

By virtue of a Writ of Execution No. 66 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania on May 19, 1983, at 10:00 o'clock A.M., Eastern Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants, in and to:

ALL that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less, to a point on the northerly right of way of the above mentioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

The above description was prepared from a survey of Park Place Village, Section D, prepared by Orangeville Surveying Consultants dated January 31, 1978.

BEING the greater portion of Parcel No. 3 conveyed by Roman Homes, Inc., to Twin Hills Development Corporation by deed dated March 13, 1975, and recorded March 13, 1975, in Columbia County Deed Book Volume 270 at Page 1102.

UNDER AND SUBJECT to all the restrictions, conditions and reservations contained in former deeds and also UNDER AND SUBJECT to the covenants and restrictions established for Park Place Village as set forth in Deed Book 217 at Page 368.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on May 20, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of THORP CONSUMER DISCOUNT COMPANY vs. TWIN HILLS DEVELOPMENT CORPORATION.

SAID PREMISES WILL BE SOLD BY:

*Victor B Vandenberg*  
SHERIFF OF COLUMBIA COUNTY

GINO L. ANDREUZZI, ATTORNEY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
HARRISBURG

NOTICE - SALE OF PROPERTY

To the Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055  
Harrisburg, Pennsylvania 17105

In accordance with the provisions of Section 1402 and 1712 of the Fiscal Code of 1929 (Act of April 19, 1929, P.L. 343), requiring sheriffs, receivers, assignees, masters or other officers having charge of the sale of the property or franchises of corporations, limited partnerships or joint-stock associations, to notify the Secretary of Revenue of such sale and to read at the sale a certificate, to be furnished by him, relative to liens for State taxes, bonus and other public accounts, settlements, providing a fee for said officers, and imposing a penalty for neglect or refusal to perform such duties, the following statement is filed:

FIRST. The name or names of the plaintiff or party at whose instance or upon whose account the sale is made is:

THORP CONSUMER DISCOUNT CO.

SECOND. The name of the corporation, limited partnership or joint-stock association whose property or franchise is to be sold is:

TWIN HILLS DEVELOPMENT CORP.

(CORRECT CORPORATE TITLE)

THIRD. The time and place of sale is:

10:00 A.M., THURSDAY, MAY 19, 1983 in the Sheriff's Office, Col. Co. Courthouse,  
Bloomsburg, Pa.

FOURTH. The nature of the property to be sold and the location of the same is:

Refer to attached description.

FIFTH. Are the franchises included in the advertised description of property to be sold?

(Signature)

*A. J. Zale*  
A. J. Zale

(Title or official capacity)

Chief Deputy

(P.O. Address)

Courthouse Bldg., Bloomsburg, Pa.

Date of notice

13 May 1983

Please attach copy of description as advertised.

THIS NOTICE MUST BE FILED WITH THE DEPARTMENT OF REVENUE TWENTY (20) DAYS PRIOR TO DATE OF SALE



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Thorp Consumer Discount Co.  
vs  
Twin Hill Development Corp.

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 66 of 1981 ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

April 19, 1983 at 5:00 PM., posted a copy of the  
SHERIFF'S SALE bill on the property of Twin Hill Development Corp.  
Maple Road, Berwick, Penna.

Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff John J O'Brien.

So Answers:

John J O'Brien  
John J O'Brien  
Deputy Sheriff

For:

Victor B Vandling

Victor B. Bandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
19th day of April 1983.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Thorp Consumer Discount Co.

VS

Twin Hills Development Corp.

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.

NO. 66 of 1981 ED

WRIT OF EXECUTION

SERVICE ON Twin Hills Development Corp.

ON March 31, 1983 at 12:15 PM. served, a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
By Handing to Leo J. Yodock President  
Twin Hills Development Corp. at 233 East 3rd St., Bloomsburg, Penna. 17815

by John J O'Brien and Delbert Doty  
Service was made by personally handing said Writ of Execution and  
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers: Delbert Doty  
John J. O'Brien  
Deputy Sheriff

For: Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 31 day of March  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

Thorp Consumer Discount Co. vs Twin Hills Development Corp.

THURSDAY, MAY 19, 1983

NO. \_\_\_\_\_

WRIT OF EXECUTION:

Judgement --- Principal \$ 49,466.91  
 Insurance \_\_\_\_\_  
 Interest from 1/15/81 to \_\_\_\_\_ 17,808.08  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day \_\_\_\_\_  
 Attorneys' Fee \_\_\_\_\_

Total ... \$ 67,274.99 \$ 67,274.99

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ 10.00 Pd.  
 Pro. Pd. 15.00 Pd.  
 Shff. V. 14.75 Pd.  
 Judg. Fee 6.00 Pd.  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 45.75 \$ 45.75

67,320.74

SHERIFF'S COST OF SALE:

Docket & Levy \$ 5.00  
 Service of Notice 5.00  
 Postage \_\_\_\_\_  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Newspapers 5.00  
 Mileage 7.80  
 Crying/Adjourn of Sale 5.00  
 Sheriff's Deed (executing & registering) 20.00  
 Solicitor's fee 20.00

Total... \$ 87.80 \$ 87.80

Morning Press (Ads) \$ 148.40  
 Berwick Enterprise (Ads) \_\_\_\_\_  
 Henrie Printing 37.25

Total ... \$ 185.65 \$ 185.65

Prothonotary - List of Liens \$ 10.00  
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co. \_\_\_\_\_  
 Deed, Search, etc. 18.50

Total ... \$ 18.50 \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1983 \$ 74.10  
 1981 & 1982 Delinquent Taxes 513.47  
 Parcel #2 \_\_\_\_\_

Total ... \$ 587.57 \$ 587.57

SEWERAGE RENT DUE:

Municipality Berwick for 1983 \$ \_\_\_\_\_

TOTAL TAXES & COSTS ----- \$ 894.52

BUYER: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ \_\_\_\_\_

DEED IN NAME OF: Thorp Consumer Discount Co., 301 Market St., Berwick

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_

Thorp Consumer Discount Co., 301 Market St., Berwick

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Twin Hills Development Corporation By the SHERIFF of Columbia County

GRANTOR (S)	ADDRESS	ZIP CODE
Thorp Consumer Discount Company	301 Market Street, Berwick, Pa.	18603
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Maple Street	Berwick	Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 894.52 HIGHEST ASSESSED VALUE \$ 1900.00  
FAIR MARKET VALUE \$ 5700.00 REALTY TRANSFER TAX PAID \$ None  
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.  
Mortgage holder exempt

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II  
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE	ADDRESS
EXISTING MORTGAGE: \$ _____	DISPOSITION _____

MORTGAGEE	ADDRESS
EXISTING LIEN OR OBLIGATION: \$ _____	DISPOSITION _____

LIENHOLDER	ADDRESS
EXISTING LIEN OR OBLIGATION: \$ _____	DISPOSITION _____

LIENHOLDER	ADDRESS
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SECTION III  
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse, Bloomsburg - Sheriff  
SUCCESSFUL BIDDER (see) Grantee

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1900.00
JUDGEMENT PLUS INTEREST	\$ 67,274.99		
BID PRICE		\$ 894.52	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 67,274.99	\$ 894.52	\$ 1900.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_ 19\_\_\_\_

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

*[Signature]*  
☐ GRANTEE ☒ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 19TH day of MAY 1982, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THORP CONSUMER DISCOUNT COMPANY, 301 Market Street, Berwick, Pa.

for the price or sum of EIGHT HUNDRED-NINETY FOUR AND 52/100 (\$894.52) plus SEVENTEEN AND 89/100 (\$17.89) POUNDAGE ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Col. Co. Sheriff's Dept.	Sale Cost	\$87.80	
	Poundage	17.89	
			\$105.69
Press-Enterprise, Inc.			148.40
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Columbia County Tax Claim Bureau (1981 and 1982 Delinquent Taxes)			513.47
Connie C. Gingher, Tax Collector Berwick Borough. 1983 Col. Co. Taxes			74.10

THORP CONSUMER DISCOUNT CO.

VS

TWIN HILLS DEVELOPMENT CORP.

NO. 1028 of 1981 J.D.  
NO. 66 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }

20 MAY 1983

So answers

Victor B Vandling  
VICTOR B. VANDLING

Sheriff

Twin Hills Sheriff sale \$148.40

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 66 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on:

May 19, 1983  
at 10:00 o'clock A.M.  
Eastern Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants in and to:  
All that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

Paul R. Eyerly, III, being duly sworn according

**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

6190

60-593  
313

May 16, 1983

PAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

\$ 148.40

One Hundred-forty Eight and  $\frac{40}{100}$

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR

THORP Consumer vs. Twin Hills

No. 66 of 1981 ED

Legal Ads

0313059361

Victor B. Vandling

57281000

05

Sworn and subscribed to before me this 12th day of May

Matthew J. Creme  
(Notary Public)

My Commission Expires

MATTHEW J. CREME NOV  
BLOOMSBURG COLUMBIA  
MY COMMISSION EXPIRES

Member Pennsylvania Association

And now, 19, I hereby certify that the advertisement charges amounting to \$ for publishing the foregoing notice, and the affidavit have been paid in full.

45 minutes west 709.82 feet to the southwest degrees 22 minutes west 566.57 feet, more or less to the place

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on May 20, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of THORP CONSUMER DISCOUNT COMPANY vs. TWIN HILLS DEVELOPMENT CORPORATION. SAID PREMISES WILL BE SOLD BY:

VICTOR B. VANDLING,  
Sheriff of

Columbia County  
GINO L. ANDRILUZZI,  
Attorney



**SHERIFF'S SALE**

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May 19, 1983

at 10:00 o'clock A.M.

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**BEGINNING** at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Weilliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and

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Page 300.  
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VICTOR B. VANDLING, Sheriff of

Columbia County

GINO L. ANDRILUZZI, Attorney

Apr. 27, May 4, 11

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly, III, being duly sworn according to oath, says that Berwick Enterprise is a newspaper of general circulation with its place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Holidays) continuously in said Town, County and State since the date of its establishment; hereto attached is a copy of the legal notice or advertisement in the above which appeared in the issue of said newspaper on April 27, May 4, 11, 1983, exactly as printed; that the affiant is one of the owners and publishers of said newspaper in which legal notice or notice was published; that neither the affiant nor Berwick Enterprise are in any way interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 12th day of May, 1983.

(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY

BLOOMSBURG, COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 1, 1984

Member, Pennsylvania Association of Notaries

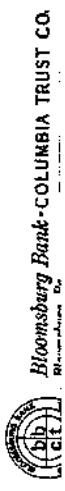
And now, I hereby certify that the advertisement charges amounting to \$100.00 for publishing the foregoing notice, and the fee for the affidavit have been paid in full.

June 1, 1983

check 6232

PAY TO THE ORDER OF Connie C. Gingham - Tax Collector \$ 74.10

Seventy-four and 10/100 DOLLARS



**TAX NOTICE**

BERWICK BOROUGH  
 MAKE CHECKS PAYABLE TO:  
 CONNIE C. GINGHER  
 114 MULBERRY ST.  
 BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
 TUE, THUR & FRI 9 TO 5  
 FRI 9 TO 8 DURING DISCOUNT  
 PHONE 752-7442 ONLY

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

M A T L Y O  
 TWIN HILLS BEVE CORP  
 7205 NEW BERWICK HWAY  
 BLOOMSBURG, PA 17815

**IF YOU DESIRE A RECEIPT ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT**

FOR COLUMBIA COUNTY		DATE	BILL NO.
DESCRIPTION	ASSESSMENT	TAX	03/01/83 04457
COUNTY R.E.	1900	LESS DISCOUNT	AMOUNT DUE
TWP/BORO R.E.	18.00	33.52	34.20
	21.00	39.10	39.90
<b>PAY THIS AMOUNT</b>		72.62	74.10
<small>THE DISCOUNT &amp; THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.</small>		APR 30 IF PAID ON OR BEFORE JUN 30 IF PAID ON OR BEFORE JULY 1 IF PAID AFTER	79.52
PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5% ACCT NO. 16707 PARCEL 04.4-3-100-Y SEC 5 SEC 7 L-4.96 AC		THIS TAX RETURNED TO COURT HOUSE JANUARY 27, 1984	
TOTAL 1,900		THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT	

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 19TH day of MAY 1982, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THORP CONSUMER DISCOUNT COMPANY, 301 Market Street, Berwick, Pa.

for the price or sum of EIGHT HUNDRED-NINETY FOUR AND 52/100 (\$894.52) plus SEVENTEEN AND 89/100 (\$17.89) POUNDAGE ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Col. Co. Sheriff's Dept.	Sale Cost \$87.80	
	Poundage 17.89	\$105.69
Press-Enterprise, Inc.		148.40
Henrie Printing		37.25
Prothonotary of Columbia County		15.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau (1981 and 1982 Delinquent Taxes)		513.47
Connie C. Gingher, Tax Collector Berwick Borough. 1983 Col. Co. Taxes		74.10

THORP CONSUMER DISCOUNT CO.  
VS  
TWIN HILLS DEVELOPMENT CORP.  
NO. 1028 of 1981 J.D.  
NO. 66 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
20 MAY 1983 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

To the Honorable, the Judges within named:

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THORP CONSUMER DISCOUNT CO.

VS

TWIN HILLS DEVELOPMENT CORP.

NO. 1028 of 1981 J.D.  
NO. 66 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
20 MAY 1983

So answers

Victor B Vandling  
VICTOR B. VANDLING

Sheriff

**THORP CONSUMER DISCOUNT CO.,**

**Plaintiff**

vs.

**TWIN HILLS DEVELOPMENT CORP.,**

**Defendant**

IN THE COURT OF COMMON PLEAS OF  
**Columbia** COUNTY, PENNSYLVANIA

Original Docket No. \_\_\_\_\_ Term 19\_\_\_\_

Judgment Docket No. **1028** Term 19 **81**

Execution Docket No. **66** Term 19 **81**

Writ of \_\_\_\_\_ Execution

Commonwealth of Pennsylvania, County of **Columbia**

To the Sheriff of **Columbia** County:

"To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (Specifically describe property below):

**See Attached Description**

Amount due

\$ **49,466.91**

Interest from **January 13, 1981**

\$ **17,808.08**

Total

\$ **67,274.99** Plus Costs

as endorsed.

Dated **September 22, 1981**

[SEAL]

*[Signature]*  
Prothonotary, Clerk of Common Pleas of  
\_\_\_\_\_ County, Pennsylvania

By \_\_\_\_\_  
(Deputy)

ALL that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less, to a point on the northerly right of way of the above mentioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

The above description was prepared from a survey of Park Place Village, Section D, prepared by Orangeville Surveying Consultants dated January 31, 1978.

BEING the greater portion of Parcel No. 3 conveyed by Roman Homes, Inc., to Twin Hills Development Corporation by deed dated March 13, 1975, and recorded March 13, 1975, in Columbia County Deed Book Volume 270 at Page 1102.

UNDER AND SUBJECT to all the restrictions, conditions and reservations contained in former deeds and also UNDER AND SUBJECT to the covenants and restrictions established for Park Place Village as set forth in Deed Book 217 at Page 368.

THORP CONSUMER DISCOUNT CO., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
vs. : CIVIL ACTION-LAW  
TWIN HILLS DEVELOPMENT CORPORATION, : ACTION OF MORTGAGE FORECLOSURE  
Defendant : NO. 1028 of 1981

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: TWIN HILLS DEVELOPMENT CORPORATION, Defendants herein and title owners of  
the real estate hereinafter described:

NOTICE is hereby given that by virtue of the above-captioned writ of  
execution, issued under the above-captioned judgment, directed to the Sheriff of  
Columbia County, there will be exposed to public sale, by vendue or outcry to  
the highest and best bidders, for cash, in the Sheriff's Office, Bloomsburg,  
Columbia County, Pennsylvania on Thursday , May 19 , 1983, at 10:00  
A .M., in the forenoon of the said day, all your right, title and interest in and  
to ALL that certain piece or parcel of land situate partly in the Borough of  
Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania,  
bounded and described as follows:

BEGINNING at a point on the northerly right-of-way of the Erie Lackawanna  
Railway Co., formerly Erie Lackawanna Railroad, said point being at the south-  
east corner of lands now or late of Boyd Eckrote; thence running along the  
easterly line of lands now or late of Boyd Eckrote, T. H. Walliver and Laura  
Yohay north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing  
the dividing line between the Borough of Berwick and the Borough of Briar Creek  
to the southerly side of West Front Street as presently located; thence north 89  
degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence  
south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117  
and the northwest corner of Lot #118; thence along the westerly boundary line of  
Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the  
northwest corner of Lot #120; thence along the westerly boundary line of Lot  
#120, 121, 122, 123, 124 and 124A south 40 degrees 33 minutes east 348.50 feet to  
a point; thence running along other lands now or late of Peter Gaydosch, now of  
Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet,  
more or less, to the northerly line of West Maple Lane; thence running along the  
northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet,  
more or less; thence running south 18 degrees 38 minutes west 200 feet, more or  
less to a point on the northerly right of way of the abovementioned railroad;  
thence running along the said right of way north 71 degrees 22 minutes west  
566.57 feet, more or less, to the place of beginning.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on May 20 , 1981 file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

---

Gino L. Andreussi  
Attorney for Plaintiff  
314 First Valley Bank Bldg.  
Hazleton, PA 18201



THORP CONSUMER DISCOUNT CO.,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY
vs.	:	CIVIL ACTION--LAW
TWIN HILLS DEVELOPMENT CORP- ORATION,	:	ACTION IN MORTGAGE FORECLOSURE
Defendant	:	NO. 1028 of 1981 J.D. NO. 66 of 1981 E.D.

SHERIFF'S SALE

NOTICE IS HEREBY GIVEN that by virtue of Writ of Execution No. 66 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania on **Thursday, May 19**, 1983, at **10:00 A.M.**, Eastern **Daylight** Time, in the **fore-noon** of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right-of-way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the south-east corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less to a point on the northerly right of way of the abovementioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

The above description was prepared from a survey of Park Place Village, Section D, prepared by Orangeville Surveying Consultants dated January 31, 1978.

BEING the greater portion of Parcel No. 3 conveyed by Roman Homes, Inc., to Twin Hills Development Corporation by deed dated March 13, 1975, and recorded March 13, 1975, in Columbia County Deed Book Volume 270 at page 1102.

UNDER AND SUBJECT to all the restrictions, conditions and reservations contained in former deeds and also UNDER AND SUBJECT to the covenants and restrictions established for Park Place Village as set forth in Deed Book 217 at Page 368.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on **May 20**, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Thorp Consumer Discount Co. vs. Twin Hills Development Corporation.  
SAID PREMISES WILL BE SOLD BY:

---

VICTOR VANDLING, SHERIFF OF COLUMBIA COUNTY

---

GINO L. ANDREUZZI, ESQUIRE  
Attorney for Plaintiff  
314 First Valley Bank Bldg.  
Hazleton, PA 18201

THORP CONSUMER DISCOUNT CO., : IN THE COURT OF COMMON PLEAS

Plaintiff : OF COLUMBIA COUNTY

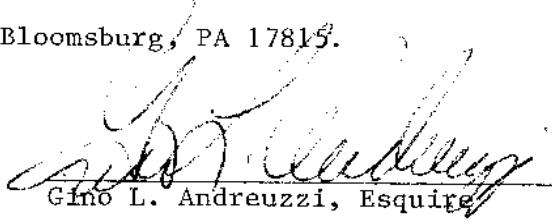
vs. : CIVIL ACTION--LAW

TWIN HILLS DEVELOPMENT CORPORA- : ACTION OF MORTGAGE FORECLOSURE  
TION,

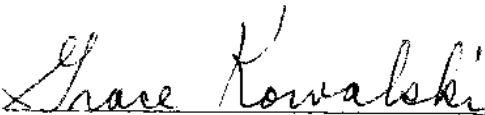
Defendant : NO. 1028 of 1981

AFFIDAVIT OF WHEREABOUTS OF DEFENDANT

Gino L. Andreuzzi, Esquire, being duly sworn according to law, deposes and says that to the best of his personal knowledge, information and belief, the name and last-known address of the Defendant, Twin Hills Development Corporation is: 7205 New Berwick Highway, Bloomsburg, PA 17815.

  
Gino L. Andreuzzi, Esquire

Sworn to and subscribed to  
before me this 24<sup>th</sup> day of  
March, 1983.

  
Grace Kowalski

LAW OFFICE  
GINO L. ANDREUZZI  
314 FIRST VALLEY BANK BUILDING  
HAZLETON, PENNSYLVANIA 18201

MEMBER OF THE FLORIDA  
AND PENNSYLVANIA BARS

AREA CODE 717 454-5102

March 24, 1983

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY  
MAR 29 11 34 AM '83  
SHERIFF  
CHIEF DEPUTY

Chief Deputy A. J. Zale  
Sheriff's Office  
Columbia County Court House  
Bloomsburg, PA 18603

Thorp Consumer Discount Co. vs.  
Re: Twin Hills Development Corporation

Dear Chief Deputy Zale:

Enclosed please find the following:

1. Three copies of Notice of Sheriff's Sale of Real Estate.
2. Five Copies of Proposed Description.
3. Three copies of the Affidavit of Whereabouts of Defendants.
4. Five copies of the Notice pertaining to the distribution and exceptions.
5. Advance cost deposit of \$500.00.

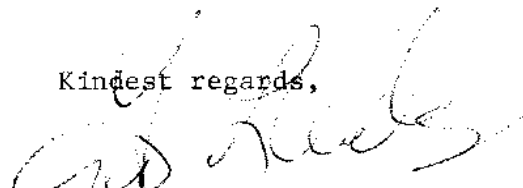
The copies of the Writ of Execution were sent to the Prothonotary under separate cover in order that he might stamp these as being reissued. He was instructed to place them in your possession after they were so processed.

In reference to the release from your department, I do not have such a form in my possession and I request that you continue to use the original release given to you as covering this sale. I do not believe there is anything preventing us from using this procedure since no sale was ever held on the property.

I respectfully request that you schedule this for sale as soon as possible. Please notify me of the time, date and place of sale.

If there are any questions on this matter please do not hesitate to contact me at any time.

Kindest regards,

  
Gino L. Andreuzzi

GLA:gpk  
Enc.  
cc-Thorp, Berwick

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

First National Bank of Mocanaqua	}	No. 1755 of Term, 19 79
		Real Debt \$29,785.00
		Interest from Oct. 1, 1979
versus		Commission
		Costs
Twin Hills Development Corporation		Judgment entered October 25, 1979
		Date of Lien
	Nature of Lien Judgment Note	

First National Bank of Mocanaqua	}	No. 1756 of Term, 19 79
		Real Debt \$16,100.00
		Interest from Oct. 1, 1979
versus		Commission
		Costs
Twin Hills Development Corporation		Judgment entered October 25, 1979
		Date of Lien
	Nature of Lien Judgment Note	

First National Bank of Mocanaqua	}	No. 1757 of Term, 1979
		Real Debt \$17,250.00
		Interest from Oct. 1, 1979
versus		Commission
		Costs
Twin Hills Development Corporation		Judgment entered October 25, 1979
		Date of Lien
	Nature of Lien Judgment Note	

United Penn Bank	}	No. 2011 of Term, 1979
		Real Debt \$40,000.00
		Interest from Nov. 9, 1979
versus		Commission
		Costs
Twin Hills Development Corporation		Judgment entered December 7, 1979
		Date of Lien
	Nature of Lien Judgment Note	

Universal Suppliers, Inc.	}	No. 932 of Term, 19 80
		Real Debt \$5,155.83
		Interest from Feb. 27, 1980
versus		Commission
		Costs
Twin Hills Development Co.		Judgment entered June 11, 1980
		Date of Lien
	Nature of Lien Judgment Note	

# LIST OF LIENS

## VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Poloron Homes, Inc.	}	No. 979	of	Term, 1980	
		Real Debt		\$ 25,000.00	
		Interest from	May 9, 1980		
versus		Commission			
		Costs			
Twin Hills Development Corp.		Judgment entered	June 18, 1980		
		Date of Lien			
	Nature of Lien	Judgment Note			

Donald E. Reichart Lumber & Supplies, Inc.	}	No. 1587	of	Term, 1980	
		Real Debt		\$ 21,386.40	
		Interest from	Aug. 1, 1980		
versus		Commission			
		Costs			
Twin Hills Development Corp.		Judgment entered	October 8, 1980		
		Date of Lien			
	Nature of Lien	Judgment Note			

Faxon Lumber Co.	}	No. 174	of	Term, 1981	
		Real Debt		\$ 8,900.00	
		Interest from	Feb. 2, 1981		
versus		Commission			
		Costs			
Twin Hills Development Corporation		Judgment entered	February 9, 1981		
		Date of Lien			
	Nature of Lien	Judgment Note			

Susquehanna Saving Association	}	No. 1925	of	Term, 1980	
		Real Debt		\$ 48,557.09	
		Interest from	March, 1981		
versus		Commission			
		Costs			
Twin Hills Development Corp.		Judgment entered	February 26, 1981		
		Date of Lien			
	Nature of Lien	Default Judgment			

Susquehanna Savings Association	}	No. 1926	of	Term, 1980	
		Real Debt		\$ 48,630.33	
		Interest from	March, 1981		
versus		Commission			
		Costs			
Twin Hills Development Corp.		Judgment entered	February 26, 1981		
		Date of Lien			
	Nature of Lien	Default Judgment			

# LIST OF LIENS

## VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association

versus

TWIN HILLS DEVELOPMENT CORP.

No. 1927 of Term, 1980  
Real Debt \$ 48,535.35  
Interest from March 1981  
Commission  
Costs  
Judgment entered February 26, 1981  
Date of Lien  
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1928 of Term, 1980  
Real Debt \$ 55,179.90  
Interest from March, 1981  
Commission  
Costs  
Judgment entered February 26, 1981  
Date of Lien  
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1930 of Term, 1980  
Real Debt \$ 48,458.04  
Interest from March, 1981  
Commission  
Costs  
Judgment entered February 26, 1981  
Date of Lien  
Nature of Lien Default Judgment

Donald E. Bower, Inc.

versus

Twin Hills Development Corp.

No. 301 of Term, 1981  
Real Debt \$ 14,908.63  
Interest from Feb. 17, 1981  
Commission  
Costs  
Judgment entered March 9, 1981  
Date of Lien  
Nature of Lien Judgment Note

Commonwealth of Pennsylvania

Dept. of Revenue

versus

Twin Hills Development Corp.

No. 406 of Term, 1981  
Real Debt \$ 430.62  
Interest from  
Commission  
Costs  
Judgment entered March 23, 1981  
Date of Lien State Tax Lien  
Nature of Lien

# LIST OF LIENS

## VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA

DEPT. OF LABOR & INDUSTRY

versus

TWIN HILLS DEVELOPMENT CORP.

No. 437 of Term, 19 81  
Real Debt || \$ 921,69  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered March 26, 1981  
Date of Lien  
Nature of Lien State Tax Lien

UNITED PENN BANK

versus

TWIN HILLS DEVELOPMENT CORP.

No. 578 of Term, 19 81  
Real Debt || \$ 50,000,00  
Interest from Sept. 24, 1980 ||  
Commission ||  
Costs ||  
Judgment entered April 21, 1981  
Date of Lien  
Nature of Lien Judgment Note

First National Bank of Millville

versus

TWIN HILLS DEVELOPMENT CORP.

No. 666 of Term, 19 81  
Real Debt || \$ 5,000,00  
Interest from April 20, 1978 ||  
Commission ||  
Costs ||  
Judgment entered May 11, 1981  
Date of Lien  
Nature of Lien Judgment Note

Thorp Consumer Discount Co.

versus

Twin Hills Development Corp.

No. 1028 of Term, 19 81  
Real Debt || \$ 49,466,91  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered August 17, 1981  
Date of Lien  
Nature of Lien Default Judgment

United Penn. Bank

versus

Twin Hills Development Corp.

No. 1312 of Term, 19 81  
Real Debt || \$204,189,04  
Interest from Sept. 2, 1981 ||  
Commission ||  
Costs ||  
Judgment entered Sept. 3, 1981  
Date of Lien  
Nature of Lien Judgment Note



# LIST OF LIENS

## VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Kahler & Tretter Contractors, Inc.

versus

Twin Hills Development Corp.

No. 728 of Term, 19 81  
Real Debt \$ 6,163.32  
Interest from Aug. 24, 1981  
Commission  
Costs  
Judgment entered Sept. 4, 1981  
Date of Lien  
Nature of Lien Default Judgment

U.S.A.

versus

Twin Hills Development Corp.

No. 1317 of Term, 19 81  
Real Debt \$ 9,670.78  
Interest from  
Commission  
Costs  
Judgment entered Sept. 8, 1981  
Date of Lien  
Nature of Lien Federal Tax Lien

Bloomsburg Electrical Supply, Inc.

versus

Twin Hills Development Corp.

No. 1080 of Term, 19 81  
Real Debt \$ 19,555.03  
Interest from  
Commission  
Costs  
Judgment entered Sept. 24, 1981  
Date of Lien  
Nature of Lien Default Judgment

COMMONWEALTH OF PENNSYLVANIA

DEPT. OF REVENUE

versus

TWIN HILLS DEVELOPMENT CO.

No. 1414 of Term, 19 81  
Real Debt \$ 499.74  
Interest from  
Commission  
Costs  
Judgment entered Sept. 29, 1981  
Date of Lien  
Nature of Lien Pa. Income Tax

Pa. Dept. of Revenue

versus

Twin Hills Development Corp.

No. 163 of Term, 19 82  
Real Debt \$ 731.43  
Interest from  
Commission  
Costs  
Judgment entered February 9, 1982  
Date of Lien  
Nature of Lien State Tax Lien

# LIST OF LIENS

## VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

U.S.A.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 410 of Term, 19 82  
Real Debt ||\$ 218,164.75  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered April 7, 1982  
Date of Lien  
Nature of Lien Federal Tax Lien

D. Joseph Sacco

versus

TWIN HILLS DEVELOPMENT CORP.

No. 752 of Term, 19 82  
Real Debt ||\$ 466.30  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered June 28, 1982  
Date of Lien  
Nature of Lien Transcript of Judgment

Stephen Levan, Jr. & Donna Levan

versus

TWIN HILLS DEVELOPMENT CORP.

No. 469 of Term, 19 79  
Real Debt ||\$ 2850.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered July 30, 1982  
Date of Lien  
Nature of Lien Judgment on Award of Arbitrators

Charles R. Shotwell, Jr., t/a

Kline Heating & Air Conditioning Co.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 341 of Term, 19 82  
Real Debt ||\$ 6295.40  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered October 28, 1982  
Date of Lien  
Nature of Lien Default Judgment

Thorp Consumer Discount Co.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 991 of Term, 19 81  
Real Debt ||\$ 48,990.23  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered April 4, 1983  
Date of Lien  
Nature of Lien Default Judgment

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank B. BISHOP~~, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

Twin Hills Development Corporation

and find as follows:

See Photostatic copy attached.

Fee . \$5.00 . . . . .

In testimony whereof I have set my hand and  
seal of office this 10th day of May  
A.D., 19 83.

*Beverly J. Michael* Acting  
RECORDER

# REAL ESTATE MORTGAGE

I.T.T. Thorp Corporation  
MORTGAGEE: ~~XXXXXXXXXXXXXXXXXXXX~~

ACCOUNT NUMBER			
MORTGAGOR(SI):			
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
Twin Hills Development Corporation			
ADDRESS			
7205 New Berwick Highway, Bloomsburg, PA 17815			

146 West Front Street  
ADDRESS  
Berwick, PENNSYLVANIA

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Columbia, Commonwealth of Pennsylvania, to wit:

See attached sheet for description.

together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagee is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein, (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note hereinafter referred to as "Note" dated October 1, 1979, executed by Mortgagor and payable to the order of Mortgagee, in the sum of Total of Payments of \$ 65,977.86, and having the date of its final payment due on 54 months from date hereof.

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon, to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

ALL that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less, to a point on the northerly right of way of the above mentioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

The above description was prepared from a survey of Park Place Village, Section D, prepared by Orangeville Surveying Consultants dated January 31, 1978.

BEING the greater portion of Parcel No. 3 conveyed by Roman Homes, Inc., to Twin Hills Development Corporation by deed dated March 13, 1975, and recorded March 13, 1975, in Columbia County Deed Book Volume 270 at Page 1102.

UNDER AND SUBJECT to all the restrictions, conditions and reservations contained in former deeds and also UNDER AND SUBJECT to the covenants and restrictions established for Park Place Village as set forth in Deed Book 217 at Page 368.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.  
(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.  
(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.  
(5) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.  
(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.  
(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 1st day of October, 19 79  
Signed, sealed and delivered in the presence of:  
TWIN HILLS DEVELOPMENT CORPORATION  
By: [Signature] (SEAL)  
President  
[Signature] (SEAL)  
Secretary  
[Signature] (SEAL)  
[Signature] (SEAL)  
[Signature] (SEAL)

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF Columbia

On this 1st day of October, 19 79, before me, a Notary Public,  
personally appeared Leo J. Yodock, Jr. and Janet K. Yodock, the officers of Twin Hills Development Corp. known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA,  
COUNTY OF Columbia

CERTIFICATE OF RESIDENCE

I, [Signature] of Twin Hills Development Corporation, the Mortgagee, hereby certify that the precise residence of Mortgagee is 146 West front Street, Berwick, PA.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission Expires 12/12/79  
[Signature]  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Columbia 3:42 p.m.

Witness my hand this 1st day of October, 19 79

Agent of Mortgagee

Recorded on this 2nd day of Oct., A.D. 19 79, in the Recorder's Office of the said County,  
in Mortgage Book, Vol. 197, page 331

Given under my hand and the seal of the said office the day and year aforesaid

Marvin G. Bower  
Recorder

This instrument was drafted by John M. Kuchka, Esquire

Business Address: 132 East Front Street, Berwick, PA. 18603

\*Name and address of each mortgagor and witness is required.  
\*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

Kuchka & Irey 132 E. Front Street Berwick, PA 18603	Fee, \$ 100 TAX 50 TOTAL 150	To TWIN HILLS DEVELOPMENT CORPORATION 146 West Front Street Berwick, PA 18603	Address	From Twin Hills Development Corp. 7205 New Berwick Highway Bloomsburg, PA 17815	Vol	Page	Recorded 97 Number

By virtue of a Writ of Execution No. 66 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania on May 19, 1983, at 10:00 o'clock A.M., Eastern Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants, in and to:

ALL that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less, to a point on the northerly right of way of the above mentioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

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UNDER AND SUBJECT to all the restrictions, conditions and reservations contained in former deeds and also UNDER AND SUBJECT to the covenants and restrictions established for Park Place Village as set forth in Deed Book 217 at Page 368.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on May 20, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of THORP CONSUMER DISCOUNT COMPANY vs. TWIN HILLS DEVELOPMENT CORPORATION.

SAID PREMISES WILL BE SOLD BY:

*Victor B Vandenberg*  
SHERIFF OF COLUMBIA COUNTY

GINO L. ANDREUZZI, ATTORNEY

COPIES TO: Henrie Printing  
P-E (Legal Ads, ENTERPRISE only, Wed., Apr 27, May 4 & 11. Affidavit requested)  
Connie Gingham, Tax Collector, Berwick Boro.  
Chris Klinger, Sewerage Clerk, Berwick Boro.

By virtue of a Writ of Execution No. 66 of 1931, issued out of the Court of Common Pleas of Columbia County, to us directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania on May 19, 1983, at 10:00 o'clock A.M., Eastern Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants, in and to:

ALL that certain piece, parcel and tract of land lying and being situate partly in the Borough of Berwick and partly in the Borough of Briar Creek, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly right of way of the Erie Lackawanna Railway Co., formerly Erie Lackawanna Railroad, said point being at the southeast corner of lands now or late of Boyd Eckrote; thence running along the easterly line of lands now or late of Boyd Eckrote, T. H. Welliver and Laura Yohey north 14 degrees 45 minutes east 1,343.55 feet, more or less, and crossing the dividing line between the Borough of Berwick and the Borough of Briar Creek to the southerly side of West Front Street as presently located; thence north 89 degrees 16 minutes east 31.14 feet to the northwest corner of Lot #208; thence south 14 degrees 45 minutes west 709.82 feet to the southwest corner of Lot #117 and the northwest corner of Lot #118; thence along the westerly boundary line of Lot #118, 118A and 119 south 23 degrees 5 minutes east 240 feet to a point at the northwest corner of Lot #120; thence along the westerly boundary line of Lot #120, 121, 122, 123, 124 and 124A south 40 degrees 53 minutes east 348.50 feet to a point; thence running along other lands now or late of Peter Gaydosh, now of Twin Hills Development Corporation, south 2 degrees 30 minutes west 90.22 feet, more or less, to the northerly line of West Maple Lane; thence running along the northerly line of West Maple Lane south 71 degrees 22 minutes east 95.01 feet, more or less; thence running south 18 degrees 38 minutes west 200 feet, more or less, to a point on the northerly right of way of the above mentioned railroad; thence running along the said right of way north 71 degrees 22 minutes west 566.57 feet, more or less, to the place of beginning.

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SAID PREMISES WILL BE SOLD BY:

*Victor B Vandenberg*  
SHERIFF OF COLUMBIA COUNTY

GREG L. ANDREUZZI, ATTORNEY

Chris,

Please furnish a SEWERAGE BILL STATEMENT on the described property. Thank you.

*Al Zale*



By virtue of a Writ of Execution No. 66 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania on May 19, 1983, at 10:00 o'clock A.M., Eastern Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants, in and to:

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SAID PREMISES WILL BE SOLD BY:

*Victor B Vandenberg*  
SHERIFF OF COLUMBIA COUNTY

GINO L. ANDREUZZI, ATTORNEY

Connie,

Please furnish a TAX STATEMENT on the described property. Thank you.

Would Briar Creek tax this property also?????

*Al Zule*

LAW OFFICES OF  
KUCHKA & IREY

132 EAST FRONT STREET  
BERWICK, PENNSYLVANIA 18603

THORP CONSUMER DISCOUNT CO., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH  
 :  
vs. : CIVIL ACTION - LAW  
 :  
TWIN HILLS DEVELOPMENT : ACTION IN MORTGAGE FORECLOSURE  
CORPORATION, :  
Defendant : NO. 1028 OF 1981, J.D.  
 : NO. 66 OF 1981, E.D.

R U L E

AND NOW, to wit, this 30<sup>th</sup> day of November, 1981,  
upon consideration of the within Petition for Stay of Execution  
and Petition to Set Aside Execution, a Rule is hereby granted  
upon the Plaintiff to show cause why the above captioned writ  
of execution issued on September 25, 1981, should not be stayed  
and/or set aside, and the property levied upon released and  
discharged.

Rule returnable Monday, the 19<sup>th</sup> day of  
December, 1981, at 2:30 o'clock P.M., in the  
Court Room of the Columbia County Court House, Bloomsburg,  
Pennsylvania, at which time a pre-hearing conference/hearing  
shall be held.

Meanwhile, the Sheriff's sale for the subject property  
scheduled for Thursday, December 3, 1981, at 2:30 o'clock P.M.  
is hereby stayed until further order of court, at which time

Ret Judge Fred Davis shall preside.  
BY THE COURT:

(s) Joy W. Myers

P.J.