

LAW OFFICES
LARK, MAKOWSKI, MARATECK & KONOPKA
PENNSYLVANIA NATIONAL BANK BUILDING
P. O. BOX 1
SHAMOKIN, PA. 17872

AREA CODE 717
TELEPHONE 644 0481

FREDERICK E. LARK
VINCENT B. MAKOWSKI
SANFORD S. MARATECK
FRANK J. KONOPKA
DAVID B. MARATECK

April 16, 1982

A. J. Zale, Chief Deputy
Office of the Sheriff of
Columbia County
Court House
Bloomsburg, Pa. 17815

Re: Beneficial Consumer Discount Co. v.
Michael Lupatsky and Sandra Lupatsky
Execution No. 14 of 1982

Dear Sir:

The Defendants have made the necessary payment in the above matter and you are therefore authorized to stay the sale and any further proceedings in relation thereto.

I am enclosing a check in the sum of \$227.27 to cover your costs and request that you return to this office a check payable to the order of Beneficial Consumer Discount Co. in the sum of \$500.00 which was deposited with you for costs.

Thank you very much for your cooperation in this matter.

Very truly yours,

LARK, MAKOWSKI, MARATECK & KONOPKA


Sanford S. Marateck

SSM:11y

Enclosure

OFFICE OF SHERIFF
COLUMBIA COUNTY
APR 19 10 20 AM '82
SHERIFF
CHIEF DEPUTY



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

April 19, 1982

Sanford S. Marateck
Attorney-at-Law
Lark, Makowski, Marateck & Konopka
Pa. National Bank Building
Shamokin, Pennsylvania 17872

RE: Beneficial Consumer Discount Co. v.
Michael Lupatsky and Sandra Lupatsky
No. 14 of 1982 E.D.

Dear Mr. Marateck,

This department is in receipt of your advisement requesting discontinuance of the scheduled execution sale in the captioned case on April 15, 1982.

Costs incurred by the Sheriff's Department to date include \$80.25 for docket, levy, service, posting, advertising preparation, mileage, liens list and examining the Indices of mortgages. Additional monies expended include \$30.00 to Henrie Printing for Sale Bills and \$117.02 to the Morning Press, Bloomsburg, Penna. for legal advertisements.

Total cost incurred amounts to \$227.27.* Thus a refund of \$500.00 is enclosed to Beneficial Cons. Disc. Co. as monies returned from the initial \$500.00 advance cost deposit received at time writ of execution was filed.

* Check received this date to cover payment.

Very truly yours,

A. J. Zale
A. J. Zale

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5275

PAY
TO THE
ORDER OF

BENEFICIAL CONSUMER DISCOUNT CO.

\$ 500.00

Five Hundred and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR *BENEFICIAL CNO. DISC. VS LUPATSKY*
Refund Advance Cost Deposit
No. 14 of 1982

010313059381

Victor B. Vandling
57281000 05

APR. 19, 1982

60-593
313

Memorandum from the desk of

Sheriff Victor B. Vandling

To Ken Russell
Avco Financial Services

Date 4/19/82

Subject Beneficial Consumer Discount Co.
vs
Michael and Sandra Lupatsky

Enclosed is a copy of memo forwarded
by Atty. Sanford S. Marateck, confirming
his telephone call on April 15, 1982
authorizing this department to STAY the
scheduled Sheriff's Sale of the defendants
property.

Very truly yours,



A. J. Zale
Chief Deputy

Memorandum from the desk of

Sheriff Victor B. Vandling

Ken Russel 654-6779

To Avco Financial Services Date 3/9/82

Subject SHERIFF'S SALE

Beneficial Consumer Discount Company
vs
Michael and Sandra Lupatsky

Copy of Sale Bill requested by your firm
on 2/23/82.

Any inquiries should be directed to the
undersigned.

Very truly yours,

A. J. Zale
A. J. Zale

AL,

2/23/82
2:45 P.M.

Avco Financial Services
P.O. Box 445
Pittston, PA. 18640

Called and would like a copy
of the sale bill sent to them
on Lupatsky sale when it is
ready.

Lupatsky Case

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

BENEFICIAL CONSUMER DISCOUNT

COMPANY,

Plaintiff
vs

MICHAEL LUPATSKY and

SANDRA LUPATSKY,

Defendants

IN THE COURT OF COMMON PLEAS OF
~~NORTHUMBERLAND COUNTY, PENNSYLVANIA~~
COLUMBIA COUNTY, PA

No. 42 of 1982 Term ~~XXXXXXX~~ ~~EXX~~ D.

No. 116 of 1986 Term 19 App. D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF COLUMBIA:
~~COUNTY OF NORTHUMBERLAND:~~

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:
~~TO THE SHERIFF OF NORTHUMBERLAND COUNTY, PENNSYLVANIA~~

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 DESCRIPTION ATTACHED

Amount Due \$ 5,838.72

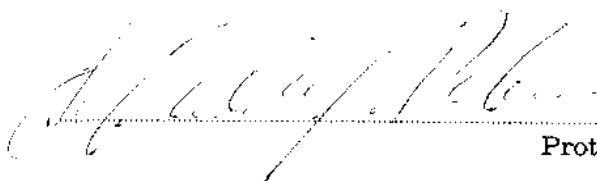
Interest from 1-7-82

Atty's commission 727.00

Total \$; Plus costs as endorsed hereon.

Dated 2-25-86

(SEAL)



Prothonotary

By:

Deputy

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1

The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2

ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated

October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff

vs.

MICHAEL LUPATSKY and
SANDRA LUPATSKY,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY

* CIVIL ACTION - LAW DIVISION

* NO. 42 of 1982

* ACTION OF MORTGAGE FORECLOSURE

APR 15, 1982

2-11

NOTICE OF SALE OF REAL PROPERTY AT
SHERIFF'S SALE
PURSUANT TO PA. R.C.P. 3129

TO: MICHAEL LUPATSKY and
SANDRA LUPATSKY
307 Railroad Street
Centralia, Pennsylvania 17927

By virtue of a certain writ of execution issued out of the Court of Common Pleas of Columbia County, Law Division, No. and directed to the Sheriff of Columbia County, there will be exposed to Public Sale on **April 15, 1982**, at **2:00 P.M.**, in the Sheriff's Office in the Columbia County Courthouse, Bloomsburg, Pennsylvania, real estate as hereinafter described, seized and taken in execution as the property of Michael Lupatsky and Sandra Lupatsky, and to be sold at the suit of Beneficial Consumer Discount Company, Plaintiff, vs. Michael Lupatsky and Sandra Lupatsky, Defendants, in an Action of Mortgage Foreclosure to No. 42 of 1982 in the Court of Common Pleas of Columbia County.

The real estate to be sold is described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1

The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2

ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated

October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.

The real estate will be sold subject to the following conditions of sale:

percent of the highest sum bid for the property struck off shall be deposited in cash with the Sheriff by each bidder when his bid is registered provided that in no case shall less than Five Hundred (\$500.00) Dollars be deposited and that in each case the deposit shall be sufficient to cover the Sheriff's fees, and cost of advertising, otherwise, upon failure or refusal to make such deposits, the bidder shall lose all benefit of his bid, and the property may be immediately put up again and sold unless a deposit of the sum required be made by a second bidder willing to take the property at the highest price bid. The balance of the bid shall be paid on or before _____, 1982. Also subject to Pennsylvania Realty Tax and Municipal Deed Tax, if any.

Notice is hereby given to all parties in interest and claimants that schedules of distribution of proceeds of said sale shall be filed in the Sheriff's Office at Columbia County

Courthouse, Bloomsburg, Pennsylvania, on April 16, 1982 and
that distribution shall be made in accordance with said schedules
unless exceptions are filed thereto within ten (10) days thereafter.

LARK, MAKOWSKI, MARATECK & KONOPKA

By: 
Sanford S. Marateck, Esquire

Pennsylvania National Bank Building
P. O. Box L
Shamokin, Pennsylvania 17872

BENEFICIAL CONSUMER DISCOUNT
COMPANY,

Plaintiff

vs.

MICHAEL LUPATSKY and
SANDRA LUPATSKY,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA.
*
* CIVIL ACTION - LAW DIVISION
*
* NO. 42 of 1982 S. D.
*
* ACTION OF MORTGAGE FORECLOSURE
N. 10 1982 10

AFFIDAVIT UNDER AMENDED RULE OF CIVIL
PROCEDURE 3129

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF NORTHUMBERLAND :

Personally appeared before me, a Notary Public in and for said County and Commonwealth, SANFORD S. MARATECK, ESQUIRE, Attorney for Beneficial Consumer Discount Company, who being duly sworn according to law, deposes and says that he is authorized on behalf of Beneficial Consumer Discount Company, to execute this affidavit; that to the best of his knowledge, information and belief the last known address of Michael Lupatsky and Sandra Lupatsky is 307 Railroad Street, Centralia, Pennsylvania, 17927.

Sanford S. Marateck

Sworn to and subscribed
before me, this 23rd day
of February, 1982.

William M. Badman
Notary Public

My Commission Expires:

November 27, 1984

Beneficial Consumer Discount Company

PLAINTIFF

No. 14 of Term 1982 E.D.

V.S.

Michael Lupatsky and Sandra Lupatsky

DEFENDANTS

To: Victor B. Vandling Sheriff

Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant ~~on the premises~~ located at
307 Railroad Street,
Centralia Borough, Columbia County, Pennsylvania

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

which vehicle may be located at _____

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~ ^{Real} property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges~~


Attorney for Plaintiff

Beneficial Consumer Disc. vs LOCATSKY, Michael and Sandra

THURSDAY, APRIL 15, 1982

NO. 14 of 1982

WRIT OF EXECUTION:

Judgement --- Principal

Insurance / Atty. Fee

Interest from _____ to _____

Real Estate Tax

Interest from _____ to _____

_____ days @ \$ _____ per day

\$ 5,838.72

72.70

TOTAL

Total..... \$ 6,565.72

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

45.75

6.00

Total..... \$ 76.75

~~ATTORNEY'S FEES~~~~7661.00~~ \$ 6642.47

SHERIFF'S COST OF SALE:

Docket & Levy

Service of Notice

Postage

Posting of Sale Bills (Bldg., Office, Lobby etc.)

Advertising, Sale Bills

Advertising, Newspapers

Mileage

Crying/Adjourn of Sale

Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)

Sheriff's Deed (executing & registering)

10.75

10.00

—

15.00

5.00

5.00

19.50

2.00

—

20.00

Total..... \$ 90.25

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

117.02

—

30.00

Total..... \$ 147.02

Prothonotary - List of Liens

Deed

10.00

3.00

Total..... \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

5.00

Total..... \$ 5.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1982 (10.2-2-112)

Borough/Township & County Taxes, 1982 (10.2-2-111)

Parcel #1 10.2-2-112 1981

Parcel #2 10.2-2-111 1981

Parcel #3

Parcel #4

173.46

1.74

282.48

2.82

Total..... \$ 460.50

SEWERAGE RENT DUE:

Municipality _____ for 19__

\$ _____

\$ _____

/644-0481

4/15/82: Sale STAYED by Atty. Maritek (for Plaintiff) via telephone @ 1027 hrs.
To provide NOTICE VIA MAIL this date.

Return monies (\$500.00) in name of Plaintiff - Beneficial Consumer Discount Co.

Send copy of STAY to Ken Russell, Avco Financial Services

\$117.02 - Press
117.02 - Enterprise

\$234.04 - Total

NOTE: Check in amount of \$117.02 as cost for Legal Ads in The Morning Press only (there was no request to "run" Ad in the Enterprise).
Request credit be given for Enterprise cost.

Thank you,

Ad. Zale
Chief Deputy
Col. R. Sheriff Dept.

Writ of Execution of the Court Pleas of Columbia County, directed here will be public sale, or outcry to and best bid-cash, in the Office, Court the Town of g. Columbia Pennsylvania,
April 15, 1982
clock p.m.
ain lot, piece land situate, being in the of Centralia, Columbia and blth of Penn- ore partic- bed as fol-
The surface at and four of the West- ern portion of Lots num- bers ten, eleven and
dated October 4, 1943; thence eastwardly at right angles and along said Walker Sales Com- pany line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the West- erty portions of Lots 7, 8 and 9 in Block 40 of Centralia Township.
Notice is hereby given to all claimants and parties in interest that the Sher- iff will on April 16, 1982, file a schedule of distri- bution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed ther- eto within ten (10) days

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5267

April 15, 1982

600-593
313

DAY
TO THE
ORDER OF

Press-Enterprise, Inc.

One Hundred Seventeen and $\frac{02}{100}$

\$ 117.02

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Beneficial Consumer etc vs Lupatsky
Legal Ads (Morning Press ONLY)
No. 14 of 1982 E.D. 031305436

57281000

05

Victor B. Vandling

Sworn and subscribed to before me this 17th day of

of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2. All that cer- tain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, boudned and described as follows:

My Beginning at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeastern corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street sev- enty five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field

And now, 1982, I hereby certi- charges amounting to \$. for publishing the fore- fidavit have been paid in full.

PUBLIC
NOTARY
1982
Notary
and publication
fee for this af-

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

....Paul R. Eyerly, III....., being duly s
says that Berwick Enterprise is a newspaper of general circ
place of business in the Town of Berwick, County of Columbia
established on the 6th day of April, 1903, and has been publi
Holidays) continuously in said Town, County and State sinc
hereto attached is a copy of the legal notice or advertisem
which appeared in the issue of said newspaper on.....
March 24, 31, April 7,....., 19 82
that the affiant is one of the owners and publishers of said ne
or notice was published; that neither the affiant nor Berwic
ject matter of said notice and advertisement, and that al
statement as to time, place, and character of publication are

Sworn and subscribed to before me this 7th day of

And now,..... 19....., I hereby certi
charges amounting to \$...... for publishing the fore
fidavit have been paid in full.

SHERIFF'S SALE
By virtue of Writ of Execu
tion No. 14 of 1982,
issued out of the Court
of Common Pleas of Col
umbia County, directed
to me, there will be
exposed, to public sale,
by vendue or outcry to
the highest and best bid
ders, for cash, in the
Sheriff's Office, Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., April 15, 1982
at 2:00 o'clock p.m.

ALL that certain lot, piece
or parcel of land situate,
lying and being in the
Borough of Centralia,
County of Columbia and
Commonwealth of Penn
sylvania, more particu
larly described as fol
lows:

Tract No. 1. The surface
of sixty-eight and four
tenths feet of the West
ern portion of Lots num
bers ten, eleven and
twelve in Block number
Forty, bounded and
described as follows:

BEGINNING at the inter
section of Troutwine
Street and Railroad
Avenue, in the Borough
of Centralia, Columbia
County, Pennsylvania;
thence along the East
side of Troutwine Street,
North three degrees
West, seventy five feet;
thence North eighty
seven degrees east
sixty-eight and four
tenths feet; to the North
west corner of John
Beers lot; thence along
said Lot south three
degrees east seventy
five feet to the North
side of Railroad Avenue;
thence along said
Avenue South eighty
seven degrees West,
sixty-eight and four
tenths feet to the place
of beginning, and being
the Western portion of
the lots which are
marked ten, eleven and
twelve in the general
plan of the said Town of
Centralia, and upon
which is erected a triple
frame dwelling house.

Tract No. 2. All that cer
tain piece or lot of land
situate in the Borough of
Centralia, Columbia
County, Pennsylvania,
bounded and described
as follows:

My Beginning at a point in
the easterly side of Trau
twine Street, said point
being seventy-five (75)
feet northwardly from
the northeasterly corner
of Railroad and Trau
twine Streets and in the
line between Lots nine
and ten; thence still
along the easterly side
of Troutwine Street sev
enty five feet (75), more
or less, to a point in the
line of lands conveyed to
Walker Sales Company
by Western Middle Field

Coal Company by deed
dated October 4, 1943;
thence eastwardly at
right angles and along
said Walker Sales Com
pany line seventy-five
(75) feet to a point in the
line between Lots 9 and
10; thence Westwardly at
right angles and along
said lot line seventy-five
(75) feet to the place of
beginning; CONTAINING
five thousand six
hundred twenty-five
(5,625) square feet, more
or less, being the West
erly portions of Lots 7, 8
and 9 in Block 40 of
Centralia Township.

Notice is hereby given to
all claimants and parties
in interest that the Sher
iff will on April 16, 1982,
file a schedule of distri
bution in his office
where the same will be
available for inspection
and the distribution will
be made in accordance
with the schedule unless
exceptions are filed ther
eto within ten (10) days
thereafter.

Seized and taken into
execution at the suit of
Beneficial Consumer Dis
count Company, against
Michael Lupatsky and
Sandra Lupatsky.

Victor B Vandling
Sheriff

Lark, Makowski, Mara
teck
and Knopka, Attys.
Mar 24, 31, Apr 7 B

and published;
advertisement
sted in the sub
the foregoing

1982
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PUBLIC
UNITY
5 1982
of Notarie
g and publication
e fee for this af

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

...Paul R. Eyerly, III....., being duly sworn
that The Morning Press is a newspaper of general circulation
of business in the Town of Bloomsburg, County of Columbia
was established on the 1st day of March, 1902, and has been
and Legal Holidays), continuously in said Town, County of
Columbia; that hereto attached is a copy of the legal notice
titled proceeding which appeared in the issue of said newspaper
...March 24, 31, April 7, 1982...exactly
affiant is one of the owners and publishers of said newspaper
notice was published; that neither the affiant nor The Morning
Press is a party to said notice and advertisement, and that all
statements as to time, place, and character of publication are

Sworn and subscribed to before me this 14th day of

And now, 1982, I hereby certify that the foregoing
charges amounting to \$..... for publishing the foregoing
affidavit have been paid in full.

SHERIFF'S SALE

By virtue of Writ of Execution No. 14 of 1982,
issued out of the Court of Common Pleas of Columbia
County, directed to me, there will be exposed to public sale,
by vendue or outcry to the highest and best bidders, for cash, in the
Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia
County, Pennsylvania, on:

Thurs., April 15, 1982
at 2:00 o'clock p.m.

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1. The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North

the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Western portions of Lots 7, 8 and 9 in Block 40 of Centralia Township.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on April 16, 1982, file a schedule of distribution in his office where the same will be available for inspection and the 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 Beneficial Consumer Discount Company, against Michael Lupatsky and Sandra Lupatsky.

Victor B Vandling
Sheriff

Lark, Makowski, Marateck
and Knopka, Attys.
Mar 24, 31, Apr 7 B

Wed., March 24th
Fri., March 26th
Sat., March 27th
10 p.m. Open

steak
Fried Chicken Fingers
Fried Beef Au Jus (Fri.
Included: Entree, Your Choice
Rolls and Butter And
Superb Soup
Me

LIC
Y
985
staries
id publication
ee for this af

LIST OF LIENS

VERSUS

MICHAEL LUPATSKY and SANDRA LUPATSKY

Court of Common Pleas of Columbia County, Pennsylvania.

Sears, Roebuck & Company

versus

Michael Lupatsky

No. 1692 of Term, 1980

Real Debt ||\$ 225.80

Interest from 10-31-80 ||

Commission ||

Costs ||

Judgment entered 10-31-80

Date of Lien 10-31-80

Nature of Lien Transcript of Judgment

Beneficial Consumer Discount Co.

versus

Michael & Sandra Lupatsky

No. 42 of Term, 1982

Real Debt ||\$ 6,565.72

Interest from 1-7-82 ||

Commission ||

Costs ||

Judgment entered 1-18-82

Date of Lien 1-7-82

Nature of Lien Default Judgment

versus

No. of Term, 19

Real Debt ||\$

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien

Nature of Lien

versus

No. of Term, 19

Real Debt ||\$

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien

Nature of Lien

versus

No. of Term, 19

Real Debt ||\$

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien

Nature of Lien

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank X. Rosoline~~, 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

Michael Lupatsky and Sandra Lupatsky, his wife,

and find as follows:

See Photostatic copies attached (4 Mortgages)

Fee ..\$5.00

In testimony whereof I have set my hand and
seal of office this 12th day of April
A.D., 19 82.

Beverly J. Michael ..RECORDER

MORTGAGE

THIS MORTGAGE, entered into this 22 day of March, 1977, between Michael Lunatsky & Sandra Lunatsky herein called "Mortgagors," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 324 E. Independence St., Shamokin, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Revolving Loan Agreement, hereafter referred to as the "Agreement," of even date herewith, by which the Mortgagee is obligated to make loans and advances up to \$ 5,000.00, hereinafter referred to as the "Line of Credit", which, in no event, shall exceed \$ 5,000.00 and shall be made pursuant to the provisions of the Pennsylvania Consumer Discount Company Act, as amended, and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these

presents, sell grant and convey to Mortgagee, ALL the following described real estate situate in the (Borough) of Centralia, County of Columbia, Commonwealth of Pennsylvania, described as follows:
Insert description of mortgaged premises from Mortgagor's deed

BEING premises known and designated as 307 Railroad Street, Centralia, Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 222, Page 107, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part hereof, and will deliver receipts therefor to the Mortgagee upon request.
3. This Mortgage secures any and all future advances which Mortgagee shall make to Mortgagor under said Agreement up to the maximum amount shown above as Line of Credit.
4. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
6. In the event that Mortgagors default in the making of any payment due and payable under said Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said Agreement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Agreement and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Agreement, costs of suit, and costs of sale.
7. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said Agreement to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Agreement or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Agreement of even date between Mortgagors and Mortgagee

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature] (SEAL)

[Signature] (SEAL)

..... (SEAL)

..... (SEAL)

TRACT NO. 1. The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows: BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

TRACT NO. 2. ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows: BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots 9 and ten; thence still along the easterly side of Trautwine Street seventy-five feet (75) feet, more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.

BEING THE SAME PREMISES which Anthony Marchinski, unmarried, of the Borough of Mt. Carmel, Northumberland County, Pennsylvania, by deed dated January 9, 1973 and recorded in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 259, page 724 granted and conveyed unto Frank Yorkavage and Jennie Yorkavage, parties of the first part hereto.

163

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ~~XXXXXXXX~~
Northumberland

On this 22nd day of March, 1977, before me, a Notary Public, came the above named,
Michael Lunataky & Sandra Lunataky
Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be Their act and deed, and desired the same to
be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.



Raymond H. Glee
My commission expires
Notary Public, Shamokin, Northumberland Co., Pa.
My Commission Expires 10, 1978

CERTIFICATE OF RESIDENCE

I, Stephen Varanka, of Beneficial Consumer Discount Company, Mortgage
named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 324 E. Independence St.
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Shamokin, Pennsylvania.

Witness my hand, this 22 day of March, 1977.

Stephen Varanka
Agent of Mortgage

RC 4PA-20 Ed. Apr. '76

RECORDED
COLUMBIA CO., PA.
TAX \$50.00
APR 4 10 00 AM '77

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Michael Lunataky

Sandra Lunataky
Name of Mortgagor(s)

BENEFICIAL CONSUMER
DISCOUNT COMPANY,
Mortgagee

324 E. Independence St.

Shamokin, Pa. 17872
Address

Mortgaged Premises:

307 Railroad Street
Street Address

Centralla, Pa. 17927
City, Borough or Township

Centralla, Pa.
Not Office

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF Columbia 10:00 a.m.) ss.

RECORDED on this 4th day
of April, 1977,
in the Office for Recording of Deeds of said County,
in Mortgage Book No. 183 Page 1

Marvin G. Bower

RECORDER

183 3

Mortgage

THIS MORTGAGE, entered into this First day of April (977)
between Michael Lupatsky & Sandra L. Lupatsky
herein called "Mortgagors," and Beacon Cons. Disc. Company
a Pennsylvania corporation having an office and place of business at 3rd & Oak Sts., Mt. Carmel,
Pennsylvania, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face
Amount of Note of \$ 4320.00 (and/or any renewal, refinancing or extension thereof, or other promis-
sory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred
to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage,
Mortgagors do by these presents sell, grant and convey to Mortgagee. ALL the following described real estate situate

(XXXXXX)
in the (Borough) of Centralia, County of Columbia
(XXX)

Commonwealth of Pennsylvania, described as follows:

Insert description of mortgaged premises
from Mortgagor's deed

TRACT NO. 1. The surface of sixty-eight and four tenths feet of the Western portion
of Lots numbers Ten, eleven and twelve in Block number Forty, bounded and described
as follows: BEGINNING at the intersection of Troutwine Street and Railroad Avenue,
in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East
side of Troutwine Street, North three degrees West, seventyfive feet; thence North
eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner
of John Beers lot; thence along said Lot south three degrees east seventy-five to the
North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees
West, sixty-eight and four tenths feet to the place of beginning, and being the
Western portion of the lots which are marked ten, eleven and twelve in the general
plan of the said Town of Centralia, and upon which is erected a single story frame
dwelling, newly constructed.

TRACT NO. 2. ALL that certain piece or lot of land situate in the Borough of
Centralia, Columbia County, Pennsylvania, bounded and described as follows: BEGIN-
NING at a point in the easterly side of Troutwine Street, said point being seventy-
BEING premises known and designated as 307 Railroad St., Centralia

Street Address City
17527 Columbia, Pennsylvania, conveyed to said Mortgagors by Deed of
Town Post Office County
Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 279
Page 107, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all
alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or
appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby
granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns,
forever.

THIS MORTGAGE IS MADE subject to the following conditions and a violation of any of the same shall con-
stitute a default of this Mortgage and the Note:

1. Mortgagors will make all payments on the Note and on the Mortgage on the due date thereof and per-
form all other obligations as required or provided herein.
2. Mortgagors will pay when due all taxes and assessments levied on or assessed against said premises or
any part thereof within 30 days after the same become due and will deliver receipts therefor to the
Mortgagee upon request.

....CONTINUATION....

five (75) feet northwardly from the northeasterly from the northeasterly corner of
Railroad and Troutwine Streets and in the line between Lots 9 and ten; thence still
along the easterly side of Troutwine Street seventy-five feet (75) feet, more or
less, to a point in the line of lands conveyed to Walker Sales Company by Western
Middle Field Coal Company by deed dated October 4, 1943; thence, eastwardly at right
angles and along said Walker Sales Company line seventy-five (75) feet to a point in
the line between lots 9 and 10; thence Westwardly at right angles and along said lot
line seventy-five (75) feet to the place of beginning: CONTAINING five thousand six
hundred twenty-five (5,625) square feet, more or less, being the Westerly portions
of lots 7, 8 and 9 in Block 40 of Centralia Township.

3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.

In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith (a) bring an action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and the said Note, and may proceed to judgment on this Mortgage or the Note and to execution to recover the balance due on said promissory Note or Mortgage and any other sums that may be due thereunder herewith including attorney fees of 15% of the balance due and payable on said promissory Note, or Mortgage, costs of suit, and costs of sale; (b) take, collect, receive the rents due from the tenants or terre tenants of the premises, and apply the same toward the payment of the principal, interest, insurance and taxes without recourse to the Mortgagors; and (c) expend such monies as it may or shall deem necessary to preserve and protect the mortgaged premises, including payments of interest and principal to any prior mortgagee of the premises including the expenditures made to repair the premises, all of such expenditures thereupon becoming a part of the debt secured by this mortgage.

Mortgagors, and each of them, hereby waive and release all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in
the Presence of:



 [SEAL]

 [SEAL]

..... [SEAL]

..... [SEAL]

COMMONWEALTH OF PENNSYLVANIA: }

COUNTY OF Northumberland: }

On this 1st day of April, 1977, before me, a Notary Public, came the above named Michael Lupatsky & Sandra L. Lupatsky

Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.

[Signature]
My commission expires
NOTARY PUBLIC
COUNTY OF NORTHUMBERLAND
MT. CARMEL, NORTHUMBERLAND CO., PA.
My Commission Expires January 7, 1980

CERTIFICATE OF RESIDENCE

I, Christy J. Venna, Assistant Manager of Beacon Cons. Mortgage
named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 3rd & Oak Sts.,
Mt. Carmel, Pennsylvania.

Witness my hand, this 1st day of April, 1977.

[Signature]
Agent of Mortgagee

1240
COMMONWEALTH OF PENNSYLVANIA
COLUMBIA CO., PA.
TAX \$2.50 FEE \$6.50
Mortgage APR 22 9 50 AM '77
Michael Lupatsky
Sandra L. Lupatsky
Name of Mortgagor(s)
- to -
Mortgagee
Beacon Cons. disc. Company
3rd & Oak Sts., Mt. Carmel, PA 17851
Address
Mortgaged Premises:
307 Railroad St.
Street Address
Centralia, PA
City, Borough or Township
17927
Post Office
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia 9:50 a.m.
RECORDED on this 22nd day
of April, 1977, in
the Office for Recording of Deeds of said County,
in Mortgage Book No. 183, Page 315
Manning G. Bower
RECORDER

Box 41-15 EA 7/70

Mortgage

THIS MORTGAGE, entered into this 24th day of March 1978, between Michael Lupatsky & Sandra Lupatsky, herein called "Mortgagors," and Beacon Consumer Discount Company, a Pennsylvania corporation having an office and place of business at 3rd & Oak Sts., Mt. Carmel, Pennsylvania, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note of \$ 6240.00 (and/or any renewal, refinancing or extension thereof, or other promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situate

(DELETED)
in the (Borough) of Centralia, County of Columbia,
(CITY)

Commonwealth of Pennsylvania, described as follows:

Insert description of mortgaged premises
from Mortgagor's deed

TRACT NO. 1. The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers Ten, eleven and twelve in Block number Forty, bounded and described as follows: BEGINNING at the intersection of Troutwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Troutwine Street, North three degrees West, seventyfive feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a single story frame dwelling, newly constructed.

TRACT NO. 2. ALL That certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows: BEGINNING at a point in the easterly side of Troutwine Street, said point being seventy-

BEING premises known and designated as 307 Railroad Street, Centralia, 17927 Columbia, Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No279, Page 107, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions and a violation of any of the same shall constitute a default of this Mortgage and the Note:

1. Mortgagors will make all payments on the Note and on the Mortgage on the due date thereof and perform all other obligations as required or provided herein.
2. Mortgagors will pay when due all taxes and assessments levied on or assessed against said premises or any part thereof within 30 days after the same become due and will deliver receipts therefor to the Mortgagee upon request.

.....CONTINUATION.....

FIVE (75) feet northwardly from the northeasterly from the northeasterly corner of Railroad and Troutwine Streets and in the line between Lots 9 and ten; thence still along the easterly side of Troutwine Street seventy-five feet (75) feet, more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated October 4, 1943; thence, eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning: CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly port-

3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.

In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith (a) bring an action of Mortgage Foreclosure hereon or institute other foreclosure proceedings upon this Mortgage and the said Note, and may proceed to judgment on this Mortgage or the Note and to execution to recover the balance due on said promissory Note or Mortgage and any other sums that may be due thereunder herewith including attorney fees of 15% of the balance due and payable on said promissory Note, or Mortgage, costs of suit, and costs of sale; (b) take, collect, receive the rents due from the tenants or terre tenants of the premises, and apply the same toward the payment of the principal, interest, insurance and taxes without recourse to the Mortgagors; and (c) expend such monies as it may or shall deem necessary to preserve and protect the mortgaged premises, including payments of interest and principal to any prior mortgagee of the premises including the expenditures made to repair the premises, all of such expenditures thereupon becoming a part of the debt secured by this mortgage.

Mortgagors, and each of them, hereby waive and release all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

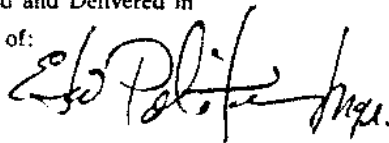
BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

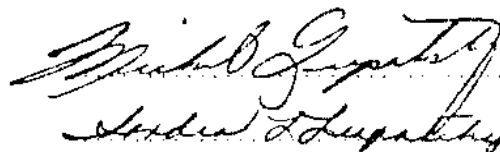
The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in
the Presence of:





[SEAL]



[SEAL]

..... [SEAL]

..... [SEAL]

.....continuation.....
ion of lots 7, 8 and 9 in Block 40 of Centralia Townplot.

COMMONWEALTH OF PENNSYLVANIA: }
COUNTY OF Northumberland } ss.

On this 24th day of March, 1978, before me, a Notary Public, came the above named Michael Lupatsky & Sandra Lupatsky

Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.

[Signature]
My commission expires
ANTHONY V. MCCORMACK, JR., Notary Public
MT. CARMEL, NORTHUMBERLAND CO., PA.
My Commission Expires January 7, 1979

CERTIFICATE OF RESIDENCE

Beacon Consumer
Christy J. Venna, Asst. Manager of Discount Company Mortgage
named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 3rd & Oak Sts.,
Mt. Carmel, Pennsylvania.

Witness my hand, this 24th day of March, 1978

Christy J. Venna Asst Mgr
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA
#191
REC'D BY RECORDER
COLUMBIA CO. PA.
MAY 50 FEE 6.50
Mortgage
Apr 16 10 04 AM '78

Michael Lupatsky
Sandra Lupatsky
Name of Mortgagee

Mortgagee
Beacon Consumer Discount Company
3rd & Oak Sts., Mt. Carmel, PA 17851
Address

Mortgaged Premises:
307 Railroad Street
Street Address
Centralia, PA
City, Borough or Township

17927
Post Office
COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF Columbia 10:04 a.m.,
RECORDED on this 18th day
of April 1978 in
the Office for Recording of Deeds of said County,
in Mortgage Book No. 189, Page 230

Marvin G. Hower

RECORDER

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, APRIL 15, 1982
at 2:00 O'Clock P.M.

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1

The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2

ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 16, 1982, file a schedule of distribution in his office where the same will be available for inspection and the 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 Beneficial Consumer Discount Company, against Michael Lupatsky and Sandra Lupatsky.

Lark, Makowski, Marateck & Konopka
Attorneys

VICTOR B. VANDLING, Sheriff

2/24/82
Henrie Printing
The Morning Press (only) Legal Ads, Wednesdays, MARCH 24, 31 & APRIL 7, 1982. Affidavits please.
Margaret M. May, Tax Collector, 326 Locust Ave., Centralia.
3/9/82



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 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)

Michael Lupatsky and Sandra Lupatsky by the Sheriff of Cl. Co.
GRANTOR (S) ADDRESS ZIP CODEBeneficial Consumer Discount Co.
GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

307 Railroad Street Centralia Columbia
R.O. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY✓ FULL CONSIDERATION \$ _____ HIGHEST ASSESSED VALUE \$ TRACT #1 - 3000.00
FAIR MARKET VALUE \$ TRACT #1 - 9000.00 TRACT #2 - 100.00 REALTY TRANSFER TAX PAID \$ _____ ✓
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

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

SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Cl. Co. Courthouse, Bldg. - Sheriff
NAME ADDRESS TITLESUCCESSFUL BIDDER _____
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3000.00 / 30.00
JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$ ✓	
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	\$	\$ ✓	\$ 3000.00 / 30.00

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.☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Beneficial Consumer Discount Co.

vs

Michael and Sandra Lupatsky

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 14 of 1982
WRIT OF EXECUTION

SERVICE ON Michael Lupatsky

On March 9, 1982 at 1:55PM.

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, Michael Lupatsky
By handing to Sandra Lupatsky at 307 Railroad St. Centralia, Penna
his wife by John J. O'Brien Deputy Sheriff

Service was made by ~~personally handing~~ said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 9th day of March
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Beneficial Consumer Discount Co.

vs

Michael and Sandra Lupatsky

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. 14 of 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 9, 1982 at 1:55 PM., posted a copy of the SHERIFF'S
SALE bill on the property of Michael and Sandra Lupatsky
307 Railroad St. Centralia, Penna. Columbia County
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien

So Answered

John J. O'Brien
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
9th day of March 1982

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Beneficial Consumer Discount Co.

VS.

Michael and Sandra Lupatsky

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. 14 of 1982
WRIT OF EXECUTION

SERVICE ON Sandra Lupatsky

On March 9, 1982

at 1:55 P.M.

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, Sandra Lupatsky
at Her residence 307 Railroad St. Centralia, Pa.

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

So Answered:

John J. O'Brien
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 9th day of March
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, APRIL 15, 1982

at 2:00 O'Clock P.M.

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1

The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2

ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 16, 1982, file a schedule of distribution in his office where the same will be available for inspection and the 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 Beneficial Consumer Discount Company, against Michael Lupatsky and Sandra Lupatsky.

Lark, Makowski, Marateck & Konopka
Attorneys

VICTOR B. VANDLING, Sheriff

ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Centralia, County of Columbia and Commonwealth of Pennsylvania, more particularly described as follows:

Tract No. 1

The surface of sixty-eight and four tenths feet of the Western portion of Lots numbers ten, eleven and twelve in Block number Forty, bounded and described as follows:

BEGINNING at the intersection of Trautwine Street and Railroad Avenue, in the Borough of Centralia, Columbia County, Pennsylvania; thence along the East side of Trautwine Street, North three degrees West, seventy five feet; thence North eighty seven degrees east sixty-eight and four-tenths feet; to the Northwest corner of John Beers lot; thence along said Lot south three degrees east seventy-five feet to the North side of Railroad Avenue; thence along said Avenue South eighty-seven degrees West, sixty-eight and four tenths feet to the place of beginning, and being the Western portion of the lots which are marked ten, eleven and twelve in the general plan of the said Town of Centralia, and upon which is erected a triple frame dwelling house.

Tract No. 2

ALL that certain piece or lot of land situate in the Borough of Centralia, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point in the easterly side of Trautwine Street, said point being seventy-five (75) feet northwardly from the northeasterly corner of Railroad and Trautwine Streets and in the line between Lots nine and ten; thence still along the easterly side of Trautwine Street seventy five feet (75), more or less, to a point in the line of lands conveyed to Walker Sales Company by Western Middle Field Coal Company by deed dated

October 4, 1943; thence eastwardly at right angles and along said Walker Sales Company line seventy-five (75) feet to a point in the line between Lots 9 and 10; thence Westwardly at right angles and along said lot line seventy-five (75) feet to the place of beginning; CONTAINING five thousand six hundred twenty-five (5,625) square feet, more or less, being the Westerly portions of Lots 7, 8 and 9 in Block 40 of Centralia Townplot.