

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

The First National Bank of Berwick
Plaintiff

: NO. 174 of 1982
Entered 3/25/82
\$32,283.94

VS.

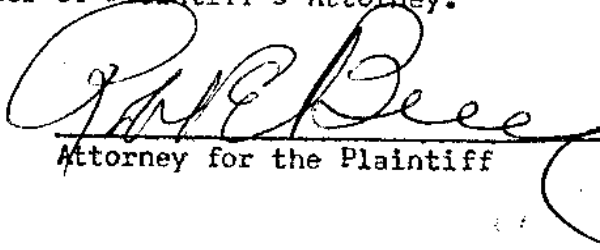
Robert M. Beiter and Kathleen M. Beiter
Defendants

:
:
:

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

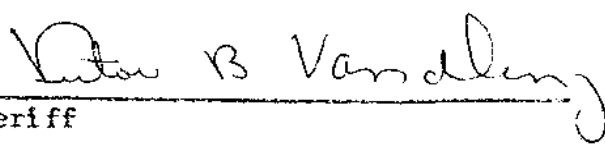
Return the writ in the above captioned matter discontinued and
satisfy original judgement by order of Plaintiff's Attorney.


Attorney for the Plaintiff

Dated: October 17, 1983

TO THE PROTHONOTARY:

I hereby return the writ in the above captioned matter
discontinued and satisfy original judgement by order of the Plaintiff's
Attorney.


Sheriff

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

THE FIRST NATIONAL BANK

OF BERWICK, PA.,

Plaintiff,

vs

ROBERT M. BEITER and

KATHLEEN M. BEITER, his Wife,

Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 25 Term 19 82 E.D.

No. Term 19 A.D.

No. 174 Term 19 82 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

SEE ATTACHED PAGE FOR DESCRIPTION OF PROPERTY.

Amount Due --PRINCIPAL
INSURANCE
LATE CHARGES
Interest from 5/1/81 to 2/1/82
FUEL OIL
ATTORNEY'S ~~Cost~~
COMMISSION AT 10%

\$ 25,781.17
366.18
60.00
\$ 2,574.76
923.72
\$ 2,578.11
32,283.94

~~Plus costs~~

PLUS COSTS

as endorsed.
together with interest at a daily rate of
\$7.773 from 2/1/82 until said obligation
is paid.

Dated 3-26-82
(SEAL)

By:

[Signature]
Prothonotary, Common Pleas Court of
Columbia County, Penna.

Deputy

All that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the corner of Lot No. 9 on the easterly side of LaSalle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction fortyeight (48) feet to a corner the place of beginning.

BEING Lot No. 8 and a part of Lot No. 7 in Section One (1) of the Land Improvement Company's Addition to West Berwick, now Borough of Berwick.

BEING the same premises conveyed to Anthony P. Melito by Deed of Anthony Melito and Anna Melito, his Wife, dated October 5, 1972, and recorded in Columbia County in Deed Book 258, at Page 774.

WHEREIN, Anthony Melito and Anna Melito, his Wife, excepted and reserved unto themselves or the survivor of them, the rents, income, profits from and the right of occupancy of the above described premises for and during the term of their natural lives. Anna Melito died, so that Anthony Melito who joins in this deed for the purpose of releasing his life interest is the sole owner of said life interest.

AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his Wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy Melito, his Wife, dated July 17, 1979, and about to be recorded herewith.

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 27th day of MAY 19 82, at 2:00 o'clock P. 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 THE FIRST NATIONAL BANK OF BERWICK, PA.

for the price or sum of ONE THOUSAND FIVE HUNDRED SIXTY-SIX AND 51/100 (\$1566.51) plus TWENTY-TWO AND 83/100 (\$22.83) 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

Columbia County Sheriff's Dept.	Sale Cost \$111.35	
	Poundage 22.83	
		\$ 134.18
Press-Enterprise, Inc.		99.20
Henrie Printing		32.50
Prothonotary of Columbia County		13.00
Register and Recorder of Deeds of Columbia County		17.00
Connie C. Gingham, Tax Collector, Berwick Borough (1982 County Taxes)		145.86
Columbia County Tax Claim Bureau (1980 & 1981 County, School, Borough Taxes)		918.00
Borough of Berwick (Sewer Bill - Mar, Apr, May 1982)		229.60

THE FIRST NATIONAL BANK
OF BERWICK, PA.
VS
ROBERT M. BEITER and
KATHLEEN M. BEITER, his wife
NO. 25 of 1982 E.D.
NO. 174 of 1982 J.D.

Sheriff's Office, Bloomsburg, Pa. } So answers
28 May 1982 }
VICTOR B. VANDLING Sheriff

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

THE FIRST NATIONAL BANK

OF BERWICK, PA.,

Plaintiff,

vs

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Defendants.

IN THE COURT OF COMMON PLEAS OF
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No. 25 Term 19 82 E.D.

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(MORTGAGE FORECLOSURE)

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TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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366.18
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\$ 2,574.76
923.72
\$ 2,578.11
32,283.94 PLUS COSTS

as endorsed.
together with interest at a daily rate of
\$7.773 from 2/1/82 until said obligation
is paid.

Dated

3-26-82

(SEAL)

By:

Prothonotary Common Pleas Court of
Columbia County, Penna.

Deputy

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THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

ROBERT M. BEITER and
KATHLEEN M. BEITER, his Wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF THE 26TH JUDICIAL DISTRICT
) COLUMBIA COUNTY BRANCH
)
) CIVIL ACTION - LAW
)
) ACTION OF MORTGAGE FORECLOSURE
)
) NO. 174 OF 1982
)
)

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: ROBERT M. BEITER, and KATHLEEN M. BEITER, his Wife, 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, Court House, Bloomsburg, Columbia County, Pennsylvania,
on MAY 27, 1982, at 2:00 o'clock, P.M.,
Eastern ~~Standard~~ ^{Daylight} Time, in the afternoon of the said day, all your right,
title and interest in and to:

SEE ATTACHED SHEET

NOTICE IS HEREBY GIVEN to all claimants and parties in
interest, that the Sheriff will on May 28, 1982, file a
Schedule of Distribution in his office, where the same will be avail-

able for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES OF BULL & BULL

BY 

Robert E. Bull, Esquire
Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

PLAINTIFF

No. 174 Term 1982

V.S.

ROBERT M. BEITER and

KATHLEEN M. BEITER, his Wife,

DEFENDANTS

To: _____ Sheriff

Seize, levy, advertise and sell all the ~~Real~~ ^{Real} ~~personal~~ property of the defendant on the premises located at

364-366 LaSalle Street

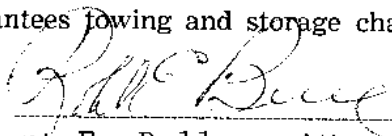
Berwick, PA 18603

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 ~~Real~~ ^{Real} ~~personal~~ property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.


Robert E. Bull, Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

ROBERT M. BEITER and
KATHLEEN M. BEITER,
his Wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF THE 26TH JUDICIAL DISTRICT
) COLUMBIA COUNTY BRANCH
)
) CIVIL ACTION - LAW
)
) ACTION OF MORTGAGE FORECLOSURE
)
)
) NO. 174 OF 1982
)
)

AFFIDAVIT PURSUANT TO PA. R.C.P. NO. 3129(a)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

Robert E. Bull, Esquire, being duly sworn according to law,
does depose and say that he is the Attorney for the Plaintiff, that he
makes this Affidavit on the Plaintiff's behalf, and that he is authorized
to do so on behalf of the Plaintiff; and that to the best of his knowl-
edge, information and belief, the names and last known address of the
owners and of the Defendants in the above-captioned judgment is:

ROBERT M. BEITER and
KATHLEEN M. BEITER, his Wife
R. D. #3
Berwick, PA 18603

LAW OFFICES OF BULL & BULL

BY Robert E. Bull, Esquire

Sworn to and subscribed before me
this 24 day of April, 1982.

Notary Public

My Commission Expires: 3/24/82

LIST OF LIENS

VERSUS

Robert M. Beiter and Kathleen M. Beiter, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

1st Nat'l. Bank of Berwick

versus

Robert M. & Kathleen M. Beiter

No. 174 of Term, 19 82
Real Debt ||\$ 32,288.94
Interest from 2-1-82 ||
Commission ||
Costs ||
Judgment entered 3-25-82
Date of Lien 2-1-82
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

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 Beiter~~, 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

Robert M. Beiter and Kathleen M. Beiter, his wife,

and find as follows:

See Photostatic copies attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and
seal of office this 24th day of May
A.D., 19 82.

Beverly J. Michael RECORDER

This Indenture,

Made the 25th day of July in the year of our Lord one thousand nine hundred and Seventy-Nine.

Between ROBERT M. BEITER AND KATHLEEN M. BEITER, his Wife, of the Township of Briar Creek, County of Columbia and State of Pennsylvania, -----MORTGAGORS,

AND

THE FIRST NATIONAL BANK OF BERWICK, PA., of the Borough of Berwick, County of Columbia and State of Pennsylvania,

-----MORTGAGEE.
Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, ----- its Successors or Assigns in the sum of Fifty-Two Thousand and 00/100 (\$52,000.00) ----- Dollars, conditioned for the payment of a debt of Twenty-Six Thousand and 00/100 (\$26,000.00) ----- Dollars with interest at the rate of Eleven (11) percent per annum on the unpaid monthly balances until paid, said principal and interest to be paid in monthly installments of Two Hundred SixtyEight and 37/100 (\$268.37) Dollars beginning August 25th, 1979, and thereafter on the 25th day of each month until July 25th, 1999, when the entire principal balance, together with interest, shall become due and payable.

Mortgagors to have the privilege and option of making further payments on principal in any amount at any time before maturity.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than Twenty-Six Thousand and 00/100 (\$26,000.00) -----

Dollars and take no insurance not payable to the Mortgagee -----
This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein, -----

-----, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagor herein, -----

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagors do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the corner of Lot No. 9 on the easterly

BOOK 196 265

side of LaSalle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction fortyeight (48) feet to a corner the place of beginning.

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AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his Wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy Melito, his Wife, dated July 17, 1979, and about to be recorded herewith.

with the appurtenances.

To Have and to Hold to the said Mortgagee , its Successors and Assigns forever

Provided that the said Mortgagee , its Successors or Assigns upon default for
thirty ----- days in payment of any part of said principal
sum or interest as agreed, or any premium of insurance, for thirty -----
days after written notice of its being due shall have been given to the Mortgagor or their Rep-
resentatives, or mailed to their proper address, or upon default in the payment of any tax as-
sessed against the said premises for one year after the first day of January next succeeding its
assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure
hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attor-
ney's commission of 10 per centum and all costs, including the costs of recording this Mortgage,
without further stay, nor shall any waiver of this provision be held effectual, unless in writing for
a valuable consideration.

Provided Also, However, that if the said Mortgagor or their Representatives shall
without default pay to the said Mortgagee , its Successors or Assigns, the said principal sum,
with interest, and premiums, or in case of default and of legal process shall before actual sale, pay
the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby
granted, and the said Obligation shall become void.

Witness the hand ----- and seal ----- of the said Mortgagor

Signed, Sealed and Delivered
in the presence of

[Handwritten signature]

Robert M. Beiter

[Handwritten signature: Robert M. Beiter]

Kathleen M. Beiter

[Handwritten signature: Kathleen M. Beiter]

196 267

State of Pennsylvania
County of Columbia

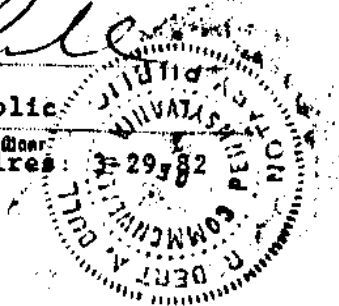
On this, the 25th day of July A. D. 19 79, before me
a Notary Public, Robert M. Beiter and Kathleen M. Beiter, his Wife,
personally appeared Robert M. Beiter and Kathleen M. Beiter, his Wife,
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

The Precise Address of
the within described property is:

864-366 LaSalle Street
Berwick, Pa.

Notary Public

Title of Officer
My Commission Expires: 3-29-82



REC'D BY RECORDER
COLUMBIA CO. PA. 50
TAX \$50.00 FEE 10.00
JUL 23 12 55 PM '79

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage. 111 West Front Street, Berwick, Pa.

Attorney for

Mortgagee

Mortgage

To A Corporation

ROBERT M. BEITER AND

KATHLEEN M. BEITER, his Wife,

To

THE FIRST NATIONAL BANK

OF BERWICK, PA.

Dated July 19 79
Upon land in Borough of
To secure - \$ 26,000 Berwick
Payable \$ 268.37 per month

LAW OFFICES
BULL & BULL
106 MARKET STREET
BERWICK, PA. 19603

Form No. 107C-Legal Blank Primary, Lancaster, Pa.

Commonwealth of Pennsylvania

County of Columbia 12:55 p.m.

Recorded on this 25th day of July A. D. 1979, in the Re-
corder's Office of the said County in Mortgage Book Volume 196 Page 265

Given under my hand and seal of the said Office, the date above written.

Martin G. Bower

Recorder

BOOK 196 268

MORTGAGE

MORTGAGEE
AVCO FINANCIAL SERVICES

ACCOUNT NUMBER	
MORTGAGOR(S) LAST NAME	FIRST INITIAL BORROWER'S NAME

PENNSYLVANIA

WITNESSETH, that Mortgagor(s), does mortgage, grant and convey to Mortgagee, its successors or assigns the following described Real Estate in the County of _____ State of Pennsylvania, to wit:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the corner of Lot No. 9 on the easterly side of La Salle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to La Salle Street; thence along the easterly side of La Salle Street in a northerly direction forty-eight (48) feet to a corner the place of beginning. BEING LOT NO. 8 and a part of Lot No. 7 in Section One (1) of the Land Improvement Company's Addition to West Berwick, now Borough of Berwick.

BEING the same premises conveyed to Anthony P. Melito by deed of Anthony Melito and Anna Melito, his wife, dated October 5, 1972, recorded in Columbia County in Deed Book 258 at Page 774.

together with all buildings and improvements now or hereafter erected thereon the appurtenances thereto belonging and the rents, issue and profits thereon TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Pennsylvania as now or hereafter enacted, which said rights and benefits the said Mortgagor does hereby expressly release and waive, with respect to this Mortgage.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein, (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Loan Agreement Promissory Note hereinafter referred to as "Loan Agreement," and

herewith executed by Mortgagor, or any one of them, and payable to the order of Mortgagee, in the principal sum of \$ _____, and having the date of its final payment due on _____, or is extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be made by Mortgagee to Mortgagor in a maximum of \$ _____ provided, this provision does not constitute a commitment to make loans or advances; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, which advances are made to protect the security in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Loan Agreement, and any other agreement to pay which may be substituted therefor.

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

FIRST: To 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.

SECOND: To the payment of interest due on said loan.

THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualties and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner as such amounts and in such companies as Mortgagee may from time to time approve, and that loss proceeds less expense of collection shall be applied to the payment of said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagee will give immediate notice of loss to the Mortgagor, who must make proof of loss if not made promptly by Mortgagee, and each insurance company concerned is hereby authorized to make such payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay all taxes and special assessments levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipts therefor; (3) To keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (4) To pay all taxes and assessments without determining the validity thereof, and to pay such how 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; (5) Not to commit or suffer any act or omission which is contrary to restrictions or contrary to law; (6) If a signer of the Loan Agreement, that he will pay, promptly the full principal sum of the indebtedness secured hereby, or any portion thereof, may be extended or renewed, and any portions of the principal herein described may, with or without notice, be assigned to the Mortgagee, without releasing or affecting the personal liability of any person or the priority of this Mortgage.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Loan Agreement or upon any other obligation secured hereby, or up on sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court of competent jurisdiction against or interest in the premises, then all sums owing by the Mortgagor or any one of them to the Mortgagee under this Mortgage, and the Loan Agreement secured hereby, shall immediately become due and payable at the option of the Mortgagee. In such event the Mortgagee shall have the right to cause to be foreclosed 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 interest, as it permitted by law.

(2) Whenever, by the terms of this instrument or of said Loan Agreement, 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.

APR 21 11 12 AM '80
RECEIVED
COLUMBIA COUNTY
PA. - \$50.00 FEE - \$6.50

13) By accepting payment of any sum accrued 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 Loan Agreement 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.

14) Except as otherwise provided herein, 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, grantors, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

15) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

16) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefit and that he has not executed the same as surety for another, but that he is the Borrower hereunder.

IN WITNESS WHEREOF, this Mortgage has been duly executed this date February 18, 1980
Signed, sealed and delivered in the presence of:

Sammy Shingler
Witness
Sammy Shingler
Witness

Robert M. Butler
Mortgagor - Borrower (SEAL)
Robert M. Butler
Mortgagor - Borrower (SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 18 day of April, A.D. 1980, before me A Notary Public, the undersigned officer personally appeared Robert M. Butler and Katherine A. Butler known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that I executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Robert E. Taylor
Notary Public
(Title of Officer)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia 11:12 a.m.

Recorded on this 21st day of April, A.D. 19 80, in the Recorder's Office of the said County, in Mortgage Book, Vol. 199, page 515.

Given under my hand and the seal of the said office the day and year aforesaid.
Manning G. Bower
Recorder

Vol.	Page	Mortgage	Recorded Number
From	To		
Fees			
199		516	

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 18th day of March, 19 82, by and between the undersigned, Robert M. Beiter and Kathleen M. Beiter herein called "Mortgagor", and SECURITY PACIFIC CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 504 Mill St., Danville, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the XXXXXXX Dollars (\$ XXXXXXX)

principal sum of Seven Thousand Three Hundred Ninety-five dollars \$33/100 (\$ 7395.33**), bearing interest at an annual rate of 17.40 payable in 48 consecutive monthly installments of Two Hundred Fourteen Dollars & 92/100**** Dollars (\$ 214.92****) each (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 Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts, and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant, and convey to Mortgagee, ALL that real estate situated in the County of Columbia

XXX Borough, XXXXXX of Berwick & Briar Creek Tnship Ward XXXX known and numbered as RD3, Berwick, Pa 18603 and 364-368 LaSalle St, Berwick, Pa. 18603 Street Address City, Town, Post Office

Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume 283 - 293 Page 471 - 769, and more particularly described as:

✓ RD3, Berwick, Pa. 18603
Briar Township, Columbia County
Deed Book 283 Page 471

✓ 364 - 368 LaSalle St, Berwick, Pa. 18603
Boro of Berwick, Columbia County
Deed Book 293, Page 769

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, 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 Mortgagor agrees:

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note. Mortgagee, at its option, may defer the payment date of all wholly unpaid instalments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any instalment is not required by reason of a deferment.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor 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 require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor 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.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, 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 Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgment at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagee fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagee authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagee agrees to pay, or to add such costs to the then remaining unpaid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases 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 Mortgagor, 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. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.

ANTHONY MELITO, WIDOWER
ANTHONY P. MELITO
ATTORNEY-IN-FACT
ANTHONY P. MELITO
JUDY I. MELITO

: Deed Book 293, page 769
: Recorded: July 25, 1979
: Consideration: \$34,900.00
:

TO

ROBERT M. BEITER
KATHLEEN M. BEITER

ALL THAT CERTAIN piece and parcel of land situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the corner of Lot No. 9 on the easterly side of LaSalle Street; thence easterly along said Lot 140 feet to alley; thence along the westerly side of said alley in a southerly direction 48 feet to a corner; thence westerly parallel with Elm Street 140 feet to LaSalle Street; thence along the Easterly side of LaSalle Street in a northerly direction 48 feet to a corner the place of beginning. Begin Lot No. 8 and a part of Lot No. 7 in Section 1 of the Land Improvement Company's Addition to West Berwick, now the Borough of Berwick.

DAVID LOUISE MALATESTA, and
JUDITH ANN MALATESTA, his wife

and

ROBERT M. BEITER, and
KATHLEEN M. BEITER, his wife

: Deed Book 283, page 471
: Dated: October 25, 1976
: Ack.: January 13, 1977
: Rec.: September 12, 1977
: Consideration: \$9,600.00
: Warranty: Specially

CONVEYS: ALL THAT CERTAIN lot, piece or parcel of land situate
in the Township of Briar Creek, County of Columbia and
State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the northeasterly corner of
land now or late of Samuel Pohousky and Rose Pohousky, his
wife, thence along the southerly line of Maple Wood Road
north 76 degrees 31 minutes east 170.52 feet to an iron
pin; thence continuing along the southerly side of said
road north 87 degrees 12 minutes east 92.05 feet to an iron
pin; thence continuing along the southerly side of said
road south 80 degrees 38 minutes east 37.43 feet to an iron
pin on the northerly side of a proposed road; thence along
the northerly side of said proposed road 77 degrees 15
minutes west 103.35 feet to an iron pin; thence continuing
along the northerly side of said proposed road south 76
degrees 37 minutes west 86.08 feet to an iron pin; thence
continuing along the northerly side of said proposed road
south 58 degrees 34 minutes west 110.57 feet to an iron pin
at the southeasterly corner of land now or late of Samuel
Pohousky and Rose Pohousky; his wife; thence along the
easterly line of said Pohousky land north 15 degrees 31
minutes west 346.30 feet to the place of beginning.
CONTAINING 2.133 acres of land.

BEING the same premises conveyed to David Louise Malatesta
and Judith Ann Malatesta, his wife, by deed of Alfred H.
Catterall, Sr. and Dorothy E. Catterall, his wife, by deed
dated March 20, 1968 and recorded in the Office of the
Recorder of Deeds of Columbia County in Deed Book 239, page
11.

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, 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 assignees 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 Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in
the Presence of:

John R. Capozzello

Robert M. Beiter

Robert M Beiter

(SEAL)

Kathleen M. Beiter

Kathleen M Beiter

(SEAL)

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be
504 Mill St., Danville, Pa.

John R. Capozzello

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Montour)

SS:

On this 18th day of March, 19 82, before me, Jack C Snyder

the undersigned officer, personally appeared Robert M Beiter and Kathleen M Beiter

known to me (or satisfactorily proven) to be the person S whose name S subscribed to the within instrument and acknowledged that said mortgagors S as Mortgagor S executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal.

My Commission expires:

JACK C. SNYDER, Notary Public
MONTGOMERY COUNTY
COMMISSION EXPIRES JUNE 20, 1983
PENNSYLVANIA Association of Notaries

Jack C Snyder
Notary Public

Title of Officer

RECORDED
COL. MAR 23, 1982
TAX \$50.00 FEE \$2.00
MAR 23 12 36 PM '82

Recorded in Columbia County
Mtg Bk 208, page 484 on
March 23, 1982 at 12:36 p.m.

Beverly J. Michael
Acting Recorder

SPACE ABOVE THIS LINE FOR RECORDER'S USE

#228

MORTGAGE

FROM

Robert M & Kathleen M Beiter
RD3, Berwick, Pa. 18603

TO

SECURITY PACIFIC CONSUMER
DISCOUNT COMPANY

504 Mill St., Danville, Pa. 17821

MAIL TO

SECURITY PACIFIC CONSUMER
DISCOUNT COMPANY

504 Mill St
Danville, Pa. 17821

First National Bank of Bk vs Beiter, Rbt and Kathleen

THURSDAY, MAY 27, 1982

NO. 25 of 1982

WRIT OF EXECUTION:

Judgement --- Principal

Insurance / Atty. Fee

Interest from _____ to _____

Real Estate Tax

Interest from 2-1-82 to 5-20-82
116 days @ \$ 7.773 per day

\$ 25,781.17

{ see writ

901.67

Total..... 33,585.61

TOTAL

\$ 33,585.61

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

10.00

15.00

31.35

6.00

Total.....\$ 62.35

\$ 62.35

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~\$ 33,585.61~~

~~1,566.51~~

~~34,819.97~~

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 $\frac{1}{2}\%$ each \$ thereafter)

Sheriff's Deed (executing & registering)

10.75

10.00

—

15.00

5.00

5.00

45.00

5.00

20.00

Total.....\$ 111.35

\$ 111.35

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

99.20

32.50

Total.....\$ 131.70

\$ 131.70

Prothonotary - List of Liens

Deed

10.00

3.00

Total.....\$ 13.00

\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

17.00

Total.....\$ 17.00

\$ 17.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1982

School Taxes, District 19

Parcel #1 04-3-4-219 (1980-1981 TAXES)

Parcel #2

Parcel #3

Parcel #4

145.86

918.00

Total.....\$ 1063.86

\$ 1063.86

SEWERAGE RENT DUE:

Municipality Berwick for 1982

\$ 229.60

\$ 229.60

TOTAL ---- Taxes & Costs 1566.51
"Begin BID"

1924

ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO MAKE A DOWN PAYMENT OF 50% IN CASH OR CHECK.

IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK WE WILL PROSECUTE.

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON Thursday, 4-3-52
ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON March 6-3-82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY March 8, 1982, ONE WEEK FROM TODAY.

IF A PRICE RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE - FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COSTS.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on April 26, 1962 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.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and $\frac{1}{2}\%$ THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 24,579.00, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 34,574.42, WHICHEVER IS HIGHER.

BUYER _____

PRICE 1584.51 1584.51

POUNDA GE 30

DEED IN NAME OF _____

REALTY TRANSFER TAX _____

STATE STAMPS

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 27th day of MAY 19 82, at 2:00 o'clock P. 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 THE FIRST NATIONAL BANK OF BERWICK, PA.

for the price or sum of ONE THOUSAND FIVE HUNDRED SIXTY-SIX AND 51/100 (\$1566.51) plus TWENTY-TWO AND 83/100 (\$22.83) 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

Columbia County Sheriff's Dept.	Sale Cost \$111.35	
	Poundage 22.83	\$ 134.18
Press-Enterprise, Inc.		99.20
Henrie Printing		32.50
Prothonotary of Columbia County		13.00
Register and Recorder of Deeds of Columbia County		17.00
Connie C. Gingher, Tax Collector, Berwick Borough (1982 County Taxes)		145.86
Columbia County Tax Claim Bureau (1980 & 1981 County, School, Borough Taxes)		918.00
Borough of Berwick (Sewer Bill - Mar, Apr, May 1982)		229.60

THE FIRST NATIONAL BANK
OF BERWICK, PA.
VS
ROBERT M. BEITER and
KATHLEEN M. BEITER, his wife
NO. 25 of 1982 E.D.
NO. 174 of 1982 J.D.

Sheriff's Office, Bloomsburg, Pa.
28 May 1982

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING



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)

Robert M. Beiter and Kathleen M. Beiter, his wife, By the SHERIFF of Columbia County

GRANTOR (S) ADDRESS ZIP CODE

The First National Bank of Berwick, Pa. 18603

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

364-366 LaSalle Street Berwick Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 1566.51 HIGHEST ASSESSED VALUE \$ 3740.00

FAIR MARKET VALUE \$ 11,220.00 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 - Act 253 - 1978

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, Col. Co. Courthouse, Bloomsburg, Pa. SHERIFF.

SUCCESSFUL BIDDER The First National Bank of Berwick, Pa.
NAME ADDRESS TITLE
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3740.00
JUDGEMENT PLUS INTEREST	\$ 29,257.60		
BID PRICE		\$ 1566.51	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,063.86	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 229.60	\$	
ATTORNEY FEES	\$ 2,578.11	\$	
OTHER (COSTS, ETC.)	\$ 1,685.30	\$	
TOTAL	\$ 34,814.47	\$ 1566.51	\$ 3740.00

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

\$99.20

OFF'S SALE

of a Writ of No. 25 of 1982, 1 of the Court on Pleas of Columbia County, directed there will be to public sale, or outcry to it and best bid-cash, in the Office, Court the Town of Columbia County, Pennsylvania,

May 27, 1982
10 o'clock p.m.

ertain piece of land situate in the Township of Berwick, Columbia County, Pennsylvania, and described to-wit:

at the corner of the corner of 9 on the side of LaSalle Street easterly side lot one (140) feet thence along

the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction forty-eight (48) feet to a corner, the place of beginning.

BEING Lot No. 8 and a part of Lot No. 7 in Section One (1) of the

Land Improvement Company's Addition to West Berwick, now Borough of Berwick.

BEING the same premises conveyed to Anthony P. Melito by Deed of Anthony Melito and Anna Melito, his Wife, dated October 5, 1972, and recorded in Columbia County in Deed Book 298, at page 774.

WHEREIN, Anthony Melito and Anna Melito, his wife, excepted and reserved unto themselves or the survivor of them, the rents, income, profits from and the right of occupancy of the above described premises for and during the term of their natural lives. Anna Melito died, so that Anthony Melito who joins in this deed for the purpose of releasing his life interest is the sole owner of said life interest.

AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy Melito, his wife, dated July 17, 1979, and about to be recorded herewith.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on May 28, 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 The First National Bank of Berwick, Pa., against Robert M. Beiter and Kathleen M. Beiter, his wife.

Victor B Vandling
Sheriff

Robert E Bull Esq
Attorney

Paul R. Eyerly III

....., being duly sworn, says that Berwick Enterprise is a newspaper of general circulation place of business in the Town of Berwick, County of Columbia established on the 6th day of April, 1903, and has been published (Holidays) continuously in said Town, County and State since hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on May 5, 1982.

that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in said statement as to time, place, and character of publication are true.

Paul R. Eyerly III

Sworn and subscribed to before me this 21st day of May 1982.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5361

TO THE
ORDER OF

Press-Enterprise, Inc.

Ninety-Nine and 20/100

\$ 99.20

DOLLARS



Bloomington Bank-COLUMBIA TRUST CO.
Bloomington, Pa.

FOR 1st Nat'l Bank of Berwick vs Beiter
Legal Ads (Enterprise)
NO. 25 OF 1982 ED 2031305936

Victor B. Vandling
572-810-0105 05

MAY 24 1982

610-593
313

SHERIFF'S SALE

By virtue of a Writ of Execution No. 25 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. May 27, 1982 at 2:00 o'clock p.m.

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the corner of Lot No. 9 on the easterly side of LaSalle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction forty-eight (48) feet to a corner, the place of beginning.

BEING Lot No. 8 and a part of Lot No. 7 in Section One (1) of the

Land Improvement Company's Addition to West Berwick, now Borough of Berwick.

BEING the same premises conveyed to Anthony P. Melito by Deed of Anthony Melito and Anna Melito, his Wife, dated October 5, 1972, and recorded in Columbia County in Deed Book 258, at page 774.

WHEREIN, Anthony Melito and Anna Melito, his wife, excepted and reserved unto themselves or the survivor of them, the rents, income, profits from and the right of occupancy of the above described premises for and during the term of their natural lives. Anna Melito died, so that Anthony Melito who joins in this deed for the purpose of releasing his life interest is the sole owner of said life interest.

AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy Melito, his wife, dated July 17, 1979, and about to be recorded herewith.

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SEIZED AND TAKEN into execution at the suit of The First National Bank of Berwick, Pa., against Robert M. Beiter and Kathleen M. Beiter, his wife.

Victor B Vandling Sheriff

Robert E Bull Esq Attorney May 5, 12, 19

E

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

Paul R. Eyerly III

....., being duly sworn, says that Berwick Enterprise is a newspaper of general circulation place of business in the Town of Berwick, County of Columbia established on the 6th day of April, 1903, and has been published (Sundays and Holidays) continuously in said Town, County and State since hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on

May 5, 12, 19....., 1982.

that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise are 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 21st day of May

[Signature]
[Signature]
(Notary Public)

My Commission Expires
MATTHEW J CREML NOTARY PUBLIC
BLOOMSBURG COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1985
Member, Pennsylvania Association of Notaries

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

Phone: 717-784-1633

Numm.

April 7, 1982

PLEASE PAY FROM THIS INVOICE
WE DO NOT SEND MONTHLY STATEMENTS



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. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

June 8, 1982

Connie C. Gingher
Tax Collector
114 Mulberry Street
Berwick, Pa. 18603

RE: First Nat'l Bank of Berwick
vs
Beiter, Robert & Kathleen
NO: 25 of 1982 E.D.

Dear Ms. Gingher,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held May 27, 1982.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$145.86.
Check No. 5404 enclosed.

Property purchased by The First National Bank of Berwick, Pa.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale
A. J. Zale for
Victor B. Vandling

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5404

June 8 1982

60-583
313

PAY
TO THE
ORDER OF

Connie C. Gingham

Tax Collector

\$ 145.86

One Hundred Forty Five and 86/100

DOLLARS



Bloomsburg Bank-Columbia Trust Co.
Bloomsburg, Pa.

FOR 1st Nat'l Bldg of Bvt is Bkch
NO. 25 OF 1982 C.D. 10013059361
1982 BIRTH TAXES

Victor B. Vandling

05

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

THE DISCOUNT & PAYABLE PROMPT PAYMENT IS REQUESTED

FOR COLUMBIA COUNTY

DATE 03/01/82 BILL NO. 00270

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT PAID	DUE	INCL. PENALTY
COUNTY R.E.	3740	18.00	65.97	67.32	74.05	
TWP/30RO R.E.		21.00	76.97	78.54	82.47	

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE.

PAY THIS
AMOUNT



MAY 1
IF PAID
BEFORE

JULY 1
IF PAID
BEFORE

JUN 30
IF PAID
AFTER

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/30RO 5%

ACCT NO. 16221

PARCEL 04.3-4-219

364-366 LASALLE ST LOT 3

L-43X140

BUILDINGS

3,430

TOTAL 3,740

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

M
A
I
I
O
DEFIER, ROBERT M & KATHLEEN M
RD 3
BERWICK, PA 18603

THE DISCOUNT & PAYABLE PROMPT PAYMENT IS REQUESTED



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

June 8, 1982

Christopher Klinger
Chief Sewer Rental Clerk
Borough of Berwick
344 Market Street
Berwick, Pa. 18603

RE: First Nat'l Bank of Berwick
vs
Beiter, Robert & Kathleen
NO: 25 of 1982 E.D.

Dear Chris,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held May 27, 1982

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$229.60
Check No. 5406 enclosed.

Property purchased by The First National Bank of Berwick, Pa.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale
A. J. Zale for
Victor B. Vandling

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000565

344 MARKET ST. BERWICK, PA. 18603

DATE April 15, 1982

Sheriff's Office
Court House
Bloomsburg, Pa. 17815
Attention: Al Zale

STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE May 27, 1982, property located at 364-366 Lasalle St., Berwick, Pa. owned by Robert Beiter. The sewer bill is as follows:

Acct.# 34,219
March 1982 \$ 213.60
April 1982 8.00
May 1982 + 8.00
\$ 229.60

Please make check payable to Borough of Berwick along with the new owners name and address and the date that it was recorded in the courthouse!!! 6/8/82

Christopher Klinger
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5406

June 8 19 82

60-593
313

PAY TO THE ORDER OF

Borough of Berwick

\$ 229.60

Two Hundred Twenty Nine and 60/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR 1st Nat'l BANK OF Bk vs Beiter

No. 25 of 1982 E.D.

Sewer Bill

031305936

57281000

05

Victor B. Vandling



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

The First National Bank of Berwick Penna.

VS

Robert M Beiter & Kathleen M Beiter

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 25 OF 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

April 26, 1982 at 8:30 AM.
_____, posted a copy of the SHERIFF'S
SALE bill on the property of Robert M Beiter & Kathleen M Beiter
364-366 LaSalle St. 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. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
26 day of April 1982

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 25 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, MAY 27, 1982
At 2:00 O'Clock P.M.

All that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, towit:

BEGINNING at the corner of Lot No. 9 on the easterly side of LaSalle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction fortyeight (48) feet to a corner the place of beginning.

BEING Lot No. 8 and a part of Lot No. 7 in Section One (1) of the Land Improvement Company's Addition to West Berwick, now Borough of Berwick.

BEING the same premises conveyed to Anthony P. Melito by Deed of Anthony Melito and Anna Melito, his Wife, dated October 5, 1972, and recorded in Columbia County in Deed Book 258, at Page 774.

WHEREIN, Anthony Melito and Anna Melito, his Wife, excepted and reserved unto themselves or the survivor of them, the rents, income, profits from and the right of occupancy of the above described premises for and during the term of their natural lives. Anna Melito died, so that Anthony Melito who joins in this deed for the purpose of releasing his life interest is the sole owner of said life interest.

AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his Wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy Melito, his Wife, dated July 17, 1979, and about to be recorded herewith.

(OVER)

(OVER)

(OVER)

HENRIE PRINTING.
ENTERPRISE (only) Legal Ads, Wed., May 5, 12 & 19, 1982. Affidavit please !!!
Connie Gingham, Tax Collector, Berwick
Chris Klinger, Sewer Rental Clerk, Berwick

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

ROBERT M. BEITER and
KATHLEEN M. BEITER, his Wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF THE 26TH JUDICIAL DISTRICT
) COLUMBIA COUNTY BRANCH
)
) CIVIL ACTION - LAW
)
) ACTION OF MORTGAGE FORECLOSURE
)
) NO. 174 OF 1982
)
)

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: ROBERT M. BEITER, and KATHLEEN M. BEITER, his Wife, 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, Court House, Bloomsburg, Columbia County, Pennsylvania,
on _____, 1982, at _____ o'clock, ____ M.,
Eastern Standard Time, in the ____ noon of the said day, all your right,
title and interest in and to:


SEE ATTACHED SHEET

NOTICE IS HEREBY GIVEN to all claimants and parties in
interest, that the Sheriff will on _____, 1982, file a
Schedule of Distribution in his office, where the same will be avail-

able for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES OF BULL & BULL

BY


Robert E. Bull, Esquire
Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

All that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, towit:

BEGINNING at the corner of Lot No. 9 on the easterly side of LaSalle Street; thence easterly along said lot one hundred forty (140) feet to an alley; thence along the westerly side of said alley, in a southerly direction forty-eight (48) feet to a corner; thence westerly parallel with Elm Street, one hundred forty (140) feet to LaSalle Street; thence along the easterly side of LaSalle Street in a northerly direction fortyeight (48) feet to a corner the place of beginning.

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WHEREIN, Anthony Melito and Anna Melito, his Wife, excepted and reserved unto themselves or the survivor of them, the rents, income, profits from and the right of occupancy of the above described premises for and during the term of their natural lives. Anna Melito died, so that Anthony Melito who joins in this deed for the purpose of releasing his life interest is the sole owner of said life interest.

AND BEING the same premises conveyed to Robert M. Beiter and Kathleen M. Beiter, his Wife, by deed of Anthony Melito, Widower, by Anthony P. Melito, his Attorney in Fact, and Anthony P. Melito and Judy: Melito, his Wife, dated July 17, 1979, and about to be recorded herewith.

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

ROBERT M. BEITER and
KATHLEEN M. BEITER, his Wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF THE 26TH JUDICIAL DISTRICT
) COLUMBIA COUNTY BRANCH

) CIVIL ACTION - LAW

) ACTION OF MORTGAGE FORECLOSURE

) NO. 174 OF 1982
)
)

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: ROBERT M. BEITER, and KATHLEEN M. BEITER, his Wife, 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, Court House, Bloomsburg, Columbia County, Pennsylvania,
on MAY 27, 1982, at 2:00 o'clock, P.M.,
Eastern ~~Standard~~ ^{DAYLIGHT} Time, in the AFTERnoon of the said day, all your right,
title and interest in and to:

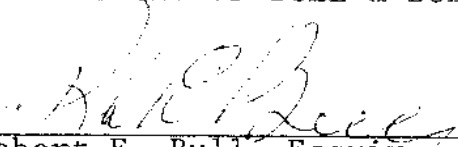
SEE ATTACHED SHEET

NOTICE IS HEREBY GIVEN to all claimants and parties in
interest, that the Sheriff will on MAY 28, 1982, file a
Schedule of Distribution in his office, where the same will be avail-

able for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES OF BULL & BULL

BY


Robert E. Bull, Esquire
Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

ROBERT M. BEITER and
KATHLEEN M. BEITER,
his Wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF THE 26TH JUDICIAL DISTRICT
) COLUMBIA COUNTY BRANCH
)
) CIVIL ACTION - LAW
)
) ACTION OF MORTGAGE FORECLOSURE
)
) NO. 174 OF 1982
)
)

AFFIDAVIT PURSUANT TO PA. R.C.P. NO. 3129(a)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

Robert E. Bull, Esquire, being duly sworn according to law,
does depose and say that he is the Attorney for the Plaintiff, that he
makes this Affidavit on the Plaintiff's behalf, and that he is authorized
to do so on behalf of the Plaintiff; and that to the best of his knowl-
edge, information and belief, the names and last known address of the
owners and of the Defendants in the above-captioned judgment is:

ROBERT M. BEITER and
KATHLEEN M. BEITER, his Wife
R. D. #3
Berwick, PA 18603

LAW OFFICES OF BULL & BULL

BY Robert E. Bull
Robert E. Bull, Esquire

Sworn to and subscribed before me
this 24 day of March, 1982.

[Signature]
Notary Public

My Commission Expires: 3/29/82