LAW OFFICES

#### JOSEPH A. GOLDBECK, JR.

A PROFESSIONAL CORPORATION

1000 PENN MUTUAL TOWER

510 WALNUT STREET

PHILADELPHIA, PENNSYLVANIA 19106

(215) 627-1322

June 28, 1982

Sheriff's Office Columbia County Courthouse Bloomsburg, Pennsylvania 17815

Attention: Al Zale

RE: No. 316-1982

LARSON v. CHURCH

Dear Mr. Zale:

Enclosed herewith are transfer tax affidavits. Please deed the property to Robert P. Nimmo, Administrator of Veterans Affairs, his successors and assigns.

Please send me the recorded Sheriff's Deed in the enclosed self addressed stamped envelope.

trolly yours

A. **GOLD**BECK, JR.

JAG/kml Enc.

TUGGE DEPUT

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3. 24 St () 1 mg

OFFICE BIA COUNTY

#### EV-183 FO (7-80) COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF FIELD OPERATIONS

### REALTY TRANSFER TAX

#### AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
OOK NUMBER
AGE NUMBER
ATE RECORDED

AGENT FOR GRANTOR
TRUSTEE

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 AGIFT, 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)

	inistrator of Vetera		ZIP CODE
Affairs, his successo	ors and assigns	Was	hington, DC
LOCATION OF LAND, TENEMENT	S AND HEREDITAMENTS:	ADDRESS	ZIP COOE
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R.D. STREET & NUMBER OR OTHER	DESCRIPTION NAME OF LO	CAL GOVERNMENTAL UNI	T COUNTY
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FAIR MARKET VALUE \$ 37.7			
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	W. W. C. Maria, Ass.		
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EXISTING LIEN OR OBLIGATION:	\$DISPOSITIO		
CYENHOLDER		ADDRESS	
official conducting sale $\overline{V}$ successful bidder $\_ROBERT$	NAME I <u>P. NIMMO, A</u> dminist NAME	riff of Columb	oia Co., Bloomsburg,
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE BUREAU OF FIELD OPERATIONS

#### REALTY TRANSFER TAX

AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
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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 AGIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

#### SECTION [

	(COMPLETE FOR ALL TR	(ANSACTIONS)	
Victor Vandling, Sher			PA 17815
ROBERT P. NIMMO, Admir Affairs, his successor	distrator of Vete	rans	ZIF CODE
GRANTEE (S)		ADDRESS	ington, DC
LOCATION OF LAND, TENEMENTS	AND HEREDITAMENTS:		
R.D. STREET & NUMBER OR OTHER DR	ick Borough, Columnia Services	imbia County, PA	COUNTY
FULL CONSIDERATION \$ 41	5.91 H	IGHEST ASSESSED VALUE A	2 320 00
FAIR MARKET VALUE \$ 37,75	6.54	ENLTY YOURSED THE	Evemnt
TAX EXEMPT TRANSACTIONS: IF REASON (S) AND CITE PORTION OF Of America, taking tiare, therefore, exemp	TRANSFER IS PARTIALLY ( LAWGrantee is	OR WHOLLY EXEMPT, SHOW an officer of the	AMOUNT EXEMPT. 1e United States
IF THIS IS A TRANSFER FROM A ST	RAW, AGENT OR TRUST AG	REEMENT, COMPLETE THE	REVERSE SIDE.
(COMPLETE ONLY IF PROPE	SECTION II RTY WAS SUBJECT TO LI	EN OR MORTGAGE AT TH	TE TIME OF TRANSFER)
EXISTING MORTGAGE: \$	DISPOSI'I	.10н	
MORTGAGET			
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EXISTING LIEN OR OBLIGATION: \$	——— DISPOSIT	тон	
(COMPLETE	SECTION III ONLY IF TRANSFER IS R	ESHI T OF HIDIGIAL CO.	E)
OFFICIAL CONDUCTING SALE Vic	tor Vandling, Sh	eriff of Columbia	c) 3 Co., Bloomsburg, pa
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success	ors and assigns,	ADDRESS DO	TITLE TITLE
	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2,320.00
JUDGEMENT PLUS INTEREST BID PRICE	\$ 37,756.54		
PRIOR RECORDED LIEN		\$ 415.91	
PRIOR RECORDED MORTGAGE	<u> </u>	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES WATER RENT DUE		1	
SEWAGE RENT DUE	3	\$	
ATTORNEY FEES	7	<u> </u>	
OTHER (COSTS, ETC.) TOTAL	5 77 787 87	3	
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ROBERT W. LARSON, Trustee for Kennedy Mortgage Co.

1415 Route 70 East

Cherry Hill, NJ 08034

COURT OF COMMON PLEAS OF COLUMBIA COUNTY

:

:

vs.

No. 316-1982

ALBERT D. CHURCH, JR. and RUTH ANN CHURCH, his wife 304 Mary Street

Berwick, PA 18603

Attorney I.D. #16132

#### AFFIDAVIT OF NOTICE UNDER RULE 3129

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF PHILADELPHIA

JOSEPH A. GOLDBECK, JR., Esquire, being duly sworn according to law deposes and says that he is the attorney for Plaintiff herein; that he is authorized to and does make this affidavit on its behalf; that the information contained herein is true and correct to the best of his knowledge, information and belief; that the names of the owners, real owners and reputed owners of the premises scheduled for sale herein are ALBERT D. CHURCH, JR. and RUTH ANN CHURCH, his wife, and that the names of the defendants in the judgment in the within action are ALBERT D. CHURCH, JR. and RUTH ANN CHURCH, his wife, and that the last known address of ALBERT D. CHURCH, JR. is 304 Mary Street, Berwick, PA 18603, and that the last known address of RUTH ANN CHURCH is 304 Mary Street, Berwick, PA 18603, and that written notice as attached hereto has been delivered to the Sheriff for servire on the foregoing persons.

By:

Attorney for Plaintiff

SWORN TO AND SUBSCRIBED:

before me this & th.day:

of area , 19 🥬:

ances M. From Notary Public

> My Commun. 1911 11 1997 1-, 1984

LAW OFFICES

#### JOSEPH A. GOLDBECK, JR.

A PROFESSIONAL CORPORATION

1000 PENN MUTUAL TOWER

510 WALNUT STREET

PHILADELPHIA, PENNSYLVANIA 19106

(215) 627-1322

April 27, 1982

Mr. and Mrs. Albert D. Church, Jr. 304 Mary Street Berwick, PA 18603

RE: NOTICE OF THE SALE OF REAL PROPERTY

Dear Mr. and Mrs. Church:

Please be advised that the property and improvements, if any, located at 304 Mary Street, Berwick, Columbia County, Pennsylvania, will be sold by the Sheriff's of Columbia County on 17th day of June , 1982, at 2:00 PM, in the Sheriff's Office, in Columbia County Courthouse, Bloomsburg, PA 17815.

This property and improvements, if any, is being sold pursuant to a judgment entered on April 27, 1982 in the amount of \$37,756.54 in the Court of Common Pleas of Columbia County, No. 316-1982, in favor of Plaintiff, ROBERT W. LARSON, Trustee for Kennedy Mortgage Co., and against the Defendants in the aforesaid judgment.

The names of the owners, real owners, and reputed owners of the aforesaid property are ALBERT D. CHURCH, JR. and RUTH ANN CHURCH, his wife.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than 30 days after the said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of the filing of said schedule. You should check with the Sheriff's Office by calling 717-784-1991 to determine the actual date of the filing of said schedule.

Chart

Very truly

OSEPH A. GOLDBECK, JR.

JAG/km

ALL those two certain pieces, parcels and tracts of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

# THE FIRST THEREOF!

BEGINNING at the corner of Lot No. 300 on Mary Street; then westwardly a distance of 55 feet 6 inches; thence southwardly a distance of 145 feet to a 15 foot alley; thence eastwardly a distance of 41 feet to corner of Lot No. 300; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover, and this deed to convey Lot No. 301 is Duval Dickson's Fourth plot of lots as marked and shown on plot

# THE SECOND THEREOF:

201

BEGINNING at the corner of Lot No. 299 on Pearl Street; thence west a distance of 45 feet to corner of Lot No. 301; thence south a distance of 145 feet to a 15 foot alley; thence east a distance of 45 feet to corner of Lot No. 299; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 300 in Duval Dickson's Fourth Plot of Lots as marked and WAIVER OF WATCHMAN - Any Deputy Sheriff levying upon or attaching any property under which writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Attorney for Plaintiff

Now April 27. 1982, the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

Attorney for Plaintiff

JOSETH A. GOLDBECK, JR.

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within	n writ, to
me directed, I seized and took into execution the within described real estate, and after having a	given due
legal and timely notice of the time and place of sale, by advertisements in divers public ne	-
and by handbills set up in the most public places in my bailiwick, I did on THURSDAY	the
17TH day of JUNE 1982, at 2:00	
o'clock	premises
to sale at public vendue or outcry, when and where I sold the same to ROBERT NIMMO, ADMIN	
OF VETERANS AFFAIRS, his successors and assigns	4
for the price or sum of FOUR HUNDRED SEVEN and 75/100 (\$407.75) plus EIGHT and 16/100 (	
being the highest and best bidder, and that the highest and be	
bidden for the same; which I have applied as follows, viz: To costs	_
Columbia County Sheriff's Dept. Sale Cost \$88.15	
Poundage <u>8.16</u> \$	96.31
Proce-Entonnuico Inc	79.22
Henrie Bristine	32.50
Prothonotone of Calcula Court	13.00
Recorder of Deeds of Columbia County	17.50
Connie C. Gingher, Tax Collector, Berwick Borough (1982 County Taxes)	90.48
Borough of Berwick (Sewer Bill)	86.90
Robert W. Larson, Trustee for Kennedy Mortgage Co.	
Albert D. Church, Jr. and Ruth Ann Church, his wife	
No. 35 of 1982 E.D. No. 316 of 1982 J.D.	
heriff's Office, Bloomsburg, Pa. So answers  18 JUNE 1982  VICTOR B. VANDLING	Sheriff

# **LIST OF LIENS**

# **VERSUS**

······	Court of Common Pleas of Cold	mbia County, Pennsylvan
Robert W. Larson, Trustee for	No 316 of	
Kennedy Mortage Company	Real Debt	\$ 3.7•756•54
***************************************	Interest from 4-27-82	
versus	Commission	
473	Costs	
Albert D. Church, Jr. and	Judgment entered 5-3-82.	
Ruth Ann Ohumah	Date of Lien .4-27-8	
Ruth Ann Church	Nature of Lien Default Ju	dgment
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versus	Commission	
	Costs	[]
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	Real Debt	
	Interest from	•
versus	Commission	
ļ	Costs	
	Judgment entered	
	Date of Lien	
	Nature of Lien	

Novs. Church	TERM _SESS. 19	BLOOMSBURG, PA., June 7 82  M Sheriff	1 .
		PETERSON, Dr.	

List of Liens	\$10,00

# State of Pennsylvania County of Columbia ss.

Beverly J. Michael, Acting

I, FRANK 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

Albert D. Church, Jr. and Ruth Ann Church, 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 15th day of June A.D., 19 82.

Burry J. Michael RECORDER

\* (5% tr + \$100 K# 805-513-9 PENNSYLVANIA



### MORTGAGE

THIS INDENTURE, made the 20th day of November in the year of our Lord one thousand nine hundred and eighty
Albert D. Church, Jr. and Ruth Ann Church, his wife
KENNEDY MORTGAGE CO. , BETWEEN (hereinafter called Mortgagor) and a corporation organized and existing under the laws of the State of New Jersey its principal office and post-office address in Cherry Hill, New Jersey at 11 Allison Drive (hereinafter called Mortgages): WITNESSETH: That the Mortgagor to secure the payment of Thirty thousand four hundred -----00/100 Dollars (\$ 30,450.00 ), with interest from date, at the rate of Thirteen per centum ( 13 %) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagoe, in monthly installments offhree hundred thirty-six----84/100 Dollars (\$ 335.84 , 1981 ), commencing on the first day of January continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of December

, and also to secure the performance of all covenants, agreements and conditions herein con-

and Commonwealth of Pennsylvania, to wit:

BEING more particularly described according to legal description attached hereto and made a part hereof.

tained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee.

ALL the following described real property situate in the Borough of Berwick

ALL the following described real property situate in the County of Columbia and Commonwe

THIS MORTGAGE BEING INTENDED TO BE A PURCHASE MONEY MORTGAGE UNDER THE PROVISIONS LIEN PRIORITY LAW AS AMENDED.

SHOULD the Veterans Administration fail or refuse to issue the guarantee of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944 as amended within thirty days of the date hereof, the mortgages herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned namely. herein mentioned, namely,

NONE

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

To Have and to Hold said property, hereby granted, with the appurtenances, unto said Mortgagee s own use forever: UNDER AND SUBJECT: as aforesaid. to its own use forever:

BOOK 202 PART 164

#### REVISED LECAL DESCRIPTION

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

BEGINNING at a railroad spike at the southeast intersection of Mary Street and Chestnut Street; thence along the southerly boundary line of Mary Street North 66 degrees 20 minutes east 100.50 feet to a steel pin and which pin is at the northwest corner of lands now or late of Robert Williams, Jr.; thence along the westerly boundary line of lands now or late of Robert Williams, Jr. South 21 degrees 13 minutes 24 seconds east 145.12 feet to a steel pin on the northerly side of a 15 foot alley; thence along the northerly boundary line of said alley south 66 degrees 20 minutes west 96 feet to a steel pin on the easterly boundary line of Chestnut Street; thence along the easterly boundary line of Chestnut Street, north 23 degrees 00 minutes west 145 feet to the place of beginning. CONTAINING 14,245.24 square feet and being Lot 301 (along Chestnut Street) and Lot 300.

The Deeds in the chain of title indicate that Lot 300 is situate on Pearl Street which is an obvious error. The deeds in the chain of title also refer to Lot 301 being 41 feet along the alley whereas, Lot 301 was actually 51 feet in width along said alley.

AND BEING the same land and premises which Harlan Kelchner, Executor of the Last Will and Testament of Cora Kelchner, and Harlan Kelchner and Joan Marie Kelchner, his wife, by Indenture, dated the 20th of November, 1980, and intended to be forthwith recorded, granted and conveyed unto the said Albert D. Church, Jr. and Ruth Ann Church, his wife, in fee.

LEGAL description attached to mortgage made by Albert D. Church, Jr. and Ruth Ann Church, his wife, to Kennedy Mortgage Co., dated November 20, 1980.



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This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor covenants and agrees:

- 1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
- 2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:
  - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be water rents.
  - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable a this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:
    - (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;

(II) interest on this debt; and

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(III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling deliquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

- 3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

  4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents,
- 4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.
- 5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.
- 6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss, if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

  7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon
- 7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.
- 8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or o. Mortgagor will not suffer any hen superior to the hen created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

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- 10. The lien of this Mortgagee shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.
- 11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagoe for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.
- 12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.
- 13. If, at any time, a Writ of Execution (Moncy Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an and reasonable attorney's fees

payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereto. After deducting the cost of such alterations, renovations, repairs, replacements, and the expenses incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

PROVIDED, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

without further stay of execution or other process, any law, usage, or custom to the contrary notwith-standing. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is accurity.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgages, the aforesaid debt secured by this Mortgage, when and in the manner bereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferee thereof, whether by operation of law or otherwise. by operation of law or otherwise,

In Witness Whereor, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

COLLect add	ress of the within-ne			(SEAL) (SEAL)
COUNTY O  On this in & for the a  and acknow desired the a  Witness The mortgager of the mortgage ha	20th foresaid County ledged the within In Hame to be recorded as IS my hand and seal, Eartifies that	day of November  v came the above-named denture of Mortgage to be the a such, the day and year aforesaid.  a true copy of and the day and dear aforesaid.	, A.D., 1980 before me IAlbert D. Church, J Ir and sech of the Control of the Con	a notary public part and Ann Ann And Andread and Church
COMMONWEALTH OF PENNSYLVANIA	x# 805-513-9  va# LH 373-830  MORTGAGE  T/co# 765789(1.1.C.P.)	Albert D. Church, Jr Ruth Ann Church, Jr TO KENNEDY PORT 11 A1118 on D Cherry Hill, PREMISES: 304 Mary S	COMMONWEALTH OF PENNSYLVANIA COUNTY OF Columbia  Recorded on this 25th day of November , A.D. 19 80 in the Recorder's Office of said County in Mortgage Book , Vol. 202 , page 164	other under my hand and seal of the said of the said of the day and verseloresaid.  Revisible Branch Relina Recorder

#### MORTGAGE

AVCO FINANCIAL BERVICES Consumer Discount Co. One ACCOUNT NUMBER 140204946 MORTGAGOR(S). 105 Vest Front Street INITIAL Church Albert Ð Ruth Berwi ek . PENNSYL VANIA WITNESSE 14, that Mortgagorial, does multipage, grant and convey to Mortgagoe, its success ors or assigns the following described Real Estate in the Columbia county of ... ..., State of Pennsylvania, to wit: Borough of Borwick Resident Address: 304 Mary Street Berwick, PA 18003

See Ammendment A

MORTGALEE

together with all buildings and improvements now or hereafter erected thereon the appurtenances thereunto belonging and the tents issue and profits thereof

TO HAVE AND TO HOLD the above-described premises, with the apportenances and flybures, unto the said Mortgagee, its successors and acoleus, foresee, 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 Connectional as now or necessities enough, which said rights and benefits the said Mortgager 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 min with interest as provided in accordance with the terms and provisions of a Loan Agreement/Promissory Note thereinafter reterred to as a time Agreement it dailed to the first the provision of the principal min with interest as provided in accordance with the terms and provisions of a Loan Agreement/Promissory Note thereinafter reterred to as a time Agreement it dailed to the order of the principal min with interest as provided in accordance with the terms and provisions of a Loan Agreement/Promissory Note thereinafter reterred to as a time Agreement it dailed to the order of the principal min with interest as provided in accordance.

..., herewith executed by Morseagor, or any time of them, and pocable to the order of 

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order, CIRNL to the payment of taxes and assessments that may be levied and assessed against said premises, mairance premiums, repairs and all other charges and expenses agreed to be path by the Mortgagor.

SICOND, To the payment of interest due on said loan.

THERD To the payment of principal

TE IS MICHALLY AGREED THAT: (1) If the said Marigagor shall fail or neglect to pay installments on said Loan Agreement or agon details in performance of any agreement becomed, or speed whe or other disposition of the premises by Morigagor, or should any action or proceeding be filed in any cours to enforce on lien on, claim against or interest in the premises, then all sums owing by the Morigagor or any one of them to the Morigagor under this Morigagor of order the form Agreement secured hereby shall immediately become due and payable at the option of the Morigagor. In such event the Morigagor shall have the capts innotediately to foreclose this morigage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and safe for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this morigage, costs of such and costs of safe, if 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 exertised 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 from existing and continuing or thereafter accruing.

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BOOK 206 MIF 339



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Richmost Marian Reichner, Executor of the Last Will and Testament of Core Relchner, and Harian Reichner and Joan Maris Reichner, his wife, of Binghamton, New York, GRAMTORS,

ALBERT D. CHURCE, JR., and RUTH ANN CHURCH, his wife, of the Borough of Berwick, County of Columbia and State of Pennsylvania, GRANTEZS.

REAL ESTATE TRANSFER TAX

ALL those two certain pieces, parcels and tracts of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

#### THE FIRST THEREOF.

BEGINNING at the corner of Lot No. 300 on Mary Street; thence westwardly a distance of 35 feet 5 inches; thence southwardly a distance of 145 feet to a 15 foot alley; thence eastwardly a distance of 41 feet to corner of Lot No. 300; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover, and this deed to convey Lot No. 301 in Duval Dickson's Fourth plot of lots as marked and shown on plot or plan.

#### THE BECOND THEREOF

BEGINNING at the corner of Lot No. 299 on Pearl Street; thence went a distance of 45 feet to corner of Lot No. 301; thence south a distance of 145 feet to a 15 foot alley; thence east a distance of 45 feet to corner of Lot No. 299; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 300 in Daval Dickson's Fourth Plot of Lots as marked and shown on plot or plan.

BRING the same premises conveyed by the Clark of Orphans' Court, Division of the 26th Judicial District of Columbia County, Pennsylvania, to Harlan Keluhner by deed dated March 8, 1979, and recorded March 19, 1979, in Columbia County Deed Book 291, page 497.

Ball 206 as 340 am 300 ax 436

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

BEGINNING at a railroad spike at the southeast intersection of Mary Street and Chestnut Street; thence along the southerly boundary line of Mary Street north 66 degrees 20 minutes east 100.50 feet to a steel pin and which pin is at the northwest corner of lands now or late of Robert Williams, Jr.; thence along the westerly boundary line of lands now or late of Robert Williams, Jr., south 21 degrees 13 minutes 24 seconds east 145.12 feet to a steel pin on the northerly side of a 15 foot alley; thence along the northerly boundary line of said alley south 66 degrees 20 minutes west 36 feet to a steel pin em. the easterly boundary line of Chestnut Street, north 23 degrees 08 minutes west 145 feet to the place of beginning. CONTAINING 14,245.24 square feet and being Lot 301 (along Chestnut Street) and Lot 300.

The Deeds in the chain of title indicate that Lot 300 is situate on Pearl Street which is an obvious error. The Deeds in the chain of title also refer to Lot 301 being 61 feet along the alley whereas, Lot 301 was actually \$1 feet in width along said alley.

BOOK 206 May 341 1 1 300 BE 437

Control of the Contro

(3) By accepting payment of any sum accrosed hereby after its due date, mortgages does not wake its right either to roquire prompt payment when due of all other hums no secured or to declare definite for failure to to pay. If Mortgager shall pay said Loan Agreement at the time and in the manner of all other hums no secured to the time and the hums of adversal manner than that shall be you constructed the convenients and agreements herein, then this conveyance shall be null and void.

(4) I accept an otherwise provided herein, all Mortgagers shall be jointly and severally liable for fulfillment of the convenients and agreements herein, then this conveyance shall be null and void.

(4) I accept an otherwise provided herein, all Mortgagers shall be jointly and severally liable for fulfillment of the convenients and analysis of the particular representation.

(5) I way of the undersigned is a married person. The represents and warrants that this functional has been executed in his behalf, and for his sole and separate use and breactins and that he has not executed the same as surely for another, but that he is the Borrower horounder.

(SEAL)

Noting the provision of the presence of the presence of the undersigned with a presence of the undersigned without presentally appeared to be the personal whose the undersigned with the provision of the particular whose the undersigned with the presence of the undersigned without presentally appeared to be the personal whose the undersigned without presentally appeared to be the personal whose the undersigned without presentally appeared to be the personal whose the undersigned within the presental of the personal whose the undersigned with the correct address, or said Mortgages is 166 CC. FROAT the Constitution of the personal whose the personal whose the personal whose the personal present 
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COMMUNWEALTH OF PENNSYLVANIA

SELECTION OF COlumbia 11:12 a.m.

Maccorded on this 20th day of August A.D. 1981 in the Necorder's Office of the said County, in Mortgage Book, Vol. 206 page 339

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

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DOLLARS

Bloomsburg Bank-Columbia Trust Co.

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# 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 29, 1982

Connie C. Gingher 114 Mulberry St. Berwick, Fa. 18603

> RE: Robt. W. Larson, Trustee for Kennedy Mortgage Co. vs Church, Albert & Ruth Ann

Dear Ms. Gingher,

Copies of tax notices requested and forwarded to this office by you are being returned. Monies collected are being forwarded \$90.48.

Property purchased by Robt. Nimmo, Administrator of Veterans Affairs, his successors and assigns.

Thank you for your cooperation in this matter.

Very truly yours,

Victor B. Vandling

NOTE: Joseph A. Goldbeck Jr., Atty. at Law, 1000 Penn Mutual Tower, 510 Walnut St., Philadelphia, Pa. 19106 handled this matter for Plaintiff.



OFFICE OF

# SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMBBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1891

A. J. ZALE, Chief Deputy

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

June 18, 1982

Joseph A. Goldbeck, Jr. Attorney At Law 1000 Penn Mutual Tower 510 Walnut Street Philadelphia, Pa. 19106

RE: Robt W. Larson, Trustee etc.

Church, Albert & Ruth Ann NO: 35 of 1982 E.D.

.... 45 VI 1902 E.E.

Dear Mr. Goldbeck,

For your information and guidance the following

- 1. Copy of Schedule of Distribution.
- Copy of 1982 Columbia County Taxes provided by the Tax Collector for Berwick Borough.
- Copy of first page of DEED as it will appear when filed on date of distribution - June 29, 1982.

Any question should be directed to the undersigned. If I do not hear from you prior to date of distribution, it will be understood that the DEED as prepared meets with your satisfaction.

Very truly yours,

A. J. /214

# Know all Men by these Presents,

ALL those two certain pieces, parcels and tracts of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

#### THE FIRST THEREOF:

BEGINNING at the corner of Lot No. 300 on Mary Street; thence westwardly a distance of 55 feet 6 inches; thence southwardly a distance of 145 feet to a 15 foot alley; thence eastwardly a distance of 41 feet to corner of Lot No. 300; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover, and this deed to convey Lot No. 301 in Duval Dickson's Fourth plot of lots as marked and shown on plot or plan.

#### THE SECOND THEREOF:

BEGINNING at the corner of Lot No. 299 on Pearl Street; thence west a distance of 45 feet to corner of Lot No. 301; thence south a distance of 145 feet to a 15 foot alley; thence east a distance of 45 feet to corner of Lot 299; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 300 in Duval Dickson's Fourth Flot of Lots as marked and shown on plot or plan.

BEING the same premises conveyed by the Clerk of Orphans' Court, Division of the 26th Judicial District of Columbia County, Pennsylvania, to Harlan Kelchner by deed dated March 8, 1979, and recorded March 19, 1979 in Columbia County Deed Book 291, page 697.

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

BEGINNING at a railroad spike at the southeast intersection of Mary Street and Chestnut Street; thence along the southerly boundry line of Mary Street north 66 degrees 20 minutes east 100.50 feet to a steel pin and which pin is at the northwest corner of lands now or late of Robert Williams, Jr.; thence along the westerly boundary line of lands now or late of Robert Williams, Jr.; south 21 degrees 13 minutes 24 seconds east 145.12 feet to a steel pin on the northerly side of a 15 foot alley; thence along the northerly boundry line of said alley south 66 degrees 20 minutes west 96 feet to a steel pin on the easterly boundary line of Chestnut Street, north 23 degrees 00 minutes west 145 feet to the place of beginning. CONTAINING 14,245.24 square feet and being Lot 301 (along Chestnut Street) and Lot 300.

The Deeds in the chain of title indicate that Lot 300 is situate on Pearl Street which is an obvious error. The Deeds in the chain of title also refer to Lot 301 being 41 feet along the alley whereas, Lot 301 was actually 51 feet in width along said alley.

To the Honorable, the Judg	od mithin
and the Administration of the Director	t in obedie
I HEREBY CERTIFY AND RETURN, Tha	t in obedie within writ, to
me directed, I seized and took into execution the w	
legal and timely notice of the time and place of	
and by handbills set up in the most public places in	
17TH day of Jun	132 / Miles
o'clock P. M., of said day at the Court I	
to sale at public vendue or outcry, wher	d premises
OF VETERANS AFFAIRS, his succes	Austrica Austrica Austria
	( 19 <sup>3</sup> )
for the price or sum of FOUR HUN POUNDAGE	/ / / / / / / / / / / / / / / / / / /
TO SECTION V	Dollars
FE A LACK	at the highest and best price
bidden for the same; w	
Columbia County States k. 6 10	
Press-Ente Strate 2 2 A. d. Sugar	\$ 96.31
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Henrie Proti.  Recorder o.  Proticulation of the protection of the	13.00
160 11 10 10 10 10 10 10 10 10 10 10 10 10	17.50
	Grough (1982 County Taxes) 90.48
Borough of Berwick (-	86.90 # 4/15.91
	The state of the s
	6/29/82
Dear Jos	
Robert W. Larson, Trustee for Kennedy Mortgase Co.	You will note that \$415.91 was the total amount expended in costs and taxes for the listed
Albert D. Church, Jr. and	mortgage foreclosure. At time writ was filed \$500.00 advance cost monies were received via
- Ruth Ann Church, his wife	check #6175 dated 4/26/82.
No. 35 of 1982 E.D. No. 316 of 1982 J.D.	Our check #5462, dated 6/29/82, payable to you is enclosed as REFUND of unused advance
	cost monies. Amount \$84.09.
*	We trust the service provided by this department has been satisfactory.
	Very truly yours,
Sheriff's Office, Bloomsburg, Pa. ) So answers	A. J. Rale
18 JUNE 1982	Vistora B Vandling
	VICTOR 3. VANDLING Sceriff
to the second of	

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virts	ne of the within writ, to
me directed, I seized and took into execution the within described real estate, and	
legal and timely notice of the time and place of sale, by advertisements in d	
and by handbills set up in the most public places in my bailiwick, I did on	<del>-</del> -
day of JUNE 1982	
o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, 1	
	<del>-</del>
to sale at public vendue or outcry, when and where I sold the same to ROBER OF VETERANS AFFAIRS, his successors and assigns	I MINDLY ADMINISTRATO
for the price or sum of FOUR HUNDRED SEVEN and 75/100 (\$407.75) plus EIGH	•
being the highest and best bidder, and that th	
bidden for the same; which I have applied as follows, viz: To costs	
Columbia County Sheriff's Dept. Sale Cost \$88.15	
Poundage <u>8.16</u>	\$ 96.31
Press-Enterprise, Inc.	79.22
Henrie Printing	32.50
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	17,50
Connie C. Gingher, Tax Collector, Berwick Borough (1982 County Taxes)	90.48
Borough of Berwick (Sewer Bill)	86.90
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	Separation of the second secon
Robert W. Larson, Trustee for Kennedy Mortgage Co.	
YS.	
Albert D. Church, Jr. and Ruth Ann Church, his wife	
No. 35 of 1982 E.D. No. 316 of 1982 J.D.	
Sheriff's Office, Bloomsburg, Pa. ) So answers	
18 JUNE 1982 \\ \.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\.\	00, :

# 1183 (2-78) COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUSSAU OF FISED OPERATIONS

#### REALTY TRANSFER TAX

#### AFFIDAVIT OF VALUE

LOK KECOMDEK 2 D2E BMFA	
BOOK NUMBER	
PAGE NUMBER	
DATE RECORDED	

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

# SECTION

Albert D. Church, Jr. an	(COMPLETE FOR ALL T	RANSACTIONS)	
Albert D. Church, Jr. and	a tiden van Charen, m	ADUPESS	
Administrator of Veteran	e Affoine		ZIP CODE
GRANTEE (S)	2 VIIGIT2	Washington, D.C.	
LOCATION OF LAND, TENEMENT	S AND HEREDITAMENTS.	ADDRESS	ZIP CODE
304 Mary Street	Berwick	Borough	Columbia
Monator of Other	DESCRIPTION NAME OF	LOCAL GOVERNMENTAL UNIT	COUNTY
FULL CONSIDERATION \$ 407.75	<u>5</u>	HIGHEST ASSESSED VALUE	\$ 2320.00
FAIR MARKET VALUE \$_6960.0			AID s None
TAX EXEMPT TRANSACTIONS: II	F TRANSFER IS DADTIALLY	CO WHOLLY EVENDE AND	
REASON (S) AND CITE PORTION (	OF LAW.	DA WHOLE, EXEMPT, 5110	MAMOUNT EXEMPT,
This transfer is tax e	exempt as a conveyanc	e to an agency of t	he United States
OI WHEITCH			
IF THIS IS A TRANSFER FROM A	STRAW, AGENT OR TRUST A	GREEMENT, COMPLETE TH	E REVERSE SIDE.
/60UDL ETT 6/11 V (F DD6D	SECTION II		
(COMPLETE ONLY IF PROP			
EXISTING MORTGAGE: \$	DISPOSI	TION	
MORTGAGEE		ADDRESS	The state of the s
EXISTING MORTGAGE: \$	Disposi	TioN	·
MORTGAGEE		ADDRESS	
EXISTING LIEN OR OBLIGATION:	\$DISPOSI	TION	
LIENHOLDER		ADDRESS	
EXISTING LIEN OR OBLIGATION:	\$DISPOSI	TION	
		,	
LIENHOLDER		ADORESS	
	SECTION II	1	
	E ONLY IF TRANSFER IS F	RESULT OF JUDICIAL SA	LE)
OFFICIAL CONDUCTING SALE	Sheriff of Columbia		
SUCCESSFUL BIDDER Adminis	NAME	· · · · · · · · · · · · · · · · · · ·	**************************************
	(40)41	ADDRESS	TITLE
	JUDGEMENT PLUS		HIGHEST ASSESSED
	PRIOR LIENS	SID PRICE	VALUE
HIGHEST ASSESSED VALUE JUDGEMENT PLUS INTEREST	\$37,756,54		s 2320.00
BID PRICE	707,130,34	s 407.75	
PRIOR RECORDED LIEN	\$	5	
PRIOR RECORDED MORTGAGE	\$	S	
PRIOR RECORDED MORTGAGE	\$	<u>s</u>	
WATER RENT DUE	\$ 5	\$	
SEWAGE RENT DUE	5	5	
ATTORNEY FEES	\$	3	
OTHER (COSTS, ETC.)	5	S	
TOTAL	s 37,756.54	s 407.75	\$ 2320.00
	NOT	E: CALCULATIONS MUST BE S	HOWN IN ACE COLUMNS.
SWORN AND SUBSCRIBED BEFORE ME T		ON BOTH SIDES O	PRMATION ENTERED F THIS AFFIDAVIT IS
DAY OF		BEST OF MY KNO	COMPLETE TO THE *LEDGE, INFORMATION
		AND BELIEF.	
NOTARY PUBLIC	## ## ## ## ## ## ## ## ## ## ## ## ##	∕ n	
·		<u></u>	- Lale
MY COMMISSION EXPIRES	10		E TOTAL CONTRACTOR OF THE PROPERTY OF THE PROP
	19	GRANTEE	AGENT FOR GRANTEE
		GRANTOR GRANTOR STRAW	XX AGENT FOR GRANTOS

Sheriff Sale - Albert & Ruth (	PRESS-ENTERPRISE, INC. 111 W. Main St., P. O. Box 210 Bloomsburg, Pa. 17815 Church	ALE  of Execu- of 1982, he Court as of Col- directed will be blic sale outcry to best bid- in the e, Court lown of
Victor Vandling	-	Columbio sylvania, 17,1962 lock a certain ols and situate in
		Berwick, mbia and sylvania, described rit: HEREOF: he corner
Paul R. Eyerly III says that Berwick Enterprise is a newspap	wordly a distance of corner of Le	es; thence a distance lo a 15 foot eastwardly poses and
VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA		5425 5425 11. 19.82 60-583
Seventy-Nine and 22		11. 19.82 60-593 813 · 19. 22 DOLLARS
Bloomsburg Book-columbia Trust co.  Bloomsburg Book-columbia Trust co.  R.W. LARSEN, Trustee etc. Vs. Church  Legat 115 NJ. 35 of 1972 E.D. 01:03 130 573615	Victor B. Van 572018 2000 011 05	lling and
And now,	as marked a plot or plon. Notice is he all cloimon in interest iff will on file a Scher and in interest in the second in the	reby given to 19. 19. 19. 19. 19. 19. 19. 19. 19. 19.

### STATE OF PENNSYLVANIA COUNTY OF COLUMBIA

Paul R. Eyerly III ...., being duly swoi says that Berwick Enterprise is a newspaper of general circula place of business in the Town of Berwick, County of Columbia anestablished on the 6th day of April, 1903, and has been published Holidays) continuously in said Town, County and State since th hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on ..... that the affiant is one of the owners and publishers of said newspa or notice was published; that neither the affiant nor Berwick Ent ject matter of said notice and advertisement, and that all of statement as to time, place, and character of publication are true

Sworn and subscribed to before me this . . . . . . . . . . . . day of

My Com ΒU

MY C

charges amounting to \$..... for publishing the foregoing fidavit have been paid in full.

SHERIFF'S SALE Sheriff Joseph A Goldbeck Jrys Esquire ( May 26, June 2,9

By virtue at Writ of Execu-fion 16. 38 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, Thurs., June 17,1982

at 2:00 o'clock ALL THOSE two certain

tracts of land, situate in

pieces.

parcels and

the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit: THEREOF: THE FIRST Beginning at the corner of Lot No. 300 on Mary Street; thence westwardly a distance of 55 feet 6 inches; thence southwardly a distance of 145 feet to a 15 foot eposes and alley; thence eastwardly a distance of 41 feet to corner of Lot No. 300; thence northwardly o distance of 145 feet to the place of beginning. This description is and Legal intended to cover, and this deed to convey, Lot ment; that No. 301 in Duval Dick-

as marked and shown on plot or plan. THE SECOND THEREOF: Beginning at the corner of Lot No. 299 on Pearl published; Street; thence west a distance of 45 feet to ortisement corner of Lot No. 301; thence south a distance in the subof 145 feet to a 15 fact alley; thence east a distance of 45 feet to corner of Lot No." 299; thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 300 in Duval Dickson's Fourth Plot of Lots as marked and shown on plot or plan.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on June 18, 1982; 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 filed exceptions (10) days within ten thereafter.

Seized and taken in execution at the suit of Robert W. Larson, Trustee for Kenndy Mortgage Company vs. Albert D. Church, Jr. and Ruth Ann Church, his wife. Victor, B Vandling

office and .a, and was and Legal son's Fourth plot of lots proceeding

foregoing

ublication or this af000602

344 MARKET ST.

**BERWICK, PA. 18603** 

DATE May 12, 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.

GHERIFF'S SALE Fune 17, 1982 property located at 304 Mary St., Berwick, Pa.owned by Albert Church. The sewer bill is as `ollows:

Acct.# 1140

April 1982 May, June 1982 + 8.00 \$ 86.90

lease make check <u>payable to Borough of Berwick</u> along with the ew owners name and address and the date that it was recorded n the courthouse.

> Christopher Klinger Chief Sewer Rental Clerk

PAID BY CHECK NO.

VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA

5461

ROF BOROUGH OF BERWICK

June 29 19 82

\$ 86.90

Bloomsburg Bank-Columbia trust co. Bloomsburg Pa

FOR LARSON KONNEDY MORTAGE CO. NS Church

572mB10m01m

∘1**:**0313059361:



#### DFFICE OF

# SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

A. J. ZALE, Chief Deputy

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

June 29, 1982

Christopher Klinger Borough of Berwick 344 Market Street Berwick, Pa. 18603

> RE: Robt. W. Larson, Trustee for Kennedy Mortgage Co. vs Church, Albert & Ruth Ann

Dear Chris,

This memo is to notify you that the scheduled SHERIFF'S SALE in the captioned case was hald \_\_\_\_\_\_ June 17, 1982

Copies of \*\*Dew notices requested and forwarded to this office by you are being returned. Monies collected are being forwarded . \$86.90

Property purchased by Robt. Nimmo, Administrator of Veterans
Affairs, his successors and assigns.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale for Victor B. Vandling

NOTE: Joseph A. Goldbeck Jr., Atty. at Law, 1000 Penn Mutual Tower, 510 Walnut St., Philadelphia, Pa. 19106 handled this matter for Plaintiff.

Robt W. LARSON, TRUSTER	vs Church, Albert +	R.H. A.
THURSDAY, June 17, 1	982 NO. 35 01	1982 F D
		<u> </u>
WRIT OF EXECUTION:		
Judgement Principal	\$ <u>37,756.</u> s	TOTAL
Insurance / Atty. Fee		<del></del>
Interest from to		<del></del>
near ascate lax	**************************************	<del></del>
Interest fromtodays @ \$	* · · · · · · · · · · · · · · · · ·	
days @ \$	per day	
•	Total	
INITIAL PROTHONOTARY COSTS (PD. BY A		
rroth. (Writ)		
Pro. Pd.	31.00	
Shff. V.	_3/.35	
Judg. Fee Atty. Fee		
Satisfaction		
og CISTACCION		
	Total\$	<b>c</b> /
ADDODDOSXX XDOOGX	# <del>%%</del> #ickXxxxXxXxXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	**************************************
SHERIFF'S COST OF SALE:	10 tal 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<b>\$</b> .37,515,89
Docket & Levy	·	***
Service of Notice	10.75	
Postage	_/0.00	,
Posting of Sale Bills (Bldg., Off	ica John eta )	
wavercraing, pare pills		
Advertising, Newspapers	<u> 5.00</u> 5.00	
Mileage	17.40	
Crying/Adjourn of Sale		
Poundage (2% 1st \$1000 plus 3% each	ch \$ thereafter)	
Sheriff's Deed (executing & regis-	tering) <u>20.00</u>	
	***************************************	And the second
	Total	\$
	Total\$	
Morning Press (Ads)	•	•
Berwick Enterprise (Ads)	<del>7</del> 9, 20	
Henrie Printing	32.50	
Finance Charges		
	Total\$ /// 378	\$111.72
D 41		117.72
Prothonotary - List of Liens	10.00	
Deed	3.00	
	Total \$ 13.00	\$ 13.00
Recorder of Columbia Co.		
Deed, Search, Affidavit	The second secon	
State Stamps	<u></u>	
Realty Transfer Stamps	·	
2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	Total \$	Sept. 18 Comments
	Total D	\$
REAL ESTATE TAXES:		
Borough/Township & County Taxes, 19	90.48	
School Taxes, District	)	<i>i</i>
School Taxes, District Parcel #1 04.1-1-40 Parcel #2	181 292.43 +26 41	1/82
Parcel #2 Parcel #3		7
Parcel #4		
- GIVET 114		/
	Total \$ 90.48	\$ 90.48
SEWERAGE RENT DUE:		
Municipality Berwick for	1082 + 01 0 =	
	<u> </u>	\$86.90
	(TAXES & COSTS)TOTAL	\$ 700.18
	Begin "Bid"	4.000

SHERIFF'S SALE
ON REHALF 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, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.
IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON CLOCK NOON ON THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 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 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 1% THEREAFTER OF THE BID PRICE.
ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$, WHICHEVER IS HIGHER.
ALSO, STATE STAMPS OF 1% OF BID OR OF \$, WHICHEVER IS HIGHER.
BUYER

note: KENNEDY MORTGAGE COMPANY IS IN BANKRUPTCY ROBERT W. LARSON IS HANDLING THE BANKRUPTCY PROPERTY IS THAT OF <u>VETERANS DAMINISTRATION</u>

PRICE

POUNDAGE

STATE STAMPS \_\_\_

DEED IN NAME OF

REALTY TRANFER TAX

(Info provided by "Cathy" McNee on 5/5/82 @ 9:30 AM)



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLDOMSBURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J., O'BRIEN, EE F. MENBINGER, DEPUTY LINDA EL MOWERY,

May 17, 1982

Joseph A. Goldbeck, Jr. Attorney At Law 1000 Penn Mutual Tower 510 Walnut Street 🐇 Philadelphia, Pa. 19106

RES

Robt. W. Larson, Trustee etc.

VS٤

Church, Albert & Ruth Ann

NOs 35 of 1982 E.D.

Dear Mr. Goldbeck,

The enclosed copies of Sheriff's Sale hand-bills are for your information and guidance.

We expect you or your designated representative to appear at the set time and place of this scheduled sale.

Should developments occur whereby the plaintiff desires discontinuance of this sale, please advise our office in writing. Costs incurred will be furnished for settlement. Any unused monies from ... the advance deposit received will be refunded. Likewise any additional monies expended to cover the Sheriff's costs will be billed to your office for prompt payment.

Any questions in the matter should be directed to

the undersigned.

Very truly yours,

Victor B. Vandling, Sheriff



# SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVAXIA, 17815

VICTOR B. VANDLING, Sheriff

Robert W. Larson, Trustee for Kennedy Mortgage Co.

٧s

Albert D Church & Ruth Ann Church

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA, NO.35 of 1982 WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

### POSTING OF PROPERTY

May 20,1982 at 8:55 A	.м.
SALE bill on the property of A	posted a copy of the SHERIFF'S
and brobatty of W	Dert D Church & Kuth Ann Church
304 Mary St., Berwick, Penna.	18603
Columbia County, Pennsylvania.	Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien	County Deputy

John J. O'Brien
Deputy Sheriff

Victor B. Vandling Sheriff, Col. Co.

Fort

Sworn and subscribed before me this 20 th day of May 1982

Frederick J. Peterson, Prothonotary Columbia County, Pennsylvania



OFFICE OF

# SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMBBURB, 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

Robert W. Larson, Trustee Columbia County for Kennedy Mortgage Co.

VS

Albert D. Church Jr. & Ruth Ann Church

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

No. 35 of 1982

WRIT OF EXECUTION

SERVICE ON_	Ruth Ann Church	
	4:15 P.M. served a true and of Execution and a true copy of the Estate was served on the defendant,  Her residence 304 Mary St., Berwick, Pen	n
by Service was made by personally has Notice of Sheriff's Sale of Real	John J O'Brien and John J O'Brien and John J O'Brien and Execution and Estate to the defendant.	

John J. O'Brien
Deputy Sheriff

Victor B Vandling

Victor B. Vandling Sheriff Columbia Co.

Sworn and subscribed before me this 7th day of May 19 82

Frederick J. Peterson Prothonotary, Columbia County, Pa-



DEFICE OF

#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOM&BURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Robert W. Larson, Trustee Columbia County for Kennedy Mortgage Co.

٧s

Frederick J. Peterson

Prothonotary, Columbia County, Pa.

Albert D. Church, Jr. & Ruth Ann Church

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. 35 of 1982 WRIT OF EXECUTION

SERVICE ON Albert D. Church, Jr.

			*****	·
		•		
ON May 5 1982	at_	4:15 P.M.	served	, a true and
attested copy of the within Notice of Sheriff's Sale of	Writ Real	of Execution Estate was s	and a true erved on the	copy of the defendant, 18603
Albert D. Church Jr.	at_	His residence	304 Mary St	.,Berwick,Penn
	by	John J. O'B	rien	
Service was made by personal Notice of Sheriff's Sale of	lly ha Real	anding said W Estate to th	rit of Execu e defendant.	tion and
			So Answer  John J. 0'  Deputy Sh	Brien eriff
			Victor B	Vandling
				Vandling co.
Sworn and subscribed before this 7th day of May 19 82	me	***************************************		

HENRIE PRINTING (5/5/82) Enterprise (Only), Legal Ads, Wed., May 26, June 2 & 9. Connie Gingher, Tax Collector, Berwick Chris Klinger, Sewer Rental ETERNFRES SALE

> By virtue of a writ of execution No. 35 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, June 17, 1982

At 2:00 O'Clock P.M.

ALL those two oertain pieces, parcels and tracts of land, situate in the Borough of Berwick, County of Columbia and Flate of Pennsylvania, bounded and described as follows, to wit:

# THE FIRST THEREOF;

BEGINNING at the corner of Lot No. 300 on Mary Street; thence westwardly a distance of 55 feet 6 inches; thence southwardly? distance of 145 feet to a 15 foot alley; thence eastwardly? distance of 41 feet to corner of Lot No. 300; thence northwardly a distance of 41 feet to corner of Lot No. 300; thence northwardly a make description. a distance of 145 feet to the place of beginning. This description is intended to cover, and this deed to convey Lot No. 301 in Duval Dickson's Fourth plot of lots as marked and shown on plet

# THE SECOND THEREOF:

BEGINNING at the corner of Lot No. 299 on Pearl Street; thence west a distance of 45 feet to corner of Lot No. 301; thence south a distance of 145 feet to a 15 foot alley; thence mast a distance of 45 feet to corner of Lot No. 2991 thence northwardly a distance of 145 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 300 in Duval Dickson's Fourth Plot of Lote as marked in

Notice is hereby given to all claimants and parties in interest that the Sheriff will on June 18, 1982 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 within ten (10) days thereafter.

Seized and taken in execution at the suit of ROBERT W. LARSON, Trustee for Kennedy Mortgage Company vs. ALBERT D. CHURCH, JR. & RUTH ANN CHURCH, his wife.

Joseph A. Goldbeck, Jr., Esquire VICTOR B. VANDLING, Sheriff