

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 8TH day of JULY 1982, 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 AIDA HUGET JIMINEZ de BERLINER, c/o Edward Francis, R.D. 2, Berwick, Pa.

for the price or sum of \$23,000.00 plus \$16,953.90 Judgment, Interest and Costs due Plaintiff, \$137.28 Poundage, \$230.00 Realty Transfer Tax and \$230.00 State Stamps ----- Dollars

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

Col. Co. Sheriff's Dept.	Sale Cost	\$ 88.15	
	Poundage	<u>137.28</u>	
			\$ 225.43
Press-Enterprise, Inc.			70.58
Henrie Printing			37.25
Prothonotary of Columbia County			13.00
Columbia County Tax Claim Bureau (1980 & 1981 delinquent taxes)			829.69
Margaret Teitworth, Tax Collector, North Centre Twp.			
(1982 Col. Co. Tax, \$79.64 PLUS 1982 C.C. Sch. Dist. Tax, \$319.66)			399.30
Recorder of Deeds of Columbia County	(a) Deed, Search, etc.		18.50
	(b) Realty Transfer Tax		230.00
	(c) State Stamps		230.00
United Penn Bank	(a) Amount Due, Interest, Costs paid Prothonotary Office	16,953.90	
	(b) Advance Cost Deposit made at time W. of E. filed	500.00 ***	
David C. Dickson, Jr.	(Judgment No. 25 of 1981)		289.15
James O. Long	(Co-Defendant)		10,627.19
Beatrice Romig	(Judgment No. 746 of 1982)		605.72
Erma J. Long	(Co-Defendant)		10,021.47

*** Advance Cost Deposit monies received 5/21/82 at time W. of E. filed.

THE BERWICK BANK, now merged into
UNITED PENN BANK

vs

JAMES O. LONG and ERMA J. LONG,
his wife
NO. 37 of 1982 E.D.
No. 235 of 1982 J.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

9 JULY 1982

Victor B Vandenberg Sheriff

LIST OF LIENS

VERSUS

James O. Long and Erma J. Long, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

David C. Dickson, Jr.

versus

James O. & Erma J. Long

No. 25 of Term, 19 81
Real Debt ||\$ 289.15
Interest from 6-12-81 ||
Commission ||
Costs ||
Judgment entered 6-12-81
Date of Lien 6-12-81
Nature of Lien Note

Commonwealth of Penna.

Dept. of Public Welfare

versus

Erma J. Long

No. 626 of Term, 19 81
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered 4-24-81
Date of Lien
Nature of Lien Reimbursement Agreement

Montgomery Ward

versus

James O. & Erma Long

No. 56 of Term, 19 82
Real Debt ||\$ 402.18
Interest from ||
Commission ||
Costs ||
Judgment entered 1-13-82
Date of Lien
Nature of Lien Transcript of Judgment

The Berwick Bank now merged

into Untied Penn Bank

versus

James O. & Erma J. Long

No. 235 of Term, 19 82
Real Debt ||\$ 16,570.59
Interest from 5-20-82 ||
Commission ||
Costs ||
Judgment entered 5-20-82
Date of Lien 5-20-82
Nature of Lien Default Judgment

Beatrice Romig

versus

Erma Long

No. 746 of Term, 19 82
Real Debt ||\$ 605.72
Interest from 6-25-82 ||
Commission ||
Costs ||
Judgment entered 6-25-82
Date of Lien 6-25-82
Nature of Lien Transcript of Judgment

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Berishine~~, 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

James O. Long and Erma J. Long, his wife,
and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and
seal of office this 6th day of July
A.D., 19 82.

Beverly J. Michael...RECORDER

This Indenture,

Made the first day of February, in the year of our Lord one thousand nine hundred and seventy-three (1973);

Between JAMES O. LONG and ERMA J. LONG, his wife, of the Borough of Berwick, County of Columbia and State of Pennsylvania, MORTGAGORS,

-----and-----
THE BERWICK BANK, with principal office located in the Borough of Berwick, County of Columbia and State of Pennsylvania, -----

a Corporation existing and incorporated under the laws of the State of Pennsylvania,
Mortgagee of the other part,
Whereas, the said

The Mortgagors, in and by their certain obligation, under their hands and seals, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of THIRTY-EIGHT THOUSAND (\$38,000.00) DOLLARS, lawful money of the United States of America; conditioned that the said Mortgagors, their Heirs, Executors and Administrators shall and do well and truly pay, or cause to be paid unto the said Mortgagee, its certain Attorneys, Successors or Assigns, the sum of NINETEEN THOUSAND (\$19,000.00) DOLLARS, with interest at the rate of 7% per annum on the unpaid balance, interest only to be paid until July 1, 1973, the first payment of interest to be made March 1, 1973, and thereafter on the first day of each month until July 1, 1973, at which time payments of \$147.32 per month, including interest and principal, shall commence, said payments to be made thereafter on the first day of each month, until the principal and interest are fully paid, said payments to be applied first to the payment of interest and the balance to principal except that any remaining balance shall become due and payable at the end of 20 years from the date hereof, i.e. February 1, 1993; with the privilege to the Mortgagors herein to repay the whole amount in full or in part at any time.

This is a first lien retained by The Berwick Bank in connection with the financing of the initial construction of the Mortgagors, or in connection with a loan committed prior to completion of the construction of that residence to satisfy that construction loan and provide permanent financing of that residence.

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 at all times, pay all taxes and keep the buildings erected upon the land herein described insured for the benefit of the Mortgagee in some good and reliable Stock Insurance Company or Companies, to the amount of at least --\$19,000.00-- Dollars, and take no insurance out on said buildings not marked for the benefit of the Mortgagee.

And The Further Condition of this Obligation is such, that if at any time default shall be made in the payment of principal, insurance, taxes and ----- interest as aforesaid, for the space of thirty days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagors, their

Heirs, Executors, Administrators or Assigns, the said principal sum shall, at the option, of the said Mortgagee, its Successors or Assigns, become due, and payment of the same, with the interest, taxes and costs of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per centum on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now This Indenture Witnesseth, that the said Mortgagors, as well for and in consideration of the aforesaid debt or sum of --\$19,000.00-- Dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said Mortgagee, its Successors or Assigns, in the discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar, lawful money, aforesaid, unto the said Mortgagors, in hand paid by the said Mortgagee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, release and confirm unto the said Mortgagee, its Successors and Assigns,

ALL that certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverend Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagors herein by deed Dated January 27, 1973, about to be recorded.

Together with all and singular hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof,

To Have and to Hold the said hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances, unto the said Mortgagee, its Successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and assigns forever

their And the said Mortgagors, for themselves, / Heirs and Assigns, do hereby covenant, promise and agree to and with the said Mortgagee, its Successors and Assigns, that if the said Mortgagors, their Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be lawful for the said Mortgagee, its Successors or Assigns, to insure the said buildings in the sum aforesaid and pay said taxes and shall recover the costs and expenses of such insurance and taxes in a suit upon this Mortgage.

Provided Always, nevertheless, that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns do and shall pay, or cause to be paid, unto the said Mortgagee its Successors or Assigns, the said principal sum of --\$19,000.00-- Dollars, lawful money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee, its Successors or Assigns, when and as soon as the said principal sum shall in any event, become due and payable, as aforesaid, to sue out forthwith a writ or writs of Scire Facias upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance and taxes as aforesaid, together with an Attorney's commission of ten per centum on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of
James O. Long
Erma J. Long
Seal
Seal
Seal
Seal
Seal

Commonwealth of Pennsylvania

County of Columbia

On this, the 1st day of February,

A. D. 1973, before me, the undersigned Officer,

personally appeared James O. Long and Erma J. Long, his wife, known to me (or satisfactorily proven) to be the persons whose names are 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.

NOTARY PUBLIC

My commission expires 3/26/73

Berwick, Columbia County, Pa.

State of

County of

On this, the

day of

A. D. 1973, before me

the undersigned Officer, personally

known to me (or satisfactorily

appeared to be the person whose name

subscribed to the within instrument, and acknowledged that

he executed the same for the purposes therein contained.

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

Title of Officer

I hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this mortgage is 123 West Front St., Berwick, Pennsylvania 18603.

Attorney for

Mortgagee

Mortgage

To A Corporation

From

JAMES O. LONG and

ERMA J. LONG, his wife,
MORTGAGORS, To

THE BERWICK BANK,

MORTGAGEE.

Dated February 1, 1973

Upon See within

To receive \$19,000.00

Payable See within

Entered for record in the Recorder's
Office of the County day of

A. D. 1973

Fee \$

Recorder

Recorder
Columbia County, Pa.
Berwick, Pa.

Form No. 102 Legal Blank Printery, Lancaster, Pa.

Commonwealth of Pennsylvania

County of Columbia

ss.

3:38 pm

Recorded on this

5th

day of

February

A. D. 1973 in the

Recorder's Office of said County, in Mortgage Book - - - Volume 164

Page

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

John R. Timbrell

6000 104 730

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

THE BERWICK BANK, now merged into
UNITED PENN BANK,

PLAINTIFF

vs

JAMES O. LONG and ERMA J. LONG,
his wife,

DEFENDANTS

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. #37 of 1982. Term 19 E.D.

No. Term 19 A.D.

No. 235 Term 19⁸² 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 costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

ALL that certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverand Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagors herein by deed dated January 27, 1973, about to be recorded.

Amount Due \$ 16,570.59

Interest from 2/8/82 \$ 320.96

Total \$ 16,891.55 Plus costs

as endorsed.

Dated 20 May 1982.
(SEAL)

FREDERICK J. PETERSON.

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By: *Barbara M. Peterson*
Deputy

OFF OF SHERIFF
COLUMBIA COUNTY
MAY 21 9 26 AM '82
SHERIFF
CHIEF DEPUTY

THE BERWICK BANK,
NOW MERGED INTO
UNITED PENN BANK,

PLAINTIFF,

VS.

JAMES O. LONG and
ERMA J. LONG, HIS WIFE,

DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: CIVIL ACTION - LAW
:
: NO. 235 OF 1982 J.D.
:
: NO. 31 OF 1982 E.D.

NOTICE OF SALE OF REAL PROPERTY

TO: JAMES O. LONG ERMA J. LONG
Box 407 R.D. #2 North Center Twp.
Mifflinville, PA. 18631 Berwick, PA. 18603

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named on a Judgment entered May 20, 1982, as a result of a Complaint in Mortgage Foreclosure, and that certain real estate situate in the Township of North Center, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the 8th day of July, 1982, at 2:00 P.M. E.D.T. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.

ALL THAT certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverend Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagors herein by Deed dated January 27, 1973.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS
OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW
NO. 235 OF 1982 J.D.
NO. 37 OF 1982 E.D.

UNITED PENN BANK,

PLAINTIFF,

VS.

JAMES O. LONG AND
ERMA J. LONG, HIS WIFE,
DEFENDANTS.

NOTICE OF SALE
OF REAL PROPERTY

Place in county where service of papers
will be accepted:

Kepner & Kepner
ATTORNEYS AT LAW
UNITED PENN BANK BUILDING
BERWICK, PENNA. 18603

THE BERWICK BANK, NOW
MERGED INTO UNITED PENN BANK

PLAINTIFF,

VS.

JAMES O. LONG AND
ERMA J. LONG, HIS WIFE,

DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: CIVIL ACTION - LAW
:
: IN ASSUMPSIT
:
: NO. 235 OF 1982 J.D.
:
: NO. 39 OF 1982 E.D.

AFFIDAVIT

Franklin E. Kepner, being duly sworn according to law,
deposes and says that the last known address of JAMES O. LONG
and ERMA J. LONG, his wife, is:

JAMES O. LONG
Box 407
Mifflinville, Pa. 18631

ERMA J. LONG
R.D. #2
North Center Township
Berwick, Pa. 18603



Franklin E. Kepner, Esquire

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



NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/24/86



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

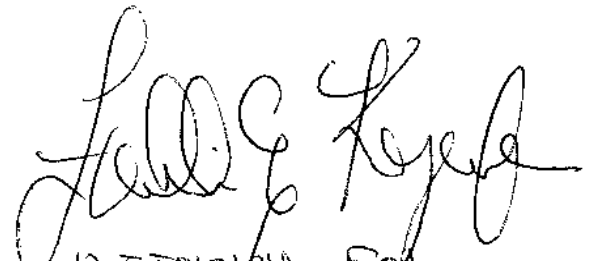
A. J. ZALE, Chief Deputy

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

July 28-82

To Victor Vandling - Sheriff
of Columbia County

You are hereby authorized to
Disburse to Emma Long the sum of
10,021.⁴⁷ in accordance with your
proposed distribution and the sum of
10,627.¹⁹ to James Long in accordance
with the same document.


ATTORNEY FOR
James Long

A G R E E M E N T

THIS AGREEMENT is made and entered into between JAMES O. LONG and ERMA J. LONG, hereinafter referred to as Husband and Wife. The parties were married on January 18, 1969 and there were born of this marriage three children, to wit: Michael J. Long, born 2/12/70; Daniel S. Long, born 7/15/71 and James O. Long, Jr., born 2/27/73.

As a consequence of disputes and unhappy differences the parties have separated, and are now and for some time past have been living apart from each other. The parties desire to confirm their separation and make arrangements in connection therewith, including the settlement of their property rights, support and other rights and obligations growing out of the marriage relationship and including all rights either party may have under the Divorce Code of 1980.

It is therefore agreed:

CONSIDERATION

1. The consideration for this Agreement is the mutual promises and agreements herein contained.

SEPARATION

2. It will be lawful for each party at all times hereafter to live separate and apart from the other party at such place or places as he or she may from time to time choose or deem fit.

NONINTERFERENCE

3. Each party shall be free from interference, authority

and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. Neither shall bother the other, or compel or endeavor to compel the other to cohabit or dwell with him or her.

PARTIES DEBTS

4. Both parties hereby understand and agree that they have made no purchases of any goods or services for which the other may become liable, but which are unknown by the other party. Both parties further agree that if any such unknown purchases have been made, that each will be responsible individually for his or her own purchases.

MUTUAL RELEASE

5. Subject to the provisions of this Agreement, each party has released and discharged, and by this Agreement does for himself or herself, and his or her heirs, legal representatives, executors, administrators, and assigns, release and discharge the other of and from all causes of action, claims, rights, or demands whatsoever, in law or equity, which either of the parties ever had or now has against the other, including all rights under the Divorce Code of 1980.

FULL DISCLOURE

6. The provisions of this Agreement and their legal effect are fully understood by each party to this Agreement, and each party acknowledges that the Agreement is fair and equitable, that it is being entered into voluntarily, and that it is not the result of any duress or undue influence. Husband and Wife each

represent and warrant to the other that he or she has made a full and complete disclosure to the other of all assets of any nature whatsoever in which such party has an interest, of the sources and amount of the income of such party of every type whatsoever, and of all other facts relating to the subject matter of this Agreement. Husband represents that he was represented by Franklin E. Kepner, Jr., Esquire in reaching this Agreement, and Wife represents that she was represented by David C. Dickson, Jr., Esquire, in reaching this Agreement. Both parties represent that the terms of this Agreement have been fully explained to them by their respective counsel.

EQUAL DIVISION

7. By this Agreement the parties have intended to effect an equal division of their marital property. This division is not intended by the parties to constitute in any way a sale or exchange of assets.

DIVISION OF PERSONAL PROPERTY

8. Wife transfers to Husband all her right, title and interest in all the personal property which Husband previously removed from the parties real estate at R. D. #2, Berwick, Pa, or any and all personal property which Husband presently has under his control.

9. Husband transfers to Wife all the remaining personal property located at their residence at R. D. #2, Berwick, Pa. except as provided in paragraph 10.

10. Wife agrees to return to Husband at the time of the

signing of this Agreement the following:

1. The Call of the Wild Turkey record player

2. Pole lamp

11. Husband agrees to return to Wife her wedding band and wedding diamond right at the time of the signing of this Agreement.

12. The parties approve the schedule of proposed distribution of the Sheriff of Columbia County, as attached hereto and made a part hereof, and marked Exhibit A.

13. Wife releases any claims which she may have against the money to be paid to Husband pursuant to said Exhibit A and Husband releases any claims which he may have against the money to be paid to Wife pursuant to said Exhibit A.

SUPPORT

14. Husband agrees to pay support for the parties children in an amount and for a term as set by the Court of Common Pleas, of the 26th Judicial District, Columbia County, Pennsylvania.

INDEMNIFICATION

15. Each party represents and warrants to the other that he or she has not incurred any debt, obligation, or other liability, on which the other party is or may be liable. Each party covenants and agrees that if any claim, action, or proceeding is hereafter initiated seeking to hold the other party liable for any debt, obligation, liability, act or omission of such party, such party will, at his or her sole expense, defend the other against any such claim or demand, whether or not well-founded, and that

he or she will indemnify and hold harmless the other party in respect of all damages resulting therefrom.

Damages, as used herein, shall include any claim action, demand, loss, cost, expense, liability (joint or several), penalty and other damages, including without limitation counsel fees and other costs and expenses reasonably incurred in investigating or in attempting to avoid same or oppose the imposition thereof. Both parties agree, however, that the party who incurred such debt and who is as a result required to hold the other party harmless shall have the right to select his or her own attorney to conduct legal proceedings required under the terms of this paragraph. Both parties further agree that he or she shall be responsible for all costs expenses and reasonable legal fees should the other party be forced to seek indemnity under the terms of this Agreement. Husband or Wife agrees to give the other prompt written notice of any litigation threatened or instituted against either party which might constitute the basis of a claim for indemnity by either the Husband or Wife against the other pursuant to the terms of this Agreement

ATTORNEY'S FEES

16. Husband and Wife each agree to pay his/her own attorney's fees.

SUBSEQUENT DIVORCE

17. Husband and Wife agree that Wife shall proceed with the pending divorce action and secure a divorce on the grounds that the marriage is irretrievably and irrevocably broken, and to the end each agrees to sign an Affidavit of Consent. The parties

further agree that they have lived separate and apart for over ninety days.

Husband further agrees to withdraw the pending Preliminary Objections filed to No. 1429 of 1980 on September 11, 1981, in order that the divorce action may go forward.

BREACH

18. If either party breaches this Agreement, the other party shall have the right, at his or her election, to sue for damages for such breach, rescind the Agreement, and/or seek other remedies or relief as may be available to him or her.

ADDITIONAL INSTRUMENTS

19. Each of the parties shall, from time to time, at the request of the other, execute, acknowledge, and deliver to the other party any and all further instruments that may reasonably be required to give full force and effect to the provisions of this Agreement.

If is further agreed that Husband's attorney shall prepare a bill of sale for those items of personal property that Husband shall retain.

Wife's attorney shall prepare a bill of sale for those items of personal property that Wife shall retain, and he shall shall also prepare a proposed marriage settlement agreement and the consent affidavits.

20. Husband and Wife each do hereby mutually remise, release, quitclaim and forever discharge the other and the estate of such other, for all time to come, and for all purposes whatsoever, of

and from any and all right, title and interests, or claims in or against the property (including income and gain from property hereafter accruing) of the other or against the estate of such other, of whatever nature and wheresoever situate, which he or she now has or at any time hereafter may have against such other, the estate of such other or any part thereof, whether arising out of any former acts, contracts, engagements or liabilities of such other or by way of dower or curtesy, or claims in the nature of dower or curtesy or widow's or widower's rights, family exemption or similar allowance, or under the intestate law, or the right to take against the spouse's will; or the right to treat lifetime conveyance by the other as testamentary, or all other rights of a surviving spouse to participate in a deceased spouse's estate, whether arising under the laws of (a) Pennsylvania, (b) any other State, Commonwealth or territory of the United States, or (c) any other country, or any rights which either party may have or at any time hereafter have for past, present, or future support or maintenance, alimony, alimony pendente lite, counsel fees, equitable distribution, costs or expenses, whether arising as a result of the marital relationship or otherwise, except, and only except, all rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision thereof. It is the intention of Husband and Wife to give to each other by the execution of this Agreement a full, complete and general release with respect to any and all property of any kind or nature, real, personal or mixed, which the other now owns or may hereafter acquire, except and only except all

rights and agreements and obligations of whatsoever nature arising or which may arise under this Agreement or for the breach of any provision thereof.

21. This agreement supercedes any and all other Agreements, either oral or in writing, between the parties relating to the rights and liabilities arising out of their marriage. This Agreement contains the entire Agreement of the parties.

ENTIRE AGREEMENT

22. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

MODIFICATION AND WAIVER

23. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

LAW GOVERNING

24. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

PARTIAL INVALIDITY

25. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

BINDING EFFECT

26. Both parties agree that all the provisions of this Agreement shall be binding on each parties and respective heirs, executors, administrators and assigns.

OTHER

27. The parties agree to expedite the pending divorce action so a Decree might be permitted.

28. Both parties hereto hereby agree and state that they desire to have this Agreement incorporated in and made a part of any divorce decree entered by a Court of competent jurisdiction. Both parties hereto agree that the said Court shall have all powers necessary to enforce any provisions in this Agreement.

IN WITNESS WHEREOF, and intending to be bound thereby, the parties have signed and sealed this Agreement on the 17 day of July, 1982.

IN THE PRESENTS OF:

James O. Long (SEAL)

Erma J. Long (SEAL)
Erma J. Long

ERMA J. LONG,

Plaintiff,

vs.

JAMES O. LONG,

Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: CIVIL ACTION - LAW
:
: IN DIVORCE, A.V.M.
:
: NO. 1429 OF 1980

R U L E

AND NOW, this 20th day of July,
1982 upon consideration of the Defendant/Petitioner's Petition it
is hereby ordered that the Plaintiff show cause why the Defendant/
Petitioner's request for relief should not be granted.

Rule Returnable the 21st day of July,
1982 at 3:00 o'clock, P.M. at the Columbia County Court-
house at which time a hearing/pre-hearing conference shall be held.

It is further ordered that neither the Plaintiff or Defen-
dant shall dispose of any property owned by the parties hereto
which was obtained by the parties after the marriage and prior to
their separation.

It is further ordered that the Garnishee, Victor Vandling,
Sheriff of Columbia County is hereby enjoined from paying to
either of the parties hereto the balance of the proceeds realized
at the sale of the parties property located at R. D. #2, Berwick
Columbia County, Pennsylvania.

It is further ordered, however, that the said Victor
Vandling is specifically authorized to satisfy other liens and
other costs of record against either of the parties hereto.

S/ Jay W. Rogers

P.J.

ERMA J. LONG,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH
	:	
vs.	:	CIVIL ACTION - LAW
	:	
JAMES O. LONG	:	IN DIVORCE, A.V.M.
	:	
Defendant.	:	NO. 1429 OF 1980

PETITION FOR SPECIAL RELIEF

UNDER PA. R.C.P. 1920.43

The Defendant/Petitioner, James Long, by his attorneys, KEPNER & KEPNER, represents as follows:

1. The Petitioner is James O. Long, Defendant in the above referenced action, an adult individual who resides at 2210 West Front Street, Berwick, Columbia County, Pennsylvania.
2. The Respondent, Erma J. Long, Plaintiff in the above referenced action, ^{is} an adult individual who resides at R. D. #2, Berwick, Columbia County, Pennsylvania.
3. The Garnishee in this action is Victor Vandling, in his capacity as Sheriff of Columbia County who has a business address of Columbia County Courthouse, Bloomsburg, Pennsylvania.
4. On or about August 14, 1980 the Plaintiff/Respondent in this matter, Erma J. Long instituted an action in divorce against the Defendant/Petitioner, James O. Long.
5. On or about July 8, 1982 the Sheriff of Columbia County sold the Plaintiff and Defendant's jointly owned marital real estate located at R. D. #2, Berwick, Columbia County, Pennsylvania as a result of a foreclosure action instituted by United Penn Bank.

6. At the aforementioned sale held by the Sheriff of Columbia County the parties jointly owned marital real estate was sold for the sum of \$40,551.18.

7. As a result of the aforementioned sale the Sheriff of Columbia County has or will have in the immediate future the sum of \$40,551.00 for distribution to the parties after paying the aforementioned mortgage owed to United Penn Bank as well as other liens entered of record against both parties.

8. The Plaintiff/Respondent has by her own admission sold and otherwise disposed of numerous items of jointly held marital property as well as numerous items of property which were owned individually by Defendant/Petitioner including one kitchen hutch; one glider; one chair; one set of redwood chairs; one tape recorder; one set of books; one set of Britanica Jr. encyclopedias; one antique desk; one gun cabinet; two dressers; one picture and one wooden clock.

9. A few weeks ago the Defendant/Respondent requested the Plaintiff to agree on settling the parties marital property rights and as part of the agreement requested certain marital property owned by the parties.

10. Immediately after the Defendant/Petitioner's request all of the aforementioned property was removed from the parties marital residence.

11. As a result of the Plaintiff/Respondent's prior conduct in selling the above listed personal property and in disposing of or otherwise hiding property the Defendant/Petitioner is now concerned that the Plaintiff/Respondent will dispose of still

further marital property and will spend or otherwise dispose of the proceeds of the aforementioned sale before the Court has an opportunity to decree an equitable distribution of the parties property.

WHEREFORE, the Defendant/Petitioner prays for the following relief:

a. That the Court grant a Preliminary or Special Injunction preventing the Plaintiff/Respondent, Erma J. Long or the Garnishee from disposing of any property owned by the Defendant/Petitioner or the Plaintiff/Respondent^{and} acquired after the parties marriage and prior to their separation;

b. That the Court specifically grant a Preliminary or Special Injunction preventing the Garnishee from disposing of or otherwise making distribution of any of the proceeds to be paid to either of the parties hereto after payment of the mortgage debt and other liens entered against the parties hereto;

c. That the Court order such relief exparte pending a hearing on the said Preliminary or Special Injunction;

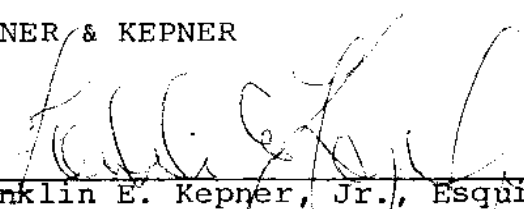
d. That the Court order that all the marital property be returned for disposition in accordance with the Divorce Code;

e. That the Court order that the Plaintiff/Respondent account for any assets disposed of in violation of the Defendant/Petitioner's rights under the Divorce Code of 1980.

f. That the Court order a Constructive Trust be placed on all the proceeds realized by the Plaintiff/Respondent as a result of the disposition of any marital property;

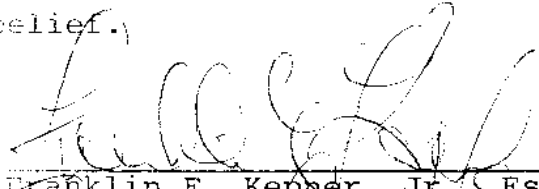
g. Such other relief as the Court deems necessary and proper.

KEPNER & KEPNER

BY: 
Franklin E. Kepner, Jr., Esquire
United Penn Bank Building
Berwick, Pa 18603
(717) 752-2766

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

FRANKLIN E. KEPNER, JR., being duly sworn according to law does depose and say that he is the attorney for the Petitioner and that the Petitioner is not available to make this Affidavit, that Franklin E. Kepner, Jr., is authorized by the Petitioner to make this Affidavit on the Petitioner's behalf and that all the facts contained herein are true and correct to the best of his knowledge, information and belief.


Franklin E. Kepner, Jr., Esquire
Attorney for Plaintiff

Sworn and subscribed
before me this

July 7th 1982

Heckler Plaintiff by Barbara Slavich.
Notary Public

SHERIFF'S SALE

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, July 15th, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs 7-15-82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 7-15-82, 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 July 9, 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 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 \$ 18,410.37, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 18,410.37, WHICHEVER IS HIGHER.

BUYER L. L. ...

PRICE 23,000.00

POUNDAGE 460.00

DEED IN NAME OF Aida H. ...

REALTY TRANSFER TAX 230.00

STATE STAMPS 230.00

COST SHEET

WRIT OF EXECUTION:

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

XXXXXXXXXXXXXXXXXXXX

SHERIFF'S COST OF SALE:

Docket & Levy	<u>10.75</u>	18,410.37
Service of Notice	<u>10.00</u>	
Postage	<u>-</u>	
Posting of Sale Bills (Bldg., Office, Lobby etc.)	<u>15.00</u>	
Advertising, Sale Bills	<u>5.00</u>	
Advertising, Newspapers	<u>5.00</u>	
Mileage	<u>17.40</u>	
Crying/Adjourn of Sale	<u>5.00</u>	
Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)	<u>-</u>	
Sheriff's Deed (executing & registering)	<u>20.00</u>	
	<u>-</u>	
	<u>-</u>	
Total.....\$	<u>83.15</u>	\$ <u>18,493.52</u>

Morning Press (Ads)	<u>100.00</u>	
Berwick Enterprise (Ads)	<u>100.00</u>	
Henrie Printing	<u>37.85</u>	
Finance Charges	<u>0.00</u>	
Total.....	\$ <u>107.85</u>	\$ <u>107.85</u>

Prothonotary - List of Liens
Deed

Total.....	\$ 13.00	\$ 13.00
------------	----------	----------

Recorder of Columbia Co.		
Deed, Search, Affidavit		
State Stamps		
Realty Transfer Stamps		
Total..... \$		\$ 18.50

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19	<u>82</u>	<u>199.54</u>
School Taxes, District	<u>19</u>	<u>319.54</u>
Parcel #1	<u>11-18-1-1-1992-125-101. 10000</u>	<u>839.10</u>
Parcel #2	_____	_____
Parcel #3	_____	_____
Parcel #4	_____	_____
Total.....	\$	<u>1,378.18</u>

~~SEWERAGE RENT DUE.~~

Municipality for 19 TOTAL - Taxes/Costs \$ 1436.47

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 8TH day of JULY 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 AIDA HUGET JIMINEZ de BERLINER, c/o Edward Francis, R.D. 2, Berwick, Pa.

for the price or sum of \$23,000.00 plus \$16,953.90 Judgment, Interest and Costs due Plaintiff, \$137.28 Poundage, \$230.00 Realty Transfer Tax and \$230.00 State Stamps ----- Dollars 41,557.18 being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs	
Col. Co. Sheriff's Dept.	Sale Cost \$ 88.15
	Poundage 137.28
	\$ 225.43
Press-Enterprise, Inc.	70.58
Henrie Printing	37.25
Prothonotary of Columbia County	13.00
Columbia County Tax Claim Bureau (1980 & 1981 delinquent taxes)	829.69
Margaret Teitsworth, Tax Collector, North Centre Twp.	
(1982 Col. Co. Tax, \$79.64 PLUS 1982 C.C. Sch. Dist. Tax, \$319.66)	399.30
Recorder of Deeds of Columbia County (a) Deed, Search, etc.	18.50
(b) Realty Transfer Tax	230.00
(c) State Stamps	230.00
United Penn Bank (a) Amount Due, Interest, Costs paid Prothonotary Office	16,953.90
(b) Advance Cost Deposit made at time W. of E. filed	500.00
David C. Dickson, Jr. (Judgment No. 25 of 1981)	289.15
James O. Long (Co-Defendant)	10,627.19
Beatrice Romig (Judgment No. 746 of 1982)	10,577.19
Erma J. Long (Co-Defendant)	605.72
	10,021.47

THE BERWICK BANK, now merged into
UNITED PENN BANK
vs
JAMES O. LONG and ERMA J. LONG,
his wife
NO. 37 of 1982 E.D.
No. 235 of 1982 J.D.

Sheriff's Office, Bloomsburg, Pa. } So answers
9 JULY 1982
Victor B Vandenberg Sheriff

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

CASHIER'S CHECK 1120207

60-57
313

DATE July 15, 1982

PURCHASER
Edward Francis

PAY TO THE
ORDER OF

Edward Francis and Sheriff of Columbia County

\$ 22,551.18

UNITED PENN
BANK



Richard J. Gent
AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

112020711 10313005751 100 583 211

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

CASHIER'S CHECK 1120155

Edward Francis

PURCHASER

DATE July 9, 1982

60-57
313

PAY TO THE ORDER OF Edward Francis and Sheriff of Columbia County

\$ 18,000.00***

UNITED PENN BANK 1800000000



[Signature]
AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 1120155⑈ ⑆031300575⑆ 100 583 2⑈

TAX NOTICE

NORTH CENTRE TWP

MAKE CHECKS PAYABLE TO:

MARGARET TEITSWORTH

R.D. #2

BERWICK, PA. 18603

HOURS THURS 5:00 TO 8:00 PM
OR BY APPOINTMENT

PHONE 683-5826

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

*Long, James & Erma
R.D. 2 Berwick, Pa. 18603*

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

FOR COLUMBIA COUNTY

DESCRIPTION

ASSESSMENT

MILLS

USE DISCOUNT

DATE

AMOUNT DUE

NO. LOCALITY

05/01/82

BILL NO.

*Co. R.E.
Twp*

3470

18.00

61.21

62.46

68.71

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

**PAY THIS
AMOUNT**

→

PENALTY A PROPERTY DESCRIPTION

COUNTY 10% TWP/BORO 5%
ACCT NO. 05186

PARCEL 11-08-1-1

L-2.8 Acres

160

3,310

10721-3470

3,310

326.18

358.80

3,470

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

RECD AT

THIS TAX RETURNED
TO COURT HOUSE
JANUARY 28, 1983

JUN 30

1983

TAX NOTICE

NORTH CENTRE TWP

MAKE CHECKS PAYABLE TO:

MARGARET TEITSWORTH

R.D. #2

BERWICK, PA. 18603

HOURS THURS 5:00 TO 8:00 PM
OR BY APPOINTMENT

PHONE 683-5826

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

FOR CENTRAL COLUMBIA SCHOOL DISTRICT

DESCRIPTION

ASSESSMENT

MILLS

USE DISCOUNT

TAX

AMOUNT DUE

NO. LOCALITY

07/01/82

BILL NO.

SCHOOL R.E.

3470

94.00

319.66

326.18

358.80

3,470

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

**PAY THIS
AMOUNT**

→

PENALTY A PROPERTY DESCRIPTION

SCHOOL 10%

ACCT NO. 05186

PARCEL 11-08-1-1

L-2.8 ACRE

160

3,310

10721-3470

3,310

326.18

358.80

3,470

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

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IF YOU

\$70.58

public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., July 8, 1982
at 2:00 o'clock p.m.
ALL THAT certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverend Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vaughn

Paul R. Everly III

....., being duly sworn according to
says that Berwick Enterprise is a newspaper of general circulation with its principal place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903 and has been published continuously since that date.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5475

60-593
313

July 6, 1982

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 70.58

DOLLARS

Seventy and 58/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR UPBANK vs Long
Legal Ads (AWK-Ent.)
NO. 37 OF 1982 ED. 031305936

Victor B. Vandling
572-810-0005

[Signature]
(Notary)

July 9, 1982. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Victor B. Vandling
Sheriff
Kepner & Kepner, Attys.
June 16, 23, 30 E

My Commission Expires
MATTHEW J. CREME
BLOOMSBURG COLUM
MY COMMISSION EXPIRES
Member Pennsylvania Assn

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

public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., July 8, 1982
at 2:00 o'clock p.m.

ALL THAT certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverend Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagees herein by Deed dated January 27, 1973.

Taken into execution, etc., at the suit of The Berwick Bank, now merged into United Penn Bank vs. JAMES O. LONG and ERMA J. LONG, his wife.

Notice is hereby given to all parties and claimants that a schedule of distribution will be filed by the Sheriff on July 9, 1982. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Victor B Vandling
Sheriff

Kepner & Kepner, Attys.
June 16, 23, 30 E

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Everly III

....., being duly sworn according to says that Berwick Enterprise is a newspaper of general circulation with its place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Sundays and Holidays) continuously in said Town, County and State since the date of its establishment; hereto attached is a copy of the legal notice or advertisement in the above entitled matter which appeared in the issue of said newspaper on June 16, 23, 30, 1982, exactly as printed; that the affiant is one of the owners and publishers of said newspaper in which the 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 16th day of

SHERIFF'S SALE
By virtue of Writ of Execution No. 37 of 1982, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to

(Notary Public)

My Commission Expires
MATTHEW J. CREME
BLOOMSBURG COLUMBIA
MY COMMISSION EXPIRES
Member Pennsylvania Association

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

REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER _____
PAGE NUMBER _____
DATE RECORDED _____

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

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

James O. Long and Erma J. Long, his wife, By the SHERIFF of Columbia County

GRANTOR (S)	ADDRESS	ZIP CODE
Aida Huget Jiminez de Berliner	c/o Edward Francis, R.D. 2, Berwick	18603
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY
R.D. 2, Berwick	North Centre Twp.	Columbia

FULL CONSIDERATION \$ 23,000.00 HIGHEST ASSESSED VALUE \$ 3470.00
FAIR MARKET VALUE \$ 10,420.00 REALTY TRANSFER TAX PAID \$ 230.00
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

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

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE	ADDRESS
-----------	---------

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE	ADDRESS
-----------	---------

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER	ADDRESS
------------	---------

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER	ADDRESS
------------	---------

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse, Blbg., Pa. SHERIFF
SUCCESSFUL BIDDER Aida Huget Jiminez de Berliner, c/o Edward Francis, R.D. 2, Berwick, Pa.

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3470.00
JUDGEMENT PLUS INTEREST	\$ 16,891.55		
BID PRICE		\$ 23,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,228.99	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 289.83	\$	
TOTAL	\$ 18,410.37	\$ 23,000.00	\$ 3470.00

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 GRANT
☐ GRANTOR ☒ AGENT FOR GRANT
☐ STRAW ☐ TRUSTEE



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF PUBLIC WELFARE
HARRISBURG, PENNSYLVANIA 17120
P.O. Box 8016
July 12, 1982

A. J. Zale
Chief Deputy
Columbia County Sheriff Dept.
Court House
Bloomsburg, Pennsylvania 17815

RE: LONG, Erma J.
Columbia 29625-C

Dear Sir:

This will confirm the conversation you had on July 9, 1982 with Virginia Fessler of this office, informing you that the Commonwealth Department of Public Welfare claim is paid. No distribution should, therefore, be made to us.

Very truly yours,

Lamar I. Yoder
Bureau of Claim Settlement

783-7686

LIY:gp

CHIEF DEPUTY

SHERIFF

JUL 15 11 18 AM '82

CLERK OF SHERRIFF
CO. BIA COUNTY

THE BERWICK BANK, now merged into
UNITED PENN BANK

PLAINTIFF

No. 37 of Term 1982 E.D.

V.S.

JAMES O. LONG and ERMA J. LONG,
his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant on the premises located at
the Township of North Center, County of Columbia and State of Pennsylvania

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

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~ ^{Real} property levied on by virtue of this writ. ~~FRANKIE G. HARRIS TOWING AND STORAGE~~

James E. Long
Attorney for Plaintiff



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. MENBINDER, DEPUTY
LINDA D. MOWERY, DEPUTY

The Berwick Bank, Now merged
into United Penn Bank

vs

James O. Long and Erma J. Long, his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 37 of 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

June 10, 1982 at 9:05 A.M., posted a copy of the SHERIFF'S
SALE bill on the property of James O. Long and Erma J. Long
RD#2, Berwick, Penna. North Centre Township,
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me this
10 day of June 1982.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

The Berwick Bank now merged
into United Penn Bank

vs

James O. Long and Erma J. Long

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

NO. 37 of 1982 ED

WRIT OF EXECUTION

SERVICE ON James O. Long

ON May 26, 1982 at 9:25 o'clock A.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,

James O. Long at Place of employment Champion Valley Farms

Low St., Bloomsburg, Penna. by John J. O'Brien

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 26th day of May
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

The Berwick Bank now merged
into United Penn Bank

vs

James O. Long and Erma J Long

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
No. 37 of 1982

WRIT OF EXECUTION

SERVICE ON Erma J. Long

ON May 25, 1982 at 2:40 o'clock P.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Erma J Long at Her residence RD#2, Berwick, Penna.
by John J. O'Brien

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

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 26th day of May
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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

THE BERWICK BANK, now merged into
UNITED PENN BANK,

PLAINTIFF

vs

JAMES C. LONG and ERMA J. LONG,
his wife,

DEFENDANTS

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 37 of 1982. Term 19 E.D.

No. Term 19 A.D.

No. 235 Term 19⁸² 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 costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

ALL that certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverand Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagors herein by deed dated January 27, 1973, about to be recorded.

Amount Due	\$ 16,570.59	
Interest from 2/8/82	\$ 320.96	
Total	\$ 16,891.55	Plus costs

as endorsed.

Dated 20 May 1982.
(SEAL)

FREDERICK J. PETERSON,
Prothonotary, Common Pleas Court of
Columbia County, Penna.

By: *Barbara M. Woodch*
Deputy

OFFICE OF SHERIFF
COLUMBIA COUNTY
MAY 21 9 20 AM '82
SHERIFF
CHIEF DEPUTY

THE BERWICK BANK, NOW
MERGED INTO UNITED PENN BANK

PLAINTIFF,

VS.

JAMES O. LONG AND
ERMA J. LONG, HIS WIFE,

DEFENDANTS.

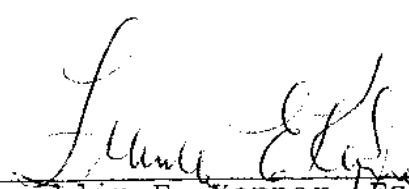
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: CIVIL ACTION - LAW
:
: IN ASSUMPSIT
:
: NO. 235 OF 1982 J.D.
:
: NO. 39 OF 1982 E.D.

AFFIDAVIT

Franklin E. Kepner, being duly sworn according to law,
deposes and says that the last known address of JAMES O. LONG
and ERMA J. LONG, his wife, is:

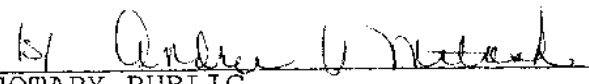
JAMES O. LONG
Box 407
Mifflinville, Pa. 18631

ERMA J. LONG
R.D. #2
North Center Township
Berwick, Pa. 18603



Franklin E. Kepner, Esquire

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



NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/24/86

By virtue of writ of Execution No. 17 of 1982, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to be directed, I will expose to public sale at the Sheriff's Office, in the Court House, in and Town of Bloomsburg, Columbia County, Pennsylvania, on:

THIS DAY, MAY 2, 1982
at 2:00 o'clock P.M.

ALL THAT certain piece, parcel or tract of land, situate in the Township of North Center, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of the public road leading from Fowlersville to Evansville at the southeast corner of land now owned by Reverend Francis; thence north 8 degrees 15 minutes east 97.50 feet to an iron pin; thence north 9 degrees 12 minutes east 521.79 feet to an iron pin on the boundary of land of Orval Weaver; thence along land of Orval Weaver south 77 degrees 24 minutes east 200 feet to an iron pin; thence south 9 degrees 02 minutes west 608.58 feet along other land of Harold V. Vought, et ux, to a point in the center of the public road aforementioned; thence along the center of the public road aforementioned north 82 degrees 45 minutes west a distance of 200 feet to a point, the place of beginning.

BEING the same premises conveyed by Daniel D. Hartzel and Jacqueline M. Hartzel, his wife, to the Mortgagors herein by Deed dated January 27, 1973.

Taken into execution, etc., at the suit of THE SHERIFF OF CO. CO., now known into HENRIE PRINTING vs JAMES L. LIND and JAMES J. LIND, his wife.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on July 9, 1982. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

By the Sheriff, Bloomsburg

By the Sheriff, Bloomsburg

5/24/82 - Copies to:

HENRIE PRINTING

BERWICK ENTERPRISE (only), Legal Ads, Wed. 6/16, 23 & 30, 1982. Affidavits please.
Margaret Teitsworth, Tax Collector, N. Centre Twp., RD 2, Berwick.