

The 1st Nat'l Bank of Berwick vs ZAJAC, Joseph + Alma

THURSDAY, APRIL 8, 1983NO. 11 OF 1983 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

\$ 28,814.05

Late Charges

157.50Interest from 5/13/82 to 12/1/821,568.20

Real Estate Tax

Interest from 12/1/82 to 4/7/831,008.13128 days @ \$ 7.876 per day1,440.70

Attorneys' Fee

Total ... \$ 32,988.58 \$ 32,988.58

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00 14

Pro. Pd.

15.00 14

Shff. V.

44.00 14

Judg. Fee

9.00 14

Atty. Fee

Satisfaction

Total ... \$ 53.00 \$ 83.00
33,071.58

SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.75

Service of Notice

10.00

Postage

15.00

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

5.00

Advertising, Sale Bills

5.00

Newspapers

21.75

Mileage

5.00

Crying/Adjourn of Sale

20.00

Sheriff's Deed (executing & registering)

Total... \$ 92.50 \$ 92.50

Morning Press (Ads)

\$ 110.66

Berwick Enterprise (Ads)

37.25

Henrie Printing

Total ... \$ 147.85 \$ 147.85

Prothonotary - List of Liens

\$ 10.00

Deed

5.00Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 18.50 \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1983

\$ 81.14School Taxes, District Central Col., 1981 + 82 plusCounty - 1980, 1981, 19821244.25Total ... \$ 1325.39 \$ 1325.39

SEWERAGE RENT DUE:

Municipality _____ for 19__

\$ _____

\$ _____

TOTAL TAXES & COSTS ----- \$ 1599.24

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

THE FIRST NATIONAL BANK OF
BERWICK, PA.,

PLAINTIFF,

VS.

JOSEPH J. ZAJAC, JR.,

AND

ALMA K. ZAJAC,

Defendants

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

CIVIL ACTION - LAW

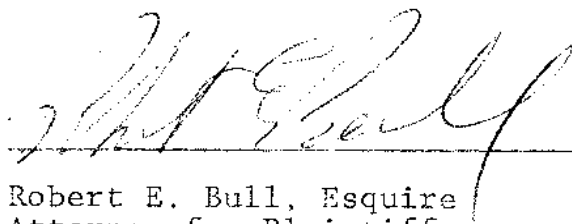
ACTION OF MORTGAGE FORECLOSURE

NO. 1395 of 1982

MEMORANDUM TO STAY SALE

TO: COLUMBIA COUNTY SHERIFF:

YOU ARE HEREBY DIRECTED to stay the execution in the above captioned
matter.



Robert E. Bull, Esquire
Attorney for Plaintiff

106 Market Street
Berwick, Pennsylvania 18603

Phone: 717-759-1231

APR 7 4 09 PM '82

RECEIVED

CHIEF DEPUTY

APR 7 5 31 PM '82

RECEIVED
CLERK OF COURT

Zajac Sheriff Sale
\$110.60

SHERIFF'S SALE
By virtue of a Writ of Execution No. 11 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Apr 7, 1983
10:00 o'clock a.m.E.S.T.
IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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

BEGINNING at an iron pin located along the West-erly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L.R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his wife, unto Joseph J. Zajac, Jr., by Deed dated August 23, 1977.

Paul R. Everly III, being duly sworn according to the oaths of office, says that Berwick Enterprise is a newspaper of general circulation with its place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Holidays) continuously in said Town, County and State since the date of its hereto attached is a copy of the legal notice or advertisement in the above which appeared in the issue of said newspaper on March 16, 23, 30, 1983, exactly as printed that the affiant is one of the owners and publishers of said newspaper in which or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement and that all of the alleged

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6103

APRIL 4, 1983

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 110.60

One Hundred-Ten AND 60/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FIRST NAT'L BANK VS ZAJAC

NO. 11 OF 1983 E.D.

Legal Ads

0313059381

572081000

05

Victor B. Vandling

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

SEIZED AND TAKEN into execution at the suit of The First National Bank of Berwick, Pa., against JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, and will be sold by:

Victor B. Vandling
Sheriff

Robert E. Bull, Esq.
Attorney
Mar 16, 23, 30

E

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

Paul R. Everly III

....., being duly sworn according
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 Pe
established on the 6th day of April, 1903, and has been published daily (except
Holidays) continuously in said Town, County and State since the date of its
hereto attached is a copy of the legal notice or advertisement in the above
which appeared in the issue of said newspaper on
..... March 16, 23, 30 , 19 .. 83. exactly as pr
that the affiant is one of the owners and publishers of said newspaper in which
or notice was published; that neither the affiant nor Berwick Enterprise ar
ject matter of said notice and advertisement, and that all of the alleged
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 31st day of March

Matthew
(Notary)

My Commission Expires
MATTHEW CREME
BLOOMSBURG CO
MY COMMISSION EXPIRES
Member Pennsylvania A

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

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 11 of 1983,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., Apr 7, 1983
10:00 o'clock a.m. E.S.T.
IN THE FORENOON OF
THE SAID DAY, ALL THE
RIGHT, TITLE AND INTER-
EST OF THE DEFENDANTS
IN AND TO:

ALL that certain piece,
parcel or lot of land
situate in the Township
of Mifflin, County of Col-
umbia and State of Penn-
sylvania, bounded and
described as follows, to-
wit:

BEGINNING at an iron pin
located along the West-
erly line of Twp. Rt. No.
722, said pin being
located North 3 degrees
51 minutes and 30 sec-
onds West, 907.84 feet
from a railroad spike in
the intersection of Twp.
Rt. No. 722 and L.R. No.
19094; thence along
other property of Joseph
J. and Marilyn J. Zajac,
South 82 degrees 32 min-
utes 19 seconds West,
453.11 feet to a stone
corner in place, then
conveyed by Joseph J.
Zajac, Sr., and Marilyn J.
Zajac, his wife, unto
Joseph J. Zajac, Jr., by a
Deed dated August 23,
1977, and recorded in
the Office for the
Recording of Deeds in
and for Columbia County
in Deed Book 283, Page
240. Also being the same
premises conveyed by
Joseph J. Zajac, Jr., unto
Joseph J. Zajac, Jr., and
Alma K. Zajac, his wife
by Deed dated 2/21/79,
recorded 2/26/79, in
Deed Book 291 at Page
256.

NOTICE IS HEREBY GIVEN
to all claimants and par-
ties in interest that the
Sheriff will on April 8,
1983, file a schedule of
distribution in his office
where the same will be
available for inspection
and the distribution will
be made in accordance
with the schedule unless
exceptions are filed ther-
eto within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
The First National Bank
of Berwick, Pa., against
JOSEPH J. ZAJAC, JR.,
and ALMA K. ZAJAC,
and will be sold by:

Victor B Vandling
Sheriff

Robert E Bull, Esq.
Attorney
Mar 16, 23, 30.

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LIST OF LIENS

VERSUS

JOSEPH J. ZAJAC, JR. & ALMA K. ZAJAC

Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare	}	No. 1543 of	Term, 1980
		Real Debt	\$ 5,000.00
		Interest from	
versus		Commission	
		Costs	
Alma K. Zajac		Judgment entered	October 3, 1980
		Date of Lien	
	Nature of Lien	Reimbursement Agreement	

Dept. of Public Welfare	}	No. 1407 of	Term, 1981
		Real Debt	\$ 5,000.00
		Interest from	
versus		Commission	
		Costs	
Alma K. Zajac		Judgment entered	September 28, 1981
		Date of Lien	
	Nature of Lien	Reimbursement Agreement	

Pennsylvania Gas & Water Co.	}	No. 437 of	Term, 1982
		Real Debt	\$ 275.48
		Interest from	
versus		Commission	
		Costs	
Alma K. Zajac		Judgment entered	April 15, 1982
		Date of Lien	
	Nature of Lien	Transcript of Judgment	

First National Bank of Berwick	}	No. 1395 of	Term, 1982
		Real Debt	\$31,980.45
		Interest from	2-10-83
versus		Commission	
		Costs	
Joseph J. Zajac, Jr. & Alma K. Zajac		Judgment entered	February 10, 1983
		Date of Lien	2-10-83
	Nature of Lien	Default Judgment	

	}	No. of	Term, 19
		Real Debt	\$
		Interest from	
versus		Commission	
		Costs	
		Judgment entered	
		Date of Lien	
	Nature of Lien		

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 11 OF 1983 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, April 7, 1983

At 10:00 O'Clock A.M. Eastern Standard Time

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamom North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner, now or late, North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by Deed dated 2/21/79, recorded 2/26/79 in Deed Book 291 at Page 256.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 8, 1983, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of The First National Bank of Berwick, Pa. against JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, and will be sold by:

VICTOR B. VANDLING, Sheriff

Robert E. Bull, Esq.
Attorney

COPIES TO: Henrie Printing (2/17/83)
Legal Ads, B-E only, Wed., March 16, 23 & 30, 1983. Affidavit please. 2/17/83
Wm. Zeares, Tax Collector, Race St., Mifflinville, Pa. 3/4/83.

RAYMOND G. OSTROWSKI

Chief Deputy

CAROL ROMAN

Real Estate Deputy

ROSE MARIE BICHLER

Chief Clerk

DONALD HALFORD

Identification Officer

ANTHONY J. LUPAS, JR.

Solicitor

Office of the Sheriff

Luzerne County, Pennsylvania 18711



FRANK J. JAGODINSKI, SHERIFF

WILKES-BARRE, PENNSYLVANIA

— DEPUTIES —

EDWARD MARANUK

AL SZATKOWSKI

FELIX WAWER

SAM SALVO

— CLERK TYPISTS —

LAURA CHOPICK

BARBARA JAVICK

(717) 825-1651

COLUMBIA COUNTY

1395 OF 1982- EX. # 11

FIRST NATIONAL BANK OF BERWICK
VS

JOSEPH J. ZAJAC, JR.

STATE OF PENNSYLVANIA
LUZERNE COUNTY ss:

FELIX WAWER

DEPUTY SHERIFF, for FRANK J. JAGODINSKI, SHERIFF of

said County, being duly sworn according to law, deposes and says, that on SATURDAY

on the 26TH day of FEBRUARY 1983, at 8:45 A. M., E.S.T., he served the within

WRIT OF EXECUTION IN MORTGAGE FORECLOSURE AND NOTICE OF SALE UPON

JOSEPH J. ZAJAC, JR.,

the within named defendant, by handing to HIM personally, at HIS PLACE OF EMPLOYMENT,

PENNSYLVANIA POWER AND LIGHT CO., INC., ROUTE 11, BERWICK HIGHWAY, BERWICK,

in the County of Luzerne, State of Pennsylvania, a true and attested copy of the within writ, and making known to

HIM the contents thereof.

Sworn to and subscribed before me

this 31 day of MARCH 1983

Prothonotary

Frank J. Jagodinski
Sheriff of Luzerne County

By

Felix Wawer
Deputy SHERIFF of Luzerne 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 1st Nat'l Bank of Berwick

VS

Joseph J. Zajac, Jr. and
Alma K. Zajac

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. ¹¹ 11 of 1983 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 14, 1983 at 2:00 P.M., posted a copy of the
SHERIFF'S SALE bill on the property of Joseph J. Zajac and Alma
Zajac, his wife at their property R.D.#1 Box 1824, Nescopeck, Pa. Col. Co.
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff Lee F. Mensinger.

So Answers:

Lee F. Mensinger
Deputy Sheriff
Lee F. Mensinger

For:

Victor B. Vandling

Victor B. Bandling
Sheriff, Col. Co.

Sworn and subscribed before me this
14th day of March, 1983.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

The 1st Natl. Bank of Berwick

VS

Joseph J. Zajac, Jr.
and Alma K. Zajac

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

No. 11 of 1983 ED

WRIT OF EXECUTION

SERVICE ON Alma K. Zajac

ON February 17, 1983 at 10:10 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,
Alma K. Zajac at her place of residence R.D.#1, Nescopeck,
Box 1824, Col. Co. Pa. by Lee F. Mensinger, Deputy Sheriff Col. Co.
Service was made by personally handing said Writ of Execution and
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger
Deputy Sheriff
Lee F. Mensinger

For: Victor B. Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 17th day of February
1983

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 11 OF 1983 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, April 7, 1983

At 10:00 O'clock A.M. Eastern Standard Time

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamom North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner, now or late, North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by Deed dated 2/21/79, recorded 2/26/79 in Deed Book 291 at Page 256.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 8, 1983, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of The First National Bank of Berwick, Pa. against JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, and will be sold by:

VICTOR B. VANDLING, Sheriff

Robert E. Bull, Esq.
Attorney

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Bernhard~~, 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

Joseph J. Zajac, Jr. and Alma K. Zajac, 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 4th day of April
A.D., 19 83.

Beverly J. Michael Acting
RECORDER

This Indenture,

Made the 27th day of February in the year of our Lord one thousand nine hundred and seventy-nine (1979).

Between JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, his wife, of Millin Township, Columbia County, Pennsylvania,

MORTGAGORS,

- A N D -

THE FIRST NATIONAL BANK OF BERWICK, a banking institution organized and existing under and by virtue of the laws of the United States of America, with its principal place of business in the Borough of Berwick, County of Columbia and State of Pennsylvania,

MORTGAGEE.

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, said Bank,----- its Successors or Assigns in the sum of Fifty-Nine Thousand and 00/100 (\$59,000.00)----- Dollars, conditioned for the payment of a debt of TWENTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (\$29,500.00)----- Dollars PAYABLE IN THE FOLLOWING MANNER: The said principal sum of Twenty-Nine Thousand Five Hundred and 00/100 (\$29,500.00) Dollars shall be payable with interest at the rate of Ten and One-Quarter (10-1/4%) per cent per annum on the unpaid monthly balances until paid, payable as follows:

During the first (3) months of this obligation interest only shall be paid on the 1st day of each month computed per diem on the principal advances then outstanding, and thereafter the principal and interest shall be paid in monthly installments of Two Hundred Eighty-Nine and 59/100 (\$289.59) Dollars each, commencing on the 1st day of August, 1979, and on the 1st day of each following month until the principal and interest are fully paid, said payment to be applied first to payment of interest and balance to principal, except that any remaining balance of principal and interest shall become due and payable at the end of February (2) years and 7th (5) months from the date hereof, with the privilege to the Mortgagors to repay at any time without premium or fee the entire balance of principal or any part thereof. The Mortgagors shall pay to the holder hereof a late charge of 7th (3 %) percent of any monthly installment not received by the holder within fifteen (15) days after the installment is due.

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

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than Twenty-Nine Thousand Five Hundred and 00/100 (\$29,500.00)-----

And also take no insurance not payable to the Mortgagee, said Bank.

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, entered into, assigned, delivered or guaranteed by the Mortgagors herein, Joseph J. Zajac, Jr., and Alma K. Zajac, his wife,-----

-----, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagors herein, Joseph J. Zajac, Jr., and Alma K. Zajac, his wife.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Township of Millin, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32

minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his wife, by a deed intended to be recorded concurrently herewith.

with the appurtenances.

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

Provided that the said Mortgagee , its Successors or Assigns upon default for thirty (30) ----- days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for thirty (30) ----- days after written notice of its being due shall have been given to the Mortgagor S or their Representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of 5 per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

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

Witness the hands

and seals

of the said Mortgagor S

Signed, Sealed and Delivered
in the presence of

JOSEPH J. ZAJAC, JR.

ALMA K. ZAJAC

SEAL

SEAL

SEAL

SEAL

SEAL

State of Pennsylvania
County of Columbia

On this, the 21st day of February A. D. 1979, before me
a Notary Public the undersigned Officer,
personally appeared Joseph J. Zajac, Jr., and Alma K. Zajac, his wife,
known to me (or satisfactorily proven) to be the person whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed.
In Witness Whereof, I hereunto set my hand and official seal.

FRANK C. BAKER, Notary Public
Berwick, Columbia Co., Pa.
My Commission Expires 12-31-1981
Title of Office



I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage, is 111 W. Front St., Berwick, PA 18603.

Attorney for

RECEIVED BY RECORDER
COLUMBIA CO. PA.

YAY 50 FEE 6.50

FEB 26 10 10 AM '79

Number 214

Mortgage

To A Corporation

JOSEPH J. ZAJAC, JR., AND
ALMA K. ZAJAC, HIS WIFE,

MORTGAGORS,

To

THE FIRST NATIONAL BANK
OF BERWICK,

MORTGAGEE.

Dated 1979
Upon (1) Tract-Mifflin Twp.
To secure - \$29,500.00
Payable \$289.59 Monthly

Law Office
FRANK C. BAKER
249 East Main Street
Berwick, Pennsylvania
18603

Commonwealth of Pennsylvania

County of Columbia 10:10 a.m.

Recorded on this 26th day of Feb. A. D. 1979, in the Re-
corder's Office of the said County in Mortgage Book Volume 194 Page 15

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

Marvin G. Bower

Recorder

REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

ACCOUNT NUMBER 33842-6		301 MARKET STREET ADDRESS	
1 MORTGAGOR(S):	LAST NAME ZAJAC	FIRST JOSEPH JR	INITIAL J
	SPOUSE'S NAME ALMA		BERWICK, PENNSYLVANIA
	ADDRESS R.D. #1, BOX 1824, NESCOPECK PA		

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

REAL ESTATE LOCATED AT:

R.D. #1, NESCOPECK, PA

DEED BOOK 291 PAGE 256

(Mufflin Sup)

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

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

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

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

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated MARCH 30, 1982 executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$7013.88 and having the date of its final payment due on APRIL 5, 1985.

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

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

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

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

THIRD: To the payment of the Total of Payments.

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

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

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.

(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(5) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 30th day of MARCH, 19 82

Signed, sealed and delivered in the presence of:

David R. Kelly
DAVID R. KELLY

Kevin B. Riedy
KEVIN B. RIEDY

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

On this 30th day of MARCH, 19 82

before me, a Notary Public,

personally appeared JOSEPH ZAJAC, JR
and his wife

ALMA known to me to be
the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that they executed the same for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Beverly J. Michael
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia 10:29 a.m.

Joseph J. Zajac, Jr. (SEAL)
JOSEPH ZAJAC, JR

Alma Zajac (SEAL)
ALMA ZAJAC

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

CERTIFICATE OF RESIDENCE

I, _____
of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residence of Mortgagee is _____
301 MARKET STREET
BERWICK, PA 18603

Witness my hand this _____ day of _____, 19 _____

Agent of Mortgagee

Recorded on this 12th day of April, A.D. 19 82, in the Recorder's Office of the said County.

in Mortgage Book, Vol. 208, page 720

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

Beverly J. Michael
Recorder

This instrument was drafted by THORP CONSUMER DISCOUNT CO.

Business Address: 301 MARKET STREET, BERWICK, PA

*Name and address of each mortgagor and witness is required.

*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

RECORDED
MAY 16 1982
TAX \$8.50

Mortgage

Recorded Number
78

Vol. Page

From

JOSEPH J. ZAJAC, JR and his wife
ALMA ZAJAC
R.D. #1, BOX 1824
NESCOPACK, PA 18635

To
THORP CONSUMER
DISCOUNT COMPANY

301 MARKET STREET
BERWICK, PA 18603
Address

Fees, \$ 9.00

BOOK 208 PAGE 721

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

THE FIRST NATIONAL BANK OF
BERWICK, PA., Plaintiff
vs
JOSEPH J. ZAJAC, JR., and
ALMA K. ZAJAC, Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA
No. 11 Term 19 83 E.D.
No. Term 19 A.D.
No. 1395 Term 19 82 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

SEE ATTACHED SHEET FOR DESCRIPTION OF PROPERTY

Amount Due - Principal	\$ 28,814.05	
LATE CHARGES	157.50	
Interest from 5/13/82 to 12/01/82	\$ 1,568.20	
ATTORNEYS' COMM. AT 5%	1,440.70	
Total	\$ 31,980.45	Plus costs

as endorsed, together with interest at a daily rate of \$7.876 from December 1, 1982, until said obligation is paid in full

Helen K. Lewis, Dep
Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated 2-14-83
(SEAL)

By:

Deputy

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

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner, now or late, North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by Deed dated 2/21/79, recorded 2/26/79 in Deed Book 291 at Page 256.

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

JOSEPH J. ZAJAC, JR.,
and ALMA K. ZAJAC,

Defendants.

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

) CIVIL ACTION - LAW
) ACTION OF MORTGAGE FORECLOSURE

) NO. 1395 OF 1982
)
)

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, Defendants herein and
title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned
Writ of Execution, issued under the above-captioned Judgment, directed
to the Sheriff of Columbia County, there will be exposed to public sale
by vendue or outcry to the highest and best bidders, for cash, in the
Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania,
on THURSDAY, the 7th day of APRIL, 1983, at
10:00 o'clock, A.M., Eastern Standard Time, in the fore noon
of the said day, all your right, title and interest in and to:

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

BEGINNING at an iron pin located along the Westerly
line of Twp. Rt. No. 722, said pin being located North 3
degrees 51 minutes and 30 seconds West, 907.84 feet from a
railroad spike in the intersection of Twp. Rt. No. 722 and
L. R. No. 19094; thence along other property of Joseph J.
and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds
West, 453.11 feet to a stone corner in place; thence along
land of Donald S. and Joan Lamon North 4 degrees 14 minutes
53 seconds West 99.37 feet to an iron pin; thence along
land of Benjamin F. and Betty Zehner, now or late, North 82
degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin;

thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by Deed dated February 21, 1979, and recorded February 26, 1979, in Deed Book 291 at Page 256.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on April 8, 1983, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

LAW OFFICES OF BULL & BULL

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

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

JOSEPH J. ZAJAC, JR.,
and ALMA K. ZAJAC,

Defendants.

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

) CIVIL ACTION - LAW
) ACTION OF MORTGAGE FORECLOSURE

) NO. 1395 OF 1982
)
)

AFFIDAVIT PURSUANT TO P.R.C.P. 3129(a)

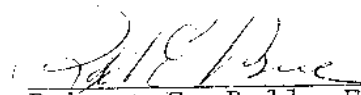
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA)

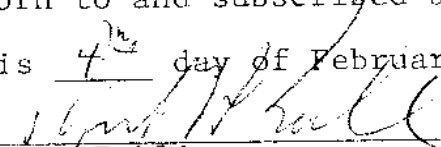
SS:

ROBERT E. BULL, Esquire, being duly sworn according to law,
does depose and say that he is the Attorney for the Plaintiff, that he
makes this Affidavit on the Plaintiff's behalf and that he is authorized
to do so on behalf of the Plaintiff; and that to the best of his knowledge,
information and belief the names and last known addresses of the
Defendants in the above-captioned Judgment are:

JOSEPH J. ZAJAC, JR.
ALMA K. ZAJAC
R. D. #1
Box 1824
Nescopeck, PA 18635


Robert E. Bull, Esquire

Sworn to and subscribed before me
this 4th day of February, 1983.


Notary Public

My Commission Expires: 3-29-1984

THE FIRST NATIONAL BANK
OF BERWICK, PA.,

Plaintiff,

VS.

JOSEPH J. ZAJAC, JR.,
and ALMA K. ZAJAC,

Defendants.

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

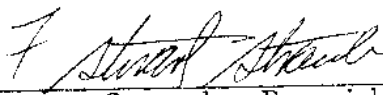
) CIVIL ACTION - LAW
) ACTION OF MORTGAGE FORECLOSURE

) NO. 1395 OF 1982
)
)

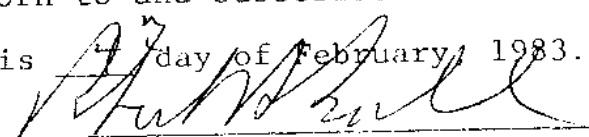
AFFIDAVIT OF MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

F. Stuart Straub, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the within Plaintiff, The First National Bank of Berwick, Pa., and being authorized so to do and that he knows of his own personal knowledge and therefore avers that Joseph J. Zajac, Jr., and Alma K. Zajac, are NOT in the military or naval service of the United States of its allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its amendments.


F. Stuart Straub, President
The First National Bank of
Berwick, Pa.

Sworn to and subscribed before me
this 4th day of February, 1983.


Notary Public

My Commission Expires: 3-29-1986

THE FIRST NATIONAL BANK OF

BERWICK, PA.,
PLAINTIFF

No. 1395 Term 19 82

V.S.

JOSEPH J. ZAJAC, JR., and

ALMA K. ZAJAC,
DEFENDANTS

To: Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at
R. D. #1, Box 1824, Nescopeck, Pennsylvania

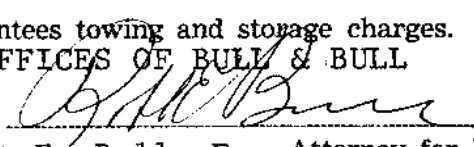
Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

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 property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.

LAW OFFICES OF BULL & BULL


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

Know all Men by these Presents,

That I, **VICTOR B. VANDLING**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of _____ dollars to me in hand paid, do hereby grant and convey to

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

BEGINNING at an iron pin located along the westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 970.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner, now or late, North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his wife, by Deed dated 2/21/79, recorded 2/26/79 in Deed Book 291 at Page 256.

In Witness Whereof, I have hereunto affixed my signature this

19th day of APRIL

Anno Domini one

thousand nine hundred and EIGHTY-THREE.

Sheriff of Columbia County, Pennsylvania

Commonwealth of Pennsylvania, ss,

Before the undersigned, **FREDERICK J. PETERSON** Prothonotary
of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared
VICTOR B. VANDLING, Sheriff of Columbia County aforesaid, and
in due form of law declared that the facts set forth in the foregoing Deed are true, and that
he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this 17th day of
APRIL Anno Domini one thousand nine hundred and EIGHTY-THREE.

Prothonotary

Commonwealth of Pennsylvania }
County of Columbia } ss

RECORDED on this _____ day of _____

A. D. 19____, in the Recorder's office of said County, in Deed Book

Vol. _____, Page _____

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

Recorder

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

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner, now or late, North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by Deed dated 2/21/79, recorded 2/26/79 in Deed Book 291 at Page 256.

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By virtue of a writ of execution no. 1983 issued out of the Court of Common Pleas of Columbia County, to me directed there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Court House, Sheriff's Office, Bloomsburg, Col. Co. Pa., on _____, 1983 at _____ o'clock M., in the _____ noon of the said day, all the right, title and interest of the Defendants in and to:

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

BEGINNING at the southwesterly corner of Lot No. 5 on the northerly side of West Front Street; THENCE along said street South 82 degrees West 50 feet to Lot No. 7; THENCE along said Lot North 8 degrees West, 176.5 feet to a 15 foot alley; THENCE along said alley, North 82 degrees East, and parallel with West Front Street, a distance of 50 feet to Lot No. 5, aforesaid; THENCE along said Lot South 8 degrees East, a distance of 176.5 feet to West Front Street, the place of beginning.

CONTAINING 8825 square feet of land, more or less.

BEING the same premises conveyed by Thomas J. Sacco and Mary Jane Sacco, his wife, to David D. Rozell and Linda L. Rozell, his wife, by deed dated August 1, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. _____ Page _____.

IMPROVED with a single family dwelling which has the address of 819 West Front Street, Berwick, Columbia County, Pennsylvania.

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.

Seized and taken into execution at the suit of Susquehanna Savings Association now known as Susquehanna Savings, a Division of Atlantic Financial Federal vs. Daniel D. Rozell and Linda L. Rozell, his wife.

SAID premises will be sold by:

SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

By virtue of a writ of execution no. _____ 1983 issued out of the Court of Common Pleas of Columbia County, to me directed there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Court House, Sheriff's Office, Bloomsburg, Col. Co. Pa., on _____, 1983 at _____ o'clock M., in the _____ noon of the said day, all the right, title and interest of the Defendants in and to:

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