

UNITED PENN BANK,
Plaintiff
Petitioner

VS.

TWIN HILLS DEVELOPMENT CORP.,
Defendant
Respondent

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PENNA.
: CIVIL ACTION - LAW

NO. 1312 of 1981

32 OF 83 E.D

ELWOOD R. HARDING, JR., ESQUIRE, Attorney for Plaintiff Petitioner

JOHN M. KUCHKA, ESQUIRE, Attorney for Defendant Respondent

ORDER OF COURT

AND NOW, to wit, this 17th day of August, 1989,
after hearing held, the Court fixes the sum of Eighty-Five
Thousand (\$85,000) Dollars as the fair market value of the land
in question at the time of the Execution Sale by the Columbia
County Sheriff, which land was formerly owned by the Defendant -
Respondent and purchased at said sale by the Petitioner-Plaintiff
which land is situate in South Centre Township, Columbia
County, Pennsylvania and contains three acres, more or less.

BY THE COURT:

Jay W. Myers P.J.

68. 11. 01 S 81 304
JUL 19 1989
COLUMBIA COUNTY, PENNA.

764-6770

759-1218

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

First National Bank of Mocanaqua

versus

Twin Hills Development Corporation

No. 1755 of Term, 19 79
Real Debt ||\$29,785|00....
Interest from Oct. 1, 1979 |||.....
Commission |||.....
Costs |||.....
Judgment entered October 25, 1979
Date of Lien
Nature of Lien Judgment Note

First National Bank of Mocanaqua

versus

Twin Hills Development Corporation

No. 1756 of Term, 19 79
Real Debt ||\$16,100|00
Interest from Oct. 1, 1979 |||.....
Commission |||.....
Costs |||.....
Judgment entered October 25, 1979
Date of Lien
Nature of Lien Judgment Note

First National Bank of Mocanaqua

versus

Twin Hills Development Corporation

No. 1757 of Term, 1979
Real Debt ||\$17,250|00
Interest from Oct. 1, 1979 |||.....
Commission |||.....
Costs |||.....
Judgment entered October 25, 1979
Date of Lien
Nature of Lien Judgment Note

United Penn Bank

versus

Twin Hills Development Corporation

No. 2011 of Term, 1979
Real Debt ||\$40,000|00
Interest from Nov. 9, 1979 |||.....
Commission |||.....
Costs |||.....
Judgment entered December 7, 1979
Date of Lien
Nature of Lien Judgment Note

Universal Suppliers, Inc.

versus

Twin Hills Development Co.

No. 932 of Term, 19 80
Real Debt ||\$5,155|83
Interest from Feb. 27, 1980 |||.....
Commission |||.....
Costs |||.....
Judgment entered June 11, 1980
Date of Lien
Nature of Lien Judgment Note

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Poloron Homes, Inc.

versus

Twin Hills Development Corp.

No. 979 of Term, 1980
Real Debt ||\$25,000.00
Interest from May 9, 1980 ||
Commission ||
Costs ||
Judgment entered June 18, 1980
Date of Lien
Nature of Lien Judgment Note

Donald E. Reichart Lumber & Supplies, Inc.

versus

Twin Hills Development Corp.

No. 1587 of Term, 1980
Real Debt ||\$21,386.40
Interest from Aug. 1, 1980 ||
Commission ||
Costs ||
Judgment entered October 8, 1980
Date of Lien
Nature of Lien Judgment Note

Faxon Lumber Co.

versus

Twin Hills Development Corporation.

No. 174 of Term, 1981
Real Debt ||\$8,900.00
Interest from Feb. 2, 1981 ||
Commission ||
Costs ||
Judgment entered February 9, 1981
Date of Lien
Nature of Lien Judgment Note

Susquehanna Saving Association

versus

Twin Hills Development Corp.

No. 1925 of Term, 1980
Real Debt ||\$48,557.09
Interest from March, 1981 ||
Commission ||
Costs ||
Judgment entered February 26, 1981
Date of Lien
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1926 of Term, 1980
Real Debt ||\$48,630.33
Interest from March, 1981 ||
Commission ||
Costs ||
Judgment entered February 26, 1981
Date of Lien
Nature of Lien Default Judgment

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association

versus

TWIN HILLS DEVELOPMENT CORP.

No. 1927 of Term, 1980
Real Debt ||\$ 48,535.35
Interest from March 1981 ||
Commission ||
Costs ||
Judgment entered February 26, 1981
Date of Lien
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1928 of Term, 1980
Real Debt ||\$ 55,179.90
Interest from March, 1981 ||
Commission ||
Costs ||
Judgment entered February 26, 1981
Date of Lien
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1930 of Term, 1980
Real Debt ||\$ 48,458.04
Interest from March, 1981 ||
Commission ||
Costs ||
Judgment entered February 26, 1981
Date of Lien
Nature of Lien Default Judgment

Donald E. Bower, Inc.

versus

Twin Hills Development Corp.

No. 301 of Term, 1981
Real Debt ||\$ 14,908.63
Interest from Feb. 17, 1981 ||
Commission ||
Costs ||
Judgment entered March 9, 1981
Date of Lien
Nature of Lien Judgment Note

Commonwealth of Pennsylvania

Dept. of Revenue

versus

Twin Hills Development Corp.

No. 406 of Term, 1981
Real Debt ||\$ 430.62
Interest from ||
Commission ||
Costs ||
Judgment entered March 23, 1981
Date of Lien State Tax Lien
Nature of Lien

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA

DEPT. OF LABOR & INDUSTRY

versus

TWIN HILLS DEVELOPMENT CORP.

No. 437 of Term, 19.81
Real Debt ||\$ 921.69
Interest from ||
Commission ||
Costs ||
Judgment entered March 26, 1981
Date of Lien
Nature of Lien State Tax Lien

UNITED PENN BANK

versus

TWIN HILLS DEVELOPMENT CORP.

No. 578 of Term, 19.81
Real Debt ||\$ 50,000.00
Interest from Sept. 24, 1980 ||
Commission ||
Costs ||
Judgment entered April 21, 1981
Date of Lien
Nature of Lien Judgment Note

First National Bank of Millville

versus

TWIN HILLS DEVELOPMENT CORP.

No. 666 of Term, 19.81
Real Debt ||\$ 5,000.00
Interest from April 20, 1978 ||
Commission ||
Costs ||
Judgment entered May 11, 1981
Date of Lien
Nature of Lien Judgment Note

Thorp Consumer Discount Co.

versus

Twin Hills Development Corp.

No. 1028 of Term, 19.81
Real Debt ||\$ 49,466.91
Interest from ||
Commission ||
Costs ||
Judgment entered August 17, 1981
Date of Lien
Nature of Lien Default Judgment

United Penn Bank

versus

Twin Hills Development Corp.

No. 1312 of Term, 19.81
Real Debt ||\$ 204,189.04
Interest from Sept. 2, 1981 ||
Commission ||
Costs ||
Judgment entered Sept. 3, 1981
Date of Lien
Nature of Lien Judgment Note

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

Kahler & Tretter Contractors, Inc.

versus

Twin Hills Development Corp.

No. 728 of Term, 19 81
Real Debt ||\$ 6,163.32
Interest from Aug. 24, 1981 ||
Commission ||
Costs ||
Judgment entered Sept. 4, 1981
Date of Lien
Nature of Lien Default Judgment

U.S.A.

versus

Twin Hills Development Corp.

No. 1317 of Term, 19 81
Real Debt ||\$ 9,670.78
Interest from ||
Commission ||
Costs ||
Judgment entered Sept. 8, 1981
Date of Lien
Nature of Lien Federal Tax Lien

Bloomsburg Electrical Supply, Inc.

versus

Twin Hills Development Corp.

No. 1080 of Term, 19 81
Real Debt ||\$ 19,555.03
Interest from ||
Commission ||
Costs ||
Judgment entered Sept. 24, 1981
Date of Lien
Nature of Lien Default Judgment

COMMONWEALTH OF PENNSYLVANIA

DEPT. OF REVENUE

versus

TWIN HILLS DEVELOPMENT CO.

No. 1414 of Term, 19 81
Real Debt ||\$ 499.74
Interest from ||
Commission ||
Costs ||
Judgment entered Sept. 29, 1981
Date of Lien
Nature of Lien Pa. Income Tax

Pa. Dept. of Revenue

versus

Twin Hills Development Corp.

No. 163 of Term, 19 82
Real Debt ||\$ 731.43
Interest from ||
Commission ||
Costs ||
Judgment entered February 9, 1982
Date of Lien
Nature of Lien State Tax Lien

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania.

U.S.A.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 410 of Term, 1982
Real Debt ||\$218,164.75
Interest from ||
Commission ||
Costs ||
Judgment entered April 7, 1982
Date of Lien
Nature of Lien Federal Tax Lien

D. Joseph Sacco

versus

TWIN HILLS DEVELOPMENT CORP.

No. 752 of Term, 1982
Real Debt ||\$466.30
Interest from ||
Commission ||
Costs ||
Judgment entered June 28, 1982
Date of Lien
Nature of Lien Transcript of Judgment

Stephen Levan, Jr. & Donna Levan

versus

TWIN HILLS DEVELOPMENT CORP.

No. 469 of Term, 1979
Real Debt ||\$2850.00
Interest from ||
Commission ||
Costs ||
Judgment entered July 30, 1982
Date of Lien
Nature of Lien Judgment on Award of Arbitrators

Charles R. Shotwell, Jr., t/a

Kline Heating & Air Conditioning Co.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 341 of Term, 1982
Real Debt ||\$6295.40
Interest from ||
Commission ||
Costs ||
Judgment entered October 28, 1982
Date of Lien
Nature of Lien Default Judgment

Thorp Consumer Discount Co.

versus

TWIN HILLS DEVELOPMENT CORP.

No. 991 of Term, 1981
Real Debt ||\$48,990.23
Interest from ||
Commission ||
Costs ||
Judgment entered April 4, 1983
Date of Lien
Nature of Lien Default Judgment

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Beishline~~, 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
Twin Hills Development Corporation

and find as follows:

See Photostatic copies attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and
seal of office this 1st day of August
A.D., 19 83.

Beverly J. Michael ACTING
RECORDER

This Indenture,

Made the 15th day of June, in the year of our Lord,
One Thousand nine Hundred and seventy-nine (1979).

Between --TWIN HILLS DEVELOPMENT CORPORATION, a Pennsylvania corporation, with offices located at 7205 New Berwick Highway, Bloomsburg, Columbia County, Pennsylvania, MORTGAGOR,
a corporation created and existing under and by virtue of the laws of the State of Pennsylvania-----
party of the first part

And--UNITED PENN BANK, of Wilkes-Barre, Pennsylvania,-----
a corporation created and existing under and by virtue of the laws of the State of Pennsylvania,
MORTGAGEE,----- party of the second part .

Whereas, the said Twin Hills Development Corporation-----

The Mortgagor, in and by its certain obligation, under its corporate seal, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of Three hundred forty thousand and 00/100---(\$340,000.00)-----
Dollars, lawful money of the United States of America; conditioned that the said Mortgagor, its Successors or Assigns, 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 One hundred seventy thousand and 00/100 (\$170,000.00) dollars payable principal and interest as follows:

The interest on the mortgage will be paid monthly as billed, said remaining balance of principal and interest to be paid on or before the 13th day of JUNE, 1982. Interest rate will be 12 1/2% per annum, loan for a term of three years.

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 One hundred seventy thousand and 00/100 (\$170,000.00)-----dollars, and take no insurance out on said buildings, not marked for the benefit of the Mortgagee .

And the further condition of the said Obligation is such, that if at any time default shall be made in the payment of principal and-----
interest as aforesaid, for the space of 30--- days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagor, its Successors 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 cost of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per cent, on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now this Indenture Witnesseth that the said Mortgagor --, as well for and in consideration of the said debt or sum of One hundred seventy thousand and 00/100-----
(\$170,000.00)----- 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 Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, release and confirm unto the said Mortgagee its Successors and Assigns.

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point located in the center of Township Route #646, then along the center line of said Township Route the following courses and distances: north 13 degrees 20 minutes 02 seconds west 262.46 feet; north 08 degrees 14 minutes 52 seconds west 66.86 feet; north 13 degrees 28 minutes 36 seconds west 63.16 feet; north 19 degrees 01 minutes 56 seconds west 44.42 feet; north 30 degrees 46 minutes 28 seconds west 37.29 feet; north 47 degrees 14 minutes 40 seconds west 57.87 feet; north 55 degrees 14 minutes 55 seconds west 102.12 feet; north 61 degrees 55 minutes 17 seconds west 180.37 feet to a point in the center of Township Route #646; then running along Section #3 of Lion Hills subdivision north 63 degrees 32 minutes 09 seconds east 1186.97 feet to a point on line of lands of Frank A. and Angeline Keller; then by lands of Frank Keller and H. C. and Marqueen Shuman south 17 degrees 30 minutes 00 seconds east 901.95 feet; then along Section #1 of Lion Hills subdivision south 71 degrees 40 minutes 00 seconds west 979.99 feet to the place of beginning. Containing 19.012 acres of land.

BEING a portion of the same premises conveyed to the mortgagor herein by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 139 on May 6, 1977.

TRACT NO. 2: BEGINNING at a point on the northern edge of U. S. Route 11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

Together with all and singular the -----
hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise ap-
pertaining, 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 and assigns, to and for the only proper use and behoof of the said Mortgagee ,
its successors and assigns, forever .

And the said Mortgagor --, for itself and its successors and assigns, does hereby covenant, promise
and agree to and with the said Mortgagee , its successors and assigns, that if the said Mortgagor --, its suc-
cessors or assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be law-
ful 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 or taxes in a suit upon this Mortgage .

Provided always, nevertheless, that if the said Mortgagor --, its successors or assigns do and shall
pay or cause to be paid, unto the said Mortgagee , its successors or assigns the said principal sum of
One hundred seventy thousand and 00/100 (\$170,000.00) -----

----- Dollars, lawful money, aforesaid, on the day and
time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, cost and
charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of any-
thing 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 cent. on said principal sum, besides costs of suit, without stay of or exemption from execution or other
process with a full release of errors.

And the said Twin Hills Development Corporation----- doth
hereby constitute and appoint Leo J. Yodock, Jr.-----
to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this
Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such
acknowledgment, to the intent that the same may be duly recorded.

In Testimony Whereof, the said Twin Hills Development Corporation-----
has caused this Indenture to be signed by its President, attested by its Secretary and
affixed hereunto the common and corporate seal of the said Corporation, that it was
so affixed by order of the Board of Directors of said Corporation, and that they signed
their names hereto by like order, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Richard J. Day
Lamela A. Seledge

Attest:

Leo J. Yodock, Jr.

President

Secretary

Commonwealth of Pennsylvania
County of Columbia.

ss.

I hereby certify that on this 13th day of June, in the year of our Lord, one thousand nine hundred and seventy-nine (1979).

before me, the subscriber, a Notary Public----- personally appeared Leo J. Yodock, Jr.,----- the Attorney named in the foregoing Indenture of Mortgage and by virtue of and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture of Mortgage to be the act and deed, of the said Twin Hills Development Corporation.

Witness my hand notarial----- seal the day and year aforesaid.

Lamela A. DeGeorge
My commission expires 11-8-82



REC'D BY RECORDER
COLUMBIA CO. PA.

TAX -- 50.00 -- 7.00

JUN 13 3 27 PM '79

Mortgage

Corporation to a Corporation

TWIN HILLS DEVELOPMENT

CORPORATION

To

UNITED PENN BANK

Dated June 13, 1979

Upon

To secure - - \$170,000.00

Payable - - see within

Kuchka & Irey
132 East Front Street
Berwick, PA 18603

Form No. 109 - Legal Black Printery - Leesville, Pa.

Commonwealth of Pennsylvania
County of Columbia

3:27 p.m. ss.

Recorded in the Office for Recording of Deeds, Mortgages, etc., in and for the
County of In Mortgage Book Volume 195 Page 703

Witness my hand and seal of Office, this 13th day of June

A. D. 1979

Marvin G. Bower

Recorder



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

August 19, 1983

Harold W. Sharrow
6555 2nd St (Lime Ridge)
Bloomsburg, Pa.

RE: United Penn Bank
vs
Twin Hills Develop. Corp.

Dear Mr. Sharrow,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held August 4, 1983.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$728.68.

Property purchased by the Plaintiff - UNITED PENN BANK

Thank you for your cooperation in this matter.

Very truly yours,

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

Note: For any additional information contact the Banking Institution or its
counsel, Atty. Robert Spielman, Bloomsburg, Pa.

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 4TH day of AUGUST 19 83, at 10:00 o'clock A. 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 UNITED PENN BANK, a banking institution organized and existing under the laws of Pa., Wilkes-Barre, Pa.

for the price or sum of One Thousand, Thirty Six and 69/100 (\$1,036.69) Plus Twenty and 18/100 (\$20.18) Poundage ----- Dollars

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

Col. Co. Sheriff Dept.	Sale Cost	\$73.55	
	Poundage	<u>20.18</u>	
			\$ 93.73
Press-Enterprise, Inc.			144.59
Henrie Printing			37.37
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			37.50
Harold W. Sharrow, Tax Collector - S. Centre Twp.	1983 Co. Tax	\$147.86	
	1983 Sch. Tax	<u>580.82</u>	
			728.68

UNITED PENN BANK
VS
TWIN HILLS DEVELOPMENT CORP.
NO. 1312 of 1981 J.D.
NO. 32 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
8 AUGUST 1983

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

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 4TH day of AUGUST 19 83, at 10:00 o'clock A. 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 UNITED PENN BANK, a banking institution organized and existing under the laws of Pa., Wilkes-Barre, Pa. for the price or sum of One Thousand, Thirty Six and 69/100 (\$1,036.69) Plus Twenty and 18/100 (\$20.18) Poundage ----- Dollars

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

Col. Co. Sheriff Dept.	Sale Cost	\$73.55	
	Poundage	20.18	
			\$ 93.73
Press-Enterprise, Inc.			144.50
Henrie Printing			37.37
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			37.50
Harold W. Sharrow, Tax Collector - S. Centre Twp.	1983 Co. Tax	\$147.86	
	1983 Sch. Tax	530.82	
			728.68

UNITED PENN BANK
VS
TWIN HILLS DEVELOPMENT CORP.
NO. 1312 of 1981 J.D.
NO. 32 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
8 AUGUST 1983

So answers

Victor B Vandling
VICTOR B. VANDLING
Sheriff

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

.....United Penn Bank.....

vs

.....Twin Hills Development Corp......

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 32 Term 1983 E.D.

No. Term 19..... A.D.

No. 1312 Term 1981 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):

ALL THAT CERTAIN piece and tract of land located in the Township of South Centre, County of Columbia, and State of Pennsylvania.

BEGINNING at a point on the northern edge of U.S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

Amount Due
Attorney Comm.
Interest from 5/6/83
Late Charges
Total

\$ 170,000.00
17,000.00
\$ ~~52,542.28~~
247.04
\$ 239,790.22 Plus costs

as endorsed.

Dated

6-8-83
(SEAL)

By:

Prothonotary, Common Pleas Court of
Columbia County, Penna.

Helene K. Linn

Deputy

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 4TH day of AUGUST 19 83, at 10:00 o'clock A. 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 UNITED PENN BANK, a banking institution organized and existing under the laws of Pa., Wilkes-Barre, Pa. for the price or sum of One Thousand, Thirty Six and 69/100 (\$1,036.69) Plus Twenty and 18/100 (\$20.18) Poundage ----- Dollars

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

Col. Co. Sheriff Dept.	Sale Cost	\$73.55	
	Poundage	<u>20.18</u>	
			\$ 93.73
Press-Enterprise, Inc.			144.59
Henrie Printing			37.37
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			37.50
Harold W. Sharrow, Tax Collector - S. Centre Twp.	1983 Co. Tax	\$147.86	
	1983 Sch. Tax	<u>580.82</u>	
			728.68

UNITED PENN BANK
VS
TWIN HILLS DEVELOPMENT CORP.
NO. 1312 of 1981 J.D.
NO. 32 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
8 AUGUST 1983

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION-AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: TWIN HILLS DEVELOPMENT CORP.
7205 New Berwick Highway
Bloomsburg, Penna. 17815
(Owners or reputed owners of real estate hereinafter described)

NOTICE IS HEREBY GIVEN in accordance with Pa. R.C.P. 3129(b) (2) that by virtue of Writ of Execution No. 1312-81 issued out of the Court of Common Pleas of Columbia County, directed to the Sheriff of Columbia County, there will be exposed to public sale, by endue or outcry, to the highest and best bidder; for cash, at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania on Thursday, August 4, 1983, at 10:00 o'clock A.M., all the right, title and interest of the Defendant

ALL THAT CERTAIN piece, parcel and tract of land located in the Township of South Centre Township, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. CONTAINING 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on August 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.

SIEZED AND TAKEN INTO EXECUTION at the suit of United Penn Bank against Twin Hills Development Corporation, and will be sold by the Sheriff of Columbia County.

SMITH, EVES, KELLER & HARDING

BY: Robert Spielman

Robert Spielman, Esquire
227 Market St., PO Box 30
Bloomsburg, Penna. 17815
(717) 784-6770

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

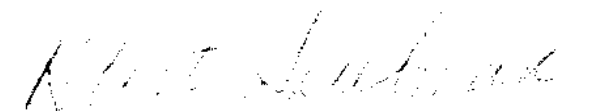
* IN THE COURT OF COMMON PLEAS
* OF THE 26TH JUDICIAL DISTRICT
* COLUMBIA COUNTY BRANCH
*
* ACTION-AT-LAW
* NO. OF 1983
* IN MORTGAGE FORECLOSURE

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF COLUMBIA)


ROBERT SPIELMAN, being duly sworn according to law, deposes and says that he is the attorney for United Penn Bank, Plaintiff in the above captioned action, and that to the best of his knowledge, information and belief the names and addresses of the Defendant, Twin Hills Development Corp., the owner or reputed owner in the above captioned matter is:

Twin Hills Development Corp.
7205 New Berwick Highway
Bloomsburg, Penna. 17815



Attorney for Plaintiff

Sworn and subscribed to
before me this 13th day
of April , 1983.



NOTARY PUBLIC

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION -AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your

exception. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Susquehanna Legal Services
36 West Main Street
Bloomsburg, PA 17815
Telephone: 784-8760

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION -AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be

 (i) Set aside in kind (specify property to be set aside)

 (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: in cash;

 in kind (specify property)

United Penn Bank

PLAINTIFF

No.

1312

32 of 1983

Term 1981

V.S.

Twin Hills Development Corp.

DEFENDANTS

To: Victor Vandling Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at

See attached description:

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.

Attorney for Plaintiff

ALL THAT CERTAIN piece, parcel and track of land located in the Township of South Centre Township, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. CONTAINING 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

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)

Twin Hills Development Corp. By the SHERIFF of Columbia County.

GRANTOR (S)	ADDRESS	ZIP CODE
United Penn Bank	Wilkes-Barre, Luz. Co., Pa.	
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

U.S. Route 11	South Centre Township	Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 1,036.69	HIGHEST ASSESSED VALUE \$ 1,060.00
FAIR MARKET VALUE \$ 3,170.00	REALTY TRANSFER TAX PAID \$ None

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

Mortgage holder exempt.

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, Courthouse Bldg., Bloomsburg - Sheriff	
SUCCESSFUL BIDDER	See Grantee.	
NAME	ADDRESS	TITLE
NAME	ADDRESS	TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1,060.00
JUDGEMENT PLUS INTEREST	\$ 222,789.32		
BID PRICE		\$ 1,036.69	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 728.68	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 17,000.00	\$	
OTHER (COSTS, ETC.)	\$ 329.51	\$	
TOTAL	\$ 240,847.51	\$ 1,036.69	\$ 1,060.00

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.

[Signature]
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ TRUSTEE ☐ TRUSTEE

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn according
and says that Press-Enterprise is a newspaper of general circulation with its
and place of business in the Town of Bloomsburg, County of Columbia
Pennsylvania, and was established on the 1st day of March, 1902, and has been
(except Sundays and Legal Holidays) continuously in said Town, County and
date of its establishment; that hereto attached is a copy of the legal notice or ad
the above entitled proceeding which appeared in the issue of said newspaper on
..... July 13, 20, 27, 19 83.
printed and published; that the affiant is one of the owners and publishers of said
which legal advertisement or notice was published; that neither the affiar
Enterprise are interested in the subject matter of said notice and advertisement
of the allegations in the foregoing statement as to time, place, and character of p
true.

Paul R. Eyerly III

Sworn and subscribed to before me this ... *29th* day of *July* ... 19 *83*.

Notary Public

Commission Expires

BY / CREME NOTARY
BLOOMSBURG COLUMBIA
COMMISSION EXPIRES /

\$144.59

Twin Hills Development Sheriff Sale

SHERIFF'S SALE
By virtue of a Writ of Execution No. 32 of 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, Columbia County, Pa., on:
Thurs., Aug. 4, 1983
at 10:00 o'clock a.m.
In the forenoon of the said day, all the right, title and interest of the defendants in and to:
ALL THAT CERTAIN piece, parcel and tract of land located in the Township of South Centre, County of Columbia and State of Pennsylvania, described as follows:
BEGINNING at a point on the northern edge of U.S. Route 11, said point being at the southwest corner of other lands of Twin Hills Corporation; thence by the northern edge of U.S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation, north 71 degrees 40

minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corpora-

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6362

August 1, 19 83

60-593
313

PAY TO THE ORDER OF *Press-Enterprise, Inc.*

\$ *144.59*

One Hundred forty four and 59/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR *UP BANK vs Twin Hills*

No. 32 of 1983 E.D. 031305936

Victor B. Vandling

57281000 05

eto within ten (10) days thereafter.
SEIZED AND TAKEN into execution at the suit of United Penn Bank vs

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn according and says that Press-Enterprise is a newspaper of general circulation with its p and place of business in the Town of Bloomsburg, County of Columbia Pennsylvania, and was established on the 1st day of March, 1902, and has been p (except Sundays and Legal Holidays) continuously in said Town, County and S date of its establishment; that hereto attached is a copy of the legal notice or ad the above entitled proceeding which appeared in the issue of said newspaper on . July 13, 20, 27, 19 83. printed and published; that the affiant is one of the owners and publishers of said which legal advertisement or notice was published; that neither the affian Enterprise are interested in the subject matter of said notice and advertisement of the allegations in the foregoing statement as to time, place, and character of p true.

Sworn and subscribed to before me this 29th day of July 19 83.

(Notary Public)

My Commission Expi

MATTHEW J. CREME NOTIA
BLOOMSBURG COLUMBIA
MY COMMISSION EXPIRES J
Member Pennsylvania Associat

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

SHERIFF'S SALE
By virtue of a Writ of Execution No. 32 of 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, Columbia County, Pa., on: **Thurs., Aug. 4, 1983 at 10:00 o'clock a.m.**

In the forenoon of the said day, all the right, title and interest of the defendants in and to: **ALL THAT CERTAIN** piece, parcel and tract of land located in the Township of South Centre, County of Columbia and State of Pennsylvania, described as follows: **BEGINNING** at a point on the northern edge of U.S. Route 11, said point being at the southwest corner of other lands of Twin Hills Corporation; thence by the northern edge of U.S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation, north 71 degrees 40

minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. **CONTAINING** 3.091 acres of land. **BEING** a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at page 142 on May 6, 1977.

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

SEIZED AND TAKEN into execution at the suit of United Penn Bank vs. Twin Hills Development

This Indenture,

Made the 13th day of June, in the year of our Lord,
One Thousand nine Hundred and Seventy-nine (1979).

Between --TWIN HILLS DEVELOPMENT CORPORATION, a Pennsylvania corporation, with offices located at 7205 New Berwick Highway, Bloomsburg, Columbia County, Pennsylvania, MORTGAGOR,
a corporation created and existing under and by virtue of the laws of the State of Pennsylvania-----
party of the first part

And--UNITED PENN BANK, of Wilkes-Barre, Pennsylvania,-----
a corporation created and existing under and by virtue of the laws of the State of Pennsylvania,
MORTGAGEE,----- party of the second part .

Whereas, the said Twin Hills Development Corporation-----

The Mortgagor, in and by its certain obligation, under its corporate seal, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of Three hundred forty thousand and 00/100--- (\$340,000.00)-----
Dollars, lawful money of the United States of America; conditioned that the said Mortgagor, its Successors or Assigns, 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 One hundred seventy thousand and 00/100 (\$170,000.00) dollars payable principal and interest as follows:

The interest on the mortgage will be paid monthly as billed, said remaining balance of principal and interest to be paid on or before the 13th day of June, 1982. Interest rate will be 12 1/4% per annum, loan for a term of three years.

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 One hundred seventy thousand and 00/100 (\$170,000.00)-----dollars, and take no insurance out on said buildings, not marked for the benefit of the Mortgagee .

And the further condition of the said Obligation is such, that if at any time default shall be made in the payment of principal and-----
interest as aforesaid, for the space of 30----- days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagor, its Successors 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 cost of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per cent. on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now this Indenture Witnesseth that the said Mortgagor--, as well for and in consideration of the said debt or sum of One hundred seventy thousand and 00/100-----
(\$170,000.00)----- 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 Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, release and confirm unto the said Mortgagee its Successors and Assigns.

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point located in the center of Township Route #646, then along the center line of said Township Route the following courses and distances: north 13 degrees 20 minutes 02 seconds west 262.46 feet; north 08 degrees 14 minutes 52 seconds west 66.86 feet; north 13 degrees 28 minutes 36 seconds west 63.16 feet; north 19 degrees 01 minutes 56 seconds west 44.42 feet; north 30 degrees 46 minutes 28 seconds west 37.29 feet; north 47 degrees 14 minutes 40 seconds west 57.87 feet; north 55 degrees 14 minutes 55 seconds west 102.12 feet; north 61 degrees 55 minutes 17 seconds west 180.37 feet to a point in the center of Township Route #646; then running along Section #3 of Lion Hills subdivision north 63 degrees 32 minutes 09 seconds east 1186.97 feet to a point on line of lands of Frank A. and Angeline Keller; then by lands of Frank Keller and H. C. and Marqueen Shuman south 17 degrees 30 minutes 00 seconds east 901.95 feet; then along Section #1 of Lion Hills subdivision south 71 degrees 40 minutes 00 seconds west 979.99 feet to the place of beginning. Containing 19.012 acres of land.

BEING a portion of the same premises conveyed to the mortgagor herein by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 139 on May 6, 1977.

TRACT NO. 2: BEGINNING at a point on the northern edge of U. S. Route 11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

Together with all and singular the 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 and assigns, to and for the only proper use and behoof of the said Mortgagee , its successors and assigns, forever .

And the said Mortgagor --, for itself and its successors and assigns, does hereby covenant, promise and agree to and with the said Mortgagee , its successors and assigns, that if the said Mortgagor --, its successors 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 or taxes in a suit upon this Mortgage .

Provided always, nevertheless, that if the said Mortgagor --, its successors or assigns do and shall pay or cause to be paid, unto the said Mortgagee , its successors or assigns the said principal sum of One hundred seventy thousand and 00/100 (\$170,000.00) -----

Dollars, lawful money, aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, cost 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 Seire 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 cent. on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

And the said Twin Hills Development Corporation----- doth hereby constitute and appoint Leo J. Yodock, Jr.----- to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

In Testimony Whereof, the said Twin Hills Development Corporation----- has caused this Indenture to be signed by its President, attested by its Secretary and affixed hereunto the common and corporate seal of the said Corporation, that it was so affixed by order of the Board of Directors of said Corporation, and that they signed their names hereto by like order, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Richard J. Tracy
Lanella A. DeLunge

Attest:

Leo J. Yodock, Jr.

President

James H. Yodock

Secretary

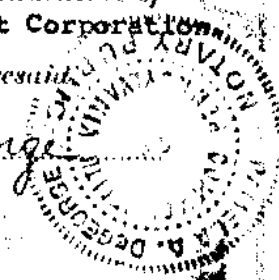
Commonwealth of Pennsylvania
County of Columbia.

ss.

I hereby certify that on this 13th day of June, in
the year of our Lord, one thousand nine hundred and seventy-nine (1979).
before me, the subscriber, a Notary Public-----
personally appeared Leo J. Yodock, Jr.,----- the Attorney
named in the foregoing Indenture of Mortgage and by virtue of and in pursuance
of the authority therein conferred upon him, acknowledged the said Indenture of
Mortgage to be the act and deed, of the said Twin Hills Development Corporation.

Witness my hand notarial----- seal the day and year aforesaid.

Lamela A. DeGeorge
My commission expires 11-8-82



REC'D BY RECORDER
COLUMBIA CO. PA.

TAX \$50.00
FEE 7.00

JUN 13 3 27 PM '79

154
Mortgage

Corporation to a Corporation

TWIN HILLS DEVELOPMENT

CORPORATION

TO

UNITED PENN BANK

Dated June 13, 1979

Upon

To secure - - \$ 170,000.00

Payable - see within

Kuchka & Irey
132 East Front Street
Berwick, PA 18603

Form No 108 - Legal Blank Primary, Lancaster, Pa

Commonwealth of Pennsylvania
County of Columbia

3:27 p.m. ss.

Recorded in the Office for Recording of Deeds, Mortgages, etc., in and for the
County of In Mortgage Book Volume 195 Page 703

Witness my hand and seal of Office, this 13th day of June

A. D. 1979

Marvin T. Bower

Recorder

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 32 OF 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 COURTHOUSE, SHERIFF'S OFFICE, BLOOMSBURG, COLUMBIA COUNTY, PA. ON

THURSDAY, August 4, 1983

At 10:00 O'Clock A.M.

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

ALL THAT CERTAIN piece, parcel and track of land located in the Township of South Centre Township, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southeast corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. CONTAINING 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Snyder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

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

SEIZED AND TAKEN into execution at the suit of UNITED PENN BANK vs TWIN HILLS DEVELOPMENT CORPORATION, said premises will be sold by:

VICTOR B. VANDLING, Sheriff

Robert Spielman, Attorney

COPIES TO:

Henrie Printing (6/16/83)

P-E., Legal Ads, Wed., Jul 13, 20 & 27, 1983. Affidavit requested. (6/17/83)

Harold Sharrow, Tax Collector, S. Centre Twp. (6/17/83)



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

vs

Twin Hills Develop. Corp.

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 32 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

June 27, 1983 at 11:15 A M, posted a copy of the
SHERIFF'S SALE bill on the property of Twin Hills Develop. Corp.

7205 New Berweck Hwy., Bloomsburg, PA 17815

Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John J. O'Brien & Delbert Doty.

So Answers:

John J. O'Brien & Delbert Doty
John J. O'Brien & Delbert Doty
Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
27th day of June 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

United Penn Bank
vs
Twin Hills Development Corp.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
No. 32 of 1983 ED.
WRIT OF EXECUTION

SERVICE ON Twin Hills Development Corp.

ON June 20, 1983 at 11:30 AM. served , 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,

Twin Hills Development Corp. at 233 West 3rd St. Bloomsburg, Penna.
By handing to Leo J. Yoddock
President by John J O'Brien and Delbert Doty
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 and Delbert Doty
John J O'Brien and Delbert
Deputy Sheriff Doty

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 20th day of June
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

BY VIRTUE OF A WRIT OF EXECUTION NO. 32 OF 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 COURTHOUSE, SHERIFF'S OFFICE, BLOOMSBURG, COLUMBIA COUNTY, PA. ON

THURSDAY, August 4, 1983

At 10:00 O'Clock A.M.

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

ALL THAT CERTAIN piece, parcel and track of land located in the Township of South Centre Township, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northeast corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning, CONTAINING 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

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

SEIZED AND TAKEN into execution at the suit of UNITED PENN BANK vs TWIN HILLS DEVELOPMENT CORPORATION, said premises will be sold by:

VICTOR B. VANDLING, Sheriff

Robert Spielman, Attorney

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BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southeast corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 30 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 700.49 feet to the place of beginning. CONTAINING 3.091 acres of land.

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BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; thence by lands of South Centre Township north 50 degrees 00 minutes 00 seconds west 204.72 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 700.49 feet to the place of beginning. CONTAINING 3.091 acres of land.

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

United Penn Bank

vs

Twin Hills Development Corp.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 32 Term 19 83 E.D.

No. Term 19 A.D.

No. 1312 Term 19 81 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):

ALL THAT CERTAIN piece and tract of land located in the Township of South Centre, County of Columbia, and State of Pennsylvania.

BEGINNING at a point on the northern edge of U.S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

Amount Due
Attorney Comm.
Interest from 5/6/83
Late Charges
Total

\$ 170,000.00
17,000.00
\$ 52,542.28
247.04
\$ 239,790.22 Plus costs

as endorsed.

Dated

6-8-83
(SEAL)

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Helene K. Lunn Deputy

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION-AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: TWIN HILLS DEVELOPMENT CORP.
7205 New Berwick Highway
Bloomsburg, Penna. 17815
(Owners or reputed owners of real estate hereinafter described)

NOTICE IS HEREBY GIVEN in accordance with Pa. R.C.P. 3129(b) (2)
that by virtue of Writ of Execution No. 1312-81 issued out of the Court of
Common Pleas of Columbia County, directed to the Sheriff of Columbia County,
there will be exposed to public sale, by endue or outcry, to the highest and
best bidder; for cash, at the Sheriff's Office, Columbia County Court House,
Bloomsburg, Pennsylvania on Thursday, August 4, 1983, at
10:00 o'clock A. M., all the right, title and interest of the Defendant

ALL THAT CERTAIN piece, parcel and track of land located in the
Township of South Centre Township, County of Columbia and State of Pennsylvania,
described as follows:

BEGINNING at a point on the northern edge of U. S. Route 11, said
point being at the southwest corner of other lands of Twin Hills Development
Corporation; thence by the northern edge of U. S. Route 11 South 71 degrees
40 minutes 00 seconds west 645.50 feet to a point in line of lands of South
Centre Township; thence by lands of South Centre Township north 30 degrees
00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of
other lands of Twin Hills Development Corporation; thence by other lands of Twin
Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78
feet to a point at the northwest corner of other lands of Twin Hills Development
Corporation; then by other lands of Twin Hills Development Corporation south
14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning.
CONTAINING 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development
Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977,
and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on August 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.

SEIZED AND TAKEN INTO EXECUTION at the suit of United Penn Bank against Twin Hills Development Corporation, and will be sold by the Sheriff of Columbia County.

SMITH, EVES, KELLER & HARDING

BY:

Robert Spielman

Robert Spielman, Esquire
227 Market St., PO Box 30
Bloomsburg, Penna. 17815
(717) 784-6770

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

* IN THE COURT OF COMMON PLEAS
* OF THE 26TH JUDICIAL DISTRICT
* COLUMBIA COUNTY BRANCH
*
* ACTION-AT-LAW
* NO. OF 1983
* IN MORTGAGE FORECLOSURE

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:
)

ROBERT SPTEIMAN, being duly sworn according to law, deposes and says that he is the attorney for United Penn Bank, Plaintiff in the above captioned action, and that to the best of his knowledge, information and belief the names and addresses of the Defendant, Twin Hills Development Corp., the owner or reputed owner in the above captioned matter is:

Twin Hills Development Corp.
7205 New Berwick Highway
Bloomsburg, Penna. 17815

Attorney for Plaintiff

Sworn and subscribed to
before me this ^{13th} day
of Sept, 1983.

Robert S. Spteman
NOTARY PUBLIC

UNITED PENN BANK,
Plaintiff
VS.
TWIN HILLS DEVELOPMENT CORP.,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION -AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your

exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Shenandoah Legal Services
56 West Main Street
Bloomington, PA 17815
Telephone: 784-8700

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$500 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

UNITED PENN BANK,

Plaintiff

VS.

TWIN HILLS DEVELOPMENT CORP.

Defendant

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: ACTION -AT-LAW
: NO. OF 1983
: IN MORTGAGE FORECLOSURE

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be

/ / (i) Set aside in kind (specify property to be set aside)

/ / (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: / / in cash;

/ / in kind (specify property)

(b) Social Security benefits on deposit in the
amount of \$ _____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the
exemption. Notice of the hearing should be given to me at

(address)

(telephone no.)

I verify that the statements made in this Claim for
Exemption are true and correct. I understand that false state-
ments herein are made subject to the penalties of 18 Pa. C.S.
§ 4904 relating to unsworn falsification to authorities.

Date:

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF COLUMBIA COUNTY, COURT HOUSE,
BLOOMSBURG, PA 784-1991 (TELEPHONE)

United Penn Bank

VS

Twin Hills Devel Corp

THURSDAY,

Aug 4, 1983

NO.

32 of '83WRIT OF EXECUTION:

Judgement --- Principal

\$ 170,000.00

Insurance

Interest from 5/6/83 to _____52,542.28~~Real Estate Tax~~ Late Charges247.04

Interest from _____ to _____

_____ days @ \$ _____ per day

Attorneys' Fee

17,000.00Total ... \$ 239,789.32 \$ 239,789.32INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00 Pd.

Pro. Pd.

Shff. V.

6.50 Pd.

Judg. Fee

Atty. Fee

Satisfaction

Total ... \$ 21.50 \$ 21.50239,810.82SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.15

Service of Notice

5.00

Postage

15.00

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

5.00

Advertising, Sale Bills

5.00

Newspapers

7.80

Mileage

5.00

Crying/Adjourn of Sale

20.00

Sheriff's Deed (executing & registering)

Total... \$ 73.55 \$ 73.55

Morning Press (Ads)

\$ 144.59

Berwick Enterprise (Ads)

37.37

Henrie Printing

Total ... \$ 181.96 \$ 181.96

Prothonotary - List of Liens

\$ 10.00

Deed

5.00Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

13.50 5.00 19.00Total ... \$ 37.50 \$ 37.50REAL ESTATE TAXES:Borough/Twp. & County Taxes, 1983\$ 147.86School Taxes, District C.C., 1983580.82

Parcel #2

Total ... \$ 728.68 \$ 728.68SEWERAGE RENT DUE:

Municipality _____ for 19__

\$ _____

\$ _____

TOTAL TAXES & COSTS ----- \$ 1,036.69

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

00.00 Check being returned with all paraphernalia filed with Sheriff's Office.

Memorandum from the desk of

Sheriff Victor B. Vandling

To: ROBERT SPIELMAN

Date: 5/25/83

Subject: U.P. BANK VS TWIN HILLS DEVELOP. CORP.

Before any service will be initiated in the filed W. of E. it will be necessary to provide:

1. DESCRIPTION OF PROPERTY. Include the usual recital heading (All those certain pieces or parcels, etc.) that describes the property location including COUNTY and STATE.
NOTE: How about the inclusion refering to its conveyance, date and recording in Deed Book Volume and Page????? (Or is this unnecessary)
2. Include also on NOTICE OF SHERIFF'S SALE. (the above as per 3129 (b) and 3129 (b.1)).
3. WATCHMAN'S CERTIFICATE RELEASE form needed.
4. PROPERTY DESCRIPTION. Need at least 3 additional copies for Printer, Newspaper and Tax Collector.
5. MORTGAGE FORECLOSURE? Why is W. of E. listing Money Judgements??? If foreclosure, then there is no need for W. of E. Notice, List of Major Exemptions, nor Claim for Exemption form.

UPON RETURN OF NEEDED ITEMS service will be provided.

W. Gale

keep in mind, DEED IS MADE FROM THE DESCRIPTION PROVIDED BY COUNSEL FOR PLAINTIFF. Be sure to give us what you will want included.

WRIT OF EXECUTION - (MONEY JUDGEMENTS) Rules P.R.C.P. 3101 to 3149

United Penn. Bank.....

No. 32 Term 19⁸³.....E.D.

No. Term 19.....J.D.

No. 1312 Term 19⁸¹...

vs

Twin Hills Development Corp.

WRIT OF EXECUTION
(MONEY JUDGEMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ...Columbia.....

TO THE SHERIFF OF .Columbia..... COUNTY, PENNA.

To satisfy the judgement, interest and costs against..Twin.Hills.Development.Corp.....

..... Defendant (s);

(1) You are directed to levy upon the property of the defendant (s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

..... as Garnishee (s)
(Specifically describe property)

BEGINNING at a point on the northern edge of U. S. Route 11, said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

and to notify the Garnishee (s) that

(a) an attachment has been issued;

(b) the garnishee (s) is enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof.

(3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee (s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due	\$.170,000.00
Attorney Comm.	17,000.00
Interest from 5/6/83	52,542.28
Late Charges	247.04
Total	239,790.22

Plus costs as per endorsement hereon.

Dated *May 23, 1983*
(SEAL)

Prothonotary, Court of Common Pleas of
Columbia County, Penna.

By: *Helene K. L...*
Deputy