UNITED PENN BANK,

Plaintiff

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

vs.

STEWART D. ANDERSON and

CAMILLE M. ANDERSON,

Defendant

NO. 671 of 1983 J. D.

NO. 61 of 1983 E.D.

### TO THE SHERIFF:

Please return within Writ discontinued and satisfy original Judgment by order of Plaintiff's Attorney.

Attorney for the Plaintiff

### TO THE PROTHONOTARY:

I hereby return the within Writ discontinued and satisfied by order of Plaintiff's Attorney.

Sheriff of Columbia County

Get name sheete Get name sheete Get name sheete Get name sheete UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

Plaintiff

vs.

STEWART D. ANDERSON and CAMILLE M. ANDERSON,

Defendants

NO. 671 of 1983

## PRAECIPE FOR SATISFACTION OF JUDGMENT

TO THE PROTHONOTARY:

Mark the judgment filed to No. 671 of 1983 on August 29, 1983, in favor of the Plaintiff and against the Defendants, Stewart D. Anderson and Camille M. Anderson, in the amount of Eighty Eight Thousand Three Hundred Twenty One and 43/100 (\$88,321.43) Dollars satisfied of record and dismiss the Petition to Fix Fair Value filed in this action on May 29, 1984.

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C.

By: Hlenn J. Jone

### RULE

AND NOW, this day of 1984, the judgment entered in favor of the Plaintiff and against the Defendants, Stewart D. Anderson and Camille M. Anderson, in the amount of Eighty Eight Thousand Three Hundred Twenty One and 43/100 (\$88,321.43) Dollars is hereby marked satisfied.

PROTHONOTARY OF COLUMBIA COUNTY

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### HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

#### LAW OFFICES

SUITE SEVEN HUNDRED UNITED PENN BANK BUILOING WILKES-BARRE, PENNA, 1870!

(717) 825-9401

RETIRED
ANDREW HOURIGAN, JR.

PALVELLO WAS POPULATED WAS ROUND BRYNOD EOI & XOB

R. D. I. SUGARLOAF, PA 18249 (717) 768-4191

October 19, 1984

Sheriff's Office Columbia County Court House P. O. Box 380 Bloomsburg, Pa. 17815

> Re: United Penn Bank vs. Stewart Anderson, No. 671 of 1983 and No. 1672 of 1980

Dear Sir:

ALLAN M. KLUGER

GEORGE A. SPOHRER

JOSEPH A. QUINN, JR.

ARTHUR L. PICCONE
ANTHONY C. FALVELLO

RICHARD M. GOLDBERG

JOSEPH P. MELLODY, JR.

WILLIAM F. ANZALONE

CONRAD A. FALVELLO

JOHN P. SANGERSON JOSEPH A. LACH RONALD V. SANTORA

DAVID W SARA

NEIL L. CONWAY

GLENN G. YANIK
FAULA F. GARRETY
JORDAN H. PECILE
THOMAS B. HÉLBIG
BHIAN C. CORCORAN
GERALD J. SHEKLETSKI

Enclosed are the Praecipes for Discontinuance for the Writ of Execution in the above-captioned cases, together with Praecipes for Satisfaction of Judgment. Please send the Praecipes for Satisfaction of Judgment to the Prothonotary and note that the Praecipes filed to No. 671 of 1983 also request dismissal of the Petition to Fix Fair Value filed in this action on May 29, 1984. A check in the amount of \$10.00 is also enclosed.

Very truly yours,

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C.

Men J. Yank Glenn G. Yanik, Esquire

GGY/pm Enclosures

### HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED United Penn Bank Building

WILKES-BARRE, PENNA. 18701

(717) 825-9401

PETIRED ANDREW HOURIGAN, JR.

FALVELLO LAW OFFICE BUILDING CONYNGHAM-DRUMS ROAD

BOX A 103 R. D. I. SUGARLOAF, PA 18249

(717) 788-4191

September 28, 1984

Prothonotary of Columbia County Columbia County Court House P. O. Box 380 Bloomsburg, Pa. 17815

> Re: United Penn Bank vs. Stewart Anderson No. 671 of 1983; No. 1672 of 1980; and No. 267 of 1979

Gentlemen:

ALLAN M. KLUGER

GEORGE A SPOHRER

JOSEPH A. OUINN, JR.

ARTHUR L. PICCONE

RICHARD M. GOLDBERG

ANTHONY C. FALVELLO

WILLIAM F ANZALONE

CONRAD A. FALVELLO

JOHN P. SANDERSON JOSEPH A. LACH RONALD V. SANTORA

DAVID W SARA

NEIL L. CONWAY

GLENN G. YANIK
PAULA F. GARRETY
JORDAN H. PECILE
THOMAS B. HELBIG
BRIAN C. CORCORAN
GERALD J. SHEKLETSKE

JOSEPH P. MELLODY, JR.

I enclose an original and copy of Praecipe for Satisfaction of Judgment relative to the above-captioned cases. Please time stamp the copies and return in the enclosed envelope.

Very truly yours,

HOURICAN, KLUGER, SPOHRER & QUINN, P.C.

124-2716

flenn J. Janek Glenn G. Yanik, Esquire

GGY/pm Enclosures

No. 671 of 1983 must be satisfied by the Sheriff as there was a Writ of Execution on same. We are returning Praecipe and \$10.00. This also applies to No. 1672 of 1980.

# 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 a	after having given due
legal and timely notice of the time and place of sale, by advertisements in dive	ers public newspapers
and by handbills set up in the most public places in my bailiwick, I did on THI	URSDAY the
17TN day of NOVEMBER 19 83 , a	
o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa	
to sale at public vendue or outcry, when and where I sold the same to UNITED	
Wilkes-Barre, Luzerne County, Pennsylvania	
for the price or sum of Two Thousand-Four Hundred and Five and 38/100 (\$2,	405.38) plus
Twenty-Six and 80/100 (\$26.80) Poundage	Dollars
being the highest and best bidder, and that the	
bidden for the same; which I have applied as follows, viz: To costs	-
Col. Co. Sheriff's Dept. Sale Cost \$120.55	
Poundage 26.80	\$147.35
Press-Enterprise, Inc.	459.17
Henrie Printing	68,97
Prothonotary of Columbia County	15.00
Recorder of Deeds of Columbia County	18.50
Columbia County Tax Claim Bureau (1983 Co. Tax \$261.98	857.84
Connie C. Gingher, Tax Collector, Berwick Boro. (1983 Sch. Tax 558.7)	:
Borough of Berwick (Sewer Bill - May thru Oct 1983)	44.66
UNITED PENN BANK	
VS	
STEWART D. ANDERSON and CAMILLE M. ANDERSON, his wife	
NO. 671 of 1983 J.D. NO. 61 of 1983 E.C.	
	<u></u>
	· · · · · · · · · · · · · · · · · · ·
<b></b>	

# To the Honoravle, 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 THURSD	DAY the
17TH day of NOVEMBER 19 83, at	10:30
o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., ex	
to sale at public vendue or outcry, when and where I sold the same to UNITED PE Wilkes-Barre, Luzerne County, Pennsylvania	NN BANK,
for the price or sum of Two Thousand-Four Hundred and Five and 38/100 (\$2,405.	.38) plus
Twenty-Six and 80/100 (\$26.80) Poundage	Dollars
being the highest and best bidder, and that the high	
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Col. Co. Sheriff's Dept. Sale Cost \$120.55	
Poundage <u>26.80</u>	\$147.35
Press-Enterprise, Inc.	459.17
Henrie Printing	68.97
Prothonotary of Columbia County	15.00
Recorder of Deeds of Columbia County	18.50
Columbia County Tax Claim Bureau	857.84
(1983 Co. Tax \$261.98) Connie C. Gingher, Tax Collector, Berwick Boro. (1983 Sch. Tax 558.71)	820.69
Borough of Berwick (Sewer Bill - May thru Oct 1983)	44.66
UNITED PENN BANK	
VS	
STEWART D. ANDERSON and CAMILLE M. ANDERSON, his wife	
NO. 671 of 1983 J.D. NO. 61 of 1983 E.C.	
Sheriff's Office, Bloomsburg, Pa. So answers	
18 NOVEMBER 1983	m/m

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

	UNITED PENN BANK	\		THE COURT OF COM	
	Plaintí	ff		<u>UZERNO</u> COUNTY, F DLUMBIA	'ENNSYLVANIA
			671 No	/EOFIDER	
	VS.	. \	110.	,"··	
	STEWART D. ANDERSON and		No	61	Term 19 & E.D.
	CAMILLE M. ANDERSON, his	wife,		WRIT OF EXE	and the second s
	Defenda	nts /		(MORTGAGE FORE	ECLOSURE)
	and the second the second	en de la companya de La companya de la co			
Comn	nonwealth of Pennsylvania:	•	North of		
Count	ty of XXXXXXX COLUMBIA				
	HE SHERIFE OF COLUMBI	Δ	COUNTY D	ENINOVI VANITA.	ing and the second
TO TI	HE SHERIFF OFCOLUMBI	Δ	COUNTY, PE	ENNSYLVANIA:	
•	e di wala diki bijishi.		10 g 34		Articles
docor	To satisfy the judgment, interest ibed property (specifically described)	and costs in the ab sed property below			and the control of the second
descr	Then property (specifically descri	sed property below,	' See Exi	hibit "A" Attach	ed Hereto.
	First Thereof:	r garri			—————————————————————————————————————
		Land	\$ 250.00	ROMAN P	Ь
- <del>-</del>	Assessment Information.	Improvements.	6010.00		
÷.		TOTAL	\$6260.00	A Company of the State of the Company of the Compan	
	Tax Plate No. 04.3-5-148				
	Second Thereof:				•
	Assessment Information:	Land Improvements. TOTAL			
	Tax Plate No. 07 2A 26	TOTAL	ψ2,2 <b>0.0</b> 0		
	Third Thereof:			N	. •
	Assessment Information:	Land	\$ 230.00	X	
	,	Improvements.	0		
	·	TOTAL	\$ 230.00		
	Tax Plate No. 07 2A 125	•			
	Fourth Thereof: Assessment Information Amount Due incl. in	Unimproved \$1	XXXXXXXXXX		25-A
	XXXXXXXXXXXX 8/25/83		\$80,029.2	1	
	Attorney's Commission	on (10%) TAL	8,029.2 \$88,321.4		d interest
			tolo	Ca 1. 17	10,-2
as e	ndorsed.		Prot	honotary, Court of Co	nmon Pleas of
Date	ed August 29 1983			County, Pennsylv	
	(SEAL)		Ву:		<u> </u>
					Deputy

CHIEF DEPUTY

SHERIFF

11 39 AM '83

Wilkes-Barre, Pa. 18701 Address: 1917 Stoth Avent Berwick, Penna, 18603 Where papers may be served. 1217 Sixth Avenue

700 United Penn Bank Bldg.

Attorney for Plainuit

Glenn G. Yanik, ESquire

XXX Atty. \$3.00

Judg. Fee

56.50

Pro. Pd.

Costs

31,35

(Mortgage Foreclosure) WRIT OF EXECUTION

<u>Defendants</u>

CAMILLE M. ANDERSON, his wife, STEWART D. ANDERSON and

Plaintiff

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS OF 光光光 COUNTY COLUMBIA

Term, 19 5 E.D.

83 Term, 19\_\_

Ë

BY THE COURT:

THE FIRST THEREOF:

" Conys

ALL that certain lot situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, being bounded and described as follows, to wit:

BEING bounded on the north by Sycamore Street 140 feet; on the east by LaSalle Street 40 feet; on the south by Lot No. 9, Section 6, 140 feet; and on the west by an alley 40 feet to the place of beginning. Containing 5600 square feet. Being Lot No. 10, Section 6, of the Berwick Land and Improvement Company's Addition to Berwick, Pa.

It is hereby agreed by all owners and subsequent owners of this lot that no building shall be closer than 15 feet to LaSalle Street; also that no building shall be erected on this lot to cost less than \$1,500.00.

BEING the same premises conveyed by James Labar and Lillian M. Labar, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 9, 1973, recorded April 27, 1973, in Columbia County Deed Book 261, page 428.

### THE SECOND THEREOF:

ALL that certain lot, piece or parcel of land together with the two story frame single dwelling house thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek; County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner of Lot No. 1808, this being the west side of the fourth lot west of Warren Street on the north side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, and a portion of the Berwick Land and Improvement Company's addition to the Township of Briar Creek, which was formerly the Freas Farm. See plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania, Miscellaneous Book No. 8, page 366; thence in a northerly direction along Lot No. 1808, a distance of 160 feet to a 15 foot alley; thence in a westerly direction along said alley, a distance of 45 feet to the corner of Lot No. 1810; thence in a southerly direction along Lot No. 1810, a distance of 160 feet to Sixth Avenue; thence in an easterly direction along Sixth Avenue a distance of 45 feet to the place of beginning. This description is intended to cover Lot No. 1809.

BEING the same premises conveyed by Edna Benza Kuchka et vir to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 20, 1962, recorded April 23, 1962, in Columbia County Deed Book 212, page 242.

### THE THIRD THEREOF:

ALL that certain lot, piece and parcel of land lying and being situate on the southerly side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 1960, this being the west side of the fifth lot west of Warren Street on the south side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania and a portion of the Berwick Land and Improvement Company's Addition to the Township of Briar Creek (now

EXHIBIT "A"

Bervick) which was formerly the Freas Farm, said plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania; thence in a southerly direction along Lot No. 1960, a distance of 160 feet to a fifteen foot alley; thence in a westerly direction along said alley, a distance of 135 feet to the corern of Lot No. 1964; thence in a northerly direction along Lot No. 1964, a distance of 160 feet to Eighth Avenue; thence along the southerly side of Eighth Avenue in an easterly direction a distance of 135 feet to the place of beginning.

BEING the same premises conveyed by Fred H. Bednarski and Ada R. Bednarski, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, dated September 13, 1968, recorded October 7, 1968, in Columbia County Deed Book 241, page 305.

### THE FOURTH THEREOF:

ALL that certain lot, piece or parcel of land together with the improvements thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southwesterly corner of Lot No. 1806, this being the west side of Lot No. 1806 and the second lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; thence in a northerly direction along the westerly line of lot No. 1806 a distance of 160 feet to the southerly line of a 15 foot alley; thence in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of lot No. 1808; thence in a southerly direction along the easterly line of Lot No. 1808 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; thence in an easterly direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 1807 in the Berwick Land and Improvement Company's Addition to Berwick.

BEING the same premises conveyed by Daniel Lostaglio and Kathryn R. Lostaglio, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated May 14, 1977, and recorded in Columbia County Deed Book 281, page 45.

### THE FIRST THEREOF:

KNOWN as 439 LaSalle Street, Berwick, Pennsylvania IMPROVED with a commercial building and lot TAX PLATE NO. 04.3-5-148

### THE SECOND THEREOF:

KNOWN as 1217 Sixth Avenue, Township of Briar Creek, Pennsylvania IMPROVED with a house TAX PLATE NO. 07-2A-26

### THE THIRD THEREOF:

KNOWN as 1200 Block Eighth Avenue, Berwick, Pennsylvania Three unimproved lots TAX PLATE NO. 07-2A-125

### THE FOURTH THEREOF:

KNOWN as 1213 Sixth Avenue, Berwick, Pennsylvania One unimproved lot TAX PLATE NO. 07-2A-25-A

NoSESS. 19	BLOOMSBURG, PA., October 10 1983
VS.	SHERIFF

### To FREDERICK J. PETERSON, Dr.

### PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

	List of Liens	\$10	.00		
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1			<del> </del>	-	
				-	
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<u>_                              </u>		<u>.</u>			<u> </u>

# LIST OF LIENS

### **VERSUS**

United Penn Bank	No. 267  Real Debt   \$25,000.00
versus	Commission
Stewart D. & Camille Anderson	Costs Judgment entered February 20, 1979  Date of Lien Nature of Lien
First Eastern Bank, N.A.	No. 29 of Term, 1380  Real Debt    \$ 35,000,00
versus	Interest from
Stewart D. & Camille Anderson	Judgment entered January 9, 1980  Date of Lien
	Nature of Lien Agree. to Revive
United Penn Bank	No. 1672 of Term, 1980  Real Debt     \$ 25,000,00
versus	Interest from
Stewart D. & Camille Anderson	Costs  Judgment entered October 27, 1980  Date of Lien
· · · · · · · · · · · · · · · · · · ·	Nature of Lien Note
.Clark.E. Ruch. Jr. & .Carmelita.C. )	No. 1159 of Term, 1981
Ruch	Rcal Debt    \$22,768.182  Interest from
Steward D. & Camille M. Anderson	Costs
Anderson	Judgment entered August 4, 1981  Date of Lien Note
United Penn Bank	No. 671 of Term, 19.83  Real Debt   \$88,321,22
versus	Interest from
Stewart D. & Camille M. Anderson	Costs Judgment entered August 29, 1983 Date of Lien
	Nature of Lien Default Judgment

# State of Pennsylvania County of Columbia ss.

Beverly J. Michael, Acting I, EXECUTED Acting 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

Stewart D. Anderson and Camille M. Anderson, 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 <sup>18th</sup> day of October A.D., 19 83.

Burry J. Michael RECORDER

25th THIS INDENTURE, made this \_\_  $_{\perp}$  day of  $_{\perp}$ in the year of our Lord one thousand nine hundred and seventy-seven (1977); BETWEEN STEWART D. ANDERSON and CAMILLE M. ANDERSON, his wife, of the Township of Briar Creek, County of Columbia and State of Pennsylvania, ----(hereinafter, whether one or more, with their heirs, executors, administrators, and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK, a banking institution organized and existing under the laws of Pennsylvania, Wilkes-Barre, Pa., (hereinafter, with its successors and assigns, called the Mortgagee) of the other part. WHEREAS, said Mortgagor in and by an Obligation or Writing obligatory, duly executed under the hand and seal of said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of ONE THOUSAND (\$82,000.00) DOLLARS,----lawful money as aforesaid, ходжижийнийнижийнижийнижийнийнижих хэхэхэхэхэхэх хэхэхэхэх хэхэхэхэх хэхэхэхэх байгайн бай жүйктэгүсөийлүүхжи түрүүлүү жүрүүнү жарууну үсүү күүктүгүү барын байын байын байын байын байын байын байын бай payable within 15 years from the date hereof, together with interest on all unpaid balances of principal at the rate of 91% per annum, the said principal and interest shall be paid in monthly installments of \$856.27 each, the first such monthly payment to be made on the 25th \_, 1977, and thereafter on the 25th day of each and every June month until the entire indebtedness has been paid; said monthly payments shall be applied first to the said interest and then in reduction of said principal sum; Mortgagors shall have the privilege, without premium or fee, of making greater payments in reduction of principal at any monthly payment

AND also conditioned for the payment of the premium or premiums that will become due and payable to place and renew insurance on the buildings on the herein-described premises, payable to the Mortgagee, as its interest may appear, against loss by fire or other hazard as may be required by the Mortgagee in amounts and in company or companies satisfactory to said Mortgagee, and, Mortgagor hereby agrees that it shall lodge said policy or policies of insurance with the Mortgagee.

date, provided that such greater payment shall not relieve Mortgagors from

the obligation of making each successive monthly payment until the

indebtedness is paid in full.

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims superior to the lien hereby created, which are assessed by any lawful authority, such payment to be made by the Mortgagor within six (6) months after such tax, assessment, or other charge shall have become due, and the official receipts therefore shall be promptly produced by the Mortgagor to the Mortgagee. In the event of a default in such payment or payments by the Mortgagor, it is hereby expressly agreed that the Mortgagee may pay the same, and that any sum or sums so paid by the Mortgagee shall be added to the principal debt secured hereby, and shall bear interest at the rate set forth above, per annum from the date of payment.

PROVIDED, HOWEVER, that if default be made at any time in the payment of the principal sum, or in any of the conditions, covenants and agreement herein, the whole principal debt or sum and all interest thereon, as well as an attorney's commission of 10% and costs of suit, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof shall, at the option of the Mortgagee become due and payable immediately, and the payment of all such sums may be enforced and recovered at once.

AND PROVIDED, further, and it is hereby expressly agreed that in the event of any breach by the Mortgagor of any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgage to enter upon all the land, buildings and premises granted by this Mortgage, and to take possession of same and of the fixtures and equipment therein contained, to have, hold, manage, or lease to any person or persons, to use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion. The Mortgagor agrees that no lease will be executed or assigned for any part of the within-described premises without the prior written permission of the Mortgagee, and that no portion of this Mortgage will be assumed by any party or the property covered

by this Mortgage in any way encumbered without the prior written permission of the Mortgagee. The taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies set forth herein by the Mortgagee.

This Mortgage and the accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein, and now due or to become due, or for any note or notes, writing or writings, contract or contracts given in exchange, substitution, extension or renewal thereof, and now or hereafter discounted, purchased, accepted, taken or used by the Mortgagee for the Mortgagor herein.

In the event that any installment due hereunder is received by Mortgagee more than fifteen (15) days after the date specified herein, Mortgagor hereby authorizes Mortgagee to assess a late payment charge of two (2%) percent of the overdue installment. Any late payment charge assessed shall be considered as an addition to the principal sum of this Mortgage, and Mortgagee is hereby authorized to apportion any installment payment in such manner as to pay or reduce said late payment charge before application of the installment to principal or interest otherwise due under the terms of this Mortgage.

If any section of this Mortgage is deemed unlawful or unenforceable by reason of existing or future legislation, or judicial interpretation thereof, that section shall be deemed separable and separate from the balance of this obligation and all terms and conditions of this Mortgage shall remain in full force and effect and shall be binding upon the Mortgagor s, their executors, administrators, heirs, successors and assigns.

NOW THIS INDENTURE WITNESSETH, That the said Mortgagor, as well for and in consideration of the aforesaid principal sum, and for better securing the payment of the same, with interest, as aforesaid, as well as all other sums recoverable under the terms of this Indenture by the said Mortgagee, as for and in consideration of the further sum of One Dollar unto the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the seating and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, sold, released and confirmed, and by these presents doth grant, sell, release and confirm unto the said Mortgagee

(Legal Description)

### THE FIRST THEREOF:

ALL that certain lot situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, being bounded and described as follows, to wit:

BEING BOUNDED on the north by Sycamore Street 140 feet; on the east by LaSalle Street 40 feet; on the south by Lot No. 9, Section 6, 140 feet; and on the west by an alley 40 feet to the place of beginning. Containing 5600 square feet. Being Lot No. 10, Section 6, of the Berwick Land and Improvement Company's Addition to Berwick, Pa.

It is hereby agreed by all owners and subsequent owners of this lot that no building shall be closer than 15 feet to LaSalle Street; also that no building shall be erected on this lot to cost less than \$1,500.00.

BEING the same premises conveyed by James Labar and Lillian M. Labar, his wife, to the Mortgagors herein, by deed dated April 9, 1973, recorded April 27, 1973, in Columbia County Deed Book 261, page 428.

### THE SECOND THEREOF:

ALL that certain lot, piece or parcel of land together with the two story frame single dwelling house thereon exected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner of Lot No. 1808, this being the west side of the fourth lot west of Warren Street on the north side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, and a portion of the Berwick Land and Improvement Company's addition to the Township of Briar Creek, which was formerly the Freas farm. See plot or plan recorded in the Recorder's Office in Bloomsburg, Penna.,

500K 183 H : 1043

CONTINUATION OF MORTGAGE MADE IN FAVOR OF UNITED PENN BANK BY STEWART D. ANDERSON AND CAMILLE M. ANDERSON, his wife, dated May 25, 1977 in the amount of \$82,000.00

BEING the same premises conveyed by Fred H. Bednarski and Ada R. Bednarski, his wife, to the Mortgagors herein, dated September 13, 1968, recorded October 7, 1968, in Columbia County Deed Book 241, page 305.

### THE FOURTH THEREOF:

ALL those certain lots, pieces or parcels of land together with the improvements thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows:

NO. 1: BEGINNING at the southwest corner of Lot No. 1807, this being the west side of the lot numbered 1807 and the third lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; thence in a northerly direction along the westerly line of Lot No. 1807 a distance of 160 feet to the southerly side of a 15 foot alley; thence in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of Lot No. 1809; thence in a southerly direction along the easterly line of Lot No. 1809 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; thence in an easterly direction along the northerly line of Sixth Avenue a distance of 45 feet to the place of beginning, improved with a two story single frame dwelling.

This description is intended to cover and this deed to convey Lot No. 1808 in the Berwick Land and Improvement Company's Addition to the Borough of Berwick.

NO. 2: BEGINNING at the southwesterly corner of Lot No. 1806, this being the west side of Lot No. 1806 and the second lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; thence in a northerly direction along the westerly line of Lot No. 1806 a distance of 160 feet to the southerly line of a 15 foot alley; thence in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of Lot No. 1808; thence in a southerly direction along the easterly line of Lot No. 1808 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; thence in an easterly direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 1807 in the Berwick Land and Improvement Company's Addition to Berwick.

BEING the same premises conveyed by Daniel Lostaglio and Kathryn R. Lostaglio, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated \_\_\_\_May 14, 1977 \_\_\_\_\_, about to be recorded.

Miscellaneous Book No. 8, page 366; thence in a northerly direction along Lot No. 1808, a distance of 160 feet to a 15 foot alley; thence in a westerly direction along said alley, a distance of 45 feet to the corner of Lot No. 1810; thence in a southerly direction along Lot No. 1810, a distance of 160 feet to Sixth Avenue; thence in an easterly direction along Sixth Avenue a distance of 45 feet to the place of beginning. This description is intended to cover Lot No. 1809.

BEING the same premises conveyed by Edna Benza Kuchka et vir to the Mortgagors herein, by deed dated April 20, 1962, recorded April 23, 1962, in Columbia County Deed Book 212, page 242.

### THE THIRD THEREOF:

ALL that certain lot, piece and parcel of land lying and being situate on the southerly side of Eighth Avenue in the Township of Briar Creek. County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 1960, this being the west side of the fifth lot west of Warren Street on the south side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania and a portion of the Berwick Land and Improvement Company's Addition to the Township of Briar Creek (now Berwick) which was formerly the Freas Farm, said plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania; thence in a southerly direction along Lot No. 1960, a distance of 160 feet to a fifteen foot alley; thence in a westerly direction along said alley, a distance of 135 feet to the corner of Lot No. 1964; thence in a northerly direction along Lot No. 1964, a distance of 160 feet to Eighth Avenue; thence along the southerly side of Eighth Avenue in an easterly direction a distance of 135 feet to the place of beginning.

### -- CONTINUED ON ATTACHED SHEET --

TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions, or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever and thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

BUT PROVIDED, that if Mortgagor does pay or cause to be paid unto Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned for payment of the same, together with interest and all sums advanced for payment of any taxes, charges, claims or insurance premiums as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, for or in respect of any taxes, or charges or claims whatsoever, then and from thenceforth, as well this present Indenture, and the estate hereby granted, as said recited capital Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:	Stewart D. Anderson  (SEAL)  Camille M. Anderson
·	(SEAL)
	(SEAL)

	STATE OF PENNSYLVANIA					
On this, the — 25th — day of	COUNTY OF COLUMBIA	: \$\$: :				
the undersigned officer, personally appeared of Sewart D. Anderson and Camille M. Anderson, his wife, ————————————————————————————————————	2541		day of	May	1677	hofore me
Stewart D. Anderson and Camillo M. Anderson, his wife,	·					
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.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto set my hand and official seal.  (IN WITNESS WHEREOF, I hereunto, I had when he hereinto, I had when he hereinto, I had when he	<del>-</del>					
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			<del>1947 -</del> 4040			

### Know All Men By These Presents,

That Mhereas, Stewart D. Anderson and CAMILLE ANDERSON, His Wife, 1217 Sixth Avenue, Berwick, Pennsylvania

by Indenture of Mortgage bearing date the 25th day of May

A. D. 19<sup>77</sup>, and recorded in the Office for Recording of Deeds in and for the County
of Columbia in Mortgage Book Number 183 Page 1042 &c.,
granted and conveyed unto

United Penn Bank, its successors

And Milerens, the said Stewart D. Anderson and Camille Anderson, his wife requested the said United Penn Bank to release the premises hereinafter described, being part of said Mortgaged premises, from the lien and operation of the said Mortgage:

Now, Therefore, Know He, that the said United Penn Bank

as well as in consideration of the premises as of the sum of One (\$1.00) Dollar lawful money to it in hand paid by the said Stewart D. Anderson and Camille Anderson, his wife at the time of the execution hereof, the receipt whereof is hereby acknowledged, has remised, released, quit-claimed, exonerated and discharged, and by these Presents.

do remise, release, quit-claim, exonerate and discharge unto the said

and Assigns,

All That certain piece or parcel of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows: BEGINNING at the southwest corner of Lot No. 1807, this being the west side of the lot no. 1807 and the third lot west of Warren Street on the northerly side of Sixth Avenue on what was foemrely known as the Freas Farm; thence in a northerly direction along the westerly line of Lot No. 1807 a distance of 160 feet to the southerly side of a 15 foot alley; thence in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of Lot No. 1809; thence in a southerly direction along the easterly line of Lot No. 1809 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; thence in an easterly direction along the northerly line of Sixth Avenue a distance of 45 feet to the place of beginning, improved with a two story single frame dwelling.

This description is intended to cover and this deed to convey Lot No. 1808 in the Berwick Land and Improvement Company's Addition to the Borough of Berwick. 67 falii 694 BOOK

To Hold the same with the appurtenances, unto the said Stewart D. Anderson and Camille Anderson, their successors and Assigns forever freed, exonerated, and discharged of and from the lien of said Mortyage, and every part thereof.

Hrowided Always, Nevertheless, that nothing herein contained shall in anywise affect, after or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged premises, or the remedies at law for recovering thereout or against the said Stewart D. Anderson and Camille Anderson, their successors

or Assigns, the

principal sum with interest, secured by said Mortgage.

And the said United Penn Bank
doth hereby constitute and appoint J. Jan Girton
to be its Attorney for it, and in its name and as for its Corporate act and deed to acknowledge this Release 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 Mitness Mhereof, the said United Penn Bank
has caused this Indenture to be signed in its Corporate name by its Analysis and has caused
to be affixed hereunto the common and Corporate scal of the said Corporation, attested by its
Secretary, this // TH day of MAY A.D. 1981

UNITED IN SOUNTED IN S

State of Pennsylvania

County of Columbia

On this, the ATTA a notary public appeared J. Jan Girton

day of May

A. D. 1981, before me the undersigned officer, personally

who acknowledged himself to be

the Regional Manager of United Penn Bank a Corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as

In Mitness Mhereof, I hereunto set my hand and official scal.

800K

Notary Public

ly Commission Expires

TAX \_ 50 FEE 6 50

Release of Affortgage
By A Corporation
STEWART D. ANDERSON and
CAMILLE ANDERSON, HIS WIFE
UNITED PENN BANK

deposition of

Commonwealth of Pennsylvania

County of Columbia 8:30 a.m.

Recorded on this

12th

day of

May.

A. D. 19 81 , in the

Recorder's Office of the said County in Proceedings: Misc. Bk. Valume 67 Page 693.

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

Benerly & Muchael, activiz

Recorder

BOOK

67 MG 696

# V-183 (2-78) COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF REELD OPERATIONS

### REALTY TRANSFER TAX

### AFFIDAVIT OF VALUE

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

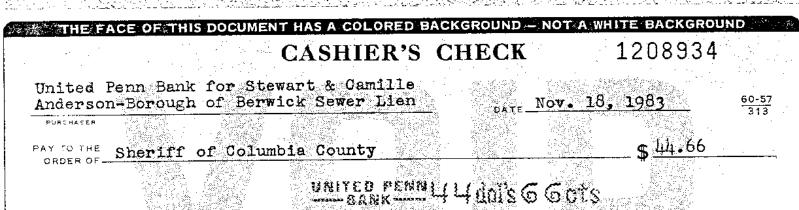
TRUSTEE

STRAW

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

	SECTION I		
	(COMPLETE FOR ALL TR		
Stewart D. Anderson and C	amille M. Anderson, h	nis wife By the SHER	ZIP CODE
GRANTOR (S)	W. 1. 1		o page
United Penn Bank	Wilkes-Ba	ADDRESS	ZIP CODE
GRANTEE (S) LOCATION OF LAND, TENEMENTS	AND HEDEDITAMENTS.	ND RESS	
439 LaSalle Street	Berwic		Columbia
R.D. STREET & NUMBER OR OTHER D	ESCRIPTION NAME OF L	OCAL GOVERNMENTAL UNIT	COUNTY
FULL CONSIDERATION \$ 2,405.	38 <sub>H</sub>	IGHEST ASSESSED VALUE	s 6260.00
FAIR MARKET VALUE \$ 18.760.	00 P	FALTY TRANSFER TAX PA	AID's None
TAX EXEMPT TRANSACTIONS: IF			
REASON (S) AND CITE PORTION O	FLAW. Mortgage hold	•	
	Moregage Hore	Zei exempte	
IF THIS IS A TRANSFER FROM A S	TRAW, AGENT OR TRUST AC	GREEMENT, COMPLETE TH	E REVERSE SIDE.
	SECTION II		· ·
(COMPLETE ONLY IF PROPI	ERTY WAS SUBJECT TO L	IEN OR MORTGAGE AT T	HE TIME OF TRANSFER)
EXISTING MORTGAGE: \$	DISPOSI	TION	<u> </u>
	•		
MORTGAGEE	<u></u>	ADDRESS	
EXISTING MORTGAGE: \$	DISPOSI	TION	
EXISTING MURITGAGE: \$	0.0, 00,		
MORTGAGEE		ADDRESS	
EXISTING LIEN OR OBLIGATION:	\$DISPOSI	TION	
		ADDRESS	<u> </u>
LIENHOLDER EXISTING LIEN OR OBLIGATION:	c DISPOSI	··· <del>·</del> -··	: : : : : : : : : : : : : : : : : : :
EXISTING CIEN ON OBLIGATION.			
LIENHOLDER		ADDRESS	
	SECTION I	II	
(COMPLET	E ONLY IF TRANSFER IS	RESULT OF JUDICIAL SA	ALE)
OFFICIAL CONDUCTING SALE_	/ictor B. Vandling, C	ADDRESS	BIOGHISDURG - SHETTIT
SUCCESSFUL BIDDER	See Grantee	ADDRESS	TITLE
	NAME	. ADDRESS	I T t has Ex
	JUDGEMENT PLUS		HIGHEST ASSESSED
_	PRIOR LIENS	BID PRICE	VALUE
HIGHEST ASSESSED VALUE			s 6260.00
JUDGEMENT PLUS INTEREST	\$ 80,029.21	s 2405.38	
BID PRICE	5	\$ 2405.38	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	5	\$	
UNPAID REAL ESTATE TAXES	, 1,678,53	\$	
WATER RENT DUE		<u>s</u>	
SEWAGE RENT DUE	8,029.22	\$	
OTHER (COSTS, ETC.)	\$ 726.85	\$	
TOTAL	\$ 90,463.81	\$ 2405.38	\$ 6260.00
	NO	TE: CALCULATIONS MUST B	E SHOWN IN ALL COLUMNS.
SWORN AND SUBSCRIBED BEFORE ME	: THIS		IFORMATION ENTERED S OF THIS AFFIDAVIT IS
SWORN AND SUBSCRIBED BEFORE ME		TRUE, FULL A	ND COMPLETE TO THE NOWLEDGE, INFORMATION
		AND BELIEF.	•
	<u> </u>	_	1- 7/
NOTARY PUBLIC		a-	* Zule
MY COMMISSION EXPIRES	19	GRANTE	
MT COMMISSION EXPINES		GRANTO	R /X AGENT FOR GRANT

### THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND NOT A WHITE BACKGROUND CASHIER'S CHECK 1208929 United Penn Bank for Nov. 17, 1983 Stewart & Camille Anderson 313 \$1,887.52 PAY TO THE Sheriff of ColumbiaCounty ORDER OF -unifer renn 1887 dois 52 cts THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARKS—HOLD AT AN ANGLE TO VIEW # 7 508 d 5 d #. 583 240 1:0313005751 100





AUTHORIZED SIGNATURE

UNTO-PHORIX SHOLD AT AN ANGLESTO VIEW

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

#120B934# #031300575#

100 583 20

### BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000818

344 MARKET ST.

**BERWICK, PA. 18603** 

DATE Gotober 17, 1983

SHERIFF'S OFFICE Court House Bloomsburg, Pa. 17815 ATTENTION: Al Zale

### STATEMENT

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

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE-October 20, 1983 located at 439 Lasalle St., Berwick, Pa. Owned by Stewart Anderson. The sewer bill is as follows:

Please make check payable to BURCOGH OF BERWICK along with the new owners name and address and the data of the transfer.

> Christopher Klinger Chief Sewer Rental Clerk

> > DATE PAID

PAID BY CHECK NO

NOTE: Property bought by UNITED PENN BANK on 11/17/83.

### STATE OF PENNSYLVANIA SS: COUNTY OF COLUMBIA

Paul R. Eyerly II being duly sworn according the Township of Brian being duly sworn according the Township of Columand says that Press-Enterprise is a newspaper of general circulation with its and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Collideration as follows: of Pennsylvania, and was established on the 1st day of March, 1902, and has EGINNING daily (except Sundays and Legal Holidays) continuously in said Town, County Lot No. 1806, this being the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue of exactly as printed and published; that the affiant is one of the owners and pi newspaper in which legal advertisement or notice was published; that neithe Press-Enterprise are interested in the subject matter of said notice and adv that all of the allegations in the foregoing statement as to time, place, a publication are true.

(Notary Pull)

My Commission E

MATTHEW J CREME NOTA-BLOOMSBURG COLUMBIA MY COMMISSION EXPIRES JUIC Member Pennsylvania Associatio

charges amounting to \$ . . . . . , for publishing the foregoing notice, and book 281, page 45.

affidavit have been paid in full.

County Deed
Book 281, page 45.

THE FIRST THE FLOT:

pur KNOWN as 339 LaSalle

pu Street. Berwick, Pennsylvania

Bednarski, his wife, to Stewart D. Anderson and Camille M. Anderson, his it dated September 13, 1968, recorded October 7, 1968, in Columbia a County Deed Book 241, poge 305. THE FOURTH THEREOF:

ALL that certain lot, piece or parcel of land parcel of the with together improvements thereon erected lying and being situate on the northerly side of Sigth Avenue in Creek, County of Columbia and State of Pennsylvania, bounded and

southwesterly corner of the west side of Lot No. 1806 and the second lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; THENCE in a northerly direction along the westerly line of lot no. 1806 a distance of 160 feet to the southerly line of a 15 foot alley: THENCE in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of lot no. 1808; THENCE in a southerly direction along the easterly line of Lot no. 1808 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; THENCE in an easterly direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of beginning.

description This intended to cover and this deed to convey Lot No. 1807 in the Berwick Land and Improvement Company's Addition to Berwick.

BEING the same premises conveyed by Daniel Los-taglio and Kathryn R. taglio and Kathryn Lostaglio, his wife, to Stewart D. Anderson and Comille M. Anderson, his wife, by deed dated May 14, 1977, and recorded in Columbia County Deed

vonia **J9C** IMPROVED with a com-ME mercial building and lot ALI TAX PLATE NO. 04.3-5-148
-UL THE SECOND THEREOF:

KNOWN as 1217 Sixth Wit Avenue, Township of Briar Creek, Pennsylno: vanla

IMPROED with a house 40 TAX PLATE NO. 07-2A-26 BU THE THIRD THEREOF: TRE KNOWN as 1200 Block Eighth Avenue, Berwick,

Pennsylvania Three unimproved lots TAX PLATE NO. 07-2A-125 THE FOURTH THEREOF: KNOWN as 1213 Sixth Avenue, Berwick, Penn-

### STATE OF PENNSYLVANIA COUNTY OF COLUMBIA

SS:

Paul R. Eyerly II ..., being duly sworn according the Township of Brian Creek, County of Columbia and says that Press-Enterprise is a newspaper of general circulation with it and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and was of Pennsylvania, and was established on the 1st day of March, 1902, and ha southwestern daily (except Sundays and Legal Holidays) continuously in said Town, Count the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue c exactly as printed and published; that the affiant is one of the owners and newspaper in which legal advertisement or notice was published; that neith Press-Enterprise are interested in the subject matter of said notice and adthat all of the allegations in the foregoing statement as to time, place, a publication are true.

Sworn and subscribed to before me this . . . 13. 4.

(Notary Pu

ussion E

EREME NOTA JG COLUMBI -ON EXPIRES JUG vante Associatio

wife, by deed dated May 14, 1977, and recorded in ertising pa Columbia County Deed ice, and the First THEREOF:

CHEDICE'S CAIS Bednarski, his wife, to of Stewart D. Anderson and 83, Comille M. Anderson, his jurt wife, dated September ol. 13, 1968, recorded Octo- led ber 7, 1968, in Columbia be County Deed Book 241, page 305. THE FOURTH THEREOF: ALL that certain lot, piece m. or parcel of land

with the

improvements thereon

southwesterly corner of Lot No. 1806, this being

the west side of Lot No. 1806 and the second lat

west of Warren Street on the northerly side of Sixth Avenue on what

was formerly known as the Freas Farm; THENCE

in a northerly direction along the westerly line

of lot no. 1806 a distance of 160 feet to the south-

erly line of a 15 toot alley: THENCE in a west-

erly direction along the southerly line of said alley a distance at 45 feet to the northeasterly

corner of lot no. 1808; THENCE in a southerly direction along the easterly line of Lot no. 1808 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; THENCE in an easterly

direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of

this deed to convey Lot No. 1807 in the Berwick Land and improvement Company's Addition to

BEING the same premises conveyed by Daniel Los-taglia and Kathryn R.

Lostaglio, his wife, to Stewart D. Anderson and

Camille M. Anderson, his

beginning. This description intended to cover and

Berwick.

together

pur KNOWN as 439 LaSalle 'pe Street, Berwick

Ja MAPROVED with a com-[E] mercial building and buildi THE SECOND THEREOF: KNOWN as 1217 Sixth

Myenue, Township of Ul Briar Creek, Pennsylno vania

**B** IMPROED with a house цэ TAX PLATE NO. 07-2A-26 THE THIRD THEREOF: KNOWN as 1200 Block

Eighth Avenue, Berwick, Pennsylvania Three unimproved lots TAX PLATE NO. 07-2A-125 THE FOURTH THEREOF: KNOWN as 1213 Sixth

Anderson Sheriff Sale \$459.17



# SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff telephone: 717-784-1991

A. J. ZALE, Chief Deputy JOHN J. D'BRIEN, DEPUTY LEE F. MENSINGER, DEPUTY LINDA D. MOWERY, DEPUTY

December 5, 1983

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

RE: UP BANK vs ANERSON

Dear Ms. Gingher,	
in the captioned	This memo is to notify you that the scheduled SHERIFF'S SALE case was held November 17, 1983
by you are being	Copies of tax notices requested and forwarded to this office returned. Monies collected are being forwarded \$820.69
	Property purchased byUNITED PENN BANK.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale for Victor B. Vandling

	REC'D 6'Y	O F U & O	<b>a</b>	COMMERCIAL		All the second s	
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	A ) 5	10 SEC 6 S	04.3-5-(48)			LE ST	ANDERSON S
r <sub>O</sub>	JANUARY	•	9 * )	SCHOOL 34			
	TO COURT	CARTION	A T PROPERTY DESCRIPTION	<		A STORY OF THE SAME WAS A SECOND OF THE	
1	OCT 31 IF PAID ON OR BEFORE	OR BEFORE	UNIS SELECTION OF THE S	PAX AM	HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.	NE DISCOUNT	8 DURI
558-71	532_10	67 163				12:00 MON.	160 9100 TO
		<del></del> .	<u> </u>				
558.71		0 521.46	<u></u>	929	SCHOOL R. E		
INC. PENACTY	TAX AMOUNT OUE	TRICI	DI OIS	AREA SCI	BERWICK	ROUGH	
	07/01/83	1	•		4		
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						<b>医卵</b> 种 的	
		6.260	TOTAL				
	REC'D BY		RETURNED WHITH YOU	THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT	NIN C		
		^ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \					
	AUD	SEC 6. S	E LOT 10	439 LASALLE	1860 PARCEL 4-3-9		
C14 8734	JANUAK + N		n	ACCI NO. 16409		TENANT & CAR	
USE TOPE	< } د	(0 5%	AT PROPERTY DESCRIPTION	COUNTY 10%	COL		
AFTER	<b>?</b>	IF PAID ON OR BEFORE			FOR YOUR CONVENIENCE		YATE ONLY
261. 78 261. 78		239.26		PAY THIS	THE PERCONNET & THE PENALTY	THE DISCOUNT	
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Alese takes are not paid! Conni Corrar Dub.



#### DEFICE DF

### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sherith

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

December 5, 1983

Raymond R. Grasley R. D. 4, Box 4414 Berwick, Pa. 18603

RE: UP BANK vs ANDERSON, Stewart & Camille

Dear Mr. Grasley,

This memo is to notify you that the scheduled SHERIFF'S SALE in the above captioned case has been \$7727222/ABANDONED by counsel for the plaintiff. Thus the said sale scheduled to be held November 17, 1983 was raided not be held. \*\*\*

Tax notices earlier requested and forwarded to this office by you are being returned. Should action be again instituted against the defendants at a later date you will so be informed.

I would like to express our sincere "thanks" for your cooperation in this matter.

Very truly yours,

A. J. Zale for Victor B. Vandling

\*\*\* United Penn Bank changed their mind and SOLD only one (1) of the four (4) properties advertised, that being what is known as the ROMAN PUB. Any questions can be directed to this office.

Thus the properties in your Township continue to be "owned" by the Andersons.

### HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES - BARRE, PENNA, 18701

(717) 825-9401

(717) 788-4191

RETIRED

FALVELLO LAW OFFICE BUILDING

CONYNGHAM - DRUMS ROAD

BOX A 103

R. D. I. SUGARLOAF, PA 18249

. ANDREW HOURIGAN, JR.

Direct Number 826-2710

October 18, 1983

Sheriff of Columbia County P. O. Box 380 Bloomsburg, Penna.17815

Attention: Deputy Sheriff Al Zale

Re: United Penn Bank vs. Stewart D. Anderson and

Camille M. Anderson, No. 671 of 1983, J.D.,

No. 61 of 1983 E.D.

Gentlemen:

ALLAN M. KLUGER

GEORGE A. SPOHRER JOSEPH A. QUINN, JR.

RICHARD M. GOLDBERG ARTHUR L. PICCONE

ANTHONY C. FALVELLO

WILLIAM F. ANZALONE

CHESTER F. DUDICK, JR. MARY LOUISE FABER

JOHN P. SANDERSON JOSEPH A. LACH RONALD P. SWEEDA

RONALD V. SANTORA GLENN G. YANIK PAULA F. GARRETY JORDAN H. PECILE

CONRAD A. FALVELLO DAVID W. SABA

NEIL L. CONWAY

JOSEPH P. MELLODY, JR.

This will confirm our telephone conversation on October 18, 1983. I advised you of United Penn Bank's request that the Sheriff's sale scheduled for October 20, 1983, in the above captioned matter be postponed until November 17, 1983, at 10:30 a.m.

Very truly yours,

HOURICAN, KLUGER, SPOHRER & QUINN ASSOCIATES

Minn. J. Graile

Glenn G. Yanik, Esquire

GGY/pm

cc: Bob Opel, Esq.
Rodney Rohrbach
Wayne Naus and
Dana Gottloeb

OFFICE COUNTY
COLUMN COUNTY
OCT 20 10 ou AM '83
SHERIFF

7/6/83	;		<del> </del>	SHERIFF'S SAL				COST SHEET
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	THU	RSDAY, _	Uc tober	20,1983	<u> </u>	NO	6/ 04	. 13
WRIT OF						•		
	igement surance	Pri	ucibar			* <u></u>		
Int	terest	from	to		<del></del>			
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		s' Fee		per day				
***						ed an	 I 1/2	. 05/27/47
					Total	\$ 88,321	. 75	\$ 88,321.43
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Pro	o. Pd.					50.50 31.35	Pd. Di	
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		ST OF SA	LE:			\$ 10.75	•	
	cket &	. Levy of Notice	•			10.00		
	stage	OI MOTIC	<del>-</del>					
		of Sale	Bills (Bldg.,	Office, Lobby	, etc.)	30.00		
Ad	vertis	ing, Sale				5.00		
w	1	New	spapers			34.80	•	
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So	licito	r's fee					•	
					T-4-1	\$ 120.55	:	\$ 120.55
		•	•		lotal	\$ 720.52	•	<u> </u>
Pr	ress-Er	nterprise			•	\$ 459.17 68.97	•	
He	enrie P	Printing				<u>68.97</u>	-	
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Pr	rothono	otary - L	ist of Liens			\$ 10.00	•	
			eed		T-4-1	\$ 15.00		\$ 15.00
					10£81 ••	. 3	•	¥ <u></u>
Re	ecorde	r of Deed	is, Col. Co.					\$ 18.50
		Ľ	eed, Search,	etc.	Total	. \$ 18.50	-	\$ 18.30
DEAT F	FSTATE	TAXES:					_	
Bo	orough,	/Twp. & C	County Taxes,	19 <u>83</u>		\$ <u>361.3</u> 822.0	2	
Sc	chool	Taxes, Di	strict Beru	19 <u>8</u> 3	<b>?</b>	822.0	<u>.</u> 0	
ī	Delina	uent Taye	s. 1 <b>9\$2.</b> 19	. 19 . TOTAL	AMOUNT	1272.6	0	
<u>د</u> 	2011						<del>-</del>	\$ 2455.92
					Total	. \$ <u>2455.97</u>	€	\$
SEWER	AGE RE	NT DUE:				\$ 44.6	6	\$ 44.61
М	unicip	ality	·····	for 19		***************************************	_	
					TOTAL TA	AXES & COSTS		\$ 3/82.72
					<del></del>	<del></del>		
BID P	RICE:	\$	P	OUNDAGE \$		<del></del>		
		•						
REALT	Y TRAN	SFER TAX	\$	STATE STAMP	s \$	<del></del>		

HERIFF'S COST OF SALE:	<u></u>			
Docket & Levy		\$		
Service of Notice	·			
Postage				
Posting of Sale Bills (Bldg., Office, Lobby,	etc.)			
Advertising, Sale Bills				
Newspapers		· · · · · · · · · · · · · · · · · · ·		
Mileage Crying/Adjourn of Sale		<del></del>		
Sheriff's Deed (executing & registering)				
Solicitor's fee		<del></del>		
		<del></del>		سرشد
	Total	\$	\$	120.55
Poses Polynovies				
Press-Enterprise Henrie Printing		\$		-
nemie mincing				
	Total	\$	\$	528.14
		· <del></del>	, <del>, , , , , , , , , , , , , , , , , , </del>	
Prothonotary - List of Liens		\$		•
Deed		\$	•	15.00
	Total	\$	⊅	75.5-
Recorder of Deeds, Col. Co.				
Deed, Search, etc.	Total	\$	\$	18.50
, , , , , , , , , , , , , , , , , , , ,				
EAL ESTATE TAXES:		* 2110d		
Borough/Twp. & County Taxes, 1983		\$ 261.98		
School Taxes, District 19 83		<u> </u>		
Delinquent Taxes, 1952, 19 , 19 , TOTAL	AMOUNT	<u>857.84</u>		
			•	1678.53
	Total	\$	\$	7670.33
SEWERAGE RENT DUE:				44.66
Municipality for 19		\$ <u></u>	\$	77.40
				101800
	TOTAL TAX	ES & COSTS	• 5	21/05 30
	·			24.80
BUYER:		<del>-</del>		2405.38 26.80 2432.18
POUNDAGE \$ 2405.38 POUNDAGE \$	<u> </u>		•	
·				
DEED IN NAME OF:		<del></del> .		
REALTY TRANSFER TAX \$ STATE STAMPS	: \$	•		
CHALLI INANSPER IAA J SIAIL SIAMIS	· -			

HERIFF'S COST OF SALE:	ene sa i i san isani i ilani adales			
Docket & Levy	-	\$		
Service of Notice		<del></del>		
Postage		· · · · · · · · · · · · · · · · · · ·		
Posting of Sale Bills (Bldg., Office, Lobby,	etc.)	<u> </u>		
Advertising, Sale Bills Newspapers				•
Mileage		- <u>-</u>		
Crying/Adjourn of Sale		5.00		
Sheriff's Deed (executing & registering)		20.00		
Solicitor's fee				
	Total	\$ 25.00	\$	25.00
		_	-	
Press-Enterprise		\$		
Henrie Printing		<del></del>		
	To A a 1	5	•	
	10tal	<b>3</b>	<b>3</b>	
Prothonotary - List of Liens		\$		
Deed:				
;	Total	\$ <u></u>	\$	5.00
·				
Recorder of Deeds, Col. Co.		•		13.50
Deed, Search, etc.	Total	\$	<b>\$</b>	
REAL ESTATE TAXES:				
Borough /Two & County Taxes, 19		\$ 68.14		
School Taxes, District 19		\$ <u>68.14</u> 11.34 242.76		
,				
Delinquent Taxes, 1982, 19 , 19 , TOTAL	AMOUNT	342.89		
	Total	\$ 665.13	\$	645.13
	10081 414	<u> </u>	*	
SEWERAGE RENT DUE:		,		
Municipality for 19		\$	\$	
				70863
	TOTAL TAX	KES & COSTS	· `\$	70 5.00
BUYER :	·· <del>·</del> ····	<del></del>		
BID PRICE: \$ POUNDAGE \$				
		<del></del>		
DEED IN NAME OF:				
	e			
REALTY TRANSFER TAX \$ STATE STAMPS	* <del></del>	<u> </u>		

SHERIFF'S COST OF SALE:		·		
Docket & Levy		\$		
Service of Notice				
Postage				
Posting of Sale Bills (Bldg., Office, Lobby,	etc.)			
Advertising, Sale Bills				
Newspapers Mileage		· · · · · · · · · · · · · · · · · · ·		
Crying/Adjourn of Sale				
Sheriff's Deed (executing & registering)		5.00		
Solicitor's fee		20.00		
		<del></del>		
	Total	\$ 25.00	\$	25.00
Press-Enterprise		¢		
Henrie Printing		•		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		<del></del>		
	Total	\$	\$	
Prothonotary - List of Liens		\$	•	
De ed	<b>~</b>	<del></del>	•	5.00
	Total	<b>p</b> ———	<b>&gt;</b>	<u> </u>
Recorder of Deeds, Col. Co.				
Deed, Search, etc.	Total	\$	\$	13.50
REAL ESTATE TAXES:		¢ 67/		
Borough/Twp. & County Taxes, 19		\$ <u>5.76</u> 8.51		
School Taxes, District		20.53		
Delinguent Taxes, 1982, 19 , 19 , TOTAL A	MOUNT	45.95		
		<del></del>		00 m
	Total	\$ 80.75	\$	80.75
One of the party of the same o			•	
SEWERAGE RENT DUE:  Municipality for 19		\$	\$	
Monicipality				
	TOTAL TAX	ES & COSTS	\$	124.25
BUYER:				
BID PRICE: \$ POUNDAGE \$				
DEED IN NAME OF:	<del></del>			
REALTY TRANSFER TAX \$ STATE STAMPS	\$	_		

SHERIFF'S COST OF SALE:	فيريق وفيس والورقات السياس برسفوالية	<del>a kalandara aran aran aran aran aran aran ara</del>		د بخدست در
Docket & Levy Service of Notice		\$		
Postage				
Posting of Sale Bills (Bldg., Office, Lobby,	etc.)			
Advertising, Sale Bills				
Newspapers				
Mileage Crying/Adjourn of Sale		5.00		
Sheriff's Deed (executing & registering)		20.00		
Solicitor's fee				
	Total	\$ 25.00	÷	25.00
	10ta1	***************************************	⊅	
Press-Enterprise Henrie Printing		\$	•	J.
nemie rincing		<del></del>		
	Total	\$	\$	
		•		
Prothonotary - List of Liens Deed		\$		
Deed (	Total	\$	\$	5.00
Recorder of Deeds, Col. Co. Deed, Search, etc.	Total	\$	\$	13.50
REAL ESTATE TAXES:				
Borough/Twp. & County Taxes, 19		\$ <u>2.76</u> 2.83		
JOHOOT TAXES, DISCITO,		<del></del>		
Delinquent Taxes, 1982, 19 , 19 , TOTAL A	MOUNT	25.92		
	Total	\$ 31.51	\$	31.51
SEWERAGE RENT DUE:			•	
Municipality for 19		\$	\$	
	TOTAL TAY	ES & COSTS	. \$	75.01
·	101.12 1.5.	20 2 00010	Ψ	<del></del>
BUYER:	. <u>.</u>			
BID PRICE: \$ POUNDAGE \$	· · · · · · · · · · · · · · · · · · ·			
DEED IN NAME OF:	····	<del></del>		
REALTY TRANSFER TAX \$ STATE STAMPS	¢			

Copies to: 9/7/83

Municipal Auth., Berwick. Attn: Chris Klinger Connie Gingher, Tax Collector, Berwick Raymond Grassley, Tax Collector, Briar Creek Twp. P-E, Legal Ads, Sep 28, Oct 5 & 12, 1983. Affidavit requested.

# SHERIFF'S SALE DESCRIPTION

By virue of a Writ of Execution, No. 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 Columbia County Sheriff's Office, Bloomsburg, Pennsylvania, 17815, on Avasday the 20 ff day of October 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 lot situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, being bounded and described as follows, to wit:

BEING bounded on the north by Sycamore Street 140 feet; on the east by LaSalle Street 40 feet; on the south by Lot No. 9, Section 6, 140 feet; and on the west by an alley 40 feet to the place of beginning. Containing 5600 square feet. Being Lot No. 10, Section 6, of the Berwick Land and Improvement Company's Addition to Berwick, Pa.

It is hereby agreed by all owners and subsequent owners of this lot that no building shall be closer than 15 feet to LaSalle Street; also that no building shall be erected on this lot to cost less than \$1,500.00.

BEING the same premises conveyed to James LaBar and Lillian M. Labar, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 9, 1973, recorded April 27, 1973, in Columbia County Deed Book 261, page 428.

## THE SECOND THEREOF:

ALL that certain lot, piece or parcel of land together with the two story frame single dwelling house thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner of Lot No. 1808, this being the west side of the fourth lot west of Warren Street on the north side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, and a portion of the Berwick Land and Improvement Company's addition to the Township of Briar Creek, which was formerly the Freas Farm. See plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania, Miscellaneous Book No. 8, page 366; THENCE in a northerly direction along Lot No. 1808, a distance of 160 feet to a 15 foot alley; THENCE in westerly direction along said alley, a distance of 45 feet to the corner of Lot No. 1810; THENCE in a southerly direction along Lot No. 1810, a distance of 160 feet to

Sixth Avenue; THENCE in an easterly direction along Sixth Avenue a distance of 45 feet to the place of beginning. This description is intended to cover Lot No. 1809.

BEING the same premises conveyed by Edna Benza Kuchka et vir to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 20, 1962, recorded April 23, 1962, in Columbia County Deed Book 212, page 242.

# THE THIRD THEREOF:

ALL that certain lot, piece and parcel of land lying and being situate on the southerly side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 1960, this being the west side of the fifth lost west of Warren Street on the south side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania and a portion of the Berwick Land and Improvement Company's Addition to the Township of Briar Creek (now Berwick) which was formerly the Freas Farm, said plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania; THENCE in a southerly direction along Lot No. 1960, a distance of 160 feet to a fifteen foot alley; THENCE in a westerly direction along said alley, a distance of 135 feet to the corner of Lot No. 1964; THENCE in a northerly direction along Lot No. 1964, a distance of 160 feet to Eighth Avenue; THENCE along the southerly side of Eighth Avenue in an easterly direction a distance of 135 feet to the place of beginning.

BEING the same premises conveyed by Fred H. Bednarski and Ada R. Bednarski, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, dated September 13, 1968, recorded October 7, 1968, in Columbia County Deed Book 241, page 305.

#### THE FOURTH THEREOF:

ALL that certain lot, piece or parcel of land together with the improvements thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southwesterly corner of Lot No. 1806, this being the west side of Lot No. 1806 and the second lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; THENCE in a northerly direction along the westerly line of lot No. 1806 a distance of 160 feet to the southerly line of a 15 foot alley; THENCE in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of lot No. 1808; THENCE in a southerly direction along the easterly line of Lot No. 1808 a distance of 160 feet to the northerly line of Sixth Avenue aforesaid; THENCE in an easterly direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 1807 in the Berwick Land and Improvement Company's Addition to Berwick.

BEING the same premises conveyed by Daniel Lostaglio and Kathryn R. Lostaglio, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated May 14, 1977, and recorded in Columbia County Deed Book 281, page 45.

# THE FIRST THEREOF:

KNOWN as 439 LaSalle Street, Berwick, Pennsylvania IMPROVED with a commercial building and lot TAX PLATE NO. 04.3-5-148

#### THE SECOND THEREOF:

KNOWN as 1217 Sixth Avenue, Township of Briar Creek, Pennsylvania IMPROVED with a house TAX PLATE NO. 07-2A-26

# THE THIRD THEREOF:

KNOWN as 1200 Block Eighth Avenue, Berwick, Pennsylvania Three unimproved lots TAX PLATE NO. 07-2A-125

# THE FOURTH THEREOF:

KNOWN as 1213 Sixth Avenue, Berwick, Pennsylvania One unimproved lot TAX PLATE NO. 07-2A-25-A

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution no later than thirty (30) days after the sale, 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. Stewart D. Anderson and Camille M. Anderson, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

HOURIGAN, KLUGER, SPOHRER & QUINN ASSOCIATES 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701



COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17819

# VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1891

United Penn Bank
vs
Stewart D. Anderson and
Camille M Anderson

Track No. 1

# A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 61 Of 1983ED. WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

# POSTING OF PROPERTY

Sept. 24, 1983 at 6:00 PM.	posted a copy of the
SHERIFF'S SALE bill on the property of Stewart	D. Anderson and Camille M
Anderson at 439 LaSalle St., Berwick, Penna.	
Columbia County, Pennsylvania. Said posting p	performed by Columbia
County Deputy Sheriff John J O'Brien	•

So Answers:

John J O'Brien Deputy Sheriff

Fon:

Victor B. Bandling Sheriff, Col. Co.

Sworn and subscribed before me this 26th day of Sept. 1983 .



COURT HOUSE BLOOMSBURD, PENNSYLVANIA, 17815

# VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank
vs
Stewart D Anderson and
Camille M. Anderson

A. J. ZALE, Ghief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO.61 of 1983ED WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

Track No. 2

# POSTING OF PROPERTY

Sept. 24,	1983	at 6:20	PM.			posted a	сору о	f the
SHERIFF'S	SALE 1	oill on	the	property o	of Stewa	rt D Ander	son and	<u>i Cam</u> ille
M Anderso	on at 1	217 6th	Ave.	., Berwick,	Penna.			
Columbia	County	, Pennsy	lvan	nia. Said	posting	performed	by Col	umbia
County De	puty Sl	heriff	Johr	n J O'Brier	<u>1</u>	·		•

So Answers:

John J O'Brien
Deputy Sheriff

Victor B Vandle

Victor B. Bandling Sheriff, Col. Co.



COURT HOUSE BLOOMBBURG, PENNSYLVANIA, 17815

# VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank
vs
Stewart D Anderson and
Camille M Anderson

Track 4

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 61 of 1983 ED WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

# POSTING OF PROPERTY

Sept. 24, 1983 at 6:25 PM.	, posted a copy of the
SHERIFF'S SALE bill on the property of	
Anderson at 1213 6th Ave., Berwick, Penn	a.
Columbia County, Pennsylvania. Said po County Deputy Sheriff John J O'Brien	3

So Answers:

John JOBrien
Deputy Sheriff

Fon:

Victor B. Bandling Sheriff, Col. Co.

Sworn and subscribed before me this 26th day of Sept. 1983 .



COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17818

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank vs

Stewart D Anderson and Camille M Anderson

Track No. 3

A. J. ZALE. Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO.61 of 1983 ED WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

# POSTING OF PROPERTY

Sept. 24, 1983 at 6:30 PM. , posted a copy of the SHERIFF'S SALE bill on the property of Stewart D Anderson and Camille M Anderson at 1200 Block of 8th Ave, Berwick, Penna.

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

So Answers:

John JO'Brien
Deputy Sheriff

Victor B. Bandling

Sheriff, Col. Co.

Sworn and subscribed before me this 26th day of Sept. 1983.



OFFICE OF

# SHERIFF OF COLUMBIA COUNTY

. COURT HOUSE
BLOCMBBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

A. J. ZALE, Chief Deputy

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

United Penn Bank

VS

Stewart D Anderson and Camille M Anderson

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. No. 61 of 1983 ED.

WRIT OF EXECUTION

# SERVICE ON Stewart D Anderson

ON Sept. 9, 1983	at_	6:10 PM. served, a true and
		of Execution and a true copy of the Estate was served on the defendant,
Stewart D. Anderson	at	Roman Pub. LaSalle St., Berwick, Penna
	by	John J O'Brien
Service was made by persona	ally ha	nanding said Writ of Execution and
Notice of Sheriff's Sale of	f Real	Estate to the defendant.
		·
		So Answers:
		John J O'Brien
		Deputy Sheriff

Victor B Vandling

Victor B. Vandling Sheriff Columbia Co.

Sworn and subscribed before me this 12 day of Sept.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff TELEPHONE: 717-784-1991

United Penn Bank

vs

Frederick J. Peterson

Prothonotary, Columbia County, Pa.

Stewart D. Anderson and Camille M, Anderson

A. J. ZALE, Chief Deputy

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

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

No. 61 of 1983 ED WRIT OF EXECUTION

	SI	ERVICE ON_	Camille M.	Anderson		<del>_</del>
ON Sept	. 9, 1983	at	6:10 PM	i. s	erved, a	true and
attested co Notice of S						
Camille M. A	nderson	at	Roman Pub.	LaSalle S	t., Berwi	ck, Penna.
		bv	John J O	'Brien		
Service was Notice of S		rsonally h	anding sai	d Writ of		n and
				John	J O'Brie	
·					or B. Va	
					riff Colu	_
Sworn and s	subscribed b					,

# THE FIRST THEREOF:

ALL that certain lot situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, being bounded and described as follows, to wit:

BEING bounded on the north by Sycamore Street 140 feet; on the east by LaSalle Street 40 feet; on the south by Lot No. 9, Section 6, 140 feet; and on the west by an alley 40 feet to the place of beginning. Containing 5600 square feet. Being Lot No. 10, Section 6, of the Berwick Land and Improvement Company's Addition to Berwick, Pa.

It is hereby agreed by all owners and subsequent owners of this lot that no building shall be closer than 15 feet to LaSalle Street; also that no building shall be erected on this lot to cost less than \$1,500.00.

BEING the same premises conveyed by James Labar and Lillian M. Labar, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 9, 1973, recorded April 27, 1973, in Columbia County Deed Book 261, page 428.

# THE SECOND THEREOF:

ALL that certain lot, piece or parcel of land together with the two story frame single dwelling house thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southwest corner of Lot No. 1808, this being the west side of the fourth lot west of Warren Street on the north side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, and a portion of the Berwick Land and Improvement Company's addition to the Township of Briar Creek, which was formerly the Freas Farm. See plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania, Miscellaneous Book No. 8, page 366; thence in a northerly direction along Lot No. 1808, a distance of 160 feet to a 15 foot alley; thence in a westerly direction along said alley, a distance of 45 feet to the corner of Lot No. 1810; thence in a southerly direction along Lot No. 1810, a distance of 160 feet to Sixth Avenue; thence in an easterly direction along Sixth Avenue a distance of 45 feet to the place of beginning. This description is intended to cover Lot No. 1809.

BEING the same premises conveyed by Edna Benza Kuchka et vir to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated April 20, 1962, recorded April 23, 1962, in Columbia County Deed Book 212, page 242.

#### THE THIRD THEREOF:

ALL that certain lot, piece and parcel of land lying and being situate on the southerly side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwest corner of Lot No. 1960, this being the west side of the fifth lot west of Warren Street on the south side of Eighth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania and a portion of the Berwick Land and Improvement Company's Addition to the Township of Briar Creek (now

Berwick) which was formerly the Freas Farm, said plot or plan recorded in the Recorder's Office in Bloomsburg, Pennsylvania; thence in a southerly direction along Lot No. 1960, a distance of 160 feet to a fifteen foot alley; thence in a westerly direction along said alley, a distance of 135 feet to the corern of Lot No. 1964; thence in a northerly direction along Lot No. 1964, a distance of 160 feet to Eighth Avenue; thence along the southerly side of Eighth Avenue in an easterly direction a distance of 135 feet to the place of beginning.

BEING the same premises conveyed by Fred H. Bednarski and Ada R. Bednarski, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, dated September 13, 1968, recorded October 7, 1968, in Columbia County Deed Book 241, page 305.

# THE FOURTH THEREOF:

ALL that certain lot, piece or parcel of land together with the improvements thereon erected lying and being situate on the northerly side of Sixth Avenue in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southwesterly corner of Lot No. 1806, this being the west side of Lot No. 1806 and the second lot west of Warren Street on the northerly side of Sixth Avenue on what was formerly known as the Freas Farm; thence in a northerly direction along the westerly line of lot No. 1806 a distance of 160 feet to the southerly line of a 15 foot alley; thence in a westerly direction along the southerly line of said alley a distance of 45 feet to the northeasterly corner of lot No. 1808; thence in a southerly line of Sixth Avenue aforesaid; thence in an easterly direction along the northerly side of Sixth Avenue a distance of 45 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 1807 in the Berwick Land and Improvement Company's Addition to Berwick.

BEING the same premises conveyed by Daniel Lostaglio and Kathryn R. Lostaglio, his wife, to Stewart D. Anderson and Camille M. Anderson, his wife, by deed dated May 14, 1977, and recorded in Columbia County Deed Book 281, page 45.

# THE FIRST THEREOF:

KNOWN as 439 LaSalle Street, Berwick, Pennsylvania IMPROVED with a commercial building and lot TAX PLATE NO. 04.3-5-148

# THE SECOND THEREOF:

KNOWN as 1217 Sixth Avenue, Township of Briar Creek, Pennsylvania IMPROVED with a house TAX PLATE NO. 07-2A-26

#### THE THIRD THEREOF:

KNOWN as 1200 Block Eighth Avenue, Berwick, Pennsylvania Three unimproved lots
TAX PLATE NO. 07-2A-125

### THE FOURTH THEREOF:

KNOWN as 1213 Sixth Avenue, Berwick, Pennsylvania One unimproved lot TAX PLATE NO. 07-2A-25-A

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

UNITED PENN BANK	\		COURT OF COMM	
Plaintiff	1	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	MAX COUNTY, PEN	MOTEVANIA
		671		83 Term 19J.D.
vs.	>	<i>j. j.</i>		·
STEWART D. ANDERSON and	(:	No		Term 19 \( \frac{\lambda}{2} \in \text{E.D.}
CAMILLE M. ANDERSON, his wif	e,	/B &	WRIT OF EXECU	
Defendants	—— <i>J</i>	(MI	ORTGAGE FORECI	LOSURE)
Commonwealth of Pennsylvania:				
County of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				
TO THE SHERIFF OFCOLUMBIA	<u> </u>	COUNTY, PENNS	YLVANIA:	•
		-		
To satisfy the judgment, interest and of described property (specifically described p			rected to levy upor : "A" Attached	
First Thereof:				
Assessment Information: Lan	rovements	. 6010.00		
Tax Plate No. 04.3-5-148	TOTAL	\$6260.00		
Second Thereof:				
	od provements TOTAL	•		
Tax Plate No. 07 2A 26		42.2000		
Third Thereof:				
Assessment Information: Lan	orovements			
Tax Plate No. 07 2A 125		•		
Amount Due incl. intere	est to X	.00 - Tax Plat XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	ce No. 07 2A 29	5 <b>-A</b>
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		8,029.22	<del>-</del>	
TOTAL		88,321,43	Plus costs and	interest
as endorsed.		Prethonat	ary, Court of Comm	on Pleas of
Dated August 2 9 1983			ounty, Pennsylvani	
(SEAL)		By:		· .
(OLAL)		-,		Denuty