

Memorandum from the desk of
Sheriff Victor B. Vandling

To: Paula F. Garrety, Esq. *Date:* 11/3/83

Subject: United Penn Bank
 vs
 Gary L. Karchner and Anna Mae Karchner, his wife
 No. 807 of 1983 J.D.
 No. 71 of 1983 E.D.

The attached is for your information and guidance. Thus the Sheriff's Sale scheduled for November 17, 1983 is now STAYED.

Very truly yours,

A handwritten signature in cursive script, appearing to read "A. J. Zale".

A. J. Zale, for
Victor B. Vandling

Law Offices of
KREISHER AND GREGOROWICZ

401 SOUTH MARKET STREET
BLOOMSBURG, PENNSYLVANIA 17815

HON. C. E. KREISHER (1874-1941)
HON. C. WILLIAM KREISHER (RETIRED)
WILLIAM S. KREISHER
MICHAEL P. GREGOROWICZ

AREA CODE 717
784-9211

October 31, 1983

Victor Vandling, Sheriff
Columbia County Courthouse
Bloomsburg, PA 17815

RE: Karshner Bankruptcy

Dear Mr. Vandling:

Please find enclosed the relevant pages of a Petition in bankruptcy filed with regard to the above captioned matter. It is my understanding that there has been an execution scheduled in this matter which is now stayed by these proceedings.

If you have any questions please do not hesitate to contact me.

Very truly yours,

KREISHER & GREGOROWICZ



Michael P. Gregorowicz
Attorney at Law

MPG:epg
enc.
103132



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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

November 22, 1983

Paula F. Garrety, Esq.
700 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

RE: UNITED PEEN BANK
VS
KARCHNER, GARY L. & ANNA MAE

Dear Ms. Garrety,

This department is in receipt of ~~your~~ advisement requesting DISCONTINUANCE/SATISFACTION/STAY of the scheduled Sheriff's Sale in the captioned case. DEFENDANTS FILED BANKRUPTCY PETITION.

Costs incurred by the Sheriff's Department include docket, service, mileage, posting, advertising preparation, Henrie Printing (Sale Bills), Press-Enterprise, Inc. (Legal Advertising), Prothonotary of Columbia County (List of Liens) and Recorder of Columbia County (Deed Copywork).

*check K me
C 6/15*
Total cost incurred amounts to \$297.25. Thus a refund of \$202.75 is enclosed via check made payable to you as monies returned from the initial \$500.00 advance cost deposit received at time Writ of Execution was filed.

Very truly yours,

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

NOTE: Refund enclosed is being made because of the usual lengthy time before Bankruptcy Court ruling received. Rather than have these monies lay around in our checking account the thought is that your firm can put it to better use. When action is again initiated IT WILL BE NECESSARY TO FORWARD ANOTHER ADVANCE COST FEE.



United States Bankruptcy Court for the Middle District of Pennsylvania

In re

Gary L. Karchner

and

Anna Mae Karchner

Debtor (include here all names used by debtor within last 6 years)

5-83-00583 Case No.

VOLUNTARY CASE: DEBTOR'S PETITION

1. Petitioner's post-office address is 1101 Fress Avenue, Berwick, PA 18603

2. Petitioner has reside (or has had his domicile or has had his principal place of business or has had his principal assets) within this district for the preceding 180 days (or for a longer portion of the preceding 180 days than in any other district).

3. Petitioner is qualified to file this petition and is entitled to the benefits of Title 11, United States Code as a voluntary debtor.

(If appropriate)

4. A copy of petitioner's proposed plan, dated October 20, 1983, is attached (or Petitioner intends to file a plan pursuant to ☐ chapter 11 (or ☐ chapter 13) of title 11, United States Code).

Wherefore petitioner prays for the entry of an order for relief under ☒ Chapter 7 (or ☐ Chapter 11 or ☐ Chapter 13) of Title 11, United States Code.

FILED

Wilkes-Barre, Pa.

OCT 27 1983

Margaret A. Smith

Clerk of the Bankruptcy Court

Per [Signature]
Deputy Clerk

RELIEF ORDERED

Signed:

[Signature]
Attorney for Petitioner, **Michael P. Gregorowicz**

Address: 401 Market Street

Bloomsburg, PA 17815

(Petitioner signs if not represented by attorney)

Petitioner.

State of PENNSYLVANIA

County of COLUMBIA

OFFICE OF THE CLERK
NOV 2 11 09 AM '83
CHIEF DEPUTY

I, Gary L. Karchner and Anna Mae Karchner, his wife, the petitioner named in the foregoing petition, certify under penalty of perjury that the foregoing is true and correct.

Executed on October 20, 1983

[Signature]
Gary L. Karchner

Petitioner.



Schedule A-2. — Creditors Holding Security

Name of creditor and complete mailing address including zip code (if unknown, so state)	Description of security and date when obtained by creditor	Specify when claim was incurred and the consideration therefor; when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	Indicate if claim is contingent, unliquidated or disputed	Market value	Amount of claim without deduction of value of security
					\$ Cts.
Thorp Financial Services 301 Market Street Berwick, PA 18603	Second Mortgage	1979			13,300 00
United Penn Bank 123 W. Front Street Berwick, PA 18603	First Mortgage	1966			13,887 50
Department of Public Assistance 7th & Center Streets Bloomsburg, PA 17815		1976			2,800 00
AVCO Financial Services Pittston, PA		1977			1,800 00
Total,					\$31,916 50

LIST OF LIENS

VERSUS

..... Gary L. Karchner and Anna Mae Karchner, his wife.....

..... Court of Common Pleas of Columbia County, Pennsylvania.....

Commonwealth of Pennsylvania..

Department of Welfare

versus

Gary L. & Anna M. Karchner.....

the above lien revised from No. 988 of 1977 entered by Agreement

No. 435 of Term, 19 82
Real Debt ||\$ 2,000.00..
Interest from ||..
Commission ||..
Costs ||..
Judgment entered 4-15-82
Date of Lien ..
Nature of Lien Suggestion Non-payment

United Penn Bank.....

versus

Gary L. & Anna Mae Karchner.....

No. 807 of Term, 19 83
Real Debt ||\$ 13,887.52..
Interest from 9-27-83 ||..
Commission ||..
Costs ||..
Judgment entered 9-27-83
Date of Lien 9-27-83
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank DeShane~~, 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

Gary L. Karchner and Anna Mae Karchner, 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 10th day of November
A.D., 19 83.

Beverly J. Michael Acting
RECORDER

THIS INDENTURE, Made the seventh day of March, in the year of our Lord one thousand nine hundred and seventy-five (1975);
BETWEEN GARY L. KARCHNER and ANNA MAE KARCHNER, his wife, of the Borough of Berwick, 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 the Commonwealth of Pennsylvania, with principal office located in the City of Wilkes-Barre, County of Luzerne and State of Pennsylvania,-----

(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 THIRTY THOUSAND (\$30,000.00) DOLLARS,-----

lawful money of the United States of America, conditioned for the payment of the just sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS,-----

lawful money as aforesaid, payable within 20 years from the date hereof, together with interest on all unpaid balances of principal at the rate of 9% per annum, the said principal and interest shall be paid in monthly installments of \$134.96 each, the first such monthly payment to be made on the 7th day of April, 1975, and thereafter on the 7th day of each and every 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 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.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXX

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 against loss by fire or other hazard as may be required by the Mortgagee in amounts and in a company or companies satisfactory to said Mortgagee; and conditioned that the Mortgagor shall take out no insurance on said buildings without having attached thereto a standard mortgage clause, making the loss, if any, payable to the Mortgagee, as its interest may appear, and shall lodge said policy or policies of insurance with the Mortgagee;

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims assessed or levied at any time, present or future, by any lawful authority, which by any present or future law or laws, shall have priority upon the premises covered hereby in lien or payment to the debt secured hereby and provision for the payment of which is not otherwise made herein, such payment shall be made by the Mortgagor within six months after such tax, assessment, or other charge or claim shall have become due, and the official receipts therefor shall be promptly produced by the Mortgagor to the Mortgagee, and conditioned for the payment of premiums of insurance as herein provided; and in default of 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, shall bear interest at the rate of 9 % per annum from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution;

AND also conditioned for the keeping and performance by the Mortgagor of each and every of the following covenants and agreements:

1. If the premises covered hereby, or any part thereof, shall be destroyed or damaged by fire or other hazard against which insurance is held, as hereinabove provided, the amounts paid by any insurance company or companies by reason of such damage, in pursuance of the contract or contracts of such fire or other hazard insurance, to the extent of the indebtedness represented hereby remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.
2. That the Mortgagor will not suffer any lien superior to the lien hereby created to attach to or to be enforced against the premises covered hereby, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.
3. The Mortgagee shall have the right to pay any taxes, assessments, and all other charges and claims which the Mortgagor has agreed to pay under the terms hereof, and to use its own funds to make the payments, and to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered hereby, and any amount or amounts so paid by the Mortgagee shall be added to the principal debt herein and in said Obligation named, shall bear interest at the rate of 9 % per annum from the date of payment, and shall be secured by this Mortgage the same as said principal debt and interest thereon.

whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and the Mortgagee, at its option, shall be entitled to be subrogated to any lien, claim or demand paid by it, or discharged with money advanced by it and secured by this Mortgage.

PROVIDED, HOWEVER, and it is thereby expressly agreed, that if default be made at any time in the payment of said interest, insurance, taxes and-----principal sum, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, at maturity, or interest for the space of thirty days after said interest shall fall due, or any part thereof, or in any of the conditions, covenants and agreements herein, or in the said Obligation set forth, then and in every such case, the whole principal debt or sum aforesaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt or sum and all interest thereon, with an attorney's commission, as hereinafter mentioned, and costs of suit, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, may be enforced and recovered at once, anything herein or in said Obligation contained to the contrary notwithstanding.

AND PROVIDED further, however, and it is thereby expressly agreed, that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said Obligation, or by virtue of the Warrant of Attorney contained therein, or if a Writ of Seire Facias is issued upon this Mortgage, an attorney's commission for collection, viz: five per cent of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to them by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process as in and by the said recited Obligation and the conditions thereof, relation being thereunto had, may more fully and at large appear.

AND PROVIDED further, and it is thereby 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 Mortgagee to enter upon all and singular the land, buildings and premises granted by this Mortgage together with the hereditaments and appurtenances, and each and every part thereof, and to take possession of the same and of the fixtures and equipment therein contained, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion, the Mortgagor agreeing that they shall and will not assign any lease for any part of the within described premises without the written permission of the Mortgagee, and, whenever requested by the Mortgagee so to do, shall and will assign, transfer and deliver unto the Mortgagee any lease or sub-lease; and to permit the Mortgagee to collect and receive all rents, issues and profits of the said mortgaged premises and every part thereof for which this Mortgage shall be a sufficient warrant whether or not such lease or sub-lease has been assigned, and to make from time to time all alterations, renovations, repairs, and replacements thereto as may seem judicious to the Mortgagee, and after deducting the cost of all such alterations, renovations, repairs, and replacements and expenses incident to taking and retaining possession of the mortgaged property and the management and operation thereof, and keeping the same properly insured, to apply the residue of such rents, issues and profits, if any, arising as aforesaid, to the payment of all taxes, charges, claims, assessments and any other liens that may be prior in lien or payment to the debt hereby secured, and premiums for said insurance, with interest thereon, or to the interest and principal due and hereby secured with all costs and attorney's fees, in such order or priority, as the Mortgagee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding; it being expressly agreed, however, that 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 by this Mortgage provided in case of such default; and it is further expressly understood and agreed that the remedies by this Mortgage and the accompanying recited Obligation provided for the enforcement of the payment of the principal sum hereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein contained are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur.

NOW THIS INDENTURE WITNESSETH, That the said Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of --\$15,000.00--

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 unto 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 sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Mortgagee

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33; thence in a southerly direction, a distance of 165 feet to East Seventh Street; thence in an easterly direction along the northerly line of East Seventh Street, a distance of 49-1/2 feet to the corner of Lot No. 37; thence in a northerly direction along line of Lot No. 37, a distance of 165 feet to the southerly line of East Eighth Street; thence in a westerly direction along said street a distance of 49-1/2 feet to Lot No. 33, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 35 in the J. D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to the Mortgagors herein by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1966, recorded April 12, 1966, in the Office for the recording of deeds in and for Columbia County in Deed Book 231 at page 615.

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 thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said real estate and property, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgagee to and for the only proper use and behoof of said Mortgagee forever.

AND PROVIDED ALSO, that when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of said

principal sum, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, at maturity, or interest, or in the conditions of said recited Obligation provided for, or in the keeping and performance by the Mortgagor of any condition, covenant or agreement contained in said Obligation or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time hereinabove specified for the performance thereof, in each and every such case it shall and may be lawful for said Mortgagee to sue and forthwith a Writ or Writs of *Scire Facias* upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sum and all interest thereon and all sums advanced for payment of any taxes, charges, claims or insurance premiums as aforesaid, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and all other recoverable sums, together with an attorney's commission for collection, as aforesaid, and costs of suit, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Indenture is security, or to reduce the amount of the said Obligation to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said Obligation or by virtue of the Warrant of Attorney contained therein or upon this Indenture.

BUT, PROVIDED ALWAYS, nevertheless, that if said Mortgagor does and shall well and truly pay or cause to be paid unto the said Mortgagee, the aforesaid debt or principal sum secured by this Mortgage, on the day and time and in the manner hereinbefore mentioned and appointed 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, defection 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 Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagors to these presents have hereunto set their hand and seal. Dated the day and year first hereinabove written.

Signed, Sealed and Delivered
In the Presence of

Dean R. Karchner

Gary L. Karchner (SEAL)
Gary L. Karchner

Anna Mae Karchner (SEAL)
Anna Mae Karchner

(SEAL)

(SEAL)

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

ss:

On this the 7th day of March, 1975, before me, a Notary Public, the undersigned officer, personally appeared Gary L. Karchner and Anna Mae Karchner, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same for the purposes therein expressed.

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

My commission expires 3/28/77
Berwick, Columbia County, Pa.

Dean R. Karchner
NOTARY PUBLIC

NO

MORTGAGE

GARY L. KARCHNER and
ANNA MAE KARCHNER, his wife,
MORTGAGORS,

TO

UNITED PENN BANK
MORTGAGEE.

no 85
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$6.50
MAR 10 2 16 PM '75

Franklin E. Keyner
Attorney at Law
United Penn Bank Bldg
Berwick, Penna.

The precise address of UNITED PENN BANK, the Mortgagee, is 18 West Market Street, Wilkes-Barre, Pennsylvania.

Franklin E. Keyner
Columbia

RECORDED in the Office for Recording of Deeds and for COLUMBIA County, in the State of Pennsylvania, in Mortgage Book 173, Page 797, etc.

WITNESS my hand and seal of Office this
Anno Domini, 1975 2:16 p.m.

10th day of March.

BOOK 173 PAGE 800

Lucille B. Whittemple
Recorder.

REAL ESTATE MORTGAGE

MORTGAGOR(S):		ACCOUNT NUMBER 20022-0	MORTGAGEE: Sharp Consumer Discount Company	
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME	301 Market Street ADDRESS
KARCHNER, GARY L.			ANNA MAE	Berwick, PENNSYLVANIA
ADDRESS 530 East Eighth Street, Berwick, Pennsylvania 18603				

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

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33; thence in a southerly direction, a distance of One Hundred Sixty-five (165) feet to East Seventh Street; thence in an easterly direction along the northerly line of East Seventh Street, a distance of Forty-nine and one-half (49½) feet to the corner of Lot No. 37; thence in a northerly direction along line of Lot No. 37, a distance of One Hundred Sixty-five (165) feet to the southerly line of East Eighth Street; thence in a westerly direction along said street a distance of Forty-nine and one-half (49½) feet to Lot No. 33, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 35 in the J. D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his Wife, by Deed of Collins Lyle Doty and Marjorie Mae Doty, his Wife, dated April 11, 1965, and recorded April 12, 1966 in Deed Book 231 at Page 615.

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

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

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

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

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated April 14, 1981, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$ 23,520.00, and having the date of its final payment due on April 20, 1989.

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

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

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

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

THIRD: To the payment of the Total of Payments.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Mortgage has been duly executed this 14th day of April, 19 81

Signed, sealed and delivered in the presence of:

Terry M. Bobersky
TERRY M BOBERSKY

Elizabeth W. Strawn
ELIZABETH W STRAWN

Gary L. Karchner (SEAL)

Gary L. Karchner

Anna Mae Karchner (SEAL)

Anna Mae Karchner

_____ (SEAL)

_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

On this 14th day of April,
1981, before me, a Notary Public,

personally appeared Gary L. Karchner and
Anna Mae Karchner, ~~and~~ his Wife

known to me to be

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

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

CERTIFICATE OF RESIDENCE

I, Terry M. Bobersky

of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residence of Mortgagee is

301 Market Street

Berwick, Penna. 18603

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

GARY L. KARCHNER
My Commission Expires 6-2-84
GARY L. KARCHNER
Notary Public
Penna.
My Comm. Expires 6-2-84

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA 11:48 a.m.

Witness my hand this _____ day of _____,
19____.

Agent of Mortgagee

Recorded on this 16th day of April, A.D. 19 81, in the Recorder's Office of the said County.

in Mortgage Book, Vol. 204, page 488

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

Bearly J. Michael
Acting Recorder

This instrument was drafted by BULL & BULL

Business Address: 106 Market Street, Berwick, Pennsylvania 18603

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

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

RECORDED
COLUMBIA CO., PA.
APR 16 11 48 AM '81
TAX - \$50.00
FEE - \$5.00

Recorded

Number

187

Mortgage

Vol

Page

From

GARY L. KARCHNER and ANNA MAE KARCHNER,
his wife,
530 East Eleventh Street
Berwick, Penna. 18603

To
THORP CONSUMER
DISCOUNT COMPANY

301 Market Street

Address

Berwick, Penna. 18603

For, \$

Property Address: 530 East Eleventh St.
Berwick, Penna. 18603

Amount: \$23,520.00

Date: April 14, 1981

FOR RECORDING PURPOSES ONLY
NO SEARCH OF RECORDS MADE

TAN OFFICES BULL & BULL
106 Market Street
Berwick, Penna. 18603

204, 489

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

UNITED PENN BANK,

Plaintiff,

vs.

GARY L. KARCHNER and
ANNA MAE KARCHNER, his wife,
Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 807 Term 19 83 J.D.

No. 71 Term 19 83 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Luzerne

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

SEE EXHIBIT "A" ATTACHED HERETO, MADE A PART
HEREOF AND INCORPORATED HEREIN.

OFFICE OF SHERIFF
COLUMBIA COUNTY
SEP 27 1 08 PM '83
SHERIFF
CHIEF DEPUTY

Amount Due Incl. Atty. Comm.

\$ 13,139.67

Interest from 9/6/83

\$ 747.85

TOTAL

\$ 13,887.52 Plus costs

as endorsed.

Dated Sept 27, 1983

(SEAL)

Prothonotary, Court of Common Pleas of
COLUMBIA County, Pennsylvania

By: Helen K. Lewis

Deputy

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction along the northerly line of East Seventh Street, a distance of forty-nine and one-half (49-1/2) feet to the corner of Lot No. 37;

THENCE in a northerly direction along line of Lot No. 37, a distance of one hundred sixty-five (165) feet to the southerly line of East Eighth Street;

THENCE in a westerly direction along said street a distance of forty-nine and one-half (49-1/2) feet to Lot No. 33, the place of beginning.

This description is intended to cover Lot No. 35 in the J.D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his wife, by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1965, and recorded in Columbia County Deed Book 231, at page 615.

KNOWN as: 530 East Eighth Street, Berwick, Columbia County, Pennsylvania, 18603.

IMPROVED with: A residential dwelling.

TAX PLATE NO.: 04.1-9-102.

EXHIBIT "A"

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire

ATTORNEY FOR Plaintiff

Identification No. 21189

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
<u>Plaintiff,</u>	)	OF COLUMBIA COUNTY
vs.)	
	)	CIVIL ACTION--LAW
GARY L. KARCHNER and	)	IN MORTGAGE FORECLOSURE
ANNA MAE KARCHNER, his wife,)	
<u>Defendants.</u>	)	No. 807 of 1983 J.D.
	)	No. <u>71</u> of 1983 E.D.

NOTICE OF
SHERIFF'S SALE OF REAL ESTATE

TO: GARY L. KARCHNER and ANNA MAE KARCHNER, his wife, Defendants herein, and owners of the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in ~~Columbia County Courthouse,~~ the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania on Thursday, the

the 17th day of November, 19⁸³, at 10:00 o'clock, A.M.,
all your right, title and interest in and ALL THAT CERTAIN piece,
parcel or tract of land situate in the Borough of Berwick, Columbia
County, Pennsylvania, the same more particularly described in
Exhibit "A" attached hereto and incorporated herein.

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.

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

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction along the northerly line of East Seventh Street, a distance of forty-nine and one-half (49-1/2) feet to the corner of Lot No. 37;

THENCE in a northerly direction along line of Lot No. 37, a distance of one hundred sixty-five (165) feet to the southerly line of East Eighth Street;

THENCE in a westerly direction along said street a distance of forty-nine and one-half (49-1/2) feet to Lot No. 33, the place of beginning.

This description is intended to cover Lot No. 35 in the J.D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his wife, by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1965, and recorded in Columbia County Deed Book 231, at page 615.

KNOWN as: 530 East Eighth Street, Berwick, Columbia County, Pennsylvania, 18603.

IMPROVED with: A residential dwelling.

TAX PLATE NO.: 04.1-9-102.

EXHIBIT "A"

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire

ATTORNEY FOR Plaintiff

Identification No. 21189

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,

Plaintiff,

vs.

GARY L. KARCHNER and
ANNA MAE KARCHNER, his wife,

Defendants.

) IN THE COURT OF COMMON PLEAS
) OF COLUMBIA COUNTY

) CIVIL ACTION--LAW
) IN MORTGAGE FORECLOSURE

) No. 807 of 1983

A F F I D A V I T

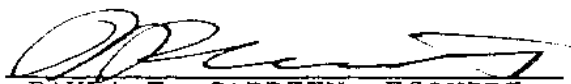
COMMONWEALTH OF PENNSYLVANIA)

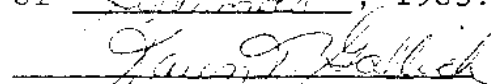
COUNTY OF LUZERNE)

SS:

PAULA F. GARRETY, ESQUIRE, being duly sworn according to law, deposes and states that to the best of her knowledge, information and belief, the last known address of the Defendants, Gary L. Karchner and Anna Mae Karchner, his wife, is as follows: 530 East 8th Street, Berwick, Columbia County, Pennsylvania, 18603.

Sworn to and subscribed
before me this 8th day
of September, 1983.


PAULA F. GARRETY, ESQUIRE


NOTARY PUBLIC

WILKES-BARRE, PENNSYLVANIA

SEP 11 1983

WINTER 1968
Winters-Pal. & Lumber County, Pa.
My Commission Expires February 15, 1968

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire ATTORNEY FOR Plaintiff

Identification No. 21189

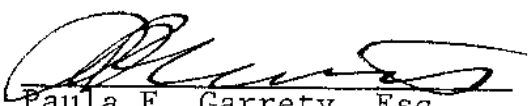
LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
<u>Plaintiff,</u>	)	OF COLUMBIA COUNTY
vs.)	
	)	CIVIL ACTION--LAW
GARY L. KARCHNER and	)	IN MORTGAGE FORECLOSURE
ANNA MAE KARCHNER, his wife,)	
<u>Defendants.</u>	)	No. 807 of 1983 J.D.
	)	No. <u>71</u> of 1983 E.D.

WAIVER OF INSURANCE

AND NOW, this 27th day of September, 1983, the Sheriff is hereby released from all liability to protect the property described in the within named execution by insurance, which insurance is hereby waived.

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

By: 
Paula F. Garrety, Esq.
Attorney for Plaintiff

By: Paula F. Garrety, Esquire ATTORNEY FOR Plaintiff
Identification No. 21189

UNITED PENN BANK,
 Plaintiff,

 vs.

GARY L. KARCHNER and
ANNA MAE KARCHNER, his wife,

 Defendants.

)
)
)
)
)
)
)
)
)
)
)
)

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION--LAW
IN MORTGAGE FORECLOSURE

No. 807 of 1983 J.D.
No. 71 of 1983 E.D.

Any deputy sheriff levying upon or attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

By:

Paula F. Garrety, Esq.
Attorney for Plaintiff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III

....., being duly sworn according to law and says that Press-Enterprise is a newspaper of general circulation with its principal place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia, Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State, from 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 the newspaper on Oct. 26, Nov. 2, 9

exactly as printed and published; that the affiant is one of the owners and publishers of the newspaper in which legal advertisement or notice was published; that neither he nor the Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place, publication are true.

SHERIFF'S SALE
By virtue of a Writ of Execution No. 71 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Nov. 17, 1983
10:00 o'clock a.m.

all the right, title and interest of the Defendants in and to:

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction, along the

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6586

November 10, 1983

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 171.05

One Hundred-Seventy One and 05/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR UPBANK vs KARCHNER
No. 71 of 1983 ED

031305936

57281000

05

Victor B. Vandling

Karchner Sheriff Sale
\$171.05

deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1983, 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. Gary L. Karchner and Anna Mae Karchner, his wife.

Victor B. Vandling
Sheriff of
Columbia County
Hourigan, Kluger,
Spohrer and Quinn
700 United Penn
Bank Building
Wilkes-Barre Pa 18701

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III
and says that Press-Enterprise is a newspaper of general circulation with
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of
of Pennsylvania, and was established on the 1st day of March, 1902, and
daily (except Sundays and Legal Holidays) continuously in said Town, Cou
the date of its establishment; that hereto attached is a copy of tl
advertisement in the above entitled proceeding which appeared in the issu
on Oct. 26, Nov. 2, 9
exactly as printed and published; that the affiant is one of the owners an
newspaper in which legal advertisement or notice was published; that nei
Press-Enterprise are interested in the subject matter of said notice and
that all of the allegations in the foregoing statement as to time, place
publication are true.

Sworn and subscribed to before me this day of

.....
(Notary)

My Commission

MATTHEW J. CREME NC
BLOOMSBURG COLUM
MY COMMISSION EXPIR
Member Pennsylvania Assoc

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

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 71 of 1983,
issued out of the Court
of Common Pleas of Col
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid
ders, for cash, in the
Sheriff's Office, Colum
bia County Court House,
in the Town of Blooms
burg, Columbia County,
Pennsylvania, on:
Thurs., Nov. 17, 1983
10:00 o'clock a.m.

all the right, title and
interest of the Defend
ants in and to:
ALL THAT CERTAIN piece
and parcel of land situ
ate in the Borough of
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umbia and State of Penn
sylvania, bounded and
described as follows, to
wit:
BEGINNING on Eighth
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THENCE in a southerly
direction, a distance of
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(165) feet to East Sev
enth Street;
THENCE in an easterly
direction along the
northerly line of East
Seventh Street, a dis

tance of forty-nine and
one-half (49½) feet to
the corner of Lot No. 37;
THENCE in a northerly
direction along line of
Lot No. 37, a distance of
one hundred sixty-five
(165) feet to the south
erly line of East Eighth
Street;
THENCE in a westerly
direction along said
street a distance of
forty-nine and one-half
(49½) feet to Lot No. 33,
the place of beginning.
This description is
intended to cover Lot
No. 35 in the J.O.
Thompson Estate Addi
tion to the Borough of
Berwick.

BEING the same premises
conveyed to Gary L. Kar
chner and Anna Mae
Karchner, his wife, by
deed of Collins Lyle Doty
and Marjorie Mae Doty,
his wife, dated April 11,

in accordance with the
schedule, unless excep
tions are filed thereto
within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
United Penn Bank vs.
Gary L. Karchner and
Anna Mae Karchner, his
wife.

Victor B Vandling
Sheriff of
Columbia County
Hourigan, Kluger,
Spohrer and Quinn
700 United Penn
Bank Building
Wilkes-Barre Pa 18701

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000814

344 MARKET ST. BERWICK, PA. 18603

DATE October 6, 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 - November 17, 1983 property located at 530 East
8th Street., Berwick, Pa. owned by Gary Karchner. The Sewer
bill is as follows:

# 19,102	JUL, AUG, SEP 1983	\$ 30.00
	OCT, NOV 1983	+ 8.00
		<u>\$ 38.00</u>

Please make check payable to BOROUGH OF BERWICK along with the
new owners name and address and the date of the transfer

Christopher Klinger
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID

PAID BY CHECK NO.

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire ATTORNEY FOR PLAINTIFF

Identification No. 21189

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
	)	OF COLUMBIA COUNTY
<u>Plaintiff,</u>)	
	)	CIVIL ACTION--LAW
vs.	)	IN MORTGAGE FORECLOSURE
)	
GARY L. KARCHNER and)	
ANNA MAE KARCHNER, his wife,)	
)	
<u>Defendants.</u>	)	No. 807 of 1983

INSTRUCTIONS TO SHERIFF
FOR NOTICE TO COMMONWEALTH

TO: SHERIFF OF COLUMBIA COUNTY

At least twenty (20) days prior to the scheduled date of Sheriff's Sale with respect to the above-captioned execution, please notify the Commonwealth of Pennsylvania of the scheduled Sheriff's Sale, since the Commonwealth of Pennsylvania has a lien against the property, which lien is subordinate to the mortgage of Plaintiff; Department of Public Welfare v. Gary L. Karchner

and Anna M. Karchner, No. 435 of 1982, filed April 15, 1982,
in the amount of Two Thousand and 00/100 (\$2,000.00) Dollars.

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

By:


Paula F. Garrety, Esq.



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

October 6, 1983

Hourigan, Kluger, Spahrer & Quinn
Law Offices
United Penn Bank Building
Wilkes-Barre, Pa. 18701

RE: UPB vs KARCHNER, Gary & Anna Mae
NO: 71 of 1983 E.D.

Dear Ms. Garrety,

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

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

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

Any questions in the matter should be directed to the undersigned.

Very truly yours,

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



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

VS

Gary L & Anna Mae Karchner

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. 71 of 1983ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 7, 1983 at 7:45 AM. _____, posted a copy of the
SHERIFF'S SALE bill on the property of Gary L and Anna Mae Karchner
530 East 8th St., Berwick, Penna. 18603

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

So Answers:

John J O'Brien
Deputy Sheriff

For:

Victor B Vandling

Victor B. Bandling
Sheriff, Col. Co.

Sworn and subscribed before me this
7th day of October 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

United Penn Bank
VS

Gary L Karchner and Anna Mae Karchner

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. 71 of 1983ED

WRIT OF EXECUTION

SERVICE ON Gary L Karchner

ON October 5, 1983 at 7:00 PM., 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,

Gary L Karchner at 1101 Freas Ave, Berwick, Penna.

by John J O'Brien

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

So Answers:

John J O'Brien
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 6th day of October
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank
VS

Gary L Karchner and Anna Mae Karchner

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. 71 of 1983 ED

WRIT OF EXECUTION

SERVICE ON Anna Mae Karchner

ON October 5, 1983 at 7:00 PM., 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,

Anna Mae Karchner at 1101 Freas Ave., Berwick, Penna.

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 6th day of October
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction along the northerly line of East Seventh Street, a distance of forty-nine and one-half (49-1/2) feet to the corner of Lot No. 37;

THENCE in a northerly direction along line of Lot No. 37, a distance of one hundred sixty-five (165) feet to the southerly line of East Eighth Street;

THENCE in a westerly direction along said street a distance of forty-nine and one-half (49-1/2) feet to Lot No. 33, the place of beginning.

This description is intended to cover Lot No. 35 in the J.D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his wife, by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1965, and recorded in Columbia County Deed Book 231, at page 615.

KNOWN as: 530 East Eighth Street, Berwick, Columbia County, Pennsylvania, 18603.

IMPROVED with: A residential dwelling.

TAX PLATE NO.: 04.1-9-102.

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

By virtue 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 Court Room No. _____, Columbia County Courthouse, in Bloomsburg, Columbia County, Pennsylvania, on _____, the _____ day of _____, 1983, at _____ o'clock, _____.M., all the right, title and interest of the Defendants in and to:

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction along the northerly line of East Seventh Street, a distance of forty-nine and one-half (49-1/2) feet to the corner of Lot No. 37;

THENCE in a northerly direction along line of Lot No. 37, a distance of one hundred sixty-five (165) feet to the southerly line of East Eighth Street;

THENCE in a westerly direction along said street a distance of forty-nine and one-half (49-1/2) feet to Lot No. 33, the place of beginning.

This description is intended to cover Lot No. 35 in the J.D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his wife, by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1965, and recorded in Columbia County Deed Book 231, at page 615.

KNOWN as: 530 East Eighth Street, Berwick, Columbia County, Pennsylvania, 18603.

IMPROVED with: A residential dwelling.

TAX PLATE NO.: 04.1-9-102.

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 v. Gary L. Karchner and Anna Mae Karchner, his wife.

SHERIFF OF COLUMBIA COUNTY

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

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution, No. 71 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in **the Sheriff's Office**, Columbia County Courthouse, in ^{The Town of} Bloomsburg, Columbia County, Pennsylvania, on Thursday, the 17th day of November, 1983, at 10:00 o'clock, A.M., all the right, title and interest of the Defendants in and to:

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

BEGINNING on Eighth Street, east of Walnut Street, at the corner of Lot No. 33;

THENCE in a southerly direction, a distance of one hundred sixty-five (165) feet to East Seventh Street;

THENCE in an easterly direction along the northerly line of East Seventh Street, a distance of forty-nine and one-half (49-1/2) feet to the corner of Lot No. 37;

THENCE in a northerly direction along line of Lot No. 37, a distance of one hundred sixty-five (165) feet to the southerly line of East Eighth Street;

THENCE in a westerly direction along said street a distance of forty-nine and one-half (49-1/2) feet to Lot No. 33, the place of beginning.

This description is intended to cover Lot No. 35 in the J.D. Thompson Estate Addition to the Borough of Berwick.

BEING the same premises conveyed to Gary L. Karchner and Anna Mae Karchner, his wife, by deed of Collins Lyle Doty and Marjorie Mae Doty, his wife, dated April 11, 1965, and recorded in Columbia County Deed Book 231, at page 615.

KNOWN as: 530 East Eighth Street, Berwick, Columbia County, Pennsylvania, 18603.

Copies to: HENRIE PRINTING 9/21
PE, Legal Ads, Wed., Oct 26, Nov 2 & 9, 1983. Affidavit requested
Connie Gingham, Tax Col., Berwick.
Chris (Bwk. Boro) Sewerage Statement.

IMPROVED with: A residential dwelling.

TAX PLATE NO.: 04.1-9-102.

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 v. Gary L. Karchner and Anna Mae Karchner, his wife.

Victor B Vandenberg
SHERIFF OF COLUMBIA COUNTY

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