



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

June 1, 1984

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

RE: United Penn Bank  
vs  
John Switzer and Linda R.  
Switzer, his wife  
NO: 78 of 1983 E.D.

Dear Ms. Garrety,

On October 17, 1983 the captioned matter was filed with this department. Advance cost monies of \$500.00 was attached.

On December 8, 1983 SHERIFF'S SALE was scheduled to be held. However Plaintiff requested continuance to January 19, 1984.

On January 12, 1984 we received your memo requesting this matter be STAYED since this matter comes within the provisions of Act No. 91 of 1983, the Homeowners Emergency Mortgage Relief Act.

Costs amounting to \$102.89 (docket, levy, service, mileage, advertising preparation, posting, IRS notification, etc.) plus \$37.25 to Henrie Printing (sale bills) and \$147.53 to Press-Enterprise, Inc. (legal ads) have been incurred. Total \$287.67.

Enclosed check made payable to you in the amount of \$212.33 is being refunded from advance cost deposit monies rather than continue to be "held" by this office.

Further action, if and when desired, will necessitate another advance cost deposit.

Very truly yours,

  
A. J. Zale, for

Victor B. Vandling, Sheriff

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

RETIRED

ANDREW HOURIGAN, JR.

FALVELLO LAW OFFICE BUILDING

CONYNGHAM-DRUMS ROAD

BOX A 103

H. D. I. SUGARLOAF, PA 18249

(717) 788-4191

ALLAN M. KLUGER  
GEORGE A. SPOHRER  
JOSEPH A. QUINN, JR.  
RICHARD M. GOLDBERG  
ARTHUR L. PICCONE  
ANTHONY C. FALVELLO  
JOSEPH P. MELLODY, JR.  
WILLIAM F. ANZALONE  
CONRAD A. FALVELLO  
DAVID W. SABA  
NEIL L. CONWAY  
CHESTER F. DUDICK, JR.  
JOHN P. SANDERSON  
JOSEPH A. LACH  
RONALD P. SWEEDA  
RONALD V. SANTORA  
GLENN G. YANIK  
PAULA F. GARRETY  
JORDAN H. PECILE  
THOMAS B. HELBIG

January 11, 1984

Mr. A.J. Zale, Chief Deputy  
SHERIFF OF COLUMBIA COUNTY  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815

RE: United Penn Bank v. Switzer

Dear Mr. Zale:

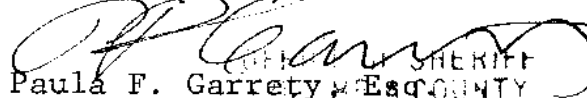
This will confirm our phone conversation of Tuesday, January 10, with respect to the Sheriff's Sale in the above-captioned matter scheduled for Thursday, January 19, 1984.

Since it appears that the mortgagors are living on the premises which is the subject of this sale, this matter comes within the provisions of Act No. 91 of 1983, the Homeowners Emergency Mortgage Relief Act. In accordance with the provisions of that Act, this matter will have to be stayed and I will notify you as soon as we can reschedule this Sale.

Thank you for your attention to this matter.

Very truly yours,

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

  
Paula F. Garrety, Esq. COUNTY SHERIFF

PFG/kg

cc: R.G. Rohrbach, Jr.

JAN 12 1984

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
	)	IN MORTGAGE FORECLOSURE
JOHN SWITZER and	)	
LINDA R. SWITZER, his wife,	)	
	)	No. 772 J.D. of 1983
<u>Defendant.</u>	)	No. 78 E.D. of 1983

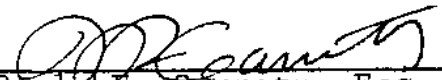
NOTICE OF  
CONTINUANCE OF SHERIFF'S SALE

TO: SHERIFF OF COLUMBIA COUNTY

Please continue the above-captioned Sheriff's Sale,  
originally scheduled for Thursday, December 8, 1983, at 10:00  
a.m., to the date certain, Thursday, January 19, 1984, at 10:00  
a.m., in the Office of the Sheriff of Columbia County, Columbia  
County Courthouse, Bloomsburg, Pennsylvania.

Please announce the continuance of the Sale and post  
this Notice with the original Notice of the Sale.

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

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



OFFICE OF  
**SHERIFF OF COLUMBIA COUNTY**

COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

~~JOHN J. O'BRIEN, Sheriff~~  
TELEPHONE: 717-784-1991

**A. J. ZALE, Chief Deputy**

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

January 11, 1984

Carlo Gonnella  
Internal Revenue Service  
Special Procedures Staff  
P. O. Box 12051  
Philadelphia, Pa. 19105

RE: United Penn Bank  
vs  
John Switzer and Linda R.  
Switzer, his wife  
NO: 78 of 1983 E.D.

Dear Mr. Gonnella,

Thank you for the copy of the requested information on  
the Discharge of Liens.

Enclosed is a copy of the Mortgage of the property  
scheduled for Sheriff's Sale on Thursday, January 19, 1984, i.e., that  
which you were so notified by CERTIFIED MAIL dated December 14, 1983.

However with the passage of House Bill 500 (Act 91 of  
1983) a Temporary STAY applies to this residence. Counsel for the Plain-  
tiff agreed and requested STAY ..., pending the development of program  
guidelines, the sending of notices, counseling and possible application  
for assistance to this agency (Pennsylvania Housing Finance Agency). \*\*\*

Notification will be provided to you upon request  
from Plaintiff to schedule defendants property for sale again.

\*\*\* Effective date 12/23/83

Very truly yours,

  
A. J. Zale

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

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MARY LOUISE FABER  
JOHN P. SANDERSON  
JOSEPH A. LACH  
RONALD P. SWEEDA  
RONALD V. SANTORA  
GLENN G. YANIK  
PAULA F. GARRETY  
JORDAN H. PECILE

December 8, 1983

Mr. A.J. Zale, Chief Deputy  
SHERIFF OF COLUMBIA COUNTY  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815

RE: United Penn Bank v. Switzer

Dear Al:

Please post the enclosed Notice of continuance of the Sheriff's Sale to January 19, 1984, with respect to the above-captioned action.

Also, please send the enclosed Notice of that Sheriff's Sale to the I.R.S. at the addresses provided in the Notice. This Notice should be mailed to each of the offices by certified mail.

If you have any questions, please feel free to call.

Very truly yours,

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

*Paula F. Garrety*  
Paula F. Garrety, Esq.

PFG/kg

Enclosure

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

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UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
<u>Plaintiff,</u>	)	OF COLUMBIA COUNTY
	)	
vs.	)	CIVIL ACTION--LAW
	)	IN MORTGAGE FORECLOSURE
JOHN SWITZER and	)	
LINDA R. SWITZER, his wife,	)	
	)	No. 772 J.D. of 1983
<u>Defendant.</u>	)	No. 78 E.D. of 1983

NOTICE OF  
CONTINUANCE OF SHERIFF'S SALE

TO: SHERIFF OF COLUMBIA COUNTY

Please continue the above-captioned Sheriff's Sale,  
originally scheduled for Thursday, December 8, 1983, at 10:00  
a.m., to the date certain, Thursday, January 19, 1984, at 10:00  
a.m., in the Office of the Sheriff of Columbia County, Columbia  
County Courthouse, Bloomsburg, Pennsylvania.

Please announce the continuance of the Sale and post  
this Notice with the original Notice of the Sale.

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

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



N O T I C E

TO: UNITED STATES OF AMERICA  
INTERNAL REVENUE SERVICE  
20 North Pennsylvania Avenue  
Wilkes-Barre, Pennsylvania 18701

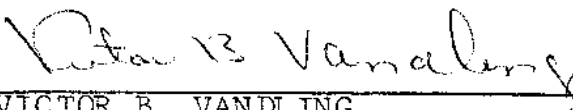
UNITED STATES OF AMERICA  
INTERNAL REVENUE SERVICE  
Constitution Avenue  
Washington, D.C. 20224

Gentlemen:

Please take note that property owned by JOHN SWITZER and LINDA SWITZER, and located at 209 East 11th Street in Berwick, Columbia County, Pennsylvania, will be sold at Sheriff's Sale on Thursday, January 19, 1984, at 10:00 o'clock, a.m., in the Office of the Sheriff of Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania.

This Judicial Sale is being held pursuant to a foreclosure on a Mortgage held by United Penn Bank which mortgage is dated December 30, 1965, and recorded in Columbia County Mortgage Book 142, at page 629.

The United States has a lien against John E. Switzer, Jr. and Eileen J. Switzer, his wife, which lien was filed to No. 728 of 1983, in the Office of the Prothonotary of Columbia County, Pennsylvania. Address of the taxpayer is: 209 East 11th Street, Berwick, Columbia County, Pennsylvania, 18603.

  
VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY

DATED: 9 December 1983



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

VS

John Switzer and Linda R. Switzer

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. 78 of 1983 ED.

WRIT OF EXECUTION

SERVICE ON Posting of Property

ON October 31, 1983 at 5:45PM. Posted       , 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,  
John Switzer and Linda R Switzer at 209 East 11th St., Berwick, Penna. 18603

       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 1st day of November  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

UNITED PENN BANK  
VS  
JOHN SWITZER & LINDA R.  
SWITZER, his wife


A. J. Zale  
~~RAYMOND VACHINOWSKI, JR.~~  
CHIEF DEPUTY  
JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

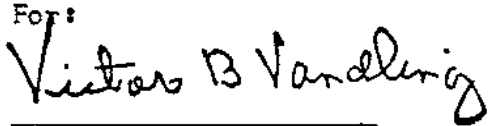
IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 78 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON LINDA R. SWITZER

On November 1, 1983, sent 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 to Linda R. Switzer, 209 E. 11th St., Berwick, Pa.  
by Certified Mail, Return Receipt Requested No.  
P 307 193 929. Said Linda R. Switzer FAILED TO ~~received~~  
~~CLAIM SAID MAIL as~~ per signature of ~~REASON CHECKED BY~~  
U S POSTAL SERVICE. ~~on Return Receipt Check attached to this~~  
~~Make part of this return receipt for Certified Mail No. P 307 193 929~~  
is attached.

So Answers:

  
A. J. Zale  
Chief Deputy Sheriff

For:  
  
Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 23rd day of November 1983.

Frederick J. Peterson,  
Prothonotary, Columbia County, Penna.



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

UNITED PENN BANK  
VS  
JOHN SWITZER & LINDA R.  
SWITZER, his wife

A. J. Zale

~~KAYMOND VICHIMOWSKI, JR.~~

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. 78 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON JOHN SWITZER

On November 1, 1983, sent 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 to JOHN SWITZER, 209 E. 11th St., Berwick, Pa.  
by Certified Mail, Return Receipt Requested No.  
P 307 193 928. Said John Switzer, FAILED TO CLAIM ~~xxxxxx~~  
~~xxxxxx~~ SAID MAIL as per ~~signature of~~ REASON CHECKED BY  
U S POSTAL SERVICE. ~~xxxx Return Receipt Card attached xxxxxx~~  
~~xxxx part of this return receipt for~~ Certified Mail No. P 307 193 928  
is attached.

So Answers:

*A. J. Zale*

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 23rd day of November 1983.

Frederick J. Peterson,  
Prothonotary, Columbia County, Penna.

7/6/83

## SHERIFF'S SALE

## COST SHEET

United Penn Bank

VS

Switzer, John + Linda

THURSDAY, December 8, 1983

NO. 78 of 1983 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal

\$ 4,259.60

Insurance

Interest from \_\_\_\_\_ to Sep 6

54.37

Real Estate Tax

Interest from 9-6 to 1-7

52.08

93 days @ \$.56 per day

Attorneys' Fee

Total ... \$ 4,366.05 \$ 4,366.05

## INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00

Pro. Pd.

35.50

Shff. V.

37.15

Judg. Fee

9.00

Atty. Fee

Satisfaction

Total ... \$ 96.65 \$ 96.65  
4,462.70

## SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

10.00

Postage

3.44

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

20.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

40.60

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing &amp; registering)

20.00

Solicitor's fee

3.10

Postage (IRS Notification)

Total... \$ 122.89 \$ 122.89

Press-Enterprise

\$ 147.53

Henrie Printing

37.25

Total ... \$ 184.78 \$ 184.78

Prothonotary - List of Liens

\$ 10.00

Deed

5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Total ... \$ 18.50 \$ 18.50

Deed, Search, etc.

## REAL ESTATE TAXES:

Borough/Twp. &amp; County Taxes, 1983

\$ 107.14

School Taxes, District Berwick, 1983

228.48

Delinquent Taxes, 1982, 19, 19, TOTAL AMOUNT

328.36

Total ... \$ 663.98 \$ 663.98

## SEWERAGE RENT DUE:

Municipality Berwick for 19

\$ 552.60

TOTAL TAXES &amp; COSTS ----- \$ 1557.75

BUYER: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ 22.70

DEED IN NAME OF: \_\_\_\_\_

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III ..... being duly  
and says that Press-Enterprise is a newspaper of general circ  
and place of business at 3185 Lackawanna Avenue, Bloomsburg  
of Pennsylvania, and was established on the 1st day of March  
daily (except Sundays and Legal Holidays) continuously in said  
the date of its establishment; that hereto attached is a  
advertisement in the above entitled proceeding which appeared  
on ..... Nov. 16, 23, 30 .....  
exactly as printed and published; that the affiant is one of the  
newspaper in which local ad

**SHERIFF'S SALE**  
By virtue of a Writ of  
Execution No. 78 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., Dec 8, 1983

at 10:00 o'clock a.m.  
all the right, title and  
interest of the Defend-  
ants in and to:

ALL THAT CERTAIN piece  
or parcel of land situate  
on Eleventh Street  
between Pine and Chest-  
nut Streets in the Bor-  
ough of Berwick, County  
of Columbia and State of  
Pennsylvania, bounded  
and described as fol-

lows, to-wit:  
BEGINNING on Eleventh  
Street at the corner of  
Lot No. 32; THENCE  
along the same  
Hundred Thir-  
feet to -  
THENCE

aw deposes  
cipal office  
and State  
published  
state since  
notice or  
newspaper  
19 83

rs said

Switzer Sheriff Sale  
\$147.53

December 5, 1983  
\$ 147.53  
DOLLARS

**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

Press-Enterprise, Inc.  
One Hundred Forty Seven and 53/100

Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

PAY TO THE ORDER OF  
FOR UP BANK vs Switzer  
No. 76 of 1983 E.D.

Victor B. Vandling  
572m 8 10 01 05

all sales  
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 excep-  
tions are filed thereto  
within ten (10) days  
thereafter.

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

John Switzer and Linda  
R. Switzer, his wife.  
Victor B Vandling  
Sheriff of  
Columbia County  
Hourigan, Kluger,  
Spohrer and Quinn  
700 United Penn  
Bank Building  
Berwick Pa 18701

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly  
and says that Press-Enterprise is a newspaper of general circ  
and place of business at 3185 Lackawanna Avenue, Bloomsburg  
of Pennsylvania, and was established on the 1st day of March  
daily (except Sundays and Legal Holidays) continuously in sai  
the date of its establishment; that hereto attached is a  
advertisement in the above entitled proceeding which appeared  
on ..... Nov. 16, 23, 30  
exactly as printed and published; that the affiant is one of the  
newspaper in which legal advertisement or notice was publishe  
Press-Enterprise are interested in the subject matter of said  
that all of the allegations in the foregoing statement as to  
publication are true.

Sworn and subscribed to before me this ..... day of ..

And now, ..... 19 ....., I hereby certify that th  
charges amounting to \$ ..... for publishing the foregoir  
affidavit have been paid in full.

**SHERIFF'S SALE**

By virtue of a Writ of  
Execution No. 78 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., Dec 8, 1983

at 10:00 o'clock a.m.

all the right, title and  
interest of the Defend-  
ants in and to:

ALL THAT CERTAIN piece  
or parcel of land situate  
on Eleventh Street  
between Pine and Chest-  
nut Streets in the Bor-  
ough of Berwick, County  
of Columbia and State of  
Pennsylvania, bounded  
and described as fol-  
lows, to-wit:

BEGINNING on Eleventh  
Street at the corner of  
Lot No. 32; THENCE  
along the same One  
Hundred Thirty-Two (132)  
feet to a one rod alley;  
THENCE along said alley,  
Forty-Nine and One-Half  
(49½) feet to Lot No. 34;  
THENCE along the same,  
One Hundred Thirty-Two  
(132) feet to Eleventh  
Street; THENCE along the  
same Forty-Nine and

ONE rod to the same premises  
conveyed to John E.  
Switzer, Jr. and Linda R.  
Switzer, his wife, by  
deed of Arthur M.  
Boone, et ux, dated  
December 30, 1965, and  
recorded in Columbia  
County Deed Book 230,  
at page 737.

KNOWN AS: 209 East 11th  
Street, Berwick, Pa.  
18603.

IMPROVED WITH: A Resi-  
dential Dwelling.

My TAX PLATE NO.: 04.1-03-  
80.

MAI NOTICE IS HEREBY GIVEN  
BL to all claimants and parties  
MY Co in interest, that the  
Member 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 excep-  
tions are filed thereto  
within ten (10) days  
thereafter.

SEIZED AND TAKEN into  
execution at the suit of  
United Penn Bank vs.  
John Switzer and Linda  
R. Switzer, his wife.  
Victor B Vandling  
Sheriff of  
Columbia County  
Hourigan, Kluger  
Spohrer and Quinn  
700 United Penn  
Bank Building  
Wilkes-Barre Pa 18701

aw deposes  
cipal office  
a and State  
published  
State since  
notice or  
newspaper  
..., 19 83  
ers of said  
affiant nor  
ment, and  
aracter of

C  
85  
aries

ublication  
se for this

*all of these have been paid*

**BERWICK BOROUGH**  
**MAKE CHECKS PAYABLE TO:**  
**CONNIE C. GINGHER**  
**114 MULBERRY ST.**  
**BERWICK, PA. 18603**

**HOURS: WED 9:00 TO 12:00 MON,**  
**TUE, THUR & FRI 9 TO 5**  
**FRI 9 TO 8 DURING DISCOUNT**  
**PHONE 752-7442 ONLY**

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

**M A I L**  
**SWITZER, JOHN E JR & EILEEN J**  
**209 E 11TH STREET**  
**BERWICK, PA 18603**

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

FOR COLUMBIA COUNTY		DATE	BILL NO.
DESCRIPTION	ASSESSMENT	AMOUNT	INCL. PENALTY
COUNTY R.E.	2500	46.08	50.69
TWP/BORO R.E.		53.76	56.45
PENALTY AT PROPERTY DESCRIPTION			
COUNTY 10% TWP/BORO 5%			
ACCT NO. 13482			
PARCEL 04.1-3-80			
209 E 11TH ST LOT 33			
L-49.5X132			
BUILDINGS			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL		2,560	

FOR COLUMBIA COUNTY		DATE	BILL NO.
DESCRIPTION	ASSESSMENT	AMOUNT	INCL. PENALTY
COUNTY R.E.	2500	46.08	50.69
TWP/BORO R.E.		53.76	56.45
PENALTY AT PROPERTY DESCRIPTION			
COUNTY 10% TWP/BORO 5%			
ACCT NO. 13482			
PARCEL 04.1-3-80			
209 E 11TH ST LOT 33			
L-49.5X132			
BUILDINGS			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL		2,560	

**BERWICK BOROUGH**  
**MAKE CHECKS PAYABLE TO:**  
**CONNIE C. GINGHER**  
**114 MULBERRY ST.**  
**BERWICK, PA. 18603**

**HOURS: WED 9:00 TO 12:00 MON,**  
**TUE, THUR & FRI 9 TO 5**  
**FRI 9 TO 8 DURING DISCOUNT**  
**PHONE 752-7442 ONLY**

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

**M A I L**  
**SWITZER, JOHN E JR & EILEEN J**  
**209 E 11TH STREET**  
**BERWICK, PA 18603**

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

FOR BERWICK AREA SCHOOL DISTRICT		DATE	BILL NO.
DESCRIPTION	ASSESSMENT	AMOUNT	INCL. PENALTY
SCHOOL R.E.	2500	217.60	220.48
PENALTY AT PROPERTY DESCRIPTION			
SCHOOL 5%			
ACCT NO. 13482			
PARCEL 04.1-3-80			
209 E 11TH ST LOT 33			
L-49.5X132			
BUILDINGS			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL		2,560	

FOR BERWICK AREA SCHOOL DISTRICT		DATE	BILL NO.
DESCRIPTION	ASSESSMENT	AMOUNT	INCL. PENALTY
SCHOOL R.E.	2500	217.60	220.48
PENALTY AT PROPERTY DESCRIPTION			
SCHOOL 5%			
ACCT NO. 13482			
PARCEL 04.1-3-80			
209 E 11TH ST LOT 33			
L-49.5X132			
BUILDINGS			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL		2,560	



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

UNITED PENN BANK,

Plaintiff,

vs.

JOHN SWITZER and

LINDA R. SWITZER, his wife,

Defendants.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 772 Term 1983 J.D.

No. 78 Term 1983 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):

ALL THAT CERTAIN piece or parcel of land situate on Eleventh Street between Pine and Chestnut Streets in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; THENCE along the same One Hundred Thirty-Two (132) feet to a one rod alley; THENCE along said alley, Forty-Nine and One-Half (49-1/2) feet to Lot No. 34; THENCE along the same, One Hundred Thirty-Two (132) feet to Eleventh Street; THENCE along the same, Forty-Nine and One-Half (49-1/2) feet to the place of beginning. BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated December 30, 1965, and recorded in Columbia County Deed Book 230, at page 737.

KNOWN AS: 209 East 11th Street, Berwick, PA 18603.

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.

Amount Due Incl. Atty. Comm. (10%) \$ 4,259.60

Interest from Sept. 6, 1983 \$ 54.37

TOTAL

\$ 4,313.97 Plus costs & Interest from 9/6/83  
at \$.56 per day.

as endorsed.

Dated 10-17-83

(SEAL)

*[Signature]*  
Prothonotary, Court of Common Pleas of  
Columbia County, Pennsylvania

By: \_\_\_\_\_ Deputy

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
JOHN SWITZER and	)	IN MORTGAGE FORECLOSURE
LINDA R. SWITZER, his wife,	)	
<u>Defendant.</u>	)	No. 772 J.D. of 1983
	)	No. <u>78</u> E.D. of 1983

NOTICE OF  
SHERIFF'S SALE OF REAL ESTATE

TO: JOHN SWITZER and LINDA R. SWITZER, 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 <sup>the Sheriff's Office</sup> ~~Not at the Sheriff's Office~~ \_\_\_\_\_, Columbia County Courthouse,  
Bloomsburg, Columbia County, Pennsylvania, on Thursday \_\_\_\_\_, the

8th day of December, 19 83, 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 or parcel of land situate on Eleventh Street between Pine and Chestnut Streets in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; THENCE along the same One Hundred Thirty-Two (132) feet to a one rod alley; THENCE along said alley, Forty-Nine and One-Half (49-1/2) feet to Lot No. 34; THENCE along the same, One Hundred Thirty-Two (132) feet to Eleventh Street; THENCE along the same, Forty-Nine and One-Half (49-1/2) feet to the place of beginning. BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated December 30, 1965, and recorded in Columbia County Deed Book 230, at page 737. KNOWN AS: 209 East 11th Street, Berwick, PA 18603.

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.

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  
 )  
 ) Plaintiff, ) OF COLUMBIA COUNTY  
 )  
 )  
 ) vs. ) CIVIL ACTION--LAW  
 ) IN MORTGAGE FORECLOSURE  
 )  
 )  
 ) JOHN SWITZER and )  
 ) LINDA R. SWITZER, his wife, )  
 )  
 )  
 ) Defendant. ) No. 772 J.D. of 1983

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA) ) SS:  
COUNTY OF LUZERNE )

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, John Switzer and Linda R. Switzer, his wife, is as follows: 209 East 11th Street, Berwick, Columbia County, Pennsylvania, 18603.

Sworn to and subscribed  
before me this 13<sup>d</sup> day  
of October, 1983.

PAULA F. GARRETY, ESQUIRE

*Harmon T. Galluch*  
NOTARY PUBLIC  
NOTARY PUBLIC

My Commission Expires February 15, 1986

AFFIDAVIT OF  
NON-MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA) SS:  
COUNTY OF LUZERNE)

PAULA F. GARRETY, ESQUIRE, being duly sworn according to law, does depose and say that she did, upon request of UNITED PENN BANK, investigate the status of JOHN SWITZER and LINDA R. SWITZER, h/w, with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that she made such investigation personally; and your affiant avers that JOHN SWITZER and LINDA SWITZER ~~is~~/are not now, nor ~~was~~/were ~~he~~/they, within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

  
PAULA F. GARRETY, ESQ.

Sworn to and subscribed  
before me this 13<sup>d</sup> day  
of October, 1983.

Kenneth L. Gallo  
NOTARY PUBLIC

NOTARY PUBLIC  
Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires February 15, 1986

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
	)	IN MORTGAGE FORECLOSURE
JOHN SWITZER and	)	
LINDA R. SWITZER, his wife,	)	
	)	
<u>Defendant.</u>	)	No. 772 J.D. of 1983
	)	No. <u>78</u> E.D. of 1983

WAIVER OF WATCHMAN

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.

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

By:

  
Paula F. Garrety, Esq.  
Attorney for Plaintiff

Dated: October 13, 1983

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

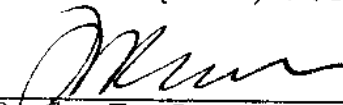
UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
<u>Plaintiff,</u>	)	OF COLUMBIA COUNTY
vs.	)	
	)	CIVIL ACTION--LAW
JOHN SWITZER and	)	IN MORTGAGE FORECLOSURE
LINDA R. SWITZER, his wife,	)	
<u>Defendant.</u>	)	No. 772 J.D. of 1983
	)	No. <u>78</u> E.D. of 1983

WAIVER OF INSURANCE

AND NOW, this 13th day of October , 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



John Switzer & Linda R. Switzer  
vs.

M Sheriff

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

# LIST OF LIENS

## VERSUS

JOHN SWITZER and LINDA R. SWITZER

Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare	No. 1579 of	Term, 1978
	Real Debt	\$ 2,000.00
	Interest from	
	Commission	
	Costs	
	Judgment entered	
	Date of Lien	August 31, 1978
	Nature of Lien	Suggestion of Non Payment

Dept. of Public Welfare	No. 1844 of	Term, 1980
	Real Debt	\$ 2,000.00
	Interest from	
	Commission	
	Costs	
	Judgment entered	
	Date of Lien	December 4, 1980
	Nature of Lien	Suggestion of Non Payment

Dept. of Public Welfare	No. 859 of	Term, 1982
	Real Debt	\$ 2,000.00
	Interest from	
	Commission	
	Costs	
	Judgment entered	
	Date of Lien	July 22, 1982
	Nature of Lien	Suggestion of Non Payment

Dept. of Public Welfare	No. 689 of	Term, 1983
	Real Debt	\$ 2,000.00
	Interest from	
	Commission	
	Costs	
	Judgment entered	
	Date of Lien	June 23, 1983
	Nature of Lien	Suggestion of Non Payment

U.S.A.	No. 728 of	Term, 1983
	Real Debt	\$ 2,654.51
	Interest from	
	Commission	
	Costs	
	Judgment entered	
	Date of Lien	July 5, 1983
	Nature of Lien	Federal Tax Lien

# LIST OF LIENS

## VERSUS

JOHN SWITZER and LINDA R. SWITZER

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn Bank

versus

John & Linda R. Switzer

No. 772 of Term, 1983  
Real Debt ||\$ 4,313.97  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien October 14, 1983  
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

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 X. Borchers~~, 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 John Switzer and Linda R. Switzer, his wife.

and find as follows:

See Photostatic copy attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and seal of office this 1st day of December A.D., 1983

*Beverly J. Michael* ACTING  
RECORDER

## MORTGAGE

THIS INDENTURE, made and entered into this 30th day of December, 1965,  
by and between JOHN E. SWITZER, JR. and LINDA R. SWITZER, His Wife,  
(hereinafter  
whether one or more, with the heirs, executors, administrators, and assigns, called the Mortgagor), and  
MINERS NATIONAL BANK OF WILKES-BARRE, PENNSYLVANIA,  
(hereinafter  
and existing under the laws of Commonwealth of Pennsylvania  
and having its principal office and post office address in Wilkes-Barre, Pennsylvania  
(hereinafter with its successors and assigns called the Mortgagee),  
a corporation organized

WITNESSETH, that to secure the payment of EIGHT THOUSAND SIX HUNDRED -----  
----- Dollars (\$8,600.00), with interest from date, at the rate  
of five and one-quarter per centum (5 1/4%) per annum on the unpaid balance until paid, as  
provided in a note of even date herewith, said principal and interest being payable at the office of  
Miners National Bank of Wilkes-Barre, Farmers National Office in  
Bloomsburg, Pennsylvania, or at such other place as the holder may designate, in writing,  
in monthly installments of FIFTY-ONE and 60/100 ----- Dollars (\$1.60),  
commencing on the first day of February, 1966, and on the first day of each month  
thereafter until the principal and interest are fully paid, except that the final payment of principal and  
interest, if not sooner paid, shall be due and payable on the first day of January, 1971,  
and also to secure the performance of all covenants and agreements herein contained, does by  
these presents bargain, sell, give, grant, and convey to the Mortgagee, ALL the following-described real  
estate situate in the Borough of Berwick, County of Columbia,  
and Commonwealth of Pennsylvania; to wit:

ALL THAT CERTAIN piece or parcel of land situate on Eleventh Street  
between Pine and Chestnut Streets in the Borough of Berwick aforesaid,  
bounded and described as follows, to-wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; thence  
along the same, 132 feet to a one rod alley; thence along said alley,  
49-1/2 feet to Lot No. 34; thence along the same, 132 feet to Eleventh  
Street; thence along the same, 49-1/2 feet to the place of beginning.  
Being Lot No. 33 of Richard Thompson's Addition to Berwick.

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:

THIS INDENTURE IS MADE, however, subject to the following covenants, conditions, and agreements and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and, provided further, that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Mortgagee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Mortgagee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this mortgage and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing Commissioner, as follows:

- (I) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Federal Housing Commissioner pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Federal Housing Commissioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth ( $\frac{1}{12}$ ) of one-half ( $\frac{1}{2}$ ) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Federal Housing Commissioner, as monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;
- (III) charges on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note

secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the premises covered hereby, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee 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 Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. 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.

6. That the Mortgagor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and that he will promptly deliver the official receipts therefor to the Mortgagee, and in default thereof the Mortgagee shall have the right to pay same. The Mortgagee shall have the right to make any payment which the Mortgagor should have made, and the Mortgagee may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs, paid by the Mortgagee pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when such sums are paid.

7. That so long as this mortgage and said note secured hereby are insured under the provisions of the National Housing Act, or held by the Federal Housing Commissioner, the Mortgagor will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

8. That if the Mortgagor shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Mortgagee, such repairs may be made at the expense of the Mortgagor, and the cost thereof, with interest at the same rate as the principal debt shall be added to and made a part of the principal debt secured hereby.

9. That if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said note, or if a Writ of Seire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz: Ten per centum (10%) 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 him 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.

10. That should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the time from the date of the mortgage, declining to insure said mortgage and note, being deemed conclusive proof of such ineligibility), the holder of the aforesaid mortgage and note, its successors or assigns may, at its option, declare the mortgage and note in default and all sums secured hereby immediately due and payable.

AND PROVIDED ALSO, that when 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 any installment of principal and interest, or any monthly payment hereinabove provided for, or in the keeping and performance by the Mortgagor of any of the terms, conditions or covenants of the mortgage or the note secured hereby, it shall and may be lawful for said Mortgagee forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Seire Facias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding.

The Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner, or to reduce the amount of the note 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 note or upon this mortgage.

BUT PROVIDED ALWAYS, that if said Mortgagor does pay or cause to be paid to the said Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned together with interest and all sums advanced for payment of any ground rents, taxes, water rents, amounts due under any prior lien, charges, claims or insurance premiums as aforesaid, this Indenture, and the estate hereby granted shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said Mortgagor (s) to these Presents has hereunto set hand (s) and seal (s).

Dated the day and year first hereinabove written.

Signed, Sealed, and Delivered in the Presence of -

*[Signature]*

*John E. Switzer, Jr.*

[SEAL]

*Linda R. Switzer*

[SEAL]

[SEAL]

### CERTIFICATE OF RESIDENCE

I, HERVEY B. SMITH

, do hereby

certify that the correct address of the within-named Mortgagee is 18 West Market Street, Wilkes-Barre, Pennsylvania.

Witness my hand this

30th

day of

December

1965.

*Hervey B. Smith*

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF COLUMBIA

On this 30th

day of

December

, A.D. 1965, before me, A Notary

Public,

came the above-named John E. Switzer, Jr. and Linda R. Switzer

and acknowledged the within indenture of Mortgage to be their  
the same to be recorded as such.

act and deed, and declared

WITNESS my hand and seal, the day and year aforesaid.

*[Signature]*  
My commission expires

3:05 P. M.  
NOTARY PUBLIC, 19  
My Commission Expires 23 69

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 228, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 231, 809 and 810 of the National Housing Act.

COMMONWEALTH  
OF  
PENNSYLVANIA

Loan No.

Mortgage

JOHN E. SWITZER, JR. and  
LINDA R. SWITZER, his wife,

TO

MINERS NATIONAL BANK OF  
WILKES-BARRE, PENNSYLVANIA.

COMMONWEALTH  
OF PENNSYLVANIA,  
COUNTY OF Columbia

RECORDED on this 30th day of  
December A.D. 1965 in the  
Recorder's Office of said County in Volume  
see Book, Vol. 142 Page 629  
Given under my hand and seal of the said  
Office this 30th day of December 1965  
*[Signature]*  
Recorder

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To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on.....the.....day of.....19....., at.....o'clock.....M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to.....for the price or sum of.....Dollars.....being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs.....

Sheriff's Office, Bloomsburg, Pa. }

So answers

\_\_\_\_\_  
Sheriff

## Know all Men by these Presents,

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

ALL THAT CERTAIN piece or parcel of land situate on Eleventh Street  
between Pine and Chestnut Streets in the Borough of Berwick, County of Columbia  
and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; THENCE  
along the same One Hundred Thirty-Two (132) feet to a one rod alley; THENCE  
along said alley, Forty-Nine and One-Half (49-1/2) feet to Lot No. 34; THENCE  
along the same, One Hundred Thirty-Two (132) feet to Eleventh Street; THENCE  
along the same, Forty-Nine and One-Half (49-1/2) feet to the place of beginning.  
BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda  
R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated December 30,  
1965, and recorded in Columbia County Deed Book 230, at page 737.

KNOWN AS: 209 East 11th Street, Berwick, Pa. 18603

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.

In Witness Whereof, I have hereunto affixed my signature this  
day of

thousand nine hundred and Anno Domini one

\_\_\_\_\_  
Sheriff of Columbia County, Pennsylvania

**Commonwealth of Pennsylvania, ss,**

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

Witness my hand and the seal of said Court, this day of

Anno Domini one thousand nine hundred and

\_\_\_\_\_  
Prothonotary

Commonwealth of Pennsylvania }  
County of Columbia } ss

RECORDED on this day of

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

Vol. \_\_\_\_\_, Page \_\_\_\_\_

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

\_\_\_\_\_  
Recorder



## REALTY TRANSFER TAX

## AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY

BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

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

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

John Switzer and Linda R. Switzer, his wife By the SHERIFF of Columbia County

GRANTOR (S)

ADDRESS

ZIP CODE

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

209 E. 11th Street

Berwick

Columbia

R.D. STREET &amp; NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ \_\_\_\_\_ HIGHEST ASSESSED VALUE \$ 2560.00

FAIR MARKET VALUE \$ 7670.00

REALTY TRANSFER TAX PAID \$ \_\_\_\_\_

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

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

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

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse, Bloomsburg - Sheriff

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER \_\_\_\_\_

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE		\$	\$2560.00
JUDGEMENT PLUS INTEREST	\$ 4366.05		
BID PRICE		\$	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 663.98	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 552.60	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 338.07	\$	
TOTAL	\$ 5920.70	\$	\$2560.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_ 19\_\_\_\_

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

Henrie Printing

P-E, Legal Ads, Wed., Nov 16, 23 &amp; 30, 1983. Affidavit requested.

Connie Gingher, Tax Collector

Chris Klinger, Berwick Borough (Sewerage Clerk)

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution, No. 78 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~~ the  
Sheriff's Office  
~~Room No. 11111111~~, Columbia County Courthouse, in <sup>The Town of</sup> Bloomsburg,  
Columbia County, Pennsylvania, on Thursday, the 8th day  
of December, 1983, at 10:00 o'clock, A.M., all the  
right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate on Eleventh  
Street between Pine and Chestnut Streets in the Borough of Berwick,  
County of Columbia and State of Pennsylvania, bounded and described  
as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32;  
THENCE along the same One Hundred Thirty-Two (132) feet to a one  
rod alley; THENCE along said alley, Forty-Nine and One-Half (49-  
1/2) feet to Lot No. 34; THENCE along the same, One Hundred  
Thirty-Two (132) feet to Eleventh Street; THENCE along the same,  
Forty-Nine and One-Half (49-1/2) feet to the place of beginning.  
BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda  
R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated  
December 30, 1965, and recorded in Columbia County Deed Book 230,  
at page 737.

KNOWN AS: 209 East 11th Street, Berwick, PA 18603.

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.

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. John Switzer and Linda R. Switzer, his wife.

*Victor B Vandenberg*  
SHERIFF OF COLUMBIA COUNTY

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

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
JOHN SWITZER and	)	IN MORTGAGE FORECLOSURE
LINDA R. SWITZER, his wife,	)	
<u>Defendants.</u>	)	No. 772 J.D. of 1983
	)	No. <u>78</u> E.D. of 1983

INSTRUCTIONS TO  
SHERIFF OF COLUMBIA COUNTY

TO: SHERIFF OF COLUMBIA COUNTY

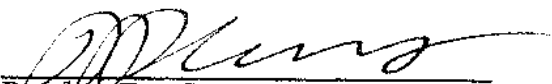
In the above-captioned mortgage foreclosure execution, please give notice of the date of the Sheriff's Sale to the Commonwealth of Pennsylvania, Department of Public Welfare, that the property of John E. Switzer, Jr. and Linda R. Switzer, his wife, will be sold since the Department of Public Welfare has liens against the property as follows:

1. Department of Public Welfare v. John E. Switzer, Jr. and Linda Switzer, his wife, and Eileen J. Switzer; Judgment No. 859-1982; Entered July 22, 1982, in the amount of Two Thousand (\$2,000.00) Dollars;
2. Department of Public Welfare v. John E. Switzer, Jr. and Linda R. Switzer, his wife, and Eileen J. Switzer; Judgment No. 1844-1980; Entered December 4, 1980, in the amount of Two Thousand (\$2,000.00) Dollars;
3. Department of Public Welfare v. Linda R. Switzer and Eileen J. Switzer; Judgment No. 1579-1978; Entered August 31, 1978, in the amount of Two Thousand (\$2,000.00) Dollars; and
4. Department of Public Welfare v. Linda R. Switzer and Eileen J. Switzer; Judgment No. 1317 of 1977; Entered August 11, 1977, in the amount of Two Thousand (\$2,000.00) Dollars.

Judgments No. 859 of 1982 and No. 1844 of 1980, are subordinate to the lien of Plaintiff, United Penn Bank; Judgments No. 1579 of 1978 and No. 1317 of 1977, are subordinate to the lien of Plaintiff, United Penn Bank; and, further, said Judgments do not attach as liens against the property so long as Linda R. Switzer and John E. Switzer, Jr. can hold the property as tenants by the entireties.

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

By:

  
Paula F. Garrety, Esq.



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
	)	IN MORTGAGE FORECLOSURE
JOHN SWITZER and	)	
LINDA R. SWITZER, his wife,	)	
	)	No. 772 J.D. of 1983
<u>Defendants.</u>	)	No. <u>78</u> E.D. of 1983

INSTRUCTIONS TO  
SHERIFF OF COLUMBIA COUNTY

TO: SHERIFF OF COLUMBIA COUNTY


In the above-captioned mortgage foreclosure execution, please give notice of the date of the Sheriff's Sale to the Commonwealth of Pennsylvania, Department of Public Welfare, that the property of John E. Switzer, Jr. and Linda R. Switzer, his wife, will be sold since the Department of Public Welfare has liens against the property as follows:

1. Department of Public Welfare v. John E. Switzer, Jr. and Linda Switzer, his wife, and Eileen J. Switzer; Judgment No. 859-1982; Entered July 22, 1982, in the amount of Two Thousand (\$2,000.00) Dollars;
2. Department of Public Welfare v. John E. Switzer, Jr. and Linda R. Switzer, his wife, and Eileen J. Switzer; Judgment No. 1844-1980; Entered December 4, 1980, in the amount of Two Thousand (\$2,000.00) Dollars;
3. Department of Public Welfare v. Linda R. Switzer and Eileen J. Switzer; Judgment No. 1579-1978; Entered August 31, 1978, in the amount of Two Thousand (\$2,000.00) Dollars; and
4. Department of Public Welfare v. Linda R. Switzer and Eileen J. Switzer; Judgment No. 1317 of 1977; Entered August 11, 1977, in the amount of Two Thousand (\$2,000.00) Dollars.

Judgments No. 859 of 1982 and No. 1844 of 1980, are subordinate to the lien of Plaintiff, United Penn Bank; Judgments No. 1579 of 1978 and No. 1317 of 1977, are subordinate to the lien of Plaintiff, United Penn Bank; and, further, said Judgments do not attach as liens against the property so long as Linda R. Switzer and John E. Switzer, Jr. can hold the property as tenants by the entireties.

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

United Penn Bank

VS

John Switzer and Linda R. Switzer

**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. 78 of 1983ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 31, 1983 at 5:50 PM., posted a copy of the  
SHERIFF'S SALE bill on the property of John Switzer and Linda R. Switzer  
209 East 11th St., Berwick, Penna. 18603

Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff John 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  
1st day of November 1983.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

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

UNITED PENN BANK,

Plaintiff,

vs.

JOHN SWITZER and

LINDA R. SWITZER, his wife,

Defendants.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 772 Term 1983 J.D.

No. 78 Term 1983 J.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):

ALL THAT CERTAIN piece or parcel of land situate on Eleventh Street between Pine and Chestnut Streets in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; THENCE along the same One Hundred Thirty-Two (132) feet to a one rod alley; THENCE along said alley, Forty-Nine and One-Half (49-1/2) feet to Lot No. 34; THENCE along the same, One Hundred Thirty-Two (132) feet to Eleventh Street; THENCE along the same, Forty-Nine and One-Half (49-1/2) feet to the place of beginning. BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated December 30, 1965, and recorded in Columbia County Deed Book 230, at page 737.

KNOWN AS: 209 East 11th Street, Berwick, PA 18603.

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.

Amount Due Incl. Atty. Comm. (10%) \$ 4,259.60

Interest from Sept. 6, 1983 \$ 54.37

TOTAL

\$ 4,313.97 Plus costs & Interest from 9/6/83 at \$.56 per day.

as endorsed.

Dated 10-17-83

(SEAL)

*[Signature]*  
Prothonotary, Court of Common Pleas of  
Columbia County, Pennsylvania

By: \_\_\_\_\_  
Deputy



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
	)	IN MORTGAGE FORECLOSURE
JOHN SWITZER and	)	
LINDA R. SWITZER, his wife,	)	
	)	
<u>Defendant.</u>	)	No. 772 J.D. of 1983
	)	No. <u>78</u> E.D. of 1983

NOTICE OF  
SHERIFF'S SALE OF REAL ESTATE

TO: JOHN SWITZER and LINDA R. SWITZER, 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 Court Room No. \_\_\_\_\_, Columbia County Courthouse,  
Bloomsburg, Columbia County, Pennsylvania, on \_\_\_\_\_, the

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock, \_\_\_\_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 or parcel of land situate on Eleventh Street between Pine and Chestnut Streets in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING on Eleventh Street at the corner of Lot No. 32; THENCE along the same One Hundred Thirty-Two (132) feet to a one rod alley; THENCE along said alley, Forty-Nine and One-Half (49-1/2) feet to Lot No. 34; THENCE along the same, One Hundred Thirty-Two (132) feet to Eleventh Street; THENCE along the same, Forty-Nine and One-Half (49-1/2) feet to the place of beginning. BEING Lot No. 33 of Richard Thompson's Addition to Berwick.

BEING the same premises conveyed to John E. Switzer, Jr. and Linda R. Switzer, his wife, by deed of Arthur M. Boone, et ux, dated December 30, 1965, and recorded in Columbia County Deed Book 230, at page 737. KNOWN AS: 209 East 11th Street, Berwick, PA 18603.

IMPROVED WITH: A Residential Dwelling.

TAX PLATE NO.: 04.1-03-80.