

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 15th day of MARCH 19 84, at 10:00

o'clock A.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to JOHN and EVA JONES, 533 Sixth Avenue, Warminster, Pennsylvania

for the price or sum of Eighteen Thousand (\$18,000.00) Plus One Hundred and Five (\$105.00) Poundage and One Hundred-Eighty (\$180.00) Realty Transfer Tax and One Hundred-Eighty (\$180.00) State --Dollars Stamps

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

Col. Co. Sheriff's Dept.	Sale Cost	\$ 83.19	
	Poundage	<u>105.00</u>	
			188.19
Press-Enterprise, Inc.			184.28
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County	(a) Deed, Copywork, etc.		18.50
	(b) Realty Transfer Tax		180.00
	(c) State Stamps		180.00
Col. Co. Tax Claim Bureau - 1982 and 1983 Delinquent Taxes			614.61
Clair E. Friday, Tax Collector Conyngham Twp. - 1984 Col. Co. Taxes			54.03
	Lights		8.34
First National Trust Bank (Plaintiff)			15,482.09
U.S. America - Lien No. 648 of 1983 (Internal Revenue Service)			1,502.71

FIRST NATIONAL TRUST BANK

vs

HAROLD R. BERGER and RITA M. BERGER, his wife

NO. 1409 - 1983 J.D.

NO. 1 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

27 MARCH 1984

*Victor B Vandling*  
VICTOR B. VANDLING

Sheriff

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

FIRST NATIONAL TRUST BANK,

Plaintiff

vs

HAROLD R. BERGER and

RITA M. BERGER, his wife  
Defendants

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 1 Term 19 84 E.D.

No. Term 19 A.D.

No. 1409 Term 19 83 J.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

ALL THAT CERTAIN parcel of real estate situate in the Village of Aristes, Township of Conyngham, County of Columbia and Commonwealth of Pennsylvania, being the southerly five foot (5') strip of Lot No. 6 and the whole of Lots Nos. 7, 8, 9 & 10 on a certain map or plan of the Village of Montana, (now known as Aristes) made in 1870, bounded and described as follows:, to wit:-

BEGINNIG at a point in the westerly line of Centre Street (sometimes referred to as Main Street) said point being a distance of 145 feet southwardly from the southwesterly corner of the intersection of Center and Second Streets;

THENCE, southwardly along the westerly line of Centre Street (sometimes referred to as Main Street) for a distance of 105 feet to a point on the line dividing Lots Nos. 10 and 11.

THENCE westwardly along the said line dividing Lots Nos. 10 & 11 for a distance of 77 feet to a point in the northeasterly line of said railroad right-of-way;

THENCE northwestwardly along the said northeasterly line of said railroad right-of way to a point which is the easterly line of an alley and is 7 feet northwardly from the line dividing Lots 9 & 10;

THENCE northwardly along the easterly line of an Alley for a distance of 73 feet to a point;

THENCE eastwardly along a line parallel with the line dividing Lots Nos 6 & 7 and five feet northwardly therefrom for a distance of 140 feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Francis T. Berger and C. Jean Shairer, Co-Administrators of the Estate of Magorie J. Berger, by their deed dated November 26, 1976, and recorded in the Office of the Recording of Deeds in and for Columbia County, in DB 279 P. 462, granted and conveyed unto Harold R. Berger and Rita M. Berger, his wife

Interest from Principal \$14,774.64

Interest from 12/15/83

Total

\$ 14,774.64

Plus costs

as endorsed.

Dated January 24, 1984  
(SEAL)

Prothonotary, Common Pleas Court of  
Columbia County, Penna.

By:

*Helene K. Lenn*

Deputy

Internal Revenue Service  
District Director

Date: March 23, 1984

Gerald Malinowski, ESQ.  
P. O. BOX 366  
3rd & Oak Streets  
Mt. Carmel, PA 17851

Department of the Treasury  
Internal Revenue Service  
Special Procedures Staff  
P. O. Box 12051  
Phila., PA 19103 <sup>5</sup>

Taxpayer's Name:

Rita Berger/ Met's Cafe  
Social Security or

Employer Identification Number:

23-2123185

IRS Person to Contact:

Miss Giacomelli

Contact Telephone Number:

597-4036

RE:941/06-30-82 - 656.71  
941/09-30-82 - 619.14  
941/12-31-82 - 226.32  
\$1,502.17

We received your question about the notice of Federal tax lien filed against the taxpayer named above. The paragraph checked below applies to your question.

☐ Please send us a photocopy of the lien. When we receive it, we will let you know if the lien qualifies for release or if it has been released already.

☒ We will issue a release of lien when the liability is paid in full. The total due as of April 12, 1984 is \$ 1,502.71, which includes additions provided by law. Until this amount is paid, charges will be added as follows:

\*Call for a new pay-off figure!

Beginning April 13, additional interest will be added at \$\_\_\_\_\_ a day.\*

Beginning with April 15, additional penalty for late payment will be added at \$\_\_\_\_\_ a month (or part of a month).

☒ To obtain immediate release of the lien, you must pay in cash or by certified check, cashier's check, treasurer's check, or postal or bank money order, made payable to the Internal Revenue Service. Also Title Co. Check.

☐ To get prompt action, attach your payment to this letter and return it to us in the enclosed envelope. Please do not send cash. The copy of this letter is for your records.

(over)

LIST OF LIENS
VERSUS

Harold R. Berger and Rita M. Berger
Court of Common Pleas of Columbia County, Pennsylvania.
First National Trust Bank
versus
Harold R. & Rita M. Berger
No. 1734 of Term, 1979
Real Debt \$ 16,736.40
Interest from
Commission
Costs
Judgment entered
Date of Lien October 24, 1979
Nature of Lien Note

U.S. America
versus
Rita Berger
No. 648 of Term, 1983
Real Debt \$ 1,358.61
Interest from
Commission
Costs
Judgment entered
Date of Lien June 13, 1983
Nature of Lien Federal Tax Lien

First National Trust Bank
versus
Harold R. & Rita M. Berger
No. 1409 of Term, 1983
Real Debt \$ 14,774.64
Interest from
Commission
Costs
Judgment entered
Date of Lien January 20, 1984
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

TERM  
SESS. 19\_\_\_\_\_

BLOOMSBURG, PA., March 5 1984

M Sheriff

vs.

**To FREDERICK J. PETERSON, Dr.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

State of Pennsylvania }  
County of Columbia } ss.

I, <sup>Beverly J. Michael</sup>~~Frank Baseline~~, 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

Harold R. Berger and Rita M. Berger

and find as follows:

See attached Photocopies

Fee \$5.00.....

In testimony whereof I have set my hand and  
seal of office this 12th day of March

A.D., 19 84

*Beverly J. Michael*  
.....RECORDER  
*Robert H. Jendernick*, Deputy

# Mortgage

MADE THIS Ninth day of December, 1976, Between  
HAROLD R. BERGER and RITA M. BERGER, his wife, both of Main Street, Aristes,  
Pennsylvania

hereinafter (whether one or more than one) called Mortgagor, and FIRST NATIONAL TRUST BANK, a national  
banking association organized and existing under the laws of the United States of America, Mount Carmel  
Office

hereinafter called Mortgagee:

WHEREAS, Mortgagor has executed and delivered to Mortgagee a certain note of even date herewith (hereinafter called  
the "Note"), in favor of Mortgagee in the principal sum of EIGHTEEN THOUSAND

Dollars (\$18,000.00) with  
interest and premium thereon at the rates therein specified, and payable in the manner and at the times therein set forth  
and under the terms and conditions therein contained, all of which are incorporated herein by reference;

AND WHEREAS, Mortgagee may hereafter make further loans to Mortgagor and it is intended that the same shall be  
secured hereby.

NOW THIS MORTGAGE WITNESSETH, That, in consideration of the aforesaid principal sum and as security for the  
payment thereof with interest and premium as aforesaid, together with all other sums recoverable by Mortgagee under  
the terms of said Note and of this Mortgage, Mortgagor does hereby grant and convey unto Mortgagee, and does agree  
that Mortgagee shall have a security interest in:

ALL THAT CERTAIN parcel of real estate situate in the Village of Aristes,  
Township of Conyngham, County of Columbia, Penna., being the southerly  
five foot (5') strip of Lot No. 6 and the whole of Lots. No. 7, 8, 9,  
and 10 on a certain map or plan of the Village of Montana (now known as  
Aristes) made in 1870, bounded and described as follows, to wit:

BEGINNING at a point in the westerly line of Centre St. (sometimes  
referred to as Main St.) said point being a distance of 145 feet southwardly  
from the southwesterly corner of the intersection of Centre and Second  
Streets;

THENCE southwardly along the westerly line of said Centre St. for a  
distance of 105 feet to a point in the line dividing Lots. No. 10 & 11;

THENCE westwardly along the said line dividing Lots No. 10 & 11 for  
a distance of 77 feet to a point in the northeasterly line of the  
railroad right-of-way;

THENCE northwestwardly along the said northeasterly line of said  
railroad right-of-way to a point which is in the easterly line of an  
alley and is 7 feet northwardly from the line dividing Lots 9 & 10;

THENCE northwardly along the easterly line of said alley for a  
distance of 73 feet to a point;

THENCE eastwardly along a line parallel with the line dividing Lots  
NO. 6 & 7 and five feet northwardly therefrom for a distance of 140 feet  
to a point, the place of BEGINNING.

and the said work should remain abandoned for a period of seven days, then, and in either event, the entire unpaid principal balance of the said indebtedness secured hereby and interest thereon shall become, at the option of Mortgagee, at once due and payable; and in the event of abandonment of work upon the construction of the said building or buildings for the period of seven days as aforesaid, Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of the said building or buildings; hereby giving to Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete the said building or buildings; and moneys expended by Mortgagee in connection with such completion of construction shall be added to the principal amount of the said indebtedness secured hereby and shall be payable by Mortgagor on demand, with interest thereon at the lower of ten percent (10%) per annum or the highest aggregate rate of interest and premium permitted by law hereunder.

3. In the event Mortgagor should fail to pay said taxes, water and sewer rents, assessments, charges, claims, costs, expenses or fees or to maintain said insurance, or to make all necessary repairs to the Mortgaged Property, all as hereinbefore provided, Mortgagee may, at Mortgagee's sole option and without notice to Mortgagor, advance sums on behalf of Mortgagor in payment of said taxes, water and sewer rents, assessments, charges, claims, costs, expenses, fees, insurance and repairs, which repairs Mortgagee hereby authorizes Mortgagee to make, without prejudice to the right of enforcement of the obligation of the Note, or the other remedies of Mortgagee as herein set forth, by reason of the failure of Mortgagor to make payment of the same; and all such sums so advanced by Mortgagee shall be added to and become a part of the indebtedness secured hereby, and repayment thereof, with interest thereon at the lower of ten percent (10%) per annum or the highest aggregate rate of interest and premium permitted by law hereunder from the dates of their respective expenditures, may be enforced by Mortgagee against Mortgagor at any time.

4. When said principal sum or any unpaid balance thereof shall become due and payable, or in case default shall be made in the payment of any instalment of principal and/or interest and/or premium on the date on which it shall fall due in accordance with the provisions of said Note, or in the performance of any of the terms, agreements or covenants contained in said Note or in this Mortgage, then Mortgagee may forthwith and without further delay:

(a) institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement hereof and of said Note as the law may allow, and may proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest and premium at the rates stipulated in said Note to the date of default, and thereafter at the lower of ten percent (10%) per annum or the highest aggregate rate of interest and premium permitted by law hereunder together with all other sums due by Mortgagor in accordance with the provisions hereof and of said Note, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance, or repairs to the Mortgaged Property, all costs of suit, together with interest on any judgment obtained by Mortgagee at the lower of ten percent (10%) per annum or the highest aggregate rate of interest and premium permitted by law hereunder, from and after the date of any Sheriff's Sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and an attorneys' commission for collection which shall be ten percent (10%) of the total of the foregoing sums, but not less than \$250, without further stay, any law, usage, or custom to the contrary notwithstanding; and/or

(b) enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary; collect all rents, issues and profits therefrom and, after deducting all costs of collection (including reasonable attorneys' fees) and administration expense, apply the net rents, issues and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or on account and in reduction of the principal and/or interest and/or premium hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect; and for said purpose Mortgagee hereby assigns to Mortgagee all rentals due and to become due under any lease or leases of the Mortgaged Property whether now existing or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said rents; and Mortgagee hereby authorizes and empowers any attorney or attorneys of any Court of the Commonwealth of Pennsylvania or elsewhere to appear for Mortgagor and as attorney for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ of possession may immediately issue for the possession of the Mortgaged Property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant. Mortgagee may bring such amicable action in ejectment before or after the institution of foreclosure proceedings upon this Mortgage, or after judgment thereon or on said Note, or after a Sheriff's Sale of the Mortgaged Property.

5. The remedies of Mortgagee as provided herein, or in said Note, and all warrants herein and in said Note contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together against Mortgagor and/or the Mortgaged Property at the sole discretion of Mortgagee, and such warrants shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

6. In the event title to the mortgaged premises herein described is transferred by the said Mortgagor in whole or in part, the balance of the principal, together with interest, costs and other proper charges shall become immediately due and payable, notwithstanding any other maturity date herein stated, unless said Mortgagee prior thereto approves such transfer in writing.

7. Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, as well as all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

8. If Mortgagor pays to Mortgagee said principal sum and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of said Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything herein contained to the contrary notwithstanding.

9. The words "Mortgagor" and "Mortgagee" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Mortgagor and Mortgagee; and if there shall be more than one Mortgagor, the obligation of each shall be joint and several. This Mortgage shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

THIS IS A PURCHASE MONEY MORTGAGE.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage under seal the day and year first above mentioned.

WITNESS:

*Harold R. Berger*  
Harold R. Berger

(SEAL)

*Rita M. Berger*  
Rita M. Berger

(SEAL)

(SEAL)

BOOK 181 1068



AGREEMENT OF EXTENSION OF MORTGAGE

THIS AGREEMENT, made this 28th day of July 1982, between THE FIRST NATIONAL TRUST BANK, SUNBURY, PENNSYLVANIA, a banking association, organized and existing under and by virtue of the Laws of the United States of America and having its principal place of business in the city of Sunbury, County of Northumberland and Commonwealth of Pennsylvania, party of the first part; AND Harold R. Berger and Rita M. Berger, h/w, party of the second part;

WHEREAS, the party of the first part is the present holder of a certain bond to secure Eighteen Thousand

Dollars given by the party of the second part to the party of the first part, dated the Ninth day of December, 1976 and due on the 15th day of December, 1986 which is secured by a mortgage, bearing like date, upon certain premises therein described, recorded in Columbia County Mortgage Book 181 Page 1066; and

WHEREAS, the party of the second part is the owner of the premises so mortgaged, and has asked the party of the first part to extend the time of payment of the amount due upon said bond and mortgage; and

WHEREAS, the said party of the first part has consented so to extend the time of payment upon the agreement of the said party of the second part to do what is hereinafter specified.

NOW THIS AGREEMENT WITNESSETH, That it is agreed, by and between the parties hereto, in consideration of the premises and of mutual promises, as follows:

1. The interest to be paid on said bond, from and after the 21st of August, 1982 until the expiration of the term next hereinafter specified shall be at the rate of 9 1/2 PER CENT per annum.
2. The term of said bond and mortgage is extended for a period of Twenty-one months

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF NORTHUMBERLAND : SS

On this 17th day of August 1982, before me, a Notary Public, personally appeared Robert W. Lutz, who acknowledged himself to be Senior Vice President of the First National Trust Bank of Sunbury, a corporation, and that he as such Senior Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by himself as Senior Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

*Deborah M. Haddock*  
Notary Public

My Commission Expires September 13, 1982



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF NORTHUMBERLAND : SS

On this, the 17th day of August 1982, before me, the undersigned officer, personally appeared *Robert W. Lutz*, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal.

*Deborah M. Haddock*  
Notary Public

My commission Expires September 13, 1982



# MORTGAGE

THIS MORTGAGE made this 10th day of October, 1980 between Harold R. Berger and Rita M. Berger (hereinafter whether one or more called "Mortgagor") and First National Trust Bank (hereinafter called "Mortgagee"); In consideration for and to secure payment to Mortgagee by Harold R. Berger and Rita M. Berger (Insert Names of Borrowers)

of a loan and any interest and costs due thereon evidenced by a Promissory Note dated October 3, 1980, with a Total of Payments/Installments of \$ 7577.46 (and/or any modification, refinancing or extension thereof and any other promissory note or other agreement which may be substituted therefor, any or all of which are hereinafter called "Note") and performance of all conditions, covenants and obligations contained herein and in the Note and any other loans or other obligations of Mortgagor to Mortgagee now existing or hereafter incurred, the Mortgagor does by these presents grant, bargain, sell, convey and mortgage unto the Mortgagee, ALL the following described real estate situate in the (Village of Aristes) of Conyngham, Commonwealth of Pennsylvania (hereinafter called "Premises") known and designated as Main St, Aristes, Columbia, Pennsylvania, conveyed to the Mortgagor by Deed dated December 10, 1976, duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 279, Page 462, as the Premises are therein described and, if necessary, as more particularly described as follows or on the reverse side hereof.

Single cement block, Bar, Restaurant & living quarters

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining.

TO HAVE AND TO HOLD the Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, covenants and obligations:

a. All payments on the Note will be made when due, including payments due by acceleration of maturity, and all other conditions, covenants and obligations as required or provided herein, in the Note, or in any other obligation of Mortgagor to Mortgagee, will be performed; and

b. Mortgagor covenants and warrants that Mortgagor has fee simple title to the Premises and the right to mortgage the Premises; and

c. Mortgagor will pay when due all taxes and assessments and other governmental charges, including electricity, water and sewer rents levied or assessed against the Premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request, and shall pay when due all amounts secured by any prior lien on the Premises; and

d. Mortgagor will keep the Premises insured against fire and such other hazards in such amount or amounts as may be required by the Mortgagee and the policies and renewals evidencing such insurance shall have attached thereto a loss payable clause(s) in form acceptable to the Mortgagee; and

e. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the Premises and will maintain the same in good order and repair; and

f. In the event of any default in the making of any payment due and payable under the Note, or in the keeping and performance of any of the conditions, covenants and obligations contained herein or in the Note, or in any other obligation of Mortgagor to Mortgagee, Mortgagee may, upon timely notice to Mortgagor if required by law, (i) forthwith bring an action of mortgage foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on the Note and any other sums that may be due thereunder, including attorneys fees, costs of suit and costs of sale to the extent, if any, provided in the Note and permitted by law, and (ii) enter into possession of Premises, with or without legal action, lease the same, collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes and other necessary maintenance and operation costs (including agents' fees and attorneys' fees) or on account of the Note, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect and Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee; and

g. Mortgagor hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due to a sum not in excess of the amount actually paid by the purchaser of the Premises at a sale thereof in any judicial proceedings upon this Mortgage, or exempting the Premises or any other property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the debt hereby secured are paid in full in the manner provided in the Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants and conditions 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.

Payment of this Mortgage is subject to the terms and conditions of the Note referred to above.

IN WITNESS WHEREOF the Mortgagor has hereunto set hand and seal the day and year first above written.

Mortgagor (SEAL)

Mortgagor (SEAL)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Northumberland

SS

On this 10th day of October, 1980, before me the subscriber, a Notary Public in and for the

Commonwealth of Pennsylvania, the undersigned officer, personally appeared, John W. Fabrizio, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the above Mortgage and acknowledged execution of the same for the purposes therein contained and desired that it be recorded as such, or who acknowledged himself to be a (X) Officer of the Mortgagor (if a Corporation), and that, being authorized so to do, he executed the above Mortgage as and for the act and deed of the Corporation by signing the name of the Corporation by himself as Asst. Cashier, and causing the Corporate seal to be applied thereto, and desired the same to be recorded as such.

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

I certify that the precise residence of the within-named MORTGAGEE, is 2nd and Oak Streets

Northumberland Pa 17851  
County Zip Code  
Signature Asst Cashier

ANTHONY V. MISCAVIGE, JR.  
MT. CARMEL, NORTHUMBERLAND  
My Commission Expires January 1, 1982

Recorded in Columbia County Mtg. Bk. 201, page 582 on October 15, 1980 at 12:55 p.m.

509-201 Pg: 582

OCT 15 12 55 PM '80  
REC'D  
COLUMBIA CO. PA.  
FEE \$2.00  
#156

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 15th day of MARCH 19 84, at 10:00 o'clock A.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to JOHN and EVA JONES, 533 Sixth Avenue, Warminster, Pennsylvania

for the price or sum of Eighteen Thousand (\$18,000.00) Plus One Hundred and Five (\$105.00) Poundage and One Hundred-Eighty (\$180.00) Realty Transfer Tax and One Hundred-Eighty (\$180.00) State Stamps - 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

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vs  
HAROLD R. BERGER and RITA M. BERGER, his wife  
NO. 1409 - 1983 J.D.  
NO. 1 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. ) So answers  
27 MARCH 1984 )  
VICTOR B. VANDLING Sheriff



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

April 9, 1984

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

Re: First National Trust Bank  
vs  
Harold R. Berger and  
Rita M. Berger, his wife

To Whom it may Concern:

The enclosures are self-explanatory. Sheriff's Sale of the captioned defendants property (Met's Cafe Bldg.) was held March 15, 1984.

The List of Liens provided by the Prothonotary of Columbia County lists the Internal Revenue Claim (U.S. America). Copy of information received by Gerald Malinowski, Esq., acting in behalf of plaintiff, providing updated amount due has been noted.

Copy of Schedule of Distribution is also attached with our check no. 6921 in the amount of \$1502.71 for the listed liability.

Contact the undersigned for any additional information.

Very truly yours,

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



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

April 9, 1984

Clair E. Friday  
Tax Collector  
Conyngham Twp.  
Aristes, Pa.

RE: First Nat'l Trust Bank  
vs  
Harold R. & Rita M. Berger

Dear Mr. Friday,

This memo is to notify you that the scheduled SHERIFF'S SALE  
in the captioned case was held March 15, 1984.

Copies of tax notices requested and forwarded to this office  
by you are being returned. Monies collected are being forwarded \$54.03 and  
\$8.34.

Property purchased by John and Eve Jones, 533 Sixth Ave.,  
Warminster, Pa. 18974

Thank you for your cooperation in this matter.

Very truly yours,

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

**Phone: 717-784-1633**

Number 4050

Cit. County Sheriff (Bergen)

Feb 2, 1984

DATE	Our Order No.	ITEMS	Your Order No.	AMOUNT	TOTAL
2/2	4050	25 Sheriff Sale Signs		37 25	
Thank you					37 25
Paul R. B. 2/9/84					

**PLEASE PAY FROM THIS INVOICE  
WE DO NOT SEND MONTHLY STATEMENTS**

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley

....., being duly sworn  
and says that Press-Enterprise is a newspaper of general circulation  
and place of business at 3185 Lackawanna Avenue, Bloomsburg, Couni  
of Pennsylvania, and was established on the 1st day of March, 1902,  
daily (except Sundays and Legal Holidays) continuously in said Town  
the date of its establishment; that hereto attached is a copy  
advertisement in the above entitled proceeding which appeared in the  
on ..... February 22, 29, March 7 .....  
exactly as printed and published; that the affiant is one of the owner  
newspaper in which legal advertisement or notice was published; tha  
Press-Enterprise are interested in the subject matter of said notice  
that all of the allegations in the foregoing statement as to time, p  
publication are true.

*J. Stephen Bu*

7th day of March

*Matthew J. La*

(Notar

My Commis

MATTHEW J. LA  
BLOOMSBURG  
MY COMMISSION  
Member Pennsylvan

hereby certify that the advert  
publishing the foregoing notice

SHERIFF'S SALE

By virtue of a Writ of  
Execution No. 1 of 1984,  
issued out of the Court  
of Common Pleas of Col-  
umbia County, directed  
to me, there will be  
exposed to public sale,  
by vendue or outcry to  
the highest and best bid-  
ders, for cash in the  
Sheriff's Office, Court  
House, Bloomsburg, Col-  
umbia County, Pennsylv-  
vania, on:

Thurs., March 15, 1984  
at 10:00 o'clock a.m.

In the forenoon of the  
said day, all the right,  
title and interest of the  
Defendant's in and to:

ALL THAT CERTAIN parcel  
of real estate situate in  
the Village of Aristes,  
Township of Conyngham,  
County of Columbia and  
Commonwealth of Penn-  
sylvania, being the  
southerly five foot (5')  
strip of Lot No. 6 and the  
whole of Lots Nos. 7, 8, 9  
and 10 on a certain map  
or plan of the Village of  
Montana, (now known as  
Aristes) made in 1870,  
bounded and described  
as follows, to-wit:

BEGINNING at a point in  
the westerly line of  
Centre Street (sometimes  
referred to as Main  
Street) said point being a  
distance of 145 feet  
southwardly from the  
southwesterly corner of  
the intersection of  
Center and Second  
Streets;

THENCE, southwardly  
along the westerly line  
of Centre Street (some-  
times which Francis T.  
Berger and C. Jean  
Shairer, Co-Administra-  
tor of the Estate of  
Majorie J. Berger, by  
their deed dated Novem-  
ber 26, 1976, and  
recorded in the Office  
for the Recording of  
Deeds in and for Colum-  
bia County, in Deed  
Book 279, page 462,  
granted and conveyed  
unto Harold R. Berger  
and Rita M. Berger, his  
wife.

NOTICE is hereby given to  
all claimants and parties  
in interest that the Sher-  
iff will on March 16,  
1984, file a schedule of  
Distribution in his office  
where the same will be  
available for inspection  
and the distribution will  
be made in accordance  
with the schedule unless  
exceptions are filed ther-  
eto within ten (10) days  
thereafter.

SEIZED AND TAKEN into  
execution at the suit of  
First National Trust Bank  
vs. Harold R. Berger and  
Rita M. Berger, his wife.  
Victor B Vandling  
Sheriff

Gerald E Malinowski  
Attorney

Berger Sheriff Sale - \$184.28



STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley

....., being duly sworn  
and says that Press-Enterprise is a newspaper of general circulation  
and place of business at 3185 Lackawanna Avenue, Bloomsburg, Count  
of Pennsylvania, and was established on the 1st day of March, 1902,  
daily (except Sundays and Legal Holidays) continuously in said Town  
the date of its establishment; that hereto attached is a copy  
advertisement in the above entitled proceeding which appeared in the  
on ..... February 22, 29, March 7, .....  
exactly as printed and published; that the affiant is one of the owner  
newspaper in which legal advertisement or notice was published; tha  
Press-Enterprise are interested in the subject matter of said notice  
that all of the allegations in the foregoing statement as to time, p  
publication are true.

*J. Stephen Buckley*

Sworn and subscribed to before me this ... 15th ... day of March 1984

*Matthew J. ...*

(Not)

My Commis

MATTHEW J. ...  
BLOOMSBURG  
MY COMMISSION  
Member Pennsylvania

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

SHERIFF'S SALE

By virtue of a Writ of  
Execution No. 1 of 1984,  
issued out of the Court  
of Common Pleas of Col  
umbia County, directed  
to me, there will be  
exposed to public sale,  
by vendue or outcry to  
the highest and best bid  
ders, for cash in the  
Sheriff's Office, Court  
House, Bloomsburg, Col  
umbia County, Pennsylv  
ania, on:

Thurs., March 15, 1984

at 10:00 o'clock a.m. oses  
In the forenoon of the fice  
said day, all the right, tate  
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of real estate situate in per  
the Village of Aristes, s  
Township of Conyngham, 34  
County of Columbia and aid  
Commonwealth of Pennsylv  
sylvania, being the 10r  
southerly five foot (5') ind  
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BEGINNING at a point in  
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distance of 145 feet  
southwardly from the  
southwesterly corner of  
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Center and Second  
Streets;

THENCE, southwardly  
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of Centre Street (some  
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SES which Francis T.  
Berger and C. Jean  
Shirer, Co-Administra  
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SEIZED AND TAKEN into  
execution at the suit of  
First National Trust Bank  
vs. Harold R. Berger and  
Rita M. Berger, his wife,  
Victor B Vandling  
Sheriff

Gerald E Malinowski  
Attorney

1/6/83

## SHERIFF'S SALE

COST SHEET

First NATIONAL TRUST BANK vs Berger, Harold &amp; Lifa

THURSDAY, MARCH 15, 1984

NO. 1-1984 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal \$ 14,774.64  
 Insurance \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day  
 Attorneys' Fee \_\_\_\_\_

Total ... \$ 14,774.64 \$ 14,774.64

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

Proth. (Writ) \$ 15.00 Pd.  
 Pro. Pd. 35.50 Pd.  
 Shff. V. 38.90 Pd.  
 Judg. Fee 9.00 Pd.  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 98.40 \$ 98.40

## SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75  
 Service of Notice 10.00  
 Postage 3.44  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Newspapers 5.00  
 Mileage 9.00  
 Crying/Adjourn of Sale 5.00  
 Sheriff's Deed (executing & registering) 20.00  
 Solicitor's fee \_\_\_\_\_

Total... \$ 83.19 \$ 83.19

Press-Enterprise \$ 184.28  
 Henrie Printing 37.25

Total ... \$ 221.53 \$ 221.53

Prothonotary - List of Liens \$ 10.00  
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co. \$ 18.50  
 Deed, Search, etc.

Total ... \$ 18.50 \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1984 \$ 54.03  
 School Taxes, District \_\_\_\_\_, 19\_\_\_\_ (Lights) 8.34

Delinquent Taxes, 1982, 1983, 19\_\_\_\_, TOTAL AMOUNT 614.61

Total ... \$ 676.98 \$ 676.98

## SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 19\_\_\_\_ \$ \_\_\_\_\_

TOTAL TAXES &amp; COSTS ----- \$ 1015.20

BUYER: John J. ... 533 ... 215-874-3432

BID PRICE: \$ 105,000 POUNDAGE \$ 105.00

DEED IN NAME OF: John &amp; Eve ...

REALTY TRANSFER TAX \$ 180.00 STATE STAMPS \$ 180.00

check  
 9,465.00

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)

Harold R. Berger and Rita M. Berger, his wife, By the SHERIFF of Columbia County.

GRANTOR (S)	ADDRESS	ZIP CODE
John and Eve Jones	533 Sixth Ave., Warminster, Pa.	18974
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Village of Aristes	Conyngnam Township	Columbia
R.O. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 18,000.00      HIGHEST ASSESSED VALUE \$ 1720.00  
FAIR MARKET VALUE \$ 5160.00      REALTY TRANSFER TAX PAID \$ 180.00  
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  
SUCCESSFUL BIDDER See Grantees

NAME	ADDRESS	TITLE
See Grantees		
NAME	ADDRESS	TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1720.00
JUDGEMENT PLUS INTEREST	\$ 14,774.64		
BID PRICE		\$ 18,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 676.98	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 436.62	\$	
TOTAL	\$ 15,888.24	\$ 18,000.00	\$ 1720.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SUBORN 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.

*A. J. Zale*

<input type="checkbox"/> GRANTEE	<input type="checkbox"/> AGENT FOR GRANTEE
<input type="checkbox"/> GRANTOR	<input checked="" type="checkbox"/> AGENT FOR GRANTOR
<input type="checkbox"/> STRAW	<input type="checkbox"/> TRUSTEE

SHERIFF'S SALE

ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO MAKE A DOWN PAYMENT OF 50% IN CASH OR CHECK.

IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK WE WILL PROSECUTE.

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON \_\_\_\_\_, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON \_\_\_\_\_, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY \_\_\_\_\_, ONE WEEK FROM TODAY.

IF A PRICE RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE - FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COSTS.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on \_\_\_\_\_ file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and  $\frac{1}{2}\%$  THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ \_\_\_\_\_, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ \_\_\_\_\_, WHICHEVER IS HIGHER.

BUYER \_\_\_\_\_

PRICE \_\_\_\_\_

POUNDAGE \_\_\_\_\_

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

REALTY TRANSFER TAX \_\_\_\_\_

STATE STAMPS \_\_\_\_\_



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

February 9, 1984

Mr. Malinowski,

I must say that you are difficult to reach. Either there is no one in the office to answer the phone and I have repeatedly called from 8:45 A.M. this morning or else I get a busy signal for 30 minutes to every bit of an hour at one time. Time is now 2:37P.M.

At any rate what I want to say is I have the printer make the SALE BILLS with the exact information provided by the attorney i.e., to say what you give me you get. Yesterday I mailed to you two copies of the Sale Bills as received from the printer. It has since been called to my attention that what was not included at the end and has always been is the usual paragraph SEIZED AND TAKEN (and in this case you did not have it on the copy required to be provided to us) at the suit of FIRST NATIONAL TRUST BANK v. HAROLD R. BERGER and RITA M. BERGER, his wife.

What I want to know is, Is this a must that has to be included? If so, can I type it on or do we need the printer to redo these Sale Bills? Keep in mind I should have this property posted by FEBRUARY 21, 1984.

The sooner I hear from you, the better.

P.S. This is not the usual type letter I send the counsel but I am frustrated in not being able to at least contact your office (secretary) and leave the message.

*AJ Zale*

*Memorandum from the desk of*

**Sheriff Victor B. Vandling**

*To:* Susan Shotwell

*Date:* 9 February 1984

*Subject:* Sheriff's Sale (Legal Advertisement)

1. Your attention is directed to the copy of the Legal Advertisement forwarded to you 1/26/84 in the matter FIRST NATIONAL TRUST BANK vs HAROLD R. BERGER and RITA M. BERGER, his wife.
2. Following the last paragraph we request the listed information be added:  
SEIZED AND TAKEN into execution at the suit of First National Trust Bank v. Harold R. Berger and Rita M. Berger, his wife.  
(See copy of Sale Bill being provided)
3. Any questions should be directed to the undersigned.

*Al Zale*

NOTE: Legal Ads scheduled to appear February 22, 29 and March 7, 1984



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

Frist National Trust Bank

VS

Harold R. Berger and Rita M. Berger, H/W

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 1 of 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 17, 1984 at 3:15 P. M., posted a copy of the  
SHERIFF'S SALE bill on the property of Harold R. Berger and  
Rita M. Berger, H/W

Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Delbert Doty.

So Answers:

Delbert Doty  
Delbert Doty  
Deputy Sheriff

For:

Victor B Vandling

Victor B. Bandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
17 th day of February 1984.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania



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

**VICTOR B. VANDLING**

SHERIFF

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

First National Trust Bank  
Vs  
Harold R. Berger and  
Rita M. Berger, his wife

A. J. Zale

~~KATHLEEN VACHNICK, 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. 1 - 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON RITA M. BERGER

On January 27, 1984, 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 Rita M. Berger, 125 Montgomery Ave., Apt. B6,  
Boyertown, Pa. by Certified Mail, Return Receipt Requested No.  
P 307 193 944. Said Rita M. Berger received  
same on January 30, 1984 per signature of Rita M. Berger  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 944  
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 1st day of February 1984

~~Frederick L. Peterson~~, Tami R. Kline  
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

First National Trust Bank  
Vs  
Harold R. Berger and  
Rita M. Berger, his wife

A. J. Zale

~~RAYMOND PROTHONOTARY, JR.~~

CHIEF DEPUTY

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 1 - 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON HAROLD R. BERGER

On January 27, 1984, 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 Harold R. Berger, 125 Montgomery Ave., Apt. 36,  
Boyertown, Pa. by Certified Mail, Return Receipt Requested No.  
P 307 193 943. Said Harold R. Berger received  
same on January 30, 1984 per signature of Harold R. Berger  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 943  
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 31st day of January 1984

~~Frederick J. Proth~~ Tami R. Kline  
Prothonotary, Columbia County, Penna.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION No. 1 of 1984, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

Thursday, March 15, 1984

At 10:00 O'Clock A.M.

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

ALL THAT CERTAIN parcel of real estate situate in the Village of Aristes, Township of Conyngham, County of Columbia and Commonwealth of Pennsylvania, being the southerly five foot (5') strip of Lot No. 6 and the whole of Lots Nos. 7, 8, 9 & 10 on a certain map or plan of the Village of Montana, (now known as Aristes) made in 1870, bounded and described as follows:, to wit:-

BEGINNIG at a point in the westerly line of Centre Street (sometimes referred to as Main Street) said point being a distance of 145 feet southwardly from the southwesterly corner of the intersection of Center and Second Streets;

THENCE, southwardly along the westerly line of Centre Street (sometimes referred to as Main Street) for a distance of 105 feet to a point on the line dividing Lots Nos. 10 and 11.

THENCE westwardly along the said line dividing Lots Nos. 10 & 11 for a distance of 77 feet to a point in the northeasterly line of said railroad right-of-way;

THENCE northwestwardly along the said northeasterly line of said railroad right-of way to a point which is the easterly line of an alley and is 7 feet northwardly from the line dividing Lots 9 & 10;

THENCE northwardly along the easterly line of an Alley for a distance of 73 feet to a point;

THENCE eastwardly along a line parallel with the line dividing Lots Nos 6 & 7 and five feet northwardly therefrom for a distance of 140 feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Francis T. Berger and C. Jean Shairer, Co-Administrators of the Estate of Magorie J. Berger, by their deed dated November 26, 1976, and recorded in the Office for the Recording of Deeds in and for Columbai County, in DB 279 P. 462, granted and conveyed unto Harole R. Berger and Rita M. Berger, his wife

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on March 16, 1984 file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Gerald E. Malinowski, Attorney

VICTOR B. VANDLING, Sheriff

ALL THAT CERTAIN parcel of real estate situate in the Village of Aristes, Township of Conyngham, County of Columbia and Commonwealth of Pennsylvania, being the southerly five foot (5') strip of Lot No. 6 and the whole of Lots Nos. 7, 8, 9 & 10 on a certain map or plan of the Village of Montana, (now known as Aristes) made in 1870, bounded and described as follows:, to wit:-

BEGINNIG at a point in the westerly line of Centre Street (sometimes referred to as Main Street) said point being a distance of 145 feet southwardly from the southwesterly corner of the intersection of Center and Second Streets;

THENCE, southwardly along the westerly line of Centre Street (sometimes referred to as Main Street) for a distance of 105 feet to a point on the line dividing Lots Nos. 10 and 11.

THENCE westwardly along the said line dividing Lots Nos. 10 & 11 for a distance of 77 feet to a point in the northeasterly line of said railroad right-of-way;

THENCE northwestwardly along the said northeasterly line of said railroad right-of way to a point which is the easterly line of an alley and is 7 feet northwardly from the line dividing Lots 9 & 10;

THENCE northwardly along the easterly line of an Alley for a distance of 73 feet to a point;

TRENCÉ eastwardly along a line parallel with the line dividing Lots Nos 6 & 7 and five feet northwardly therefrom for a distance of 140 feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Francis T. Berger and C. Jean Shairer, Co-Administrators of the Estate of Magorie J. Berger, by their deed dated November 26, 1976, and recorded in the Office of the Recording of Deeds in and for Columbia County, in DB 279 P. 462, granted and conveyed unto Harole R. Berger and Rita M. Berger, his wife

FIRST NATIONAL TRUST BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY, PA.
	:	
VS.	:	CIVIL ACTION - LAW
	:	
HAROLD R. BERGER and	:	NO. 1-84 E.D.
RITA M. BERGER, his wife,	:	
Defendants	:	ACTION IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF  
REAL ESTATE

TO: HAROLD R. BERGER and  
RITA M. BERGER, Defendants herein and title owners of the  
real estate hereinafter described:

NOTICE is hereby given that by virtue of the above-captioned  
Writ of Execution, issued under the above captioned judgment, directed  
to the Sheriff of Columbia County, there will be exposed to public  
sale by vendue or outcry to the highest and best bidders, for cash  
in the Sheriff's Office, Bloomsburg, Columbia County on *Thursday*  
*March 15, 1984* at *10:00* o'clock *A.M.*, in the  
*forenoon* of the said day, all your right, title  
and interest in and to ALL the hereinafter described property:

FIRST NATIONAL TRUST BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PA.
VS.	:	CIVIL ACTION - LAW
HAROLD R. BERGER and	:	No.
RITA M. BERGER,	:	
Defendants	:	ACTION IN MORTGAGE FOR ENCLOSURE

DESCRIPTION OF REAL ESTATE

ALL THAT CERTAIN parcel of real estate situate in the Village of Aristes, Township of Conyngham, County of Columbia and Commonwealth of Pennsylvania, being the southerly five foot (5') strip of Lot No. 6 and the whole of Lots Nos. 7, 8, 9, and 10 on a certain map or plan of the Village of Montana (now known as Aristes) made in 1870, bounded and described as follows, to wit:

BEGINNING at a point in the westerly line of Centre Street (sometimes referred to as Main Street) said point being a distance of 145 feet southwardly from the southwesterly corner of the intersection of Centre and Second Streets;

THENCE southwardly along the westerly line of said Centre Street for a distance of 105 feet to a point on the line dividing Lots No. 10 & 11;

THENCE westwardly along the said line dividing Lots Nos. 10 & 11 for a distance of 77 feet to a point in the northeasterly line of the railroad right-of-way;

THENCE northwestwardly along the said northeasterly line of said railroad right-of-way to a point which is in the easterly line of an alley and is 7 feet northwardly from the line dividing Lots 9 & 10.

THENCE northwardly along the easterly line of an Alley for a distance of 73 feet to a point;

THENCE eastwardly along a line parallel with the line dividing Lots Nos. 6 & 7 and five feet northwardly therefrom for a distance of 140 feet to a point, the place of BEGINNING.

BEING THE SAME PREMISES which Francis E. Berger and G. Jean Shaier, Co-Administrators of the Estate of Margorie J. Berger, by their deed dated November 29, 1976, and recorded in the Office for the Recording of Deeds in and for Columbia County, PA. in Deed Book 279, Page 462, granted and conveyed unto Harold R. Berger and Rita M. Berger, his wife,

WITNESSETH THAT I AM,  
Plaintiff

VS.

MAROLE R. BERGER and  
RITA M. BERGER, his wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: OF COLUMBIA COUNTY, PA.

: CIVIL ACTION - LAW

: NO. 1409 of 11182

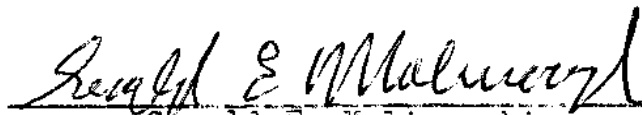
: ACTION IN MORTGAGE FORECLOSURE

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA |  
COUNTY OF NORTHUMBERLAND | SS:

GERALD E. MALINOWSKI, ESQ, being duly sworn according to  
law, does depose and say that the current address of the above  
Defendants is

125 Montgomery Avenue  
Apartment B6  
Boyertown, PA. 19512

  
Gerald E. Malinowski

Sworn to and subscribed before me  
this 20th day of January, 1984

  
Notary Public

My Commission Expires: Sept. 13, 1986

FIRST NATIONAL TRUST BANK,  
Plaintiff

VS.

HAROLD H. BERGER and  
RITA M. BERGER, his wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: OF COLOMBIA COUNTY, PA.  
:  
: CIVIL ACTION - LAW  
:  
: NO.  
:  
: ACTION IN MORTGAGE FORECLOSURE

AFFIDAVIT OF NON MILITARY  
SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF NORTHUMBERLAND ) SS:  
I

GERALD E. MALINOWSKI, Esq., being duly sworn according to law does depose and say that he did upon request of FIRST NATIONAL TRUST BANK, MOUNT CARMEL, PA., investigate the status of Harold H. Berger and Rita M. Berger, Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and your affiant avers that said Defendants are not now, nor were they, within a period of three months last in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940.

Gerald E. Malinowski  
Gerald E. Malinowski, Esq.

Sworn to and subscribed before  
me this 20th day of January, 1984

Deborah M. Dolecki  
Notary Public  
My Commission Expires: Sept. 13, 1986

FIRST NATIONAL TRUST BANK

PLAINTIFF

No. 1 Term 1984  
E.D.

V.S.

HAROLD R. BERGER and RITA M. BERGER,  
his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the <sup>Real</sup>~~personal~~ property of the defendant on the premises located at  
Village of Aristes, Conyngham Township, Columbia Co., Pa.

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

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at \_\_\_\_\_

You are hereby released from all responsibility in not placing watchman or insurance on <sup>Real</sup>~~personal~~ property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges.~~

*Joseph E. McIlwain*  
Attorney for Plaintiff