# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of t	he 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 1	public newspapers
and by handbills set up in the most public places in my bailiwick, I did on THURSD	
15th day of MARCH 19.84, at	
o'clock	-
to sale at public vendue or outcry, when and where I sold the same to JOHN and El 533 Sixth Avenue, Warminster, Pennsylvania	/A JUNES,
555 STACH AVENUE, MATHEMATICAL PROPERTY AND	
for the price or sum of Eighteen Thousand (\$18,000.00) Plus One Hundred and Fix One Hundred Poundage and One Hundred-Eighty (\$180.00) Realty Transfer Tax and (\$180.00)	· - · · ·
being the highest and best bidder, and that the high	•
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 (c) State Stamps	180.00 180.00
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	
NO. 1409 - 1983 J.D. NO. 1 - 1984 E.D.	
1107 4 1707 6108	
Sheriff's Office, Bloomsburg, Pa. ) So answers	
27 MARCH 1984 Yeston B Vandle	~ GX
	Sheriff

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

FIDCT MATIONAL TOUCT DANK		
FIRST NATIONAL TRUST BANK,	IN THE COURT OF COMMON PLEAS OF	
Plaintiff	COLUMBIA COUNTY, PENNSYLVANIA	
	No. 1 Term 19 84 E.D.	
vs (	No A,D.	
HAROLD R. BERGER and	No. <u>1409</u> Term 19 J.D.	
RITA M. BERGER, his wife Defendants	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)	
		· .
Commonwealth of Pennsylvania.		
County of Columbia:		
TO THE SHERIFF OFCOLUMBIA	COUNTY, PENNSYLVANIA	
TO EFFIC STERKIFF OF	COUNTY, PENNSYLVANIA	
To satisfy the judgment, interest and cost in the following described property (specifically described	e above matter you are directed to levy upon and sell the property below):	
five foot (5') strip of Lot No. 6 and t	state situate in the Village of Aristes, Township ommonwealth of Pennsylvania, being the southerly the whole of Lots Nos. 7, 8, 9 & 10 on a certain (now known as Aristes) made in 1870, bounded and	
BEGINNIG at a point in the wester as Main Street) said point being a dist corner of the intersection of Center an	Ty line of Centre Street (sometimes referred to ance of 145 feet southwardly from the southwester and Second Streets;	1y
THENCE, southwardly alont the west to as Main Street) for a distance of 10 10 and 11.	terly line of Centre Street (sometimes referred 05 feet to a point on the line dividing Lots Nos.	
THENCE westwardly along the said I of 77 feet to a point in the northeaste	ine dividing Lots Nos. 10 & 11 for a distance rly line of said railroad right-of-way;	
THENCE northwestwardly along the s of way to a point which is the easterly line dividing Lots 9 & 10;	aid northeasterly line of said railroad right- vline of an alley and is 7 feet northwardly from t	the
THENCE northwardly along the easte a point;	rly line of an Alley för a distance of 73 feet to	
THENCE eastwardly along a line par five feet northwardly therefrom for a BEGINNING.	allel with the line dividing Lots Nos 6 & 7 and distance of 140 feet to a point, the place of	
of the Estate of Magorie J. Berger, by	\$ 14,774,64	ors In 1
Total	\$ 14,774.64 Plus costs	
s endorsed,		. :
	Prothonotary, Common Pleas Court of Columna County Penna	

January 24, 1984 (SEAL)

### 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. 0. Box 12051

Fhila., FA 19109 5

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.
Ź	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).
F	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.

## **LIST OF LIENS**

### **VERSUS**

***************************************	Court of Common Pleas of Columbia County, Pennsylvani
First National Trust Bank	No. 1734 of Term, 1979
	Real Debt     \$ 16,736.40
	Interest from
versus	Commission
Hamald D. & Dita M. Danser	Costs
Harold R. & Rita M. Berger	Judgment entered
	Date of Lien October 24, 1979
······	Nature of Lien Note
U.S. America	
U.S. America	No. 648 of Term, 1983
	Real Debt
	Interest from
versus	Commission
Rita Berger	Costs [ ] Judgment entered
in the benger	Date of Lien June 13, 1983
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Nature of Lien Federal Tax Lien
	4
First National Trust Bank	No. 1409 of Term, 1983
	Real Debt     \$14,774,64
	Interest from
versus	Commission
U 315 A 511 H 5	Costs
Harold R. & Rita M. Berger	Judgment entered
	Default Judgment
······································	Nature of Lien Deraute oddyment
	No.
	No
	·
	Real Debt[!\$]
	Real Debt
	Real Debt       [!\$         Interest from                  Commission
	Real Debt         \$         Interest from                  Commission                  Costs                  Judgment entered
versus	Real Debt     \$ Interest from           Commission         Costs         Judgment entered Date of Lien
	Real Debt     \$ Interest from           Commission         Costs         Judgment entered Date of Lien
versus	Real Debt     \$
versus	Real Debt     \$ Interest from           Commission         Costs         Judgment entered Date of Lien Nature of Lien
versus	Real Debt         \$         Interest from                  Commission                  Costs                  Judgment entered                 Date of Lien                 Nature of Lien                 No.       of       Term, 19
versus	Real Debt     \$   Interest from
versus	Real Debt     \$ Interest from             Commission           Costs           Judgment entered     Date of Lien     Nature of Lien     Neal Debt     \$   Interest from
versus	Real Debt       \$
versus	Real Debt         \$         Interest from                  Commission                  Costs                  Judgment entered                  Date of Lien                  Nature of Lien                  No.       of       Term, 19         Real Debt         \$         Interest from                  Commission                  Costs
versus	No. of Term, 19  Real Debt     \$

No	BLOOMSBURG, PA., March 5  Sheriff  M

#### To FREDERICK J. PETERSON, Dr.

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

List of Liens	\$10.	೧೦		
	<del>.</del>	į		
	····			
	·	.\	15	

# State of Pennsylvania County of Columbia ss.

I, Frank = Brishine, 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., 1984

Benerly J. Michael
RECORDER
DEPARTS

# Mortgage

MADE THIS Ninth
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
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 1/5 feet continued.

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 and complete the construction of the said building or buildings; hereby giving to Mortgagee full power and authority to 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 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 necesary 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 Mortgagor 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 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 convenants 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 rate of the date of default, and thereafter at the lower of ten percent (10%) per annum or the highest aggregate with the provisions hereof and of said Note, including all sums which may have been loaned by Mortgager in accordance after the date of this Mortgage, and all sums which may have been advanced by Mortgagee to Mortgagor rents, charges or claims, insurance, or repairs to the Mortgaged Property, all costs of suit, together with interest on any and premium permitted by law hereunder, from and after the date of any Sheriff's Sale until actual payment is made by (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 gaged 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 Mortgagor hereby assexisting or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said Pennsylvania or elsewhere to appear for Mortgagor and as attorney or attorneys of any Court of the Commonwealth of amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagor Property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by institution of foreclosure proceedings upon this Mortgage, or after judgment thereon or on said Note, or after a Sheriff's
- 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 bayment.
- 8. If Mortgagor pays to Mortgagee said principal sum and all other sums payable by Mortgagor to Mortgagee as are here-by 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 "Mortgager" 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.

		Harold R. Berger	(SEAL)
800.	181 - 1068	Rita M. Berger	(SEAL)

### 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 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 Apid 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 91 PER CENT per annum.
- The term of said bond and mortgage is extended for a period of Twenty-one months

COMMONWEALTH OF PENNSYLVANIA : 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 Officially

Notary Public

My Commission Expires September 13,198

COMMONWEALTH OF PENNSYLVANIA : COUNTY OF NORTHUMBERLAND :

On this, the 17th day of August ,1987, before me , the undersigned officer, personally appeard , 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 therin contained.

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

Notary Public

My commission Expires September 13, 1982

800° 312 Har 199

#### MORTGAGE

	First National Trust Bank		**********	***************	(mereimmiter i	AMERICAL DIRE OF WO	re called "Mortgagor"
1	and Pilot National Trust Dank			***************		(hereinafte	r called "Moregagee")
	In consideration for and to secure payment to	o Mortgagee l	y Harold	l R. Berg	er and Rit	a M. Berger	
				*************************			+
	of a loan and any interest and costs due thereon e	videnced by a	Promissory N	Note dated O	ctober 3	, 19	80 , with a Total o
,	Payments/Feteraph/CROBOCO/PROCESSOCIONS	<b>CHAPPERDEC</b>	geocopy) ,	of \$ 7577.	+6 (	17	<u> </u>
1	extension thereof and any other promissory note "Note") and performance of all conditions, cover Mortgagor to Mortgagee now existing or hereaft	er incurred, th	ie Mortgagor	does by these	toted therefor, a d in the Note at presents grant,	iny or all of which id any other loans bargain, sell, con	h are hereinafter calle
1	the Mortgagee, ALL the following described real	estate situate i	n the (SixxX	<b>modinapa</b> Nation	of Aristas Oxio of Conv	ngham	, Commonwealth o
ı	Pennsylvania (hereinafter called "Premises") knov	vn and designa	ted as Me	in St	»b	Aristes	Columbia
ı	Pennsylvania, conveyed to the Mortgagor by Deed	I dated Dece	mber 10	Street Address	. duly recorded	Municipality in the office for t	County the Recording of Deed
	in said County in Deed Book No. 279	Page 462	, as the				y, as more particular
٠	described as follows or on the reverse side hereof. Single cement bi						,, p
	TOGETHER with all the buildings and imperies, privileges, herediaments and appurtenate TO HAVE AND TO HOLD the Premises successors and assigns, forever.						
	THIS MORTGAGE IS MADE subject to the	e following cor	rditions, cove	nants and obl	gations:		
	covenants and obligations as required or p	made when di	ze, includino	Paymente du	bu accalassata	n of maturity, an	d all other conditions
	1 , <del></del>						
_	b. Mortgagor covenants and warrants the c. Mortgagor will pay when due aff tax						
	due all amounts secured by any prior lien on the	pare mereor, a he Premises : as	uq ma witi aetin	er recespis the	refor to the Mos	igagee upon requ	est, and shall pay wher
	d. Mortgagor will keep the Premises in Mortgagee and the policies and renewals evid the Mortgagee; and	sured against lencing such in	fire and such isurance shall	other hazard have attached	in such amoun I thereto a loss	it or amounts as r payable clause(a)	nay he required by the
	e. Mortgagor will neither commit nor s						
	f. In the event of any default in the mak	ing of any pay	ment due se	d navahte und	er the Mote on t	a aka basasa a a	
	The transfer of the configurations to the	taineu nerein o	OF IN INC. NO.	F. OF IN SHU A	thae obligation	n/ Massa	
	closure proceedings upon this Mortgage, and	may proceed	II KORKINSVIIN I	Bribe an action	· Af marinage for		
	accompanies and the second		10 MOUMENT	BDD EVECUTION	In earnual the	halaaaa da	
	and the state of t	RIOZHEVA LECA.	to juagment costs of suit	and execution	to recover the	balance due on d	he Note and any othe
_	mitted by faw, and (ii) enter into possession and, after deducting all costs of collection at	of Premises, w nd administrat	to judgment costs of suit : tith or withou	and execution and costs of a section of a se	to recover the sle to the exten , lease the same	balance due on d t, if any, provided t, collect all rents	he Note and any other in the Note and per and profits therefron
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ン	mitted by law, and (ii) enter into possession and, after deducting all costs of collection at necessary maintenance and operation costs (if as Mortgagee in Mortgagee's sole discretion fortgagee; and g. Mortgagor hereby waives and release	of Premises, w nd administrat ncluding agen may elect and	to judgment costs of suit . ith or withoution expense, its' fees and : Mortgagee s	and execution and costs of a at legal action apply the ne attorneys' fees hall be liable	to recover the sale to the exten , lease the same t rents and pro ) or on account to account only	balance due on d t, if any, provided t, collect all rents fits to the payme of the Note, in st for rents and prof	he Note and any othe I in the Note and per and profits therefron not of taxes and othe uch order and amount its actually received b
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# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of t	he 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	0.0
and by handbills set up in the most public places in my bailiwick, I did on THURSD	
15th day of MARCH 1984, at	
o'clock A.M., of said day at the Court House, in the Town of Bloomsburg, Pa., ex	
to sale at public vendue or outcry, when and where I sold the same to JOHN and E 533 Sixth Avenue, Warminster, Pennsylvania	
for the price or sum of Eighteen Thousand (\$18,000.00) Plus One Hundred and Fig One Hundred-Poundage and One Hundred-Eighty (\$180.00) Realty Transfer Tax and (\$180.00)	red-Eighty ) StateDollars Stamps
being the highest and best bidder, and that the high	est 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 105.00	
	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 (c) State Stamps	180.00 180.00
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 ) Ventor B Vandel	Sheriff
VICTOR B. VANDLING	<u> </u>



### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE Bloomseurg, Pennsylvania, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief 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:

information.

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

Very truly yours,

A. J. Zallo, for

V. B. Vandling, Sheriff



### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

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

A. J. ZALE, Chief Deputy

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

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. Fr	iday,	
in the	cepti	oneđ	This memo is to notify you that the scheduled SHERIFF'S SALE case was heldMarch 15, 1984
by you \$8.34.	are l	eing	Copies of tax notices requested and forwarded to this office returned. Monies collected are being forwarded <u>\$54.03</u> and
Warmine	+	D- 1	Property purchased by John and Eve Jones, 533 Sixth Ave.,

Thank your for your cooperation in this matter, .

Very truly yours,

A. J. Zale for Victor B. Vandling

# Henrie Printing

LETTERPRESS and PHOTO OFFSET PRINTING

Rear 40 West Main Street Bloomsburg, Pennsylvania 17815

Phone: 717-784-1633

When Making Remittance,
Please Include This
Number 4050

	unty Shriff (Berger)	Feb	2,198	4
DATE Our Order No.	25 Shiriff Jah Signi	Your Order No.	AMOUNT 37 25	TOTAL
	Thank you			37 25
		29/	184	

PLEASE PAY FROM THIS INVOICE WE DO NOT SEND MONTHLY STATEMENTS

J. Stephen Buckley . . . . . . . . . . being duly sworn and says that Press-Enterprise is a newspaper of general circulation in the forencon of the and place of business at 3185 Lackawanna Avenue, Bloomsburg, Couni of Pennsylvania, and was established on the 1st day of March, 1902, ALL THAT CERTAIN porcel daily (except Sundays and Legal Holidays) continuously in said Town of real estate situate in the Village of Aristes.

Township of Conynghom, County of Columbia and advertisement in the above optified accounty of Columbia and 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; that Press-Enterprise are interested in the subject matter of said notice. that all of the allegations in the foregoing statement as to time, r publication are true.

(Nota

My Commis

MATTHEW BLOOMSBURG ' MY COMMISSION Member Pennsylvani

hereby certify that the advert bblishing the foregoing notice

SHERIFF'S SALE y virtue of a Writ of Execution No. 1 of 1984, issued out of the Court of Common Pleas of Columbio 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:

Thurs., March 15,1984 at 10:00 o'clock a.m. oses said day, all the right, title and interest of the ifice Defendant's in and to: lhed Commonwealth of Pennsylvania, being the southerly five foot (5') strip of Lot No. 6 and the ber 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 the westerly

aid

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 and Second Center

Streets; THENCE, southwordly along the westerly line of Centre Street (some-ISES which Francis T.

Berger and Co-Administra-Shoirer, tor of the Estate of Majarie J. Berger, by their deed lated Novemper 26, 976 and recorded in the Office for the Recording of Deeds in and for Columbia County, in Deed Book 279, page 462, granted and conveyed unto Harole R. Berger and Rita M. Berger, his wife.

NOTICE is hereby given to ali claimani in interest that the Sher March 16 iff will d 1984, file a 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

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 SS: COUNTY OF COLUMBIA

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.

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

MATTHEW 10H BLOOMSBURG MY COMMISSION: Member Pennsylvan

charges amounting to \$ . . . . . . for publishing the foregoing notice in interest, that the Sheraffidavit have been paid in full.

SHERIFF'S SALE virtue of a Writ of Execution No. 1 of 1984, issued out of the Court of Common Pleas of Columbia County, directed will be to me, there exposed to public sale, by vendue or outcry to the highest and best bidfor cash in the ders, for cash in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, 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 fice 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 Band Commonwealth of Pennper being the sylvania, being the southerly live 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, (naw known as Aristes) made in 1870, bounded and described as follows, to-wit: BEGINNING at a point in

aid

10r

the westerly line of Centre Street (sometimes referred to as Main referred to as main Street) said point being a distance of 145 feet southwardly from the southwesterty corner of the intersection of the intersection of Center and Second Streets:

southwardly THENCE, along the westerly line of Centre Street (some-ISES which Francis T.

Berger and C. Jean Sheirer, Co-Administration of the Estate of the Estate of J. Berger, by Majorie J. Berger, by their deed agled Novem-My Commis ber 26, 1976, and recorded in the Office for the Recording of Deeds in and for Columbia County, in Deed Book 279, page 462, granted and conveyed unto Harole R. Berger and Rita M. Berger, his

NOTICE is hereby given to all claimants and parties 1 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 thereto 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

SHEKIFF'S SA	-	,	COST SHEET
FIRST NATIONAL TRUST BANK VS	Berge	R, HAROLD	+ RifA
THURSDAY, MARCH 15, 198		,	
WRIT OF EXECUTION:			
Judgement Principal		\$ 14,774.69	<u>/</u>
Insurance		<del></del>	<del>-</del>
Interest from to	<del></del> -		<del></del>
		··-·	<del></del>
Interest fromto	_		· 
Attorneys' Fee			<del></del>
	Total	s 14, 774. 6	4 \$ 14.774.64
INITIAL PROTHONTARY COSTS: (PD. BY ATTY.)			
Proth. (Writ)		\$ 15.00 P.	
Pro. Pd.		35.50 Pd. 38.90 Pd.	
Shff. V.			
Judg. Fee Atty. Fee		<u>9.00</u> Pd.	•
Satisfaction		<del></del>	· · · · · · · · · · · · · · · · · · ·
		- 00 10	98.40
	Total	\$ 98.40	\$ 98.40 14.873.04
SHERIFF'S COST OF SALE:		<u> </u>	1,015,20
Docket & Levy		\$ 10.75	11.888 .24
Service of Notice		3.44	· · · · · · · · · · · · · · · · · · ·
Postage Posting of Sale Bills (Bldg., Office, Lobby,	. etc.)	15.00	er e
Advertising, Sale Bills	,,	5.00	•
Newspapers		5.00	
Mileage		<u>9.00</u> 5.10	
Crying/Adjourn of Sale Sheriff's Deed (executing & registering)		20.00	
Solicitor's fee			
	Total	\$ <u>83.19</u>	\$ <u>83.19</u>
Press-Enterprise			
Henrie Printing		\$ 184.28 37.25	
·			
	Total	\$ 221.53	\$ 221.53
Prothonotary - List of Liens		\$ <u>/0.00</u>	
Deed	Total	\$ 15.00	\$ 15.00
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Y
Recorder of Deeds, Col. Co.			. 18.50
Deed, Search, etc.	Total	\$ 18.50	\$ 78.30
REAL ESTATE TAXES:			
Borough/Twp. & County Taxes, 1984 School Taxes, District, 19		\$ 54.03	
School Taxes, District	(Lights)	8.34	
Delinquent Taxes, 1982, 1983, 19 , TOTAL	AMOUNT	614.61	
			- A
	Total	\$ 476.1	\$ 676.98
SEWERAGE RENT DUE .			-
Municipality for 19		<b>\$</b> ———	\$
			\$ 1015.20
BUYER: 1.1. 10 - 533 2th Alexander	e e e e e e e e e e e e e e e e e e e	· A comme	2.5-674-3432
BID PRICE: \$ 15,000 POUNDAGE \$ 105.			, <i>Y</i>
DEED IN NAME OF: John 4 the Tare Co		4 5	check check
REALTY TRANSFER TAX \$ / STATE STAMPS	\$	- 9 <del>-</del>	9,465.00
		•	7,74
Marie			
Committee to the photogram of the second	٠,		
12 14 1 Thomas de Can	bodies.		

### COMPONE ALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF FIELD OPERATIONS

#### 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

<u>-</u>	FULL CONSIDERATION IS NOT SET FOOR (3) A TAX EXEMPTION IS CLAIMED	ORTH IN THE DEED, (2) TH D. (REFER SECT. 8, RTT A	E TRANSFER IS WITHOUT.	CONSIDERATION OR AGIFT, 1742 AS AMENDED)			
		SECTION I					
	(0	OMPLETE FOR ALL TRA	NSACTIONS)				
	Harold R. Berger and Rita	M. Berger, his wife,	By the SHERIFF of	Columbia County.			
	GRANTOR (S) ADDRESS ZIP CODE						
Tohn and Eug Tonge							
-	GRANTEE (5)	333 31 X L	ADDRESS	18974 - ZIP CODE			
	LOCATION OF LAND, TENEMENTS A	NO HEREDITAMENTS:					
	Village of Aristes	Conv	maham Townshin	Columbia			
-	Village of Aristes P.D. STREET & NUMBER OR OTHER DES	CRIPTION NAME OF LO	CAL GOVERNMENTAL UNIT	COLUMDIA			
	FULL CONSIDERATION \$ 18,000.0						
		··					
	FAIR MARKET VALUE \$ 5160.00		ALTY TRANSFER TAX PA	· · · · · · · · · · · · · · · · · · ·			
	TAX EXEMPT TRANSACTIONS: IF TO REASON (S) AND CITE PORTION OF I	RANSFER IS PARTIALLY OF	WHOLLY EXEMPT, SHOW	AMOUNT EXEMPT,			
-							
-	IF THIS IS A TRANSFER FROM A STR	AW ACENT OF TRUCT ACE	EFHENT COURT FTF THE	T DEVENOT CIRE			
	TO THIS IS A TRANSPER FROM A STR	AN, AGENT ON TRUST AGE	CEMENT, COMPLETE TRE	E KEYERSE SIDE.			
	(COMPLETE ONLY IF PROPER	SECTION II TY WAS SUBJECT TO LIE	N OR MORTGAGE AT TI	HE TIME OF TRANSFER)			
	EXISTING MORTGAGE: \$	DISPOSITI	DN				
_	MORTGAGEE		ADDRESS				
	EXISTING MORTGAGE: \$	DISPOSITO					
			ON	······································			
_	MORTGAGEE		ADDRESS				
	EXISTING LIEN OR OBLIGATION: \$	DISPOSITI	ON	···			
_	-30)						
	EXISTING LIEN OR OBLIGATION: \$	DISPOSITI	ADDRESS	<i>i</i>			
	ENGTHE SIEN ON OPERATION. J.	0(3) 031) 10	J. N				
_	LIENHOLDER		ADDRESS				
		SECTION III					
	(COMPLETE O	NLY IF TRANSFER IS RE	SULT OF JUDICIAL SAL	_E)			
	OFFICIAL CONDUCTING SALE Vict	or B. Vandling, Col					
	SUCCESSFUL BIDDER See Grant		ADDRESS	TITLE			
NAME ADDRESS TITLE							
		JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE			
1	HIGHEST ASSESSED VALUE			s 1720.00			
	JUDGEMENT PLUS INTEREST	\$ 14,774.64					
	BID PRICE		\$ 18,000.00				
	PRIOR RECORDED HORTCAGE	<b>\$</b>   <b>c</b>	\$				
	PRIOR RECORDED MORTGAGE PRIOR RECORDED MORTGAGE	5   c	\$				
<del>-</del>	THE RECORDED MORIDAGE	676.00					

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			s 1720.00
JUDGEMENT PLUS INTEREST	5 14,774.64		
BID PRICE		\$ 18,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	5	S	CASH STORE VERSIONS
PRIOR RECORDED MORTGAGE	<u>s</u>	\$	
UNPAID REAL ESTATE TAXES	s 676.98	\$	
WATER RENT DUE	s	\$	
SEWAGE RENT DUE	s	\$	
ATTORNEY FEES	s	\$	
OTHER (COSTS, ETC.)	\$ 436.62	s	
TOTAL	\$ 15,888.24	s 18,000.00	s 1720.00

	i
+ORN AND SUBSCRIBED BEFORE ME THIS	ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS
DAY OF 19	TRUE, FULL AND COMPLETE TO THE
	BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
NOTARY FUBLIC	ax Fale
Y COMMISSION EXPIRES	GRANTEE GRANTEZ
	☐ GRANTOR AGENT FOR GRANTOR
	STRAW 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 Asset . 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 1% THEREAFTER OF THE BID PRICE. ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 100 , WHICHEVER IS HIGHER. ALSO. STATE STAMPS OF 1% OF BID OR OF \$ 77.8 , WHICHEVER IS HIGHER. BUYER \_\_\_\_\_ PRICE POUNDAGE \_\_\_\_\_ DEED IN NAME OF \_\_\_\_\_ REALTY TRANFER TAX STATE STAMPS



#### 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.

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### Sheriff Victor B. Vandling

To: Susan Shotwell

Date: 9 February 1984

Subject: Sheriff's Sale (Legal Advertisement)

- 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)
- Any questions should be directed to the undersigned.

al Zale

NOTE:

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



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Frist National Trust Bank

VS

Harold R. Berger andRita M. Berger, H/W

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 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 post	ing performed by Columbia
County Deputy Sheriff Delbert Doty	•

So Answers;

Delbert Doty

Deputy Sheriff

Fon:

Victor B. Bandling Sheriff, Col. Co.

Frederick J. Peterson, Prothonotary Columbia County, Pennsylvania



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING

SHERIFF

TEL.: 8UBINESS 717-784-5551 RESIDENCE 717-752-5765

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

#### A. J. Zale KAYWKKUVXXXIIKOVSKIXYK

CHIEF DEPUTY

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

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

SERVICE ONRITA M. BERGER
January 27, 1984, sent a true and attested copy of the ithin Writ of Execution and a true copy of the Notice of Sheriff's Sale f 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
ame on <u>January 30, 1984</u> per signature of <u>Rita M. Berger</u> on Return Receipt Card attached hereto and
ade part of this return. Receipt for Certified Mail No. P 307 193 944 s attached.
So Answers:
A. J. Zale Chief Deputy Sheriff
For:

Victor B. Vandling Sheriff Columbia County

Sworn and subscribed before me this <u>lst</u> day of <u>February 1984</u>



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING

SHERIFF

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

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

### A. J. Zale

CHIEF DEPUTY

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

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

(MONTGAGE TONEOECOME)
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 <u>January 30, 1984</u> per signature of <u>Harold R. Berger</u> on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. F 307 193 943 is attached.
So Answers:
A. J. Zale Chief Deputy Sheriff
For: And B Vandle

Victor B. Vandling Sheriff Columbia County

Sworn and subscribed before me this <u>31st</u> day of <u>January 1984</u>

RosedenkokxixxRekersenx Tami R. Kline Prothonotary, Columbia County, Penna. Copies to: Henrie Printing 1/26/84

PE, Legal Ads, Wed., Feb 22, 29 & Mar 7, 1984. Affidavit requested. 1/26/84

Clair Friday, Tax Collector - Conyngham Twp. 2-/-84

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 alont 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 rightof 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 forColumbai 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.

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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 alont 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; or

THENCE northwestwardly along the said northeasterly line of said railroad rightof 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;

TRENCE 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 Officenciar Like Recording of Deeds in anchiforColumbai 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 OF COLUMBIA

VS.

CIVIL ACTION - LAW

HAROLD R. BERGER and RITA M. BERGER, his wife, NO. 1-84 E.D.

Defendants

ACTION IN MORTGAGE FORECLOSURE

#### NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: HAROLD R. BERGER and RITA M. BERGIR., Defendants herein and title owners of the real estate herimaft er 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 Sher iff's Office, Bloomsburg, Columbia Courty 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, Haint iff IN THE COURT OF COMMON HARS OF

COLUMBIA COUNTY, BA.

VS.

CIVIL ACTION

HAROLDR.BERGER and RITA M. BESGIR,

NO.

D ef erda nt s

ACT TO N IN MORTGAGE FOR ECLOSURE

#### 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 mortheasterly line of the railroad right-of-way;

THEMCE morthwestwardly along the said mortheasterly 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 morthwardly along the easterly line of an Alley for a distance of 73 feet to a point;

THENCE eastward! y 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 Fram is E. Perger and G. Jean Shaier, Co-Administrators of the Estate of Margorie J. Berger, by their deed dated No vember 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,

FIRST LOTOLAL THEFT HATT.

: IN THE COURT OF COMMON PLEAS

: OF | COLUMBIA

COUNTY. FA.

VS.

CIVIL ACTION - LAW

MAROLD R. PURGER and

NO. 1404 A 19142

RITA M. PERGER, his wife, Defendants

ACTION IN MORTGAGE FORECLOSULE

APPIDAVIO OF WHEREABOUTS OF DEFENDANTS

COMMONIBALTE OF PENNSY IV AN IA COUNTY OF NORTHUMBELLAND

GERALD E. MALINOSKI, ESC, 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

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

My Cormission Expires: (

FIRST NATIONAL TRUST BANK, Flaintiff

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

VS.

CIVIL ACTION - LAW

MAROLD R. BERGER and RITA W. BERGER, his wife, Defendants MO.

is wife, fendarts

ACTION IN MCREGAGE FORECLOSURE

### AFFIDAVIT OF NON MILITARY SERVICE OF DEFENDANTS

COMMONYEALTH OF PENNSYLVANIA | SS:
COUNTY OF NORTHUMBERLAND |

GERALD E. MALINCUEKI, Esq., being duly sworn according to law does derose and say that he die wron request of FIRST NATIONAL TRUST BANK, MOUNT CARNEI, PA., investigate the status of Barold R. 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 region of three morths last in the military or naval service of the United States within the purview of the eforesaid Soldiers' and Sailors' Civil Relief Act of 1940.

Serula & Millinoigh Gerale E. Malin-ski, Eso.

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

My Commission Exprises; Lept. 13,1986

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	PLAINT	TFF	No	1	Term 19.84
Ťr.	a				E.D.
V.	S.			-	
	and RITA M. BERG	ER,			
his wife		<del></del>			
	DEFENI	DANTS		• .	
To: VICTOR B. V.	ANDLING	Sheri	ff <sup>.</sup>		· · · · · · · · · · · · · · · · · · ·
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You are hereby releas	sed from all respon	sibility in not p	Jacing w	atchman or insur	Real
property levied on by	virtue of this writ.	Realester	NEST XESSEN	ANASARIA: RIGIAS PARA	KXXXXX
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·				Altor.	ney for Plaintiff