

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

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

(717) 825-9401

RETIRED

ANDREW HOURIGAN, JR.

FALVELLO LAW OFFICE BUILDING
CONYNGHAM-DRUMS ROAD

BOX A 103

R. O. I. SUGARLOAF, PA 18249

(717) 788-4191

October 17, 1984

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

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

Attention: Al Zale, Chief Deputy

Re: United Penn Bank vs. Walter Gosciminski
t/a The Whistle Stop Civ. No. 1215 of 1982

Dear Al:

This will confirm our telephone conversation on October 16, 1984.
I directed you to stay the Sheriff's sale of real estate scheduled for October 18, 1984.

Please give me a breakdown on foreclosure costs incurred by the Bank.

Very truly yours,

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

Glenn G. Yanik

Glenn G. Yanik, Esquire

GGY/pm

cc: R. G. Rohrbach

OFFICE OF THE SHERIFF
COLUMBIA COUNTY
BLOOMSBURG, PA
OCT 18 1984

HOURIGAN, KLUGER, SPOHRER & QUINN

ALLAN M. KLUGER
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LAW OFFICES

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

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RETIRED

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FALVELLO LAW OFFICE BUILDING
CONYNGHAM-DRUMS ROAD
BOX A 103
R. D. 1, SUGARLOAF, PA 18249
(717) 788-4181

October 22, 1984

Al Zale
Sheriff of Columbia County
P. O. Box 380
Bloomsburg, Pa. 17815

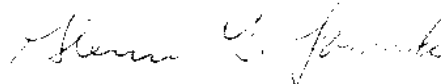
Re: Walter D. Gosciminski

Dear Al:

I enclose check in the amount of \$116.65 for the additional expense relative to the above-captioned matter.

Very truly yours,

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



Glenn G. Yanik, Esquire

GGY/pm
Enclosure

OFFICE OF CLERK
COUNTY OF COCOS
OCT 24 1984
10 23 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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

October 19, 1984

Glenn G. Yanik, Esq.
700 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

RE: United Penn Bank
vs
Walter D. Gosciminski
t/a The Whistle Stop

Dear Glenn:

Received your written advisement relative to STAY of Sheriff's Sale in the captioned case.

A breakdown on the foreclosure costs incurred by the bank include Sheriff Costs for docket, levy, advertising preparation, posting property, etc. plus mileage \$49.75 plus \$6.00 surcharge. Additional costs include Henrie Printing (Handbills) \$58.90, Press-Enterprise, Inc. (Legal Ads) \$487.00, Prothonotary (Liens List) \$10.00 and Recorder of Deeds (Copywork) \$5.00. Total amount \$616.65.

A \$500.00 advance cost deposit was received July 13, 1984 at time Writ was filed. Thus the plaintiff is being billed for the additional \$116.65.

Any comments or inquiries should be directed to the undersigned. Your usual early reply will be appreciated.

Very truly yours,

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

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: GLENN G. YANIK, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 26136

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

UNITED PENN BANK,

Plaintiff

vs.

WALTER GOSCIMINSKI, t/a
THE WHISTLE STOP and also
t/a PARK LANE AUTO BODY,

Defendant

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

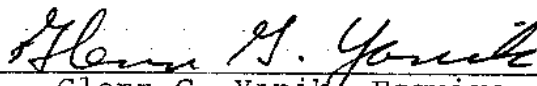
NO. 1215 of 1982, J.D.

NO. 29 of 1984, E.D.

NOTICE OF CONTINUANCE OF SALE:

NOW COMES the Plaintiff, United Penn Bank, by its attorney, Glenn G. Yanik, and pursuant to the Pennsylvania Rules of Civil Procedure Number 3129 (d) directs the Sheriff to adjourn and continue the above-captioned sale scheduled for September 6, 1984, to the day certain of Thursday, October 18, 1984, at 10:00 a.m.

That the Sheriff is requested to make public announcement of the adjournment and continuance of the sale in the above-captioned matter at the time scheduled for the sale on September 6, 1984.


Glenn G. Yanik, Esquire
Attorney for Plaintiff

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: GLENN G. YANIK, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 26136

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

UNITED PENN BANK,

Plaintiff

vs.

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Defendant

IN THE COURT OF COMMON PLEAS
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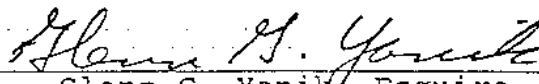
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Glenn G. Yanik, Esquire
Attorney for Plaintiff



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

October 19, 1984

Mae Hollingshead
Tax Collector
214 North Street
Catawissa, Pa. 17820

RE: United Penn Bank
vs
Walter Gosciminski


Dear Mrs. Hollingshead,

You are hereby advised that SHERIFF'S SALE scheduled in the above captioned matter has been STAYED / ~~ABANDONED~~ by counsel for the Plaintiff. Thus the Sale scheduled to be held 18 October 1984 has been cancelled.

TAX NOTICES / ~~SEVERAL~~ requested are being returned. Defendants continue to be owners of the said property. Should action be again instituted you will be so informed.

A sincere "Thank you" for your cooperation in the matter.

Very truly yours,


A. J. Zale for
Victor B. Vandling



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

October 19, 1984

Peggy Long, Secretary
Catawissa Borough
P. O. Box 44
Catawissa, Pa. 17820

RE: United Penn Bank
vs
Walter Gosciminski

Dear Ms. Long,

You are hereby advised that SHERIFF'S SALE scheduled in the above captioned matter has been STAYED / ~~WARRANT FOR~~ by counsel for the Plaintiff. Thus the Sale scheduled to be held 18 October 1984 has been cancelled.

LIGHT, WATER / SEWER BILLS requested are being returned. Defendants continue to be owners of the said property. Should action be again instituted you will be so informed.

A sincere "Thank you" for your cooperation in the matter.

Very truly yours,

A. J. Zale for
Victor B. Vandling

CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary

P. O. Box 44

Catawissa, PA 17820

August 31, 1984

Al Zale, Chief Deputy
Columbia County Court House
Main Street
Bloomsburg, Pa. 17815

Dear Mr. Zale:

As requested here is a break down of the utilities owed by Watler Gosciminski on his 119 Pine Street, Catawissa property.

Light bills:	July 2, 1984	\$207.66
	August 2, 1984	\$203.64
There would also be a bill to date of final reading on the lights.		

Sewer bills:	June 31, 1984	\$22.80
	July 31, 1984	\$18.90
	August 31, 1984	\$18.00

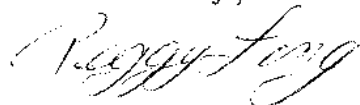
Water bill:	August 31, 1984	\$32.00
-------------	-----------------	---------

There would also be sewer and water bill for the usage in September, if it is settled before the middle of the month the bills will be half the amount.

Total amount due to date: \$503.00.

If there are any questions please call.

Sincerely,



Peggy Long
Secretary

ALC 11-100
11-100
11-100
11-100
11-100

7/6/83

SHERIFF'S SALE

COST SHEET

United Penn Bank

VS

Walter D. ...THURSDAY, September 14, 1984NO. 27-1984 ETC

WRIT OF EXECUTION:

Judgement --- Principal

\$ 27,048.50

Insurance

Interest from _____ to _____

4,457.75

Real Estate Tax

Interest from _____ to _____

_____ days @ \$ _____ per day

Attorneys' Fee

Total ... \$

\$ 71,553.86 +

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00

Pro. Pd.

15.00

Shff. V.

16.25

Judg. Fee

9.00

Atty. Fee

Satisfaction

Total ... \$

\$ 56.2571,559.11 +

SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.75

Service of Notice

5.00

Postage

—

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

2.00

Sheriff's Deed (executing & registering)

Solicitor's fee

Distribution of Proceeds

Total... \$

\$ 71.00

Press-Enterprise

\$ 487.00

Henrie Printing

58.90

Total ... \$

\$ 545.90

Prothonotary - List of Liens

\$ 16.00

Deed

5.00

Total ... \$

\$ 11.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$

\$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1984

\$ 135.11School Taxes, District Southern, 1984442.00

Delinquent Taxes, 1982, 1983, 1984, TOTAL AMOUNT

1654.91

Total ... \$

\$ 1631.01

LIGHT, SEWER & WATER

SEWERAGE RENT DUE:

Municipality Southern for 1984\$ 500.00

TOTAL TAXES & COSTS ----- \$

\$ 1700.00

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Walter Gosciminski
Sheriff Sale.

\$487.00

exactly as printed and published; that the affiant is one of the owners
newspaper in which legal advertisement or notice was published; that
Press-Enterprise are interested in the subject matter of said notice and
that all of the allegations in the foregoing statement as to time, place
publication are true.

Paul R. G.

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 29 of 1984,
issued out of the Court
of Common Pleas of Colum-
bia 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 Colum-
bia County Court House,
on:

Thurs., Sept. 6, 1984
at 10:00 a.m.

In the forenoon of the
said day, all the right,
title and interest of the
Defendant, in and to the
Described land, to-wit: On a
curve to the left having a
Delta Angle of 1 degree
25 minutes 15 seconds, a
Radius of 3,844.83 feet
Pennsy and a Tangent of 47.68
by this feet for an Arc length of
D. Go 95.36 feet to a Point of
two Tangency; and (2) North
shown 10 degrees 15 minutes 20
by Right seconds East 249.54 feet
No. 2 to a point; THENCE

ruary Marc extending through lands
8.19 of Grantors South 68
degrees 49 minutes 40
seconds East 250.96 feet
ing to a point a corner in
3010 other lands of Grantors;
with the same premises
aforesaid.
BEING the same premises
conveyed to Walter D.
Gosciminski, by deed of
said Bankruptcy Trust-
ees, dated May 13, 1980,
and recorded on May 21,

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

7170

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

August 31 1984

60-593
313

Four Hundred-Eighty Seven and 00/100

\$487.00

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR UPBANK vs Gosciminski etc.
No. 29-1984 E.D.

031305936

57281000

05

Victor B. Vandling

Charges amounting to
affidavit have been paid in full.

thereafter.
SEIZED AND TAKEN INTO
EXECUTION at the suit of
United Penn Bank vs.
Walter D. Gosciminski,
t/a The Whistle Stop,
and will be sold by:

Sheriff of

Columbia County
Victor Vandling

Houigan, Kluger,
Spohrer & Quinn P.C.
700 United Penn
Bank Building
Wilkes-Barre Pa

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn as
and says that Press-Enterprise is a newspaper of general circulation
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County
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 of
advertisement in the above entitled proceeding which appeared in the
on August 15, 22, 29, 1984
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 29th day of July

Matthew J. Blooms
.....
(N)

My Commr

MATTHEW
BLOOMS
MY COMM
Member Pen

And now, 19, I hereby certify that the ad
charges amounting to \$ for publishing the foregoing no
affidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 29 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 Colum
bia County Court House,
on:

Thurs., Sept. 6, 1984
at 10:00 a.m.

in the forenoon of the
said day, all the right, ses
title and interest of the
Defendant in and to: ice

D1 railroad tracks on a
T curve to the left having a
Delta Angle of 1 degree
t 25 minutes 15 seconds, a
v Radius of 3,844.83 feet
b and a Tangent of 47.68
c feet for an Arc length of
t 95.36 feet to a Point of
s Tangency; and (2) North
t 10 degrees 15 minutes 20
t seconds East 249.54 feet
to a point; THENCE

extending through lands
of Grantors South 68
degrees 49 minutes 40
seconds East 250.96 feet
to a point a corner in
other lands of Grantors;

ING AND SUBJECT AS
aforesaid.

BEING the same premises
conveyed to Walter D.
Gosciminski, by deed of
said Bankruptcy Trust
ees, dated May 13, 1980,
and recorded on May 21,
1980, in the Recorder's
Office in Columbia
County in Deed Book
297, page 959, et seq.
KNOWN as 119 Pine
Street, Catawissa, Penn
sylvania. IMPROVED with
a 12x65 1973 Daytona
Trailer Home. TAX PLATE
NO. 08-06-98-25.

NOTICE IS HEREBY GIVEN
to all claimants and par
ties in interest, that the
Sheriff will, for all sales
where the filing of a
schedule of distribution
is required, file the said
schedule of distribution
no later than thirty (30)
days after the sale, in
his office, where the
same will be available
for inspection and that
distribution will be made
in accordance with the
schedule, unless excep
tions are filed thereto
within ten (10) days
thereafter.

SEIZED AND TAKEN INTO
EXECUTION at the suit of
United Penn Bank vs.
Walter D. Gosciminski,
t/a The Whistle Stop,
and will be sold by:

Sheriff of

Columbia County
Victor Vandling

Hourigan, Kluger,
Spohrer & Quinn P.C.
700 United Penn
Bank Building
Wilkes-Barre Pa

LIST OF LIENS

VERSUS

WALTER D. GOSCIMINSKI, T/A THE WHISTLE STOP

Court of Common Pleas of Columbia County, Pennsylvania.

UNITED PENN BANK

versus

Walter D. Gosciminski, t/a

The Whistle Stop

No. 1212 of Term, 1982
Real Debt \$84,394.31
Interest from
Commission
Costs
Judgment entered
Date of Lien October 22, 1982
Nature of Lien Judgment Note

News Publishing & Printing Co.

versus

Walter Gosciminski, t/a

The Whistle Stop Station

No. 637 of Term, 1983
Real Debt \$133.34
Interest from
Commission
Costs
Judgment entered
Date of Lien June 9, 1983
Nature of Lien Ex-Record

United Penn Bank

versus

Walter Gosckiminski, t/a

The Whistle Stop

No. 1215 of Term, 1982
Real Debt \$81,334.05
Interest from
Commission
Costs
Judgment entered
Date of Lien October 4, 1983
Nature of Lien Default Judgment

William S. Kreisher

versus

Walter D. Gosciminski

No. 227 of Term, 1984
Real Debt \$3,500.00
Interest from
Commission
Costs
Judgment entered
Date of Lien February 21, 1984
Nature of Lien Judgment Note

Pa. Dept of Revenue

versus

Walter D. Gosciminski, t/a

The Whistle Stop Station

No. 536 of Term, 1984
Real Debt \$623.45
Interest from
Commission
Costs
Judgment entered
Date of Lien May 9, 1984
Nature of Lien State Tax Lien

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank X Boskine~~ 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

Walter D. Gosciminski t/a The Whistle Stop

and find as follows:

See Photostatic copies attached.

Fee \$5.00.....

In testimony whereof I have set my hand and
seal of office this 4th day of September
A.D., 1984

Beverly J. Michael.....RECORDER

THIS INDENTURE, made this 4th day of February
in the year of our Lord one thousand nine hundred and eighty-one (1981).

BETWEEN WALTER D. GOSCIMSKI, of 550 Pfahler Street, Catawissa, Columbia County,
Pennsylvania

(hereinafter, whether one or more, with his heirs, executors, administrators,
and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK of Wilkes-Barre, Pennsylvania,
(hereinafter, with its successors and assigns, called the Mortgagee) of the other part.

WHEREAS, said Mortgagor is and by an Obligation or Writing obligatory, duly executed under the hand and seal
of said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of
EIGHTY THOUSAND (\$80,000.00) DOLLARS

lawful money of the United States of America, conditioned for the payment of the just sum of
FORTY THOUSAND (\$40,000.00) DOLLARS

lawful money as aforesaid, together with interest payable as set forth hereafter and, provided, that Mortgagor may pre-
pay the debt, in whole or in part, without penalty.

The sum of Forty Thousand (\$40,000.00) Dollars shall be paid with interest
at the rate of Two (2%) Per Cent Per Annum above the prime rate of United Penn
Bank in effect from time to time hereafter, and as such rate is changed, the interest
shall accrue at the new rate effective on the day of such change; provided, however,
under no circumstances shall the interest charged exceed the maximum rate allowed
by the laws of the Commonwealth of Pennsylvania or of the United States of America,
whichever is higher. Interest is to be calculated on the unpaid monthly balances
until paid, said principal and interest to be paid in full in Fifteen (15) years
from the date hereof.

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

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

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

AND PROVIDED, further, and it is hereby expressly agreed that in the event of any breach by the Mortgagor of any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgagee to enter upon all the land, buildings and premises granted by this Mortgage, and to take possession of same and of the fixtures and equipment therein contained, to have, hold, manage, or lease to any person or persons, to use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion. The Mortgagor agrees that no lease will be executed or assigned for any part of the within-described premises without the prior written permission of the Mortgagee, and that no portion of this Mortgage will be assumed by any party or the property covered by this Mortgage in any way encumbered without the prior written permission of the Mortgagee. The taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies set forth herein by the Mortgagee.

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

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

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

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

(Legal Description)

ALL THOSE TWO CERTAIN tracts or parcels of land, situate in the Borough of Catawissa, Columbia County, Commonwealth of Pennsylvania, the one tract (Reading Company Parcel No. 3010), shown as Tract No. 1 on a survey plan dated February 25, 1980, last revised April 8, 1980, by Registered Surveyor Richard E. Fisher, No. 23643-E, made for the Grantee, being situate on the Northerly side of Pine Street between the Easterly side of the former Catawissa Branch of Reading Company and the Westerly side of Railroad Street; and the other tract (part of Reading Company Parcel No. 3009), shown as Tract No. 3 on said survey plan, being situate on the Northerly side of Pine Street between the Westerly side of said former Catawissa Branch and the Easterly side of former North and West Branch Railroad (Penn Central Corporation); both said tracts or parcels of land being more particularly described in Exhibit "A" hereto attached and made a part hereof.

Description of Survey Tracts Nos. 1 and 3 in the Borough of Catawissa, Columbia County, Pennsylvania, conveyed by this Deed to Walter D. Gosciminski, being two of three tracts shown on Plan of Survey by Richard E. Fisher, R.S. No. 23643-E, dated February 25, 1980, revised March 1, 1980 and April 8, 1980.

THE FIRST: Reading Company Parcel No. 3010, Survey Tract No. 1 with the former Railroad Station building thereon, - BEGINNING at a point at the Northwestern right-of-way intersection of Pine Street (50 feet wide) and Railroad Street (20 feet wide; THENCE along the Northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West, 45.81 feet to a point in the former right-of-way of the Catawissa branch of Grantors, said point being 3.00 feet Westerly of the former original center-line of Grantor's Catawissa Branch measured at right angles thereto, said point also being 57.85 feet distant on a course running South 68 degrees 49 minutes 40 seconds East from the Southeasterly corner of Tract No. 3, the Second herein described; THENCE along other lands of the Grantors and running parallel with the aforesaid former original center-line of said Catawissa Branch, North 11 degrees 19 minutes 20 seconds East, 326.27 feet to a point; THENCE along lands of same, North 13 degrees 18 minutes 00 seconds East, 374.72 feet to a point of Curvature, said point being 12.00 feet Easterly of the said center-line measured at right angles thereto; THENCE along lands of same, and running parallel with the said center-line in a Northerly direction on a curve to the left having a Delta Angle of 1 degree 42 minutes 40 seconds, a Radius of 4,595.75 feet and a Tangent of 68.63 feet for an Arc Length of 137.25 feet to a point; THENCE along

293 MAY 793

lands of same and the Southerly right-of-way of Dent Avenue (20 feet wide), South 68 degrees 49 minutes 40 seconds East, 150.44 feet to a point on the Westerly right-of-way of Railroad Street; THENCE along the Westerly right-of-way of Railroad Street, South 20 degrees 58 minutes 00 seconds West, 692.65 feet to the point and place of BEGINNING, CONTAINING 1.607 acres,

THE SECOND: Part of Reading Company Parcel No. 3009, Survey Tract No. 3 - BEGINNING at a point on the Northerly right-of-way of Pine Street (50 feet wide), said point being 57.85 feet distant on a course running North 68 degrees 49 minutes 40 seconds West from a point at the Southwesterly corner of Survey Tract No. 1, the First herein described, said point also being (on the same course) 103.66 feet distant from the Northwesterly right-of-way intersection of Pine Street and Railroad Street (20 feet wide); THENCE along the Northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West, 156.34 feet to a point; THENCE North 79 degrees 02 minutes 00 seconds West, 98.30 feet to a point on the Easterly line of lands of the Penn Central Corporation, said point being 25 feet Easterly of the center-line of the Penn Central Corporation railroad tracks measured at right angles thereto; THENCE along lands of said Penn Central Corporation the following two courses and distances: (1). in a Northerly direction parallel with said railroad tracks on a curve to the left having a Delta Angle of 1 degree 25 minutes 15 seconds, a Radius of 3,844.83 feet and a Tangent of 47.68 feet for an Arc Length of 95.36 feet to a Point of Tangency; and (2) North 10 degrees 15 minutes 20 seconds East, 249.54 feet to a point; THENCE extending through lands of Grantors, South 68 degrees 49 minutes 40 seconds East, 250.96 feet to a point a corner in other lands of Grantors; THENCE continuing through other lands of Grantors, South 9 degrees 31 minutes 20 seconds West, 328.21 feet to the point and place of BEGINNING. CONTAINING 1.888 acres.

ALL of the abovementioned bearings are based on the True North Meridian.

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

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

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

Signed, sealed and delivered

in the presence of:

Robert R. Fenn

Walter D. Gosciniński (SEAL)
Walter Gosciniński

(SEAL)

(SEAL)

(SEAL)

STATE OF PENNSYLVANIA

SS:

COUNTY OF COLUMBIA

On this, the 4th day of February, 19 81, before me,
a Notary Public, the undersigned officer, personally appeared
Walter Gosciniński known to me
(or satisfactorily proven) to be the person - whose name is - subscribed to the within instrument,
and acknowledged that he executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires

Lynn R. Salick

LYNN R. SALICK, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires June 4, 1984

STATE OF PENNSYLVANIA

SS:

COUNTY OF

On this, the _____ day of _____, 19 _____, before me,
the undersigned officer, personally
appeared _____, who acknowledged himself to be
the _____ of _____, a corporation,
and that he as such _____, being authorized to do so,
executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself
as _____

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

Commission Expires:

RECORDED BY RECORDER
COLUMBIA CO. PA.

TAX 50 FEB 2 1981
FEB 9 4 04 PM '81

MORTGAGE

Walter Gosciniński

TO

UNITED PENN BANK

RETURN TO:

William S. Kreisher, Esquire
KREISHER, RICHIE & GREGOROWICZ
401 South Market Street
Bloomsburg, PA 17815
(717) 784-5211 or 784-5212

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

Columbia

RECORDED in the Office of Recording of Deeds in and for _____ County, in the State of Pennsylvania, in Mortgage
Book 203, Page 792, etc.

WITNESS my hand and seal of Office this _____ day of February,
Anno Domini, 19 81 at 4:04 p.m.

BOOK 203 PAGE 795

Beverly J. Michael
Acting Recorder

MORTGAGE

THIS MORTGAGE is made this twenty-second (22nd) day of March 1982, between the Mortgagor, Walter D. Gosciminski, single, of the Borough of Catawissa, Columbia County, Pa. (herein "Borrower"), and the Mortgagee, United Penn Bank, a corporation organized and existing under the laws of Pennsylvania, whose address is 8-18 West Market Street, Wilkes-Barre, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Nine Thousand Three Hundred Forty Three and 81/100 (\$69,343.81) Dollars, which indebtedness is evidenced by Borrower's note dated March 22, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 22, 1987

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, State of Pennsylvania:

ALL THOSE TWO CERTAIN tracts or parcels of land situate in the Borough of Catawissa, Columbia County, Commonwealth of Pennsylvania, the one tract (Reading Company Parcel No. 3010), shown as Tract No. 1 on a survey plan dated February 25, 1980, last revised April 8, 1980, by Registered Surveyor Richard E. Fisher, No. 23643-E, made for the Mortgagor herein, being situate on the northerly side of Pine Street between the easterly side of the former Catawissa Branch of Reading Company and the westerly side of Railroad Street; and the other tract (part of Reading Company Parcel No. 3009), shown as Tract No. 3 on said survey plan, being situate on the northerly side of Pine Street between the westerly side of said former Catawissa Branch and the easterly side of former North and West Branch Railroad (Penn Central Corporation); both said tracts or parcels of land being more particularly described in Exhibit "A" attached hereto and made a part hereof.

which has the address of 119 Pine Street Catawissa
(Street) (City)
Pennsylvania (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

EXHIBIT "A"

Description of Survey Tracts Nos. 1 and 3 in the Borough of Catawissa, Columbia County, Pennsylvania conveyed by this Deed to Walter D. Gosciminski, being two of three tracts shown on Plan of Survey by Richard E. Fisher, R.S. No. 23643-E, dated February 25, 1980, revised March 1, 1980, and April 8, 1980.

THE FIRST:

Reading Company Parcel No. 3010, Survey Tract No. 1, with the former Railroad Station building thereon, - BEGINNING at a point at the northwesterly right-of-way intersection of Pine Street (50 feet wide) and Railroad Street (20 feet wide); THENCE along the northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West 45.81 feet to a point in the former right-of-way of the Catawissa Branch of Grantors, said point being 3.00 feet westerly of the former original center-line of Grantor's Catawissa Branch measured at right angles thereto, said point also being 57.85 feet distant on a course running South 68 degrees 49 minutes 40 seconds East from the southeasterly corner of Tract No. 3, the Second herein described; THENCE along other lands of the Grantors and running parallel with the afore-said former original center-line of said Catawissa Branch, North 11 degrees 19 minutes 20 seconds East 326.27 feet to a point; THENCE along lands of same, North 13 degrees 18 minutes 00 seconds East 374.72 feet to a Point of Curvature, said point being 12.00 feet easterly of the said center-line measured at right angles thereto; THENCE along lands of same, and running parallel with the said center-line in a northerly direction on a curve to the left having a Delta Angle of 1 degree 42 minutes 40 seconds, a Radius of 4,595.75 feet and a Tangent of 68.63 feet for an Arc Length of 137.25 feet to a point; THENCE along lands of same and the southerly right-of-way of Dent Avenue (20 feet wide), South 68 degrees 49 minutes 40 seconds East 150.44 feet to a point on the westerly right-of-way of Railroad Street; THENCE along the westerly right-of-way of Railroad Street, South 20 degrees 58 minutes 00 seconds West 692.65 feet to the point and place of BEGINNING.
CONTAINING 1.607 acres.

THE SECOND:

Part of Reading Company Parcel No. 3009, Survey Tract No. 3 - BEGINNING at a point on the northerly right-of-way of Pine Street (50 feet wide), said point being 57.85 feet distant on a course running North 68 degrees 49 minutes 40 seconds West from a point at the southwesterly corner of Survey Tract No. 1, the First herein described, said point also being (on the same course) 103.66 feet distant from the northwesterly right-of-way intersection of Pine Street and Railroad Street (20 feet wide); THENCE along the northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West 156.34 feet to a point; THENCE North 79 degrees 02 minutes 00 seconds West 98.30 feet to a point on the easterly line of lands of the Penn Central Corporation, said point being 25 feet easterly of the center-line of the Penn Central Corporation railroad tracks measured at right angles thereto; THENCE along lands of said Penn Central Corporation the following two courses and distances: (1) in a northerly direction parallel with said railroad tracks on a curve to the left having a Delta Angle of 1 degree 25 minutes 15 seconds, a Radius of 3,844.83 feet and a Tangent of 47.68 feet for an Arc Length of 95.36 feet to a Point of Tangency; and (2) North 10 degrees 15 minutes 20 seconds East 249.54 feet to a point; THENCE extending through lands of Grantors South 68 degrees 49 minutes 40 seconds East 250.96 feet to a point a corner in other lands of Grantors; THENCE continuing through other lands of Grantors South 9 degrees 31 minutes 20 seconds West 328.21 feet to the point and place of BEGINNING.

West
CONTAINING 1.888 acres.

All of the above-mentioned bearings are based on the True North Meridian.

EXCEPTING AND RESERVING therefrom and thereout unto Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company and their successors and assigns an easement of way fifty (50) feet wide through the southerly and westerly sides of said Survey Tract No. 3 as a means of ingress, egress and regress for vehicles and persons at any and all times hereafter, forever, between the northerly side of Pine Street at First Street (50 feet wide) and remaining land of Grantors (remaining part of Reading Company Parcel No. 3009) adjoining the northerly side of said Tract No. 3. The course of said easement of way being from First and Pine Streets paralleling the southerly side of said Survey Tract No. 3 to the westerly side thereof then paralleling the westerly side thereof to the northerly side thereof.

Said premises also being SUBJECT to:

1. any restrictions, reservations, easements or agreements of record; any easements which may be disclosed on the aforementioned survey plan, and to any other pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over and through the premises conveyed by this Indenture and any rights to maintain, use, repair, renew and remove same.
2. whatever rights the general public may have in and upon any public road which may be on or which may extend within the herein conveyed premises.

TOGETHER WITH all and singular the streets, alleys, passages, ways, waters, water-courses, right, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company, in law, equity or otherwise howsoever of, in and to the same and every part thereof, EXCEPTING AND RESERVING AND SUBJECT as aforesaid.

BEING the same premises conveyed to Walter D. Gosciminski, Mortgagor herein, by Deed of said Bankruptcy Trustees, dated May 13, 1980, and recorded on May 21, 1980, in the Recorder's Office of Columbia County in Deed Book 297, page 959, et seq.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays, Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Purchase Money Mortgage.** If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

.....
Walter D. Gosciminski
Walter D. Gosciminski —Borrower

COMMONWEALTH OF PENNSYLVANIA, .. *Luzerne* County is:

On this, the *22* day of *March*, 19*82*, before me, *Bernadine Jastram*,
Jastram the undersigned officer, personally appeared *Walter D. Gosciminski*
..... known to me (or satisfactorily
proven) to be the person, .. whose name, *Walter D. Gosciminski*, subscribed to the within instrument and acknowledged that
..... executed the same for the purposes herein contained.

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

My Commission expires:

.....
Bernadine Jastram
Notary Public
My Commission Expires May 22, 1985



(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County
Htg. Book 208, page 555 on
March 29, 1982 at 10:21 a.m.

Beverly J. Michael
Acting Recorder

#275
REC'D BY RECORDER
COLUMBIA CO. PA.
TAX \$22.00 FEE \$1.50
MAR 29 10 23 AM '82
BEK

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

UNITED PENN BANK

vs.

WALTER D. GOSCIMINSKI,
t/a THE WHISTLE STOP

IN THE COURT OF COMMON PLEAS OF
~~LUZERNE~~ COUNTY, PENNSYLVANIA
COLUMBIA

No. 1215 Term 19 82 J.D.

No. 29 Term 19 84 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ Columbia

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA:

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

See Exhibit "A" Attached

OFFICE OF THE SHERIFF
JUL 13 2 05 PM '84
SHERIFF
CHIEF CLERK

Amount Due

\$ 67,046.08

Interest from

\$ 4,457.78

TOTAL

\$ 71,503.86

Plus costs and attorney's fees.

as endorsed.

Dated July 13 1984

(SEAL)

Prothonotary, Court of Common Pleas of
~~LUZERNE~~ County, Pennsylvania
Columbia

By:

Heleah Linn

Deputy

EXHIBIT "A"

Description of Survey Tracts Nos. 1 and 3 in the Borough of Catawissa, Columbia County, Pennsylvania conveyed by this Deed to Walter D. Gosciminski, being two of three tracts shown on Plan of Survey by Richard E. Fisher, R.S. No. 23643-E, dated February 25, 1980, revised March 1, 1980, and April 8, 1980.

THE FIRST:

Reading Company Parcel No. 3010, Survey Tract No. 1, with the former Railroad Station building thereon, - BEGINNING at a point at the northwesterly right-of-way intersection of Pine Street (50 feet wide) and Railroad Street (20 feet wide); THENCE along the northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West 45.81 feet at a point in the former right-of-way of the Catawissa Branch of Grantors, said point being 3.00 feet westerly of the former original center-line of Grantor's Catawissa Branch measured at right angles thereto, said point also being 57.85 feet distant on a course running South 68 degrees 49 minutes 40 seconds East from the southeasterly corner of Tract No. 3, the Second herein described; THENCE along other lands of the Grantors and running parallel with the aforesaid former original center-line of said Catawissa Branch, North 11 degrees 19 minutes 20 seconds East 326.27 feet to a point; THENCE along lands of same, North 13 degrees 18 minutes 00 seconds East 374.72 feet to a Point of Curvature, said point being 12.00 feet easterly of the said center-line measured at right angles thereto; THENCE along lands of same, and running parallel with the said center-line in a northerly direction on a curve to the left having a Delta Angle of 1 degree 42 minutes 40 seconds, a Radius of 4,595.75 feet and a Tangent of 68.63 feet for an Arc Length of 137.25 feet to a point; THENCE along lands of same and the southerly right-of-way of Dent Avenue (20 feet wide), South 68 degrees 49 minutes 40 seconds East 150.44 feet to a point on the westerly right-of-way of Railroad Street; THENCE along the westerly right-of-way of Railroad Street, South 20 degrees 58 minutes 00 seconds West 692.65 feet to the point and place of BEGINNING.
CONTAINING 1.607 acres.

THE SECOND:

Part of Reading Company Parcel No. 3009, Survey Tract No. 3 - BEGINNING at a point on the northerly right-of-way of Pine Street (50 feet wide), said point being 57.85 feet distant on a course running North 68 degrees 49 minutes 40 seconds West from a point at the southwesterly corner of Survey Tract No. 1, the First herein described, said point also being (on the same course) 103.66 feet distant from the northwesterly right-of-way intersection of Pine Street and Railroad Street (20 feet wide); THENCE along the northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West 156.34 feet to a point; THENCE North 79 degrees 02 minutes 00 seconds West 98.30 feet to a point on the easterly line of lands of the Penn Central Corporation, said point being 25 feet easterly of the center-line of the Penn Central Corporation railroad tracks measured at right angles thereto; THENCE along lands of said Penn Central Corporation the following two courses and distances: (1) in a northerly direction parallel with said railroad tracks on a curve to the left having a Delta Angle of 1 degree 25 minutes 15 seconds, a Radius of 3,844.83 feet and a Tangent of 47.68 feet for an Arc Length of 95.36 feet to a Point of Tangency; and (2) North 10 degrees 15 minutes 20 seconds East 249.54 feet to a point; THENCE extending through lands of Grantors South 68 degrees 49 minutes 40 seconds East 250.96 feet to a point a corner in other lands of Grantors; THENCE continuing through other lands of Grantors South 9 degrees 31 minutes 20 seconds West 328.21 feet to the point and place of BEGINNING.
CONTAINING 1.888 acres.

All of the above-mentioned bearings are based on the True North Meridian.

EXCEPTING AND RESERVING therefrom and thereout unto Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company and their successors and assigns an easement of way fifty (50) feet wide through the southerly and westerly sides of said Survey Tract No. 3 as a means of ingress, egress and regress for vehicles and persons at any and all times hereafter, forever, between the northerly side of Pine Street at First Street (50 feet wide) and remaining land of Grantors (remaining part of Reading Company Parcel No. 3009) adjoining the northerly side of said Tract No. 3. The course of said easement of way being from First and Pine Streets paralleling the southerly side of said Survey Tract No. 3 to the westerly side thereof then paralleling the westerly side thereof to the northerly side thereof.

Said premises also being SUBJECT to:

1. any restrictions, reservations, easements or agreements of record; any easements which may be disclosed on the aforementioned survey plan, and to any other pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over and through the premises conveyed by this Indenture and any rights to maintain, use, repair, renew and remove same.
2. whatever rights the general public may have in and upon any public road which may be on or which may extend within the herein conveyed premises.

TOGETHER WITH all and singular the streets, alleys, passages, ways, waters, water-courses, right, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company, in law, equity or otherwise howsoever of, in and to the same and every part thereof, EXCEPTING AND RESERVING AND SUBJECT as aforesaid.

BEING the same premises conveyed to Walter D. Gosciminski, by deed of said Bankruptcy Trustees, dated May 13, 1980, and recorded on May 21, 1980, in the Recorder's Office of Columbia County in Deed Book 297, Page 959, et seq.

KNOWN AS 119 Pine Street, Catawissa, Pennsylvania
IMPROVED with a 12 x 65 1973 Daytona Trailer Home
TAX PLATE NO. 08-06-98-25

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: GLENN G. YANIK, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 26136

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

UNITED PENN BANK,

Plaintiff

vs.

WALTER D. GOSCIMINSKI,
t/a THE WHISTLE STOP,

Defendants

:

:

:

:

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1215 of 1982

NO. 29 of 1984

NOTICE OF
SHERIFF'S SALE OF REAL ESTATE

TO: WALTER D. GOSCIMINSKI, Defendant Herein,

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in Columbia County Court House, Bloomsburg, Pa. on Thursday the 6th day of September 1984, at 10:00 o'clock a.m., in the

forenoon of said day, all your right, title and interest in and ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, the same more particularly described as Exhibit "A" attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

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

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2. whatever rights the general public may have in and upon any public road which may be on or which may extend within the herein conveyed premises.

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TAX PLATE NO. 08-06-98-25

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

By: GLENN G. YANIK, ESQUIRE ATTORNEY FOR Plaintiff

Identification No. 26136

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
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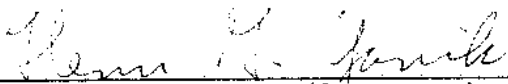
UNITED PENN BANK,	:	IN THE COURT OF COMMON PLEAS
		OF COLUMBIA COUNTY
Plaintiff		CIVIL ACTION - LAW
vs.	:	IN MORTGAGE FORECLOSURE
WALTER D. GOSCIMINSKI, t/a	:	
THE WHISTLE STOP,		
Defendants	:	NO. 1215 of 1982

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LUZERNE : SS.

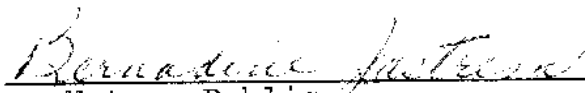
GLENN G. YANIK, ESQUIRE, being duly sworn according to law,
deposes and says that to the best of his knowledge, information and
belief, the last known address of the Defendant is as follows:

Walter D. Gosciminski,
t/a The Whistle Stop
550 Pfahler Street
Catawissa, Pennsylvania



Glenn G. Yanik, Esquire

Sworn to and subscribed
before me this 12 day
of July, 1984.



Notary Public
NOTARY PUBLIC
Wilkes-Barre, Luzerne County, Pa.
My Commission Expires May 30, 1985

UNITED PENN BANK

PLAINTIFF

No. 1215 Term 1982

V.S.

WALTER D. GOSCIMINSKI, t/a

THE WHISTLE STOP

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at
119 Pine Street, Catawissa, Pennsylvania

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 personal property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.

Glenn G. Yanik, Esquire Attorney for Plaintiff

ACT 91 of 1983

AFFIDAVIT AND INDEMNIFICATION

I, R. G. Rohrbach of United Penn Bank
(Name) (Address)

being duly sworn according to law do hereby depose and say that I am _____
Asst. Vice President of United Penn Bank in connection
(Official Title) (Mortgagee)

Columbia

with mortgage foreclosure filed in the Sheriff's Office of ~~XXXXXX~~ County against
Walter D. Gosciminski, t/a The Whistle Stop
(Mortgagor) which is scheduled for Sheriff Sale on

_____ and that I am authorized to make this affidavit on
(Date)

behalf of United Penn Bank
(Mortgagee)

I further depose and say that the said Walter D. Gosciminski
(Mortgagor)

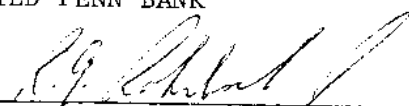
does not come within any of the provisions of the Act of General Assembly of Pennsyl-
vania, being House Bill No. 500 Session of 1983 which would preclude the Sheriff of
Columbia
~~XXXXXX~~ County from proceeding with this Sheriff's Sale scheduled for _____
(Date)

and I hereby direct the Sheriff to proceed with said sale.

I further depose and say that United Penn Bank agrees to
(Mortgagee)
Columbia
indemnify and save harmless the Sheriff of ~~XXXXXX~~ County against any and all
actions, claims and demands and losses, damages, costs and expenses whatsoever that
may result from proceeding with Sheriff Sale by United Penn Bank
(Mortgagee)

against Walter D. Gosciminski in reliance by the Sheriff of Luzerne
(Mortgagor)
County on this Affidavit.

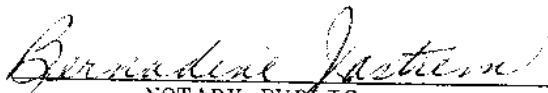
UNITED PENN BANK



R. G. Rohrbach Mortgagee
Asst. Vice President

Sworn to and subscribed

before me this 12 day
July
of ~~XXXXXX~~ 1984.



NOTARY PUBLIC
NOTARY PUBLIC
Wilkes-Barre, Luzerne County, Pa.
My Commission Expires May 30, 1985



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

United Penn Bank

VS

Walter D. Gosciminski t/a
The Whistle Stop

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

NO. 29 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON Walter D. Gosciminski

ON July 17, 1984 at 3:30 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Walter D. Gosciminski t/a
The Whistle Stop at 119 Pine St., Catawissa, Pa.

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

So Answers:

Delbert Doty
Delbert Doty
Deputy Sheriff

FOR:
Victor B. Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 18 th day of July
19 84

Tami Kline
Prothonotary, Columbia County, Pa.



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

vs

Walter Gosciminski
t/a Whistle Stop

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO.29 of 1984 ED.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

August 1, 1984 at. 10:00 AM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Walter Gosciminski t/a Whistle Stop

119 Fine St., Catawissa, Penna.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF John J O'Brien and Delbert Doty

SO ANSWERS:

John J O'Brien & Delbert Doty
John J O'Brien and Delbert Doty
DEPUTY SHERIFF

FOR:

VICTOR B. VANDLING
SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

1 DAY OF August 1984

TAMI B. KLINE, PROTHONOTARY
COLUMBIA COUNTY, PENNSYLVANIA

COPIES TO: Henrie Printing Co.
P-E., Legal Ads, Wed., Aug 15, 22 & 29, 1984. Affidavit requested. 11/17
Mae Hollingshead, Tax Collector Catawissa Boro. 11/17
Peggy Long, Secretary, Boro Catawissa. 11/17

SHERIFF'S SALE DESCRIPTIONS

By virtue of a Writ of Execution No. 29 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 Columbia County Court House, on Thursday the 6th day of September 1984, at 10:00 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the Defendant in and to:

Description of Survey Tracts Nos. 1 and 3 in the Borough of Catawissa, Columbia County, Pennsylvania, conveyed by this Deed to Walter D. Gosciminski, being two of three tracts shown on Plan of Survey by Richard E. Fisher, R. S. No. 23643-E, dated February 25, 1980, revised March 1, 1980, and April 8, 1980.

THE FIRST THEREOF:

Reading Company Parcel No. 3010, Survey Tract No. 1, with the former Railroad Station building thereon, BEGINNING at a point at the northwesterly right of way intersection of Pine Street (50 feet wide) and Railroad Street (20 feet wide); THENCE along the northerly right of way of Pine Street, North 68 degrees 49 minutes 40 seconds West 45.81 feet to a point in the former right of way of the Catawissa Branch of Grantors, said point being 3.00 feet westerly of the former original center line of Grantor's Catawissa Branch measured at right angles thereto, said point also being 57.85 feet distant on a course running South 68 degrees 49 minutes 40 seconds East from the southeasterly corner of Tract No. 3, the Second herein described; THENCE along other lands of the Grantors and running paraellect with the aforesaid former original center-line of said Catawissa Branch, North 11 degrees 19 minutes 20 seconds East 326.27 feet to a point; THENCE along lands of same, North 13 degrees 18 minutes 00 seconds East 374.72 feet to a Point of Curvature, said point being 12.00 feet easterly of the said center line measured at right angles thereto; THENCE along lands of same, and running parallel with the said center line in a northerly direction on a curve to the left having a Delta Angle of 1 degree 42 minutes 40 seconds, a Radius of 4,595.75 feet a Tangent of 68.63 feet for an Arc Length of 137.25 feet to a point; THENCE along lands of same and the southerly right of way of Dent Avenue (20 feet wide), South 68 degrees 49 minutes 40 seconds East 150.44 feet to a point on the westerly right of way of Railroad Street; THENCE along the westerly right of way of Railroad Street, South 20 degrees 58 minutes 00 seconds West 692.65 feet to the point and place of beginning. CONTAINING 1.607 acres.

THE SECOND THEREOF:

Part of Reading Company Parcel No. 3009, Survey Tract No. 3 - BEGINNING at a point on the northerly right of way of Pine Street (50 feet wide), said point being 57.85 feet distant on a course running North 68 degrees 49 minutes 40 seconds West from a point at the southwesterly corner of Survey Tract No. 1, the First herein described,

said point also being (on the same course) 103.66 feet distant from the northwesterly right of way intersection of Pine Street and Railroad Street (20 feet wide); THENCE along the northerly right of way of Pine Street, North 68 degrees 49 minutes 40 seconds West 156.34 feet to a point; THENCE North 79 degrees 02 minutes 00 seconds West 98.30 feet to a point on the easterly line of lands of the Penn Central Corporation, said point being 25 feet easterly of the center line of the Penn Central Corporation railroad tracks measured at right angles thereto; THENCE along lands of said Penn Central Corporation the following two courses and distances: (1) in a northerly direction parallel with said railroad tracks on a curve to the left having a Delta Angle of 1 degree 25 minutes 15 seconds, a Radius of 3,844.83 feet and a Tangent of 47.68 feet for an Arc Length of 95.36 feet to a Point of Tangency; and (2) North 10 degrees 15 minutes 20 seconds East 249.54 feet to a point; THENCE extending through lands of Grantors South 68 degrees 49 minutes 40 seconds East 250.96 feet to a point a corner in other lands of Grantors; THENCE continuing through other lands of Grantors South 9 degrees 31 minutes 20 seconds West 328.21 feet to the point and place of beginning.

CONTAINING 1.888 acres.

ALL of the above-mentioned bearings are based on the True North Meridian.

EXCEPTING AND RESERVING therefrom and thereout unto Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company and their successors and assigns an easement of way fifty (50) feet wide through the southerly and westerly sides of said Survey Tract No. 3 as a means of ingress, egress and regress for vehicles and persons at any and all times hereafter, forever, between the northerly side of Pine Street at First Street (50 feet wide) and remaining land of Grantors (remaining part of Reading Company Parcel No. 3009) adjoining the northerly side of said Tract No. 3. The course of said easement of way being from First and Pine Streets paralleling the southerly side of said Survey Tract No. 3 to the westerly side thereof then paralleling the westerly side thereof to the northerly side thereof.

Said premises also being SUBJECT to:

1. any restrictions, reservations, easements or agreements of record; any easements which may be disclosed on the aforementioned survey plan, and to any other pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over and through the premises conveyed by this Indenture and any rights to maintain, use, repair, renew and remove same.

2. whatever rights the general public may have in and upon any public road which may be on or which may extend within the herein conveyed premises.

TOGETHER with all and singular the streets, alleys, passages, ways, waters, water-courses, right, liberties, privileges, tenements, hereditaments, and appurtenances whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company, in law, equity or otherwise howsoever of, in and to the same and every part thereof, EXCEPTING AND RESERVING AND SUBJECT as aforesaid.

BEING the same premises conveyed to Walter D. Gosciminski, by deed of said Bankruptcy Trustees, dated May 13, 1980, and recorded on May 21, 1980, in the Recorder's Office in Columbia County in Deed Book 297, Page 959, et seq.

KNOWN AS 119 Pine Street, Catawissa, Pennsylvania
IMPROVED with a 12 x 65 1973 Daytona Trailer Home
TAX PLATE NO. 08-06-98-25

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of United Penn Bank vs. Walter D. Gosciminski, t/a The Whistle Stop, and will be sold by:


SHERIFF OF COLUMBIA COUNTY

HOURLIGAN, KLUGER, SPOHRER & QUINN, P.C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania

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

UNITED PENN BANK

vs.

WALTER D. GOSCIMINSKI,
t/a THE WHISTLE STOP

IN THE COURT OF COMMON PLEAS OF
~~LUZERNE~~ COUNTY, PENNSYLVANIA
COLUMBIA

No. 1215 Term 19 82 J.D.

No. 29 Term 19 84 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ Columbia

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA:

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

See Exhibit "A" Attached

DEPUTY SHERIFF
JUL 13 2 35 PM '84
SHERIFF'S OFFICE

Amount Due

\$ 67,046.08

Interest from

\$ 4,457.78

71,503.86

TOTAL

\$ Plus costs and attorney's fees.

as endorsed.

Dated July 13, 1984

(SEAL)

Prothonotary, Court of Common Pleas of
~~LUZERNE~~ County, Pennsylvania
Columbia

By: Helene K. Lewis Deputy

No. 1215 Term, 19 82 J.D.

No. 29 Term, 19 84 E.D.

IN THE COURT OF COMMON PLEAS
OF ~~X~~BERNE COUNTY
COLUMBIA

UNITED PENN BANK

vs.

WALTER D. GOSCIMINSKI,
t/a THE WHISTLE STOP

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro. Pd. (Comp.) ⁴15.00 pd
Fictio. (Unit) 15.00 pd
Judg. Fee 9.00 pd
Dr. Lauff. 16.25 pd
Sat. 5.00

Glenn G. Yanik, Esquire

Attorney for Plaintiff

700 United Penn Bank
Wilkes-Barre, Pa.
Address:

Where papers may be served.

See Affidavit

EXHIBIT "A"

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CONTAINING 1.607 acres.

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Part of Reading Company Parcel No. 3009, Survey Tract No. 3 - BEGINNING at a point on the northerly right-of-way of Pine Street (50 feet wide), said point being 57.85 feet distant on a course running North 68 degrees 49 minutes 40 seconds West from a point at the southwesterly corner of Survey Tract No. 1, the First herein described, said point also being (on the same course) 103.66 feet distant from the northwesterly right-of-way intersection of Pine Street and Railroad Street (20 feet wide); THENCE along the northerly right-of-way of Pine Street, North 68 degrees 49 minutes 40 seconds West 156.34 feet to a point; THENCE North 79 degrees 02 minutes 00 seconds West 98.30 feet to a point on the easterly line of lands of the Penn Central Corporation, said point being 25 feet easterly of the center-line of the Penn Central Corporation railroad tracks measured at right angles thereto; THENCE along lands of said Penn Central Corporation the following two courses and distances: (1) in a northerly direction parallel with said railroad tracks on a curve to the left having a Delta Angle of 1 degree 25 minutes 15 seconds, a Radius of 3,844.83 feet and a Tangent of 47.68 feet for an Arc Length of 95.36 feet to a Point of Tangency; and (2) North 10 degrees 15 minutes 20 seconds East 249.54 feet to a point; THENCE extending through lands of Grantors South 68 degrees 49 minutes 40 seconds East 250.96 feet to a point a corner in other lands of Grantors; THENCE continuing through other lands of Grantors South 9 degrees 31 minutes 20 seconds West 328.21 feet to the point and place of BEGINNING.

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TOGETHER WITH all and singular the streets, alleys, passages, ways, waters, water-courses, right, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company, in law, equity or otherwise howsoever of, in and to the same and every part thereof, EXCEPTING AND RESERVING AND SUBJECT as aforesaid.

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IMPROVED with a 12 x 65 1973 Daytona Trailer Home
TAX PLATE NO. 08-06-98-25

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: GLENN G. YANIK, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 26136

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

UNITED PENN BANK,

Plaintiff

vs.

WALTER D. GOSCIMINSKI,
t/a THE WHISTLE STOP,

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1215 of 1982
NO. 29 of 1984

NOTICE OF
SHERIFF'S SALE OF REAL ESTATE

TO: WALTER D. GOSCIMINSKI, Defendant Herein,

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in Columbia County Court House, Bloomsburg, Pa. on Thursday the 6th day of September 1984, at 10:00 o'clock a.m., in the

forenoon of said day, all your right, title and interest in and ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, the same more particularly described as Exhibit "A" attached hereto and incorporated herein.

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1. any restrictions, reservations, easements or agreements of record; any easements which may be disclosed on the aforementioned survey plan, and to any other pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over and through the premises conveyed by this Indenture and any rights to maintain, use, repair, renew and remove same.

2. whatever rights the general public may have in and upon any public road which may be on or which may extend within the herein conveyed premises.

TOGETHER WITH all and singular the streets, alleys, passages, ways, waters, water-courses, right, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of Andrew L. Lewis and Joseph L. Castle, Bankruptcy Trustees of the property of the Reading Company, in law, equity or otherwise howsoever of, in and to the same and every part thereof, EXCEPTING AND RESERVING AND SUBJECT as aforesaid.

BEING the same premises conveyed to Walter D. Gosciminski, by deed of said Bankruptcy Trustees, dated May 13, 1980, and recorded on May 21, 1980, in the Recorder's Office of Columbia County in Deed Book 297, Page 959, et seq.

KNOWN AS 119 Pine Street, Catawissa, Pennsylvania
IMPROVED with a 12 x 65 1973 Daytona Trailer Home
TAX PLATE NO. 08-06-98-25