

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN; That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 6th day of JUNE 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Eugene D. Abraczinskas and MaryAnn Abraczinskas, R.D. 1, Box 121, Catawissa, PA 17820

for the price or sum of Twenty Seven Thousand Five Hundred and 00/100 (\$27,500.00) plus Five Hundred fifty and 00/100 (\$550.00) Poundage and Two Hundred Seventy Five and 00/100 (\$275.00) Realty Tax and Two Hundred Seventy Five and 00/100 (\$275.00) State Stamp Dollars

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

Columbia Co. Sheriff's Dept.	Sale Cost	\$121.00	
	Poundage	550.00	
			\$ 671.00
Press-Enterprise, Inc.			144.59
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Col. Co.	(a) Deed, Copywork		18.50
	(b) Realty Transfer Tax		275.00
	(c) State Stamps		275.00
Guy Kreischer, Tax Collector Locust Twp	(1985 Col. Co. Tax, Parcel 20-07-27)		98.64
Col. Co. Tax Claim Bureau	(1983 & 84 Delinquent Taxes, Parcel 20-07-27)		907.09
State Treasurer (Surcharge Account)			10.00
United Penn Bank (Plaintiff)			26,147.93
			<u>28,600.00</u>

JUNE 18, 1985

Gerry, The above schedule of distribution was complied with this date. Enclosed is check for amount due UP Bank, \$26,147.93. Seperate check in amount of \$500.00, made payable to you, is refund of the advance cost deposit monies received at time Writ was filed. I trust you will see to it the proper disposition is made.

UNITED PENN BANK vs HARRY BRIAN FENWICK and BARBARA JANE FENWICK No. 177 - 1985 J.D. No. 23 - 1985 E.D.

Any questions should be directed to the undersigned or the Sheriff (Victor Vandling).

[Signature]

Sheriff's Office, Bloomsburg, Pa. } So answers
7 JUNE 1985 }
Victor B Vandling Sheriff
Victor B. Vandling

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United Penn Bank (Plaintiff)			26,147.93

UNITED PENN BANK

vs

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK
No. 177 - 1985 J.D.
No. 23 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
7 JUNE 1985

So answers

Victor B Vandling
Victor B. Vandling Sheriff

VS

THURSDAY.

NO.

SHERIFF'S COST OF SALE:

Docket & Levy	\$	<u>2.00</u>	
Service		<u>2.00</u>	
Mailing		<u>6.00</u>	
Advertising, Sale Bills		<u>4.00</u>	
Newspapers		<u>9.00</u>	
Posting Handbills		<u>1.00</u>	
Mileage		<u>10.00</u>	
Crying/Adjourn of Sale		<u>4.00</u>	
Sheriff's Deed		<u>2.00</u>	
Distribution of Proceeds		<u>9.00</u>	
Other		<u> </u>	
Total.....	\$	<u>121.00</u>	\$ 121.00

Press-Enterprise, Inc.		<u>144.54</u>	
Henrie Printing		<u>22.77</u>	
Solicitor's Services		<u>116.53</u>	
	Total..... \$	<u>181.84</u>	\$ 181.84

Prothonotary - Liens List \$ 1.00
Deed Notarization \$ 1.00
Total..... \$ 2.00 \$ 2.00

Recorder of Deeds, Col. Co. - Copywork	\$	<u>300</u>	
Deed		<u>1,200</u>	
Total.....	\$	1,500	\$

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1985 \$ 1,000
 School Taxes, District _____, 198_____
 Delinquent Taxes - 1983, 1984, 198____ (TOTAL AMOUNT) 9,046.91
 Total..... \$ 10,046.91 \$ 10,046.91

SEWERAGE RENT DUE:

Municipality - Bloomsburg/Berwick for 198_____ Total..... \$_____ \$_____

SURCHARGE FEE (State Treasurer)

TOTAL TAXES & COSTS ----- \$13,217

PURCHASER: _____

BID PRICE: \$ POUNDAGE \$

TOTAL \$

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ STATE STAMPS \$

To the Honorable, the Judges within named:

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UNITED PENN BANK

vs

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK
No. 177 - 1985 J.D.
No. 23 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
7 JUNE 1985

So answers

Victor B Vandling
Victor B. Vandling Sheriff

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

UNITED PENN BANK

vs.

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK

IN THE COURT OF COMMON PLEAS OF
~~XX~~~~LUZERN~~ COUNTY, PENNSYLVANIA
COLUMBIA

No. 177 Term 19 85 J.D.

No. 23 Term 19 85 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ 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"

ASSESSMENT INFORMATION: Land.....\$870
 Improvements.....2740
 \$3610

PARCEL NUMBER: 20-07-27

OFFICE OF SHERIFF
COLUMBIA COUNTY
APR 11 2 40 PM '85
SHERIFF
CHIEF DEPUTY

Amount Due	\$ <u>25,888.57</u>	
Interest from to April 2, 1985	\$ <u>1,132.68</u>	
Atty.'s Com.	<u>2,702.13</u>	
TOTAL	\$ <u>29,723.38</u>	Plus costs

as endorsed.

Dated April 10, 1985

(SEAL)

Prothonotary, Court of Common Pleas of
~~XX~~~~LUZERN~~ County, Pennsylvania
Columbia

By: Helen K. Linn

Deputy

EXHIBIT "A"

ALL THAT CERTAIN piece and parcel of land situate in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth;

THENCE along land of Jacob Lindemuth, north $50\frac{1}{2}$ degrees east 55.5 perches to a post;

THENCE along land of Mary Litwhiler south 71 degrees east 25 perches to a pine;

THENCE along land of Hester Hughes south 13 degrees east 60 perches to a stone;

THENCE along land of John C. Walter north $86\frac{1}{2}$ degrees west 45.4 perches to a black oak;

THENCE along land of Lewis Lee north 5 degrees west 45.4 perches to a stone to the place of beginning;

CONTAINING 20 acres and $16\frac{1}{2}$ perches of land be the same more or less.

KNOWN as Box 100, R. D. #3, Catawissa, Pennsylvania

IMPROVED with a two story single family frame dwelling and a barn and three farm outbuildings

PARCEL NUMBER: 20-07-27

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.

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK,

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 177 of 1985

NOTICE OF
SHERIFF'S SALE OF REAL ESTATE

TO: Harry Brian Fenwick
Barbara Jane Fenwick
R. D. #1, Box 186
Tunkhannock, Pa. 18657

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 ~~Luzerne~~ ^{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, Pennsylvania, on Thursday the 6th day of June 1985,

at 10:00 o'clock a.m., in the forenoon of the said day, all your right, title and interest in and all that certain piece, parcel or tract of land situate in the Township of Locust, Columbia County, Pennsylvania, the same more particularly 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

LIST OF LIENS

VERSUS

HARRY BRIAN FENWICK and BARBARA JANE FENWICK

Court of Common Pleas of Columbia County, Pennsylvania.

South Side National Bank

versus

Harry B. & Barbara J. Fenwick

No. 1041 of Term, 1981
Real Debt ||\$ 7,448.40
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 14, 1981
Nature of Lien Judgment Note

First Eastern Bank

versus

Harry B. & Barbara J. Fenwick

No. 1076 of Term, 1984
Real Debt ||\$ 81,478.36
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien September 26, 1984
Nature of Lien Judgment Note

Beaver's Machine Shop

versus

Harry Fenwick

No. 1340 of Term, 1984
Real Debt ||\$ 133.72
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien December 3, 1984
Nature of Lien Transcript of Judgment

United Penn. Bank

versus

Harry Brian & Barbara Jane Fenwick

No. 177 of Term, 1985
Real Debt ||\$ 29,723.38
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 10, 1985
Nature of Lien Default Judgment

versus

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Besenine~~ 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

Harry Brian Fenwick and Barbara Jane Fenwick

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and
seal of office this 29th day of May
A.D., 1985.

Beverly J. MichaelRECORDER

THIS INDENTURE, made this 16th day of June,
in the year of our Lord one thousand nine hundred and seventy-seven (1977.)

BETWEEN HARRY B. FENWICK, SR. and BARBARA J. FENWICK, his wife, of
Catawissa, R. D. #3, Columbia County, Pennsylvania

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

WHEREAS, said Mortgagor in and by an Obligation or Writing obligatory, duly executed under the hand and seal of
said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of \$64,000.00
lawful money of the United States of America, conditioned for the payment of the just sum of \$32,000.00

lawful money as aforesaid, together with interest thereon, payable monthly at the rate of 8-1/2 percent
per annum, provided, that Mortgagee may prepay the debt, in whole or in part, without penalty; The principal
sum of Thirty-two thousand (\$32,000.00) Dollars lawful money of the United
States of America, payable within twenty (20) years from the date hereof
together with interest on all unpaid balances of principal at the rate of
eight and one-fourth (8-1/4%) per cent per annum, the said principal and
interest shall be paid in monthly installments of Two hundred seventy-two
and 67/100 Dollars (\$272.67) each, the first such monthly payment to be made
on the 16th day of July, 1977, and thereafter on the 16th day of
each and every month until the entire indebtedness has been paid; said
monthly installments shall be applied first to the said interest and then
in reduction of said principal sum.

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 s, their heirs 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 THAT CERTAIN piece and parcel of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth; thence along land of Jacob Lindemuth, north 50-1/2 degrees east 55.5 perches to a post; thence along land of Mary Litwhiler south 71 degrees east 25 perches to a pine; thence along land of Hester Hughes south 13 degrees east 60 perches to a stone; thence along land of John C. Walter north 86-1/2 degrees west 45.4 perches to a black oak; thence along land of Lewis Lee north 5 degrees west 45.4 perches to a stone to the place of beginning; CONTAINING 20 acres and 16-1/2 perches of land, be the same more or less.

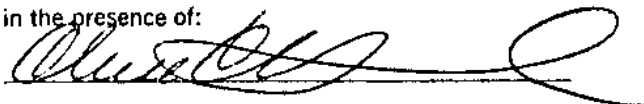
TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions, or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter 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:



Harry B. Fenwick Sr. (SEAL)
Harry B. Fenwick, Sr.

Barbara J. Fenwick (SEAL)
Barbara J. Fenwick

____ (SEAL)

____ (SEAL)

STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF COLUMBIA :

On this, the 6th day of June, 19 77, before me,
a Notary Public, the undersigned officer, personally appeared
Harry B. Fenwick, Sr. and Barbara J. Fenwick, his wife, known to me
(or satisfactorily proven) to be the persons whose names are subscribed to the within instrument,
and acknowledged that they executed the same for the purposes therein contained.

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

My Commission Expires:
NOTARY PUBLIC

My Commission Expires April 17, 1980
Bloomsburg, PA Columbia County

Suzanne


REC'D BY RECORDER
COLUMBIA CO., PA.

TAX. FEE 6.50

JUN 6 12 09 PM '77

MORTGAGE

HARRY B. FENWICK, SR. &
BARBARA J. FENWICK, HIS
WIFE,

TO

UNITED PENN BANK

Recorded in Columbia County
Mtg. Bk. 184 page 145 on
June 6, 1977 at 12:09 p.m.

Marvin G. Bower

Hunnell

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.

MORTGAGE

THIS MORTGAGE, made this 21st day of March, 1983,
by and between Harry B. Fenwick, Sr. and Barbara J. Fenwick
(hereinafter, whether one or more, called "Mortgagor"), and UNITED PENN BANK, of Wilkes-Barre,
Pennsylvania, (hereinafter, with its successors and assigns, called "Mortgagee").

WHEREAS, Mortgagor has duly executed and delivered to Mortgagee a written evidence of
obligation of even date herewith (hereinafter referred to as the "Note") wherein Mortgagor stands held and
firmly bound unto Mortgagee for the sum of \$28,000.00, payments of principal and interest
to be made to the Mortgagee in accordance with the terms, conditions and interest rates provided in the
Note, which is specifically referred to herein, and all extensions and renewals thereof, until the entire
indebtedness has been paid.

NOW, THEREFORE, Mortgagor, in consideration of said Note and any other obligation of
Mortgagor to Mortgagee, due or to become due, absolute or contingent, and for better securing the
payment thereof, together with interest and all other sums recoverable, does hereby grant, bargain, sell
and release unto the said Mortgagee:

ALL THAT/THOSE CERTAIN piece(s), parcel(s) or tract(s) of land situate in _____
Columbia County(s), Pennsylvania, known as
R. D. # 3, Locust Township, Catawissa, Pa. (and)

(Address(es) of Real Estate)
and being more particularly described in Deed(s) dated June 6, 1977
(and) _____, from Bruce G. Morrison & Sherry C. Morrison
to Mortgagor herein, said Deed(s) being recorded in the Office of the Recorder of Deeds of
Columbia County(s) in Deed Book Volume(s) 281
(and) _____, Page(s) 653 (and) _____, et seq.

TOGETHER, with all buildings, improvements, rights, privileges, additions, alterations, reversions,
remainders, rents, issues and profits thereof.

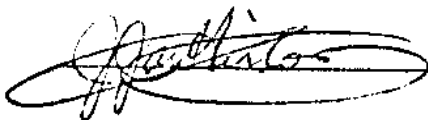
PROVIDED, upon nonpayment of any sum when due under the Note or other instrument secured
hereby or upon noncompliance with any covenant or condition hereof, the entire balance of principal
and interest, together with an attorney's commission of ten (10%) percent shall, at the Mortgagee's option,
become due and payable.

PROVIDED, that if the Mortgagor causes to be paid unto the Mortgagee the aforesaid principal
sum together with all interest and other sums becoming due under the aforesaid obligation and if the
Mortgagor shall keep and perform each covenant contained or referenced herein and in the Note, then this
Mortgage shall cease, determine and become void.

THIS MORTGAGE, shall be UNDER AND SUBJECT to the general provisions, covenants,
conditions and obligations contained in a Stipulation of General Mortgage Provisions which are
incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of
Columbia County, Pennsylvania, in Mortgage Book 199, Page
988, et seq.

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has set
his/her/their hand(s) and seal(s) the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



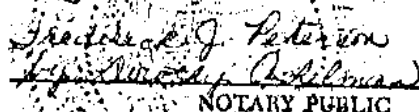
Harry B. Fenwick, Sr. (SEAL)

Barbara J. Fenwick (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Columbia) SS:

On this, the 21st day of March, 1983, before me, the
undersigned officer, personally appeared Harry B. Fenwick, Sr. & Barbara J. Fenwick
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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


Frederick J. Peterson
Notary Public

F71-000-008

PROTH. CLERK OF SEV. COURTS

MY COMM. EX. 1st MON. JAN. 1984

REC'D BY RECORDER
COLUMBIA CO. PA.
TAX \$50.00 FEE \$3.00
MAR 20 9 43 AM '83

No. 290

MORTGAGE

Harry B. Fenwick, Sr.
and
Barbara J. Fenwick

TO

UNITED PENN BANK

Brennberg

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

Columbia 9:43 a.m.

Record

RECORDED in the Office for Recording of Deeds in and for ~~Luzerne~~ Columbia County, in the State of Pennsylvania, in Mortgage

Book 316 Page 3 etc.

WITNESS my hand and seal of Office this

28th day of March

Anno Domini, 19 83

Beverly J. Michael, Acting
Recorder

BOOK 316 PAGE 4

This Indenture.

Made the 22nd day of February, in the year of our Lord one thousand nine hundred and eighty-four (1984).

Between HARRY B. FENWICK and BARBARA J. FENWICK, HUSBAND & WIFE, of Locust Township, R. D. #3, Catawissa, Columbia County, Pennsylvania, MORTGAGORS,

AND

FIRST EASTERN BANK, N.A., a corporation existing and incorporated under the laws of the United States of America, MORTGAGEE,

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, its Successors or Assigns in the sum of One hundred fifty thousand four hundred twenty-one and 06/100 ----- Dollars, conditioned for the payment of a debt of SEVENTY-FIVE THOUSAND TWO HUNDRED TEN AND 53/100 (\$75,210.53) ----- Dollars

This is a collateral mortgage given in security to a certain Third Party Guarantee dated February 22, 1984, a copy of which is attached hereto and by incorporation becomes a part hereof, guaranteeing the obligations of North Penn Sealstor Systems, Inc. to the mortgagee now owing or which might hereafter arise.

The dollar amount of this mortgage shall be increased dollar for dollar for any future advances made to North Penn Sealstor Systems, Inc. or the mortgagors.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than \$75,210.53 -----

Dollars and take no insurance not payable to the Mortgagee

This Mortgage and 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 Mortgagors herein.

, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagors herein.

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagors do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All THAT CERTAIN piece and parcel of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindenmuth, thence along land of Jacob Lindenmuth, North 50-1/2 degrees East 55.5 perches to a post; thence along land of Mary Litwhiler South 71 degrees East 25 perches to a pine; thence along land of Hester Hughes South 13 degrees East 60 perches to a stone; thence along land of John C. Walter North 86-1/2 degrees West 45.4 perches to a black oak; thence along land of Lewis Lee, North 5 degrees West 45.4 perches to a stone to the place of beginning.

CONTAINING 20 acres and 16-1/2 perches of land, be the same more or less.

BEING the same premises which Bruce G. Morrison and Sherry C. Morrison, his wife, by deed dated June 6, 1977 and recorded in Deed Book Volume 281, page 653, granted and conveyed unto Harry B. Fenwick and Barbara J. Fenwick, husband and wife, Mortgagors herein.

GUARANTEE OF THIRD PARTY'S GENERAL OBLIGATIONS

February 22, 19 84

For and in consideration of the sum of \$1, the receipt whereof is hereby acknowledged, the advancement of moneys, the giving and extending of credit by FIRST EASTERN BANK, NATIONAL ASSOCIATION, to the North Penn Sealstor Systems, Inc.

of Bloomsburg, Pennsylvania and of other valuable considerations, we jointly and severally agree to pay or cause to be paid to FIRST EASTERN BANK, NATIONAL ASSOCIATION, all loans, drafts, overdrafts, endorsements, accounts, checks, notes, interests, demands and liabilities of every kind or description now owing or which

may hereafter become due or owing by said North Penn Sealstor Systems, Inc. to it whenever the same or any part thereof shall be due.

All proceedings to collect from the principal debtor, or any one else are expressly waived and we jointly and severally waive demand, notice and proceedings of every kind, and agree that the said bank may, without notice, surrender or release securities held by it and grant extension of time to, and from time to time renew any obligation of said principal debtor without notice.

If any obligation(s) or installment(s) thereof of the North Penn Sealstor Systems, Inc. to FIRST EASTERN BANK, NATIONAL ASSOCIATION, is/are not paid when due, each of the undersigned do hereby jointly and severally authorize and empower any attorney of any court of record within the United States, or elsewhere, to appear for them or any of them, and to confess judgment against them or any of them and in favor of the holder hereof, or of any term, with or without declaration files, for the entire amount of all of such obligation(s) then remaining unpaid, together with all delinquency charges then owing, with costs of suit and with 15% added as attorney's collection fees; and with respect to any judgment entered hereon, each of the undersigned waives, in regard to any real or personal property levied upon, any right of appraisal, exemption or stay of execution under any law now in force or hereafter enacted, the right of inquisition (and agree that any real estate shall be voluntarily condemned and may be sold under a writ of fi. fa.), the right of appeal, and does release all errors.

This is a continuing guarantee, further secured but not limited to a certain collateral mortgage dated February 22, 1984, together with the collateral described
Witness: therein.

[Signature]
[Signature]

C. Daniel Davis (SEAL)

Donald R. Davis (SEAL)

John B. Davis (SEAL)

Barbara J. Derrick (SEAL)

B004 329 PAGE 118

with the appurtenances.

To Have and to Hold to the said Mortgagee , its Successors and Assigns forever .

Provided that the said Mortgagee , its Successors or Assigns upon default for
thirty (30) days in payment of any part of said principal
sum or interest as agreed, or any premium of insurance, for thirty (30)
days after written notice of its being due shall have been given to the Mortgagor or their Rep-
resentatives, or mailed to their proper address, or upon default in the payment of any tax as-
sessed against the said premises for one year after the first day of January next succeeding its
assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure
hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attor-
ney's commission of 10 per centum and all costs, including the costs of recording this Mortgage,
without further stay, nor shall any waiver of this provision be held effectual, unless in writing for
a valuable consideration.

Provided Also, However, that if the said Mortgagor s , or their Representatives shall
without default pay to the said Mortgagee , its Successors or Assigns, the said principal sum,
with interest, and premiums, or in case of default and of legal process shall before actual sale, pay
the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby
granted, and the said Obligation shall become void.

Witness the hand s

and seal s

of the said Mortgagor s.

Signed, Sealed and Delivered
in the presence of

Harry B. Fenwick Seal
Harry B. Fenwick
Barbara J. Fenwick Seal
Barbara J. Fenwick

State of Pennsylvania
County of Columbia

On this, the 22nd day of February, A. D. 19 84, before me
a Notary Public,
personally appeared Harry B. Fenwick and Barbara J. Fenwick, husband and wife,
known to me (or satisfactorily proven) to be the persons whose names / are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

Lynn R. Sulick
LYNN R. SULICK, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires June 4, 1985
Title of Officer

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage, is P. O. Box 367, Berwick, PA 18603

Chambers

Attorney for Mortgageors

Number 223

Mortgage

To A Corporation

HARRY B. FENWICK & BARBARA
J. FENWICK, HUSBAND & WIFE,
MORTGAGORS,

To

FIRST EASTERN BANK, N.A.,
MORTGAGEE

Dated- February 22, 19 84
Upon - prop. in Locust Township
To secure - \$ 75,210.53
Payable - see within

LAW OFFICES,
HUMMEL, JAMES & MIHALIK
29 East Main Street
Bloomsburg, PA 17815

Form No. 107C Legal Blank Printery, Leesville, Pa.

Commonwealth of Pennsylvania
County of Columbia 3:22pm

Recorded on this 23rd day of February, A. D. 19 84, in the Re-
corder's Office of the said County in Book 329 Volume 116 Page
Given under my hand and seal of the said Office, the date above written.

329 PAGE 120

Beverly J. Michael Recorder
Reid M. Schmit, Dep

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 6th day of JUNE 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Eugene D. Abraczinskas and MaryAnn Abraczinskas, R.D. 1, Box 121, Catawissa, PA 17820

for the price or sum of Twenty Seven Thousand Five Hundred and 00/100 (\$27,500.00) plus Five Hundred fifty and 00/100 (\$550.00) Poundage and Two Hundred Seventy Five and 00/100 (\$275.00) Realty Tax and Two Hundred Seventy Five and 00/100 (\$275.00) State Stamp Dollars

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

Columbia Co. Sheriff's Dept.	Sale Cost	\$121.00	
	Poundage	550.00	
			\$ 671.00
Press-Enterprise, Inc.			144.59
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Col. Co.	(a) Deed, Copywork		18.50
	(b) Realty Transfer Tax		275.00
	(c) State Stamps		275.00
Guy Kreischer, Tax Collector Locust Twp	(1985 Col. Co. Tax, Parcel 20-07-27)		98.64
Col. Co. Tax Claim Bureau	(1983 & 84 Delinquent Taxes, Parcel 20-07-27)		907.09
State Treasurer (Surcharge Account)			10.00
United Penn Bank (Plaintiff)			26,147.93

UNITED PENN BANK

vs

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK
No. 177 - 1985 J.D.
No. 23 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa.) So answers

7 JUNE 1985

Victor B Vandling
Victor B. Vandling Sheriff



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF EXAMINATION
POST OFFICE BOX 8910
HARRISBURG, PA 17105

REALTY TRANSFER TAX AFFIDAVIT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration or by gift, or (3) a tax exemption is claimed. An affidavit of value is not required when the transfer is from a parent to child. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	Telephone Number:
Victor B. Vandling, SHERIFF of Columbia County	Area Code (717) 784-1991
Street Address	City State Zip Code
Courthouse Building	Bloomsburg PA 17815

B. TRANSFER DATA

Grantor(s)	Grantee(s)
Sheriff of Columbia County	Eugene and Maryann Abraczinskas
Street Address	Street Address
Columbia County Court House	R.D. 1, Box 121
City State Zip Code	City State Zip Code
Bloomsburg PA 17815	Catawissa PA 17820

C. PROPERTY LOCATION

Street Address	
Box 100, R.D. 3	
City Township Borough County Tax Parcel Number	
Catawissa Locust Columbia 20-07-27	

D. VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$27,500.00	+	= \$27,500.00
4. County Assessed Value	5. Fair Market Value	6. State Realty Transfer Tax Paid
\$2740.00	\$8220.00	\$275.00

E. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
None	-----

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) (See 61 PA Code 91.42)
- ☐ Transfer to Industrial Development Agencies or from Industrial Development Agencies to Industrial Corporations. (See 61 PA Code 91.49)
- ☐ Transfer to Conservancy. (See Act No. 246 of 1982)
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
Tax paid this deed \$ _____ (See 61 PA Code 91.53)
- ☐ Transfers to Commonwealth, the United States, and instrumentalities by gift, condemnation or in lieu of condemnation or dedication. (See 61 PA Code 91.55)
- ☐ Transfer from mortgagor to mortgagee in lieu of foreclosure (other than sheriff sales) Mortgage Book Number _____
Page Number _____ (See Act No. 246 of 1982)
- ☐ Divorced. _____ (Date of Divorce Decree) _____ (Date of Decree of Equitable Distribution) _____ (Date of Acknowledgment) (See Act No. 14 of 1981)
- ☐ Statutory Corporate Reorganization, Merger or Liquidation.
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Correspondent A. J. Zale, Chief Deputy, Col. Co. Sheriff Dept. Date 6/18/85

(SEE REVERSE)

Phone: 717-784-1633

Number 4725

April 29 1985

PLEASE PAY FROM THIS INVOICE
WE DO NOT SEND MONTHLY STATEMENTS

Fenwick
Sheriff's Sale

\$ 144.59

SHERIFF'S SALE
By virtue of a Writ of Execution No. 23 of 1985, 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, Bloomsburg, Pennsylvania, on:

June 6, 1985
at 10:00 o'clock a.m.
in the forenoon of the said day, all the right, title and interest of the Defendants in and to: **ALL THAT CERTAIN** piece and parcel of land situate in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

According
with its
of Colum
and has
County
f the l
Issue of s

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth; **THENCE** along land of Jacob Lindemuth, north 50 1/2 degrees east 55.5 perches to a post; **THENCE** along land of

on May 15, 22 and 29

exactly as printed and published; that the affiant is one of the owners and publisher of the newspaper in which legal advertisement or notice was published; that neither Press-Enterprise are interested in the subject matter of said notice and advertisement; that all of the allegations in the foregoing statement as to time and place of publication are true.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

7750

June 5, 1985

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 144.59

One Hundred forty-four and 59/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR No. 23-1985 E.D. (FENWICK)

Victor B. Vandling

010313059361

5720810000

05

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

MY COMMISSION EXPIRES
Member, Pennsylvania Association

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. Harry Brian Fenwick and Barbara Jane Fenwick, and will be sold by:

Sheriff of
Columbia County
Hourigan, Kluger,
Spohrer and Quinn,
P.C.
700 United Penn
Bank Bldg.

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III, being duly sworn according and says that Press-Enterprise is a newspaper of general circulation with its place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia of Pennsylvania, and was established on the 1st day of March, 1902, and has daily (except Sundays and Legal Holidays) continuously in said Town, County at the date of its establishment; that hereto attached is a copy of the legal advertisement in the above entitled proceeding which appeared in the issue of May 15, 22 and 29 exactly as printed and published; that the affiant is one of the owners and publishers of the newspaper in which legal advertisement or notice was published; that neither Press-Enterprise are interested in the subject matter of said notice and advertisement; that all of the allegations in the foregoing statement as to time, place, and publication are true.

Sworn and subscribed to before me this 31st day of May 1985

Paul R. Eyerly III
Matthew J. Lerner
(Notary Public)

My Commission Expires

NOTARY PUBLIC
MY COMMISSION EXPIRES
Member, Pennsylvania Association

And now, 1985, I hereby certify that the advertising charges amounting to \$ for publishing the foregoing notice, and affidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 23 of 1985, 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, Bloomsburg, Pennsylvania, on:

June 6, 1985

at 10:00 o'clock a.m. in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece and parcel of land situated in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth;

THENCE along land of Jacob Lindemuth, north 50 1/2 degrees east 55.5 perches to a post;

THENCE along land of Mary Litwhiler south 71 degrees east 25 perches to a pine;

THENCE along land of Hester Hughes south 13 degrees east 60 perches to a stone;

THENCE along land of John C. Walter north 86 1/2 degrees west 45.4 perches to a black oak;

THENCE along land of Lewis Lee north 5 degrees west 45.4 perches to a stone to the place of beginning.

CONTAINING 20 acres and 16 1/2 perches of land be the same more or less.

KNOWN as Box 100, RD 3, Catawissa, Pennsylvania. IMPROVED with a two story single family frame dwelling and a barn and three farm outbuildings.

PARCEL NUMBER: 20-07-27 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. Harry Brian Fenwick and Barbara Jane Fenwick, and will be sold by:

Sheriff of Columbia County
Hourigan, Kluger, Spohrer and Quinn, P.C.
700 United Penn Bank Bldg.

UNITED PENN. BANK

PLAINTIFF

No. 177 Term 19 85

V.S.

HARRY BRIAN and BARBARA

JANE FENWICK

DEFENDANTS

VICTOR B. VANDLING

To: Sheriff

Seize, levy, advertise and sell all the ~~personal~~ ^{real} property of the defendant on the premises located at

Box 100, R. D. #3, 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



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

vs

Harry Brian Fenwick and
Barbara Jane Fenwick

A. J. ZALE, Chief Deputy

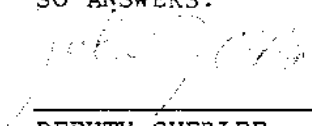
JOHN J. O'BRIEN, DEPUTY
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 23 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

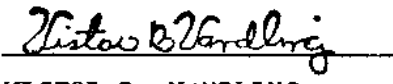
POSTING OF PROPERTY

On May 6, 1985 at 9:35 A.M. POSTED A COPY OF THE
SHERIFF'S SALE BILL ON THE PROPERTY OF Harry Brian Fenwick and Barbara
Jane Fenwick, R.D. 3, Box 242, Catawissa, Locust Twp.,
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF John J. O'Brien.

SO ANSWERS:


DEPUTY SHERIFF

FOR:


VICTOR B. VANDLING
SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

6th DAY OF May, 1985

TAMI B. KLINE, PROTHONOTARY
COLUMBIA COUNTY, PENNSYLVANIA



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

United Penn Bank

- VS -

Harry Briarn Fenwick and
Barbara Jane Fenwick

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, COMMON-
WEALTH OF PENNSYLVANIA

NO. 23 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON * VACANT PROPERTY *

ON April 17 1985 AT 1:45 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 POSTED on the VACANT PROPERTY of the
defendant Harry Briarn Fenwick & Barbara Jane Fenwick at R.D. # 3,
Box 242, Catawissa, PA 17820 Locust Twp., Columbia County, by
Delbert Doty.

So Answers:

Delbert Doty
Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 17th day of April 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania



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

UNITED PENN BANK
VS

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 23 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

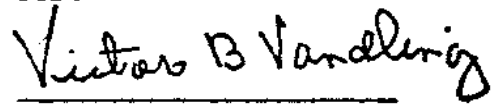
SERVICE ON Harry B. Fenwick

On April 15, 1985, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to Harry B. Fenwick, R.D. 1, Box 186, Tunkhannock, Pa.
by Certified Mail, Return Receipt Requested No.
P 307 193 991. Said Harry B. Fenwick received
same on April 17, 1985 per signature of Barbara J. Fenwick
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P 307 193 991
is attached.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:


Victor B. Vandling
Sheriff of Col. Co.

Sworn and subscribed before me
this 22nd day of April 1985

Tami B. Kline
Prothonotary, Columbia County, Pa.

COPIES TO: Henrie Printing. *4/15*
P-E, Legal Ads, Wed., May 15, 22 & 29, 1985. Affidavit requested. *4/15*
Guy Kreischer, Tax Collector for Locust Twp. *5-1*

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution, No. *23* of 1985, issued out of the Court of Common Pleas of ~~Luzerne~~ *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, Bloomsburg, Pennsylvania, on *Thursday* the *6th* day of *June* 1985, at *10:00* o'clock a.m., in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece and parcel of land situate in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth;

THENCE along land of Jacob Lindemuth, north $50\frac{1}{2}$ degrees east 55.5 perches to a post;

THENCE along land of Mary Lithwhiler south 71 degrees east 25 perches to a pine;

THENCE along land of Hester Hughes south 13 degrees east 60 perches to a stone;

THENCE along land of John C. Walter north $86\frac{1}{2}$ degrees west 45.4 perches to a black oak;

THENCE along land of Lewis Lee north 5 degrees west 45.4 perches to a stone to the place of beginning.

CONTAINING 20 acres and $16\frac{1}{2}$ perches of land be the same more or less.

KNOWN AS Box 100, R. D. #3, Catawissa, Pennsylvania.

IMPROVED with a two story single family frame dwelling and a barn and three farm outbuildings.

PARCEL NUMBER: 20-07-27

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.
Harry Brian Fenwick and Barbara Jane Fenwick , and will be sold by:

Sheriff of Columbia County

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

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.

HARRY BRIAN FENWICK
and BARBARA JANE FENWICK,

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE


NO. 177 of 1985

CERTIFICATION OF LAST KNOWN ADDRESS

GLENN G. YANIK, ESQUIRE, hereby certifies that the precise address of
the Plaintiff and the last known address of the Defendants are as follows:

UNITED PENN BANK
8-18 West Market St.
Wilkes-Barre, Pa. 18701

HARRY and BARBARA FENWICK
R. D. #1, Box 186
Tunkhannock, Pa. 18657


Glenn G. Yanik, Esquire

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution, No. 23 of 1985, issued out of the Court of Common Pleas of ~~Lebanon~~ 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, Bloomsburg, Pennsylvania, on Thursday the 6th day of June 1985, at 10:00 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece and parcel of land situate in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth;

THENCE along land of Jacob Lindemuth, north $50\frac{1}{2}$ degrees east 55.5 perches to a post;

THENCE along land of Mary Lithwhiler south 71 degrees east 25 perches to a pine;

THENCE along land of Hester Hughes south 13 degrees east 60 perches to a stone;

THENCE along land of John C. Walter north $86\frac{1}{2}$ degrees west 45.4 perches to a black oak;

THENCE along land of Lewis Lee north 5 degrees west 45.4 perches to a stone to the place of beginning.

CONTAINING 20 acres and $16\frac{1}{2}$ perches of land be the same more or less.

KNOWN AS Box 100, R. D. #3, Catawissa, Pennsylvania.

IMPROVED with a two story single family frame dwelling and a barn and three farm outbuildings.

PARCEL NUMBER: 20-07-27

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.
Harry Brian Fenwick and Barbara Jane Fenwick , and will be sold by:

Sheriff of Columbia County

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

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.

HARRY BRIAN FENWICK and
BARBARA JANE FENWICK,

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

NO. 177 of 1985

NOTICE OF
SHERIFF'S SALE OF REAL ESTATE

TO: Harry Brian Fenwick
Barbara Jane Fenwick
R. D. #1, Box 186
Tunkhannock, Pa. 18657

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 ~~Luzerne~~ ^{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, Pennsylvania, on Thursday the 6th day of JUNE 1985.

at 10:00 o'clock a.m., in the forenoon of the said day, all your right, title and interest in and all that certain piece, parcel or tract of land situate in the Township of Locust, Columbia County, Pennsylvania, the same more particularly 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

EXHIBIT "A"

ALL THAT CERTAIN piece and parcel of land situate in the Locust Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone, corner of lands belonging to Lewis Lee and Jacob Lindemuth;

THENCE along land of Jacob Lindemuth, north $50\frac{1}{2}$ degrees east 55.5 perches to a post;

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KNOWN as Box 100, R. D. #3, Catawissa, Pennsylvania

IMPROVED with a two story single family frame dwelling and a barn and three farm outbuildings

PARCEL NUMBER: 20-07-27

AFFIDAVIT OF
NON-MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF LUZERNE

GLENN G. YANIK, ESQUIRE

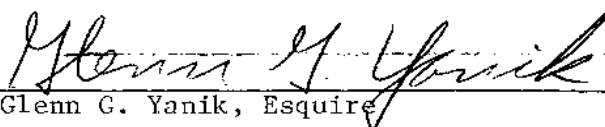
being duly sworn

according to law, does depose and say that he did, upon request
of United Penn Bank

investigate the status of Harry and Barbara Fenwick

with regards to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally; and your
affiant avers that Harry and Barbara Fenwick

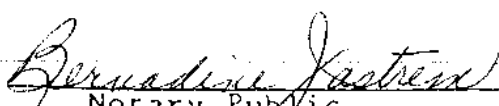
~~is~~ are not now, nor ~~was~~ were ~~he~~ they, within a period of three
(3) months last, in the military or naval service of the United
States within the purview of the aforesaid Soldiers' and Sailors'
Relief Act of 1940.


Glenn G. Yanik, Esquire

Sworn to and subscribed

before me this 7 day

of April, 1985 ~~XXK88X~~


Notary Public

NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.

My Commission Expires May 30, 1985