

11/15/88 ✓

LAW OFFICES OF

DERR, PURSEL & LUSCHAS

238 MARKET STREET

P. O. BOX 539

BLOOMSBURG, PENNSYLVANIA 17815

DALE A. DERR  
CHARLES B. PURSEL  
ALVIN J. LUSCHAS  
GARY E. NORTON

AREA CODE 717  
784-4654

November 14, 1988

George H. Gensemer, Chairman  
Columbia County Commissioners  
Courthouse  
Bloomsburg, PA 17815

RE: Emenee Manufacturing Corp. building located  
at Second and Pine Streets, Catawissa, PA  
Tax Map No. 08-02-100

Dear George:

Enclosed is correspondence I received from Rich Roberts, as well as a proposed Petition for Leave of Court to sell certain real estate, formerly the Emenee Manufacturing building, for an amount less than the total back taxes due on the same. If the Petition is granted by the Court, the County, School and Borough will receive 100 percent of the amount paid for the building, \$15,000.00, but will not be receiving all of the taxes owed. The balance will be deemed forgiven. Given the circumstances of this matter, including the bankruptcy of Emenee Manufacturing Corp., it seems to me that this will be the best course. Nevertheless, before we take action, it is my feeling that we should discuss the matter with both Mr. Dennis Long and Mr. Ode Henrie. It is my understanding that Dennis Long has a summary of the total amount of the taxes due, which can be made available.

Please contact me if you have any questions.

Very truly yours,

  
ALVIN J. LUSCHAS

AJL:pac  
Enclosure

c: Richard J. Roberts, Jr., Esquire  
D. Ode Henrie  
Dennis Long  
J. Wayne Yorks  
Lucille B. Whitmire

LEAVENS & ROBERTS

*Attorneys at Law*

ANDREW A. LEAVENS  
RICHARD J. ROBERTS, JR.

29 EAST INDEPENDENCE STREET  
POST OFFICE BOX 518  
SHAMOKIN, PENNSYLVANIA 17872-0518

717-648-5727

November 1, 1988

Alvin J. Luschas, Esquire  
Derr, Pursel & Luschas  
238 Market Street  
Post Office Box 539  
Bloomsburg, Pennsylvania 17815

Re: Emenee Manufacturing Corp. building located at  
Second and Pine Streets, Catawissa, Pennsylvania  
Tax Map No. 08-02-100

Dear Al:

Enclosed for your review please find a draft Petition for  
Leave to Compromise Delinquent Real Estate Taxes pertaining to  
the referenced premises.

I have been contacted by SBA, and they are anxious to bring  
this matter to a conclusion. Consequently, I would ask that you  
review the enclosed draft and provide me with your comments  
thereon at your earliest opportunity.

Yours very truly,



Richard J. Roberts, Jr.

RJR:pag  
Enclosure

cc: Peggy Long, Borough Secretary

IN RE: TAX MAP NO. : IN THE COURT OF COMMON PLEAS  
08-02-100 : OF THE 26TH JUDICIAL DISTRICT,  
PRESENT OWNER: EMENEE : COLUMBIA COUNTY BRANCH  
MANUFACTURING CORP. : NO.

ORDER

AND NOW, this \_\_\_\_ day of November, 1988, upon consideration of the within Petition for Leave to Compromise Delinquent Real Estate Taxes, a hearing is hereby scheduled for the \_\_\_\_ day of \_\_\_\_\_, 1988, at \_\_\_\_\_.M. in the Court House.

IT IS FURTHER ORDERED AND DECREED that the Columbia County Tax Claim Bureau, through its Director, shall give notice of the date and time set for this hearing by serving a certified copy of the Petition as well as this Order upon Columbia County, the Southern Columbia Area School District, the Borough of Catawissa, Emenee Manufacturing Corp., Albert Togut, Esquire, Trustee of Emenee Manufacturing Corp., and the Small Business Administration.

BY THE COURT

---

P.J.

IN RE: TAX MAP NO.	:	IN THE COURT OF COMMON PLEAS
08-02-100	:	OF THE 26TH JUDICIAL DISTRICT,
PRESENT OWNER: EMENEE	:	COLUMBIA COUNTY BRANCH
MANUFACTURING CORP.	:	NO.

PETITION FOR LEAVE TO COMPROMISE DELINQUENT  
REAL ESTATE TAXES

COMES NOW, Dennis Long, Director of the Columbia County Tax Claim Bureau (hereafter the "Bureau"), who Petitions the Court as follows:

1. Petitioner is the Director of the Bureau.
2. Pursuant to 72 P.S. Section 5860.208, the Director files this Petition as agent for the taxing districts of Columbia County, the Southern Columbia Area School District and the Borough of Catawissa (hereafter the "Taxing Districts").
3. Petitioner has been advised by each of the Taxing Districts that they consent to the filing of this Petition.
4. The premises which are the subject of this Petition (hereafter the "Premises") are more particularly described in Exhibit "A" attached hereto.
5. Claims for taxes for the years 1980 through 1987 for the Premises have been returned to the Bureau. The total amount of taxes, interest, penalties and costs are computed and are apportioned among the Taxing Districts as per Exhibit "A" attached hereto.
6. The Premises are owned by Emenee Manufacturing Corp. (hereafter "Emenee").
7. Emenee filed a voluntary petition for

reorganization under Chapter 11 of the Bankruptcy Code on May 15, 1981.

8. By Order entered December 4, 1981, the reorganization proceeding was converted to a case under Chapter 7 of the Bankruptcy Code.

9. Albert Togut, Esquire, was appointed and is currently acting as Trustee of Emenee's assets.

10. By Order dated November 10, 1983, Bankruptcy Judge Prudence Abram authorized the Trustee to turn over the Premises to the Small Business Administration to allow it to foreclose its security interest therein.

11. Petitioner believes that the amount of the delinquent taxes, interest, penalties and costs as set forth in Exhibit "B" is in excess of the net amount that could be realized at a tax sale of the Premises or by enforced collection against the owner thereof. Attached hereto as Exhibit "C" is an estimate of the market value of the Premises as appraised by Linda Woodward.

12. A prospective purchaser of the Premises has tendered the sum of \$15,000.00 to the Petitioner in compromise of all liability for delinquent taxes, interest, penalties and costs in connection with the Premises.

13. The Taxing Districts will receive the following amounts in the event the Court accepts said compromise:

County of Columbia	\$ 2,100.00
Borough of Catawissa	\$ 1,350.00
Southern Columbia Area School District	\$11,550.00

WHEREFORE, Petitioner requests the Court, pursuant to the Act of November 23, 1983, Sp. Sess., P.L. 90, 72 P.S. Section 5551, et seq., to grant the Taxing Districts leave to accept \$15,000.00 in full settlement of all delinquent taxes, interest, penalties and costs due in connection with the Premises and to cause satisfaction to be entered of record for such taxes, interest, penalties and costs.

---

Dennis Long, Director  
Columbia County Tax Claim Bureau

JOSEPH F. TORSELLA  
ATTORNEY AT LAW  
119-A WEST FRONT STREET  
BERWICK, PENNSYLVANIA 18603  
TELEPHONE 752-2301

Sheriff's Office - Columbia County  
Columbia County Court House  
Bloomsburg, Penna. 17815

November 21, 1985

RE: My file 5208-85.

FOR PROFESSIONAL SERVICES RENDERED

FIRST EASTERN BANK, NA.

VS.

EMENEE MANUFACTURING CORP.

46 of 1985 ED

EXECUTION SALE - MORTGAGE FORECLOSURE

November 18, 20 & 21, 1985 - Review of various liens, including tax liens and mortgage claims research, review of authority to proceed and mortgage foreclosure - execution sale.

2 HRS.

\$120.00

Very truly yours,

*Joseph F. Torsella*  
Joseph F. Torsella

JFT:lmo

THURSDAY, November 21, 1985NO. 46-1756SHERIFF'S COST OF SALE:

Docket & Levy \$ 14.00  
 Service 17.50  
 Mailing 3.00  
 Advertising, Sale Bills 9.00  
     Newspapers 1.00  
 Posting Handbills 20.00  
 Mileage 8.00  
 Crying/Adjourn of Sale 7.00  
 Sheriff's Deed 70.00  
 Distribution of Proceeds 9.00  
 Other

Total..... \$ 151.00\$ 151.00

Press-Enterprise, Inc.  
 Henrie Printing  
 Solicitor's Services

196.00  
40.00  
120.00

Total..... \$ 351.00\$ 351.00

Prothonotary - Liens List  
     Deed Notarization

\$ 10.00  
10.00

Total..... \$ 20.00\$ 20.00

Recorder of Deeds, Col. Co. - Copywork  
     Deed

\$ 8.00  
10.00

Total..... \$ 18.00\$ 18.00REAL ESTATE TAXES:Borough/Twp. & County Taxes, 1985\$ 1,541.70School Taxes, District Southside, 1985\$ 3,853.47Delinquent Taxes - 1981, 1982, 1983 (TOTAL AMOUNT)\$ 38,812.16Total..... \$ 44,207.33\$ 44,207.33ELECTRIC, WATER and SEWERAGE RENT DUE:

Catawissa  
 Municipality - Bloomburg/Berwick for 1985

Total..... \$ 844.53\$ 844.53SURCHARGE FEE (State Treasurer)\$ 5.00

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

PURCHASER: \_\_\_\_\_

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

TOTAL ..... \$ \_\_\_\_\_

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

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





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

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

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

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

November 26, 1985

Myles Wren, Esq.  
O'Malley, Harris, & Schneider, P.C.  
345 Wyoming Avenue  
Scranton, PA

RE: First Eastern Bank vs Emenee Mfg. Corp.  
NO: 46 - 1985 E.D.

Dear Mr. Wren,

The following is for your information and guidance following abandonment (Rule 3173) of the Sheriff's Sale in the captioned matter that was held November 21, 1985.

Costs incurred by the Sheriff's Department include Docketing, Service, Mileage, Mailing Fee, Advertising, Posting, Adjournment of Sale and Distribution plus additional costs for Printing Sale Bills, Press-Enterprise Inc., advertising, Solicitor's services and Surcharge Fee (State Treasurer).

Total costs amounted to \$468.66. Thus a refund of \$31.34 is enclosed from the initial \$500.00 advance deposit received at time Writ of Execution was filed.

Very truly yours,

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



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

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

A. J. ZALE, Chief Deputy

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

November 26, 1985

Mae Hollingshead  
214 North Street  
Catawissa, PA 17820

RE: Emenee Mfg. Corp.

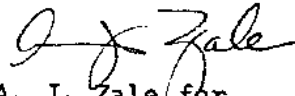
Dear Ms. Hollingshead,

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 November 21, 1985 has been cancelled.

TAX NOTICES / ~~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



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
P. O. BOX 7635 8901  
HARRISBURG, PA 17105

RECEIPT  
OF  
PRIORITY CLAIM

The Priority Claim of the Commonwealth of Pennsylvania against the following has been received on  
(date) November 19, 1985

Claimant:

Emenee Manufacturing Corp.

Claimant is trading as:

NOVEMBER 26, 1985

TO WHOM IT MAY CONCERN:

Amount

\$20,229.28

Sale was called as scheduled November 21, 1985. Because there were NO BIDDERS, counsel for Plaintiff (First Eastern Bank) invoked Rule 3171 (Pa. Rules of Court) and withdrew the property for sale and deemed it to be ABANDONED.

For further information call the undersigned.

☐ Applied to Real Estate Execution Number: 

  
A. J. Zale, Chief Deputy, for  
(Sheriff or representative)

Victor B. Vandling, Sheriff  
Columbia Co.

(County)



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
**BUREAU OF ACCOUNTS SETTLEMENT**  
P. O. BOX ~~2036~~ 8901  
HARRISBURG, PA 17105

**RECEIPT  
OF  
PRIORITY CLAIM**

The Priority Claim of the Commonwealth of Pennsylvania against the following has been received on (date) \_\_\_\_\_

**November 19, 1985**

Claimant:

**Emmer Manufacturing Corp.**

Claimant is Trading as:

Amount

**~~\$20,229.28~~**



**Applied to Real Estate Execution Number:**



**100**

\_\_\_\_\_  
(Sheriff or representative)

\_\_\_\_\_  
(County)



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105-8901

Page 1 of 2 pages

# **PRIORITY CLAIM FOR SHERIFFS SALE**

**Please Print or Type**

EXECUTION NUMBER

DATE OF SALE

11-21-85

AMOUNT

\$20,229.28

November 19, 1985

Mr. Victor B. Vandling  
Sheriff of Columbia County  
Sheriff's Office  
Bloomsburg, PA 17815

BOX NUMBER

8313-560

EIN

LICENSE NUMBER

SOCIAL SECURITY NUMBER

DEFENDANT Emenee Manufacturing Corp.

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

☐ Sales and Use Tax or

☐ Pennsylvania Personal Income Tax

The Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, **et seq**). Tax liens were filed with the Prothonotary of Columbia County.

☒ Corporation Taxes

The Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

## STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	PERIOD	AMOUNT OR BALANCE
CS - Est.	06-30-80	06-30-80	\$ 201.23
CS - Est.	06-30-81	05-15-81	2,277.95
CS	10-02-85	06-30-81	186.10
CS - Est.	10-02-85	06-30-81	419.00
CS - Est.	10-02-85	06-30-82	3,225.00
CS - Est.	10-02-85	06-30-83	3,225.00
CS - Est.	10-02-85	06-30-84	3,225.00
CS - Est.	10-02-85	10-10-85	845.00
Loans - Est.	06-30-81	06-30-81	1,000.00
Loans - Est.	10-02-85	06-30-82	44.00
Loans - Est.	10-02-85	06-30-83	44.00
Loans - Est.	10-02-85	06-30-84	44.00
Loans - Est.	10-02-85	10-10-85	40.00



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105-8901

Page 2 of 2 pages  
**PRIORITY CLAIM  
FOR  
SHERIFFS SALE**  
Please Print or Type

EXECUTION NUMBER	
DATE OF SALE	11-21-85
AMOUNT	\$20,229.28

November 19, 1985

Mr. Victor B. Vandling  
Sheriff of Columbia County  
Sheriff's Office  
Bloomsburg, PA 17815

BOX NUMBER	8313-560
EIN	
LICENSE NUMBER	
SOCIAL SECURITY NUMBER	

DEFENDANT Emenee Manufacturing Corp.

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

☐ Sales and Use Tax or

☐ Pennsylvania Personal Income Tax

The Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, **et seq.**) Tax liens were filed with the Prothonotary of Columbia County.

☒ Corporation Taxes

The Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

**STATEMENT OF ACCOUNT**

TYPE OF TAX	SETTLEMENT OR LIEN DATE	PERIOD	AMOUNT OR BALANCE
CNI - Est.	06-30-81	06-30-81	\$5,000.00
CNI - Est.	10-02-85	06-30-82	116.00
CNI - Est.	10-02-85	83	116.00
CNI - Est.	10-02-85	84	116.00
CNI - Est.	10-02-85	85	105.00

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS my hand and the seal of the Department of

Revenue this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

DIRECTOR, BUREAU OF COMPLIANCE

SECRETARY OF REVENUE

James I. Scheiner



*Exec # 46-1985*

FIRST EASTERN BANK, N.A.,

Plaintiff

vs.

EMENEE MANUFACTURING CORP.,

Defendant

\* IN THE COURT OF COMMON PLEAS

\* OF COLUMBIA COUNTY

\* CIVIL DIVISION

\* MORTGAGE FORECLOSURE

\* NO. 942 - CIVIL - TERM 1984

\*\*\*\*\*

WRIT OF REAL PROPERTY EXECUTION  
WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 to 3183 AND RULE 3257

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF COLUMBIA

:

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

SEE ATTACHED DESCRIPTION WHICH IS ATTACHED AS EXHIBIT "A"

Parcel Number 09-02-100 Map 2, Parcel 100 IMPROVED with a commercial building which has the address of:

Second and Pine Streets  
Catawissa, Columbia County, Pennsylvania 17801

Amount due principal - \$115,710.98

Interest (to 8/20/84)

Costs (to be determined).

PROTHONOTARY COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

Dated: 8-15-85

BY: *Heleen K. Lunn*

DEPUTY



ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard F. and Dorothy Haines, south 29 degrees 57 minutes west, 71.40 feet to a point; thence running along lands of said Haines, south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way, south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967. The width of Pine St. and Second St. are 50 feet each, and the width of Railroad St. is 20 ft.

BEING known as premises situate northwest corner of Second and Pine Streets, Catawissa, Pennsylvania. Whereupon are erected three substantial buildings.

EXHIBIT "A"

FIRST EASTERN BANK, N.A.,  
Plaintiff

vs.

EMENEE MANUFACTURING CORP.,  
Defendant

\* IN THE COURT OF COMMON PLEAS  
\* OF COLUMBIA COUNTY  
\* CIVIL DIVISION  
\* MORTGAGE FORECLOSURE  
\* NO. 942 - CIVIL - TERM 1984

\*\*\*\*\*

NOTICE PURSUANT TO P.R.C.P. 3129 (B) (2) and 3129 (c)

TO: DEFENDANTS IN THE ACTION ABOVE CAPTIONED AND/OR OWNERS OR  
REPUTED OWNERS OF THE REAL ESTATE HEREINAFTER DESCRIBED, AND ALL  
OTHER PARTIES IN INTEREST AND CLAIMANTS:

YOU ARE HEREBY NOTIFIED, THAT BY VIRTUE OF THE WRIT OF  
EXECUTION ABOVE SET FORTH, ISSUED OUT OF THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, THE SAID SHERIFF WILL  
EXPOSE TO PUBLIC SALE AT THE COLUMBIA COUNTY COURTHOUSE, LOCATED  
IN BLOOMSBURG, PENNSYLVANIA, ON THE 10<sup>th</sup> DAY OF *October*,  
1985, at 10 O'CLOCK, *A*.M., IN THE FORENOON OF THE SAID DAY, ALL  
YOUR RIGHT, TITLE AND INTEREST IN AND TO ALL THAT CERTAIN PIECE  
OR PARCEL OF LAND SITUATE AT SECOND AND PINE STREETS, CATAWISSA,  
COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, BOUNDED AND

DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A"

IMPROVED WITH COMMERCIAL BUILDING PARCEL NO. 08-02-100  
Map 2, Parcel 100.

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 HEREBY REQUIRED, FILE THE SAID  
SCHEDULE OF DISTRIBUTION NOT 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.

NOGI, O'MALLEY, HARRIS & SCHNEIDER, P.C.

BY:

  
MYLES R. WREN, ESQUIRE  
Attorney for Plaintiff

345 Wyoming Avenue  
Scranton, PA 18503  
PHONE: (717) 348-3711

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard F. and Dorothy Haines, south 29 degrees 57 minutes west, 71.40 feet to a point; thence running along lands of said Haines, south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way, south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967. The width of Pine St. and Second St. are 50 feet each, and the width of Railroad St. is 20 ft.

BEING known as premises situate northwest corner of Second and Pine Streets, Catawissa, Pennsylvania. Whereupon are erected three substantial buildings.

EXHIBIT "A"

FIRST EASTERN BANK, N.A.,	* IN THE COURT OF COMMON PLEAS
Plaintiff	* OF COLUMBIA COUNTY
vs.	* CIVIL DIVISION
EMENEE MANUFACTURING CORP.,	* MORTGAGE FORECLOSURE
Defendant	* NO. 942 - CIVIL - TERM 1984
*****	

NOTICE

By virtue of a Writ of Execution No. *46* of ~~1984~~, *1985* issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in ~~Columbia County Courthouse~~, *Columbia County Courthouse*, Bloomsburg, Pennsylvania, on ~~October 10~~, *October 10*, 1985 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:

SEE EXHIBIT "A"

IMPROVED with a commercial building which has the address of Second and Pine Streets, Catawissa, County of Columbia and State of Pennsylvania, with the Parcel No. 08-02-100, Map 2, Parcel 100.

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 hereby required, file the said Schedule of Distribution not 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 First Eastern Bank, N.A., Plaintiff, vs. Emenee Manufacturing Corp., Defendant.

SAID PREMISES WILL BE SOLD BY: *Victor B Vandenberg*  
Sheriff of Columbia County

NOGI, O'MALLEY, HARRIS & SCHNEIDER, P.C.

BY: *[Signature]*  
MYLES R. WREN, ESQUIRE  
Attorney for Plaintiff

345 Wyoming Avenue  
Scranton, PA 18503  
PHONE: (717) 348-3711

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard F. and Dorothy Haines, south 29 degrees 57 minutes west, 71.40 feet to a point; thence running along lands of said Haines, south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way, south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967. The width of Pine St. and Second St. are 50 feet each, and the width of Railroad St. is 20 ft.

BEING known as premises situate northwest corner of Second and Pine Streets, Catawissa, Pennsylvania. Whereupon are erected three substantial buildings.

EXHIBIT "A"

FIRST EASTERN BANK, N.A.,

Plaintiff

vs.

EMENEE MANUFACTURING CORP.,

Defendant

\* IN THE COURT OF COMMON PLEAS

\* OF COLUMBIA COUNTY

\* CIVIL DIVISION

\* MORTGAGE FORECLOSURE

\* NO. 942 - CIVIL - TERM 1984

\*\*\*\*\*


AFFIDAVIT PURSUANT TO P.R.C.P. 3129(a)

COMMONWEALTH OF PENNSYLVANIA

:  
: SS.  
:

COUNTY OF LACKAWANNA

Myles R. Wren, Attorney being duly sworn according to law, deposes and says that he is Attorney for First Eastern Bank, N.A., Plaintiff, and, as such, is authorized to make this affidavit on its behalf; that to the best of his knowledge, information and belief, the name and last known address of the Defendant, who is also the owners of the premises upon which execution and sheriff sale is sought, is Second and Pine Streets, Catawissa, Columbia County, Pennsylvania 17801.

  
\_\_\_\_\_  
MYLES R. WREN

Sworn to and subscribed

before me this 14th day of August, 1985.

  
\_\_\_\_\_  
NOTARY PUBLIC

Drue M. Port, NOTARY PUBLIC  
Scranton, Lackawanna County Pa  
My Commission Expires Nov. 21, 1985



FIRST EASTERN BANK, N.A.,

Plaintiff

vs.

EMENEE MANUFACTURING CORP.,

Defendant

\* IN THE COURT OF COMMON PLEAS

\* OF COLUMBIA COUNTY

\* CIVIL DIVISION

\* MORTGAGE FORECLOSURE

\* NO. 942 - CIVIL - TERM 1984

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Sworn to and subscribed

before me this 14th day of

August, 1985.

  
NOTARY PUBLIC

Drue M. Port, NOTARY PUBLIC

Scranton, Lackawanna County Pa

My Commission Expires Nov. 21, 1985

FIRST EASTERN BANK, N.A.,                   \* IN THE COURT OF COMMON PLEAS  
                                  Plaintiff                   \*     OF COLUMBIA COUNTY  
vs.                                   \*     CIVIL DIVISION  
EMENEE MANUFACTURING CORP.,           \*     MORTGAGE FORECLOSURE  
                                  Defendant               \* NO. 942 - CIVIL - TERM 1984


\*\*\*\*\*

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

STATE OF PENNSYLVANIA               :  
                                      :   SS.  
COUNTY OF LACKAWANNA               :

Myles R. Wren, being duly sworn according to law, deposes and says that he did, upon request of First Eastern Bank, N.A., investigate the status of Defendants with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally by himself and your affiant avers that the Defendant is not now, nor was it within a period of three months last, in the military or navel service of the United States within the purview of the aforesaid Soldiers' and Sailors'

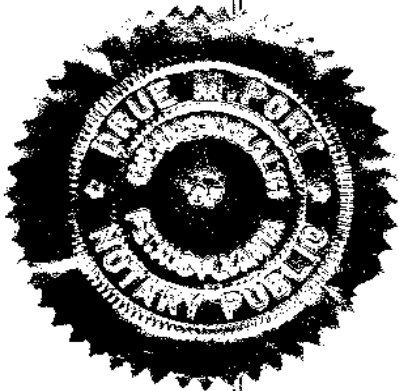
Civil Relief Act of 1940.

  
\_\_\_\_\_  
MYLES R. WREN  
Attorney for the Plaintiff

Sworn to and subscribed  
before me this 14<sup>th</sup> day of  
August, 1985.

  
\_\_\_\_\_  
Notary Public

Duane M. Port, NOTARY PUBLIC  
Scranton, Lackawanna County Pa  
My Commission Expires Nov. 21, 1985



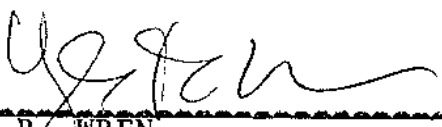
FIRST EASTERN BANK, N.A.,                   \* IN THE COURT OF COMMON PLEAS  
  Plaintiff                   \*     OF COLUMBIA COUNTY  
vs.   \*     CIVIL DIVISION  
EMENEE MANUFACTURING CORP.,           \*     MORTGAGE FORECLOSURE  
  Defendant                 \* NO. 942 - CIVIL - TERM 1984  
\*\*\*\*\*

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

STATE OF PENNSYLVANIA                   :  
  :     SS.  
COUNTY OF LACKAWANNA                 :

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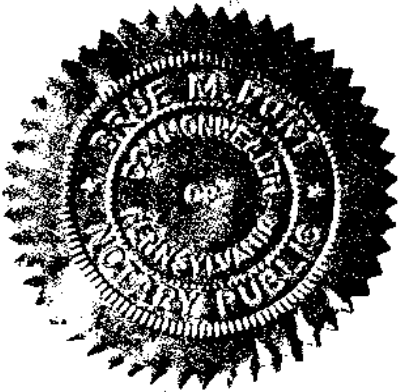
Civil Relief Act of 1940.

  
\_\_\_\_\_  
MYLES R. WREN  
Attorney for the Plaintiff

Sworn to and subscribed  
before me this 14<sup>th</sup> day of  
August, 1985.

  
\_\_\_\_\_  
Notary Public

Drue M. Port, NOTARY PUBLIC  
Scranton, Lackawanna County Pa  
My Commission Expires Nov. 21, 1985



STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, Pa. of Pennsylvania, and was established on the 1st day of March, 1885 daily (except Sundays and Legal Holidays) continuously in said Territory to the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared in the Press-Enterprise on September 18, 25, October 2, 1985 exactly as printed and published; that the affiant is one of the owners of the Press-Enterprise newspaper in which legal advertisement or notice was published; that all of the allegations in the foregoing statement as to time of publication are true.

Sworn and subscribed to before me this 3rd day of Oct.

Victor Vandling, Sheriff

Emenee Mfg Corp Sale

\$190.16

SHERIFF'S SALE

By virtue of Writ of Execution No. 46 of 1985 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on:

Thurs., Oct 10, 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, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a drill hole in concrete walk at the Northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running North 29 degrees 57 minutes East and 25.00 feet distant on a course running North 59 degrees 58 minutes West from a brass pin at the centerline intersection of Pine and Second Street; thence running along the Northerly right-of-way of Pine Street, North 59 degrees 58 minutes West, 210.50 feet to a nail in the macadam walk on the Easterly right-of-way of Railroad Street; thence running along the Easterly right-of-way of Railroad Street, North 30 degrees 15 minutes East, to a drill hole in the walk on the right-of-way of Railroad Street; thence along the Southwesterly right-of-way of a alley, South 59 degrees 58 minutes East to an iron pin at the Northwest corner of James R. and Miller; thence along lands of James R. and Miller and lands of James R. and Dorothy Miller, North 29 degrees 57 minutes West, 71.40 feet to a point; thence along lands of James R. and Dorothy Miller, South 59 degrees 58 minutes East, to an iron pin at the West corner of the premises; 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 First Eastern Bank, N.A., Plaintiff, vs. Emenee Manufacturing Corp., Defendant.

Said premises will be sold by:

Nogi, O'Malley  
Harris, Schneider, P.C.  
Victor B. Vandling  
Sheriff

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STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley  
and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, Pa. of Pennsylvania, and was established on the 1st day of March, 19... daily (except Sundays and Legal Holidays) continuously in said Territory from the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared in the Press-Enterprise on September 18, 25, October 2, 1985 exactly as printed and published; that the affiant is one of the owners of the Press-Enterprise newspaper in which legal advertisement or notice was published; that all of the allegations in the foregoing statement as to time of publication are true.

Sworn and subscribed to before me this 3rd day of October, 1985

My Cor  
MATTHEW J.  
SLOMERS  
MY COMMISSION  
Member, Pennsylvania

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

**SHERIFF'S SALE**  
By virtue of Writ of Execution No. 46 of 1985 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on:

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averture 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 First Eastern Bank, N.A., Plaintiff, vs. Emenee Manufacturing Corp., Defendant.

Said premises will be sold by:

Negi, O'Malley  
Harris, Schneider, P.C.  
Victor B. Vandling  
Sheriff

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
P. O. BOX 8901  
HARRISBURG, PA 17105

PROOF  
OF  
CLAIM FOR SHERIFF'S SALE  
(CORP. TAX)

No. \_\_\_\_\_

Term 19 \_\_\_\_\_

Mr. Victor B. Vandling  
Sheriff of Columbia County  
Sheriff's Office  
Bloomsburg, PA 17815

Corporation

Emenee Manufacturing Company  
8313-560

The Bureau of Accounts Settlement has received notification of a sale of the franchise and property of the above mentioned corporation, to be held on the 10th day of October, 1985. In accordance with the provisions of Section 1402 of the Fiscal Code, Act of 1929, P.L. 343, as amended, this notice is to advise you that the above owes to the Commonwealth of Pennsylvania taxes, penalties, and bonuses in the amount of \$ 18,549.22. The Department of Revenue requests a preference in the distribution of sale proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, Act of 1929, P.L. 343, as amended). Provided below is a statement of account.

<u>DATE SETTLED</u>	<u>KIND OF TAX</u>	<u>FOR THE YEAR OR PERIOD ENDED</u>	<u>AMOUNT OR BALANCE</u>
06-30-81	Capital Stock	06-30-80	201.23
06-30-81	Capital Stock	05-15-81 Est.	2,277.95
06-30-81	Capital Stock	06-31-81 Pen.	186.10
10-02-85	Capital Stock	06-30-81 Est.	381.00
10-02-85	Capital Stock	06-30-81 Pen.	38.00
10-02-85	Capital Stock	06-30-82 Est.	3,024.00
10-02-85	Capital Stock	06-30-82 Pen.	201.00
10-02-85	Capital Stock	06-30-83 Est.	3,024.00
10-02-85	Capital Stock	06-30-83 Pen.	201.00
10-02-85	Capital Stock	06-30-84 Est.	3,024.00
10-02-85	Capital Stock	06-30-84 Pen.	201.00
10-02-85	Capital Stock	10-10-85 Est.	845.00
06-30-81	Loans	05-15-81	1,000.00
10-02-85	Loans	06-30-82 Est.	40.00
10-02-85	Loans	06-30-83 Est.	4.00





COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
P. O. BOX 8901  
HARRISBURG, PA 17105

PROOF  
OF  
CLAIM FOR SHERIFF'S SALE  
(CORP. TAX)

No. \_\_\_\_\_

Term 19 \_\_\_\_\_

Page 2

## Corporation

Emenee Manufacturing Company  
8313-560

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<u>DATE SETTLED</u>	<u>KIND OF TAX</u>	<u>FOR THE YEAR OR PERIOD ENDED</u>	<u>AMOUNT OR BALANCE</u>
10-02-85	Loans	06-30-83 Est.	40.00
10-02-85	Loans	06-30-85 Est.	4.00
10-02-85	Loans	06-30-84 Est.	40.00
10-02-85	Loans	06-30-84 Est.	4.00
10-02-85	Loans	10-10-85 Est.	40.00
06-30-81	CNI	05-05-81	5,000.00
10-02-85	CNI	06-30-82 Est.	105.00
10-02-85	CNI	06-30-82 Pen.	11.00
10-02-85	CNI	06-30-83 Est.	105.00
10-02-85	CNI	06-30-83 Pen.	11.00
10-02-85	CNI	06-30-84 Est.	105.00
10-02-85	CNI	06-30-84 Est.	11.00
10-02-85	CNI	10-10-85 Est.	105.00
DEBIT			20,229.28
CREDIT			1,680.06
TOTAL			18,549.22

I certify that the above statement of account is a true and correct statement of all taxes, penalties, and bonuses owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity.

Witness my hand and the seal of the Department of Revenue this 7th day of October, 19 85.

(DIRECTOR, BUREAU OF ACCOUNTS SETTLEMENT)  
James I. Scheiner

(SECRETARY OF REVENUE)



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
P. O. BOX 2055  
HARRISBURG, PA 17105

**NOTICE OF LIEN  
FOR  
SHERIFFS SALE**

Mr. Victor B. Vandling  
Sheriff of Columbia County  
Sheriff's Office  
Bloomsburg, PA 17815

Corporation or Individual <b>Emenee Manufacturing Company</b>	Federal EIN (if applicable) <b>13-5662741</b>
Address <b>1411 Broadway Room 3102</b>	Social Security Number (if applicable)
<b>New York, NY 10018</b>	Execution Number
Corporation is Trading as:	Amount: <b>\$47,792.50</b>

**This notice is to advise you that the above owes the Commonwealth of Pennsylvania:**

☐ Sales and Use Tax

☒ Pennsylvania Personal Income Tax

The amount indicated above represents taxes, interest, penalties and lien costs, and is based on Tax Liens filed with the Prothonotary of  
**Columbia** County at: **Bloomsburg**

The Department of Revenue requests priority (in accordance with the provisions of the Tax Reform Code, March 4, 1971) in the distribution of any judicial sale proceeds. Enclosed is a receipt of proof of claim (one original and a copy). Please sign and return the copy to this office. The original is for your files. Any questions can be directed to (717) 783-1067.

**STATEMENT OF ACCOUNT**

A-23546	Pay period ending: 09-15-78	Amt.: \$279.12
A-31247	Pay period ending: 10-15-78	Amt.: \$301.07
D-08386	Pay period ending: 12-31-80	Amt.: \$27,700.11
R-00002	Pay period ending: 02-15-80	Amt.: \$3,631.51
R-00049	Pay period ending: 04-15-80	Amt.: \$1,385.10
R-00422	Pay period ending: 05-31-80	Amt.: \$1,493.44
R-01170	Pay period ending: 04-30-80	Amt.: \$943.99
R-02552	Pay period ending: 10-31-80	Amt.: \$1,496.89
R-02790	Pay period ending: 08-15-80	Amt.: \$1,999.61
R-02791	Pay period ending: 09-15-80	Amt.: \$1,470.43
R-02792	Pay period ending: 10-15-80	Amt.: \$1,252.07
R-02793	Pay period ending: 11-30-80	Amt.: \$1,549.63
R-02794	Pay period ending: 11-15-80	Amt.: \$1,306.01
R-03231	Pay period ending: 09-30-80	Amt.: \$1,579.05
R-03232	Pay period ending: 08-31-80	Amt.: \$1,404.47

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Small Business Administration  
Philadelphia District Office  
One Bala Cynwyd Plaza  
231 St. Asaphs Road  
Bala Cynwyd, Pennsylvania 19004

B 11035 [PA]

JAMES D. SERVEDIC  
215 671-5855

TEE

MODIFYING 3302 STAY TO PERMIT FORECLOSURE  
OF LIEN UPON PROPERTY OF THE DEBTOR

UPON the annexed application of Albert Togut, the Chapter 7 Trustee ("Trustee") of the estate of Emenee Manufacturing Corp. (the "Debtor"), and the annexed Stipulation between the Trustee and the United States of America, on behalf of its agency, The Small Business Administration ("SBA"); and the relief prayed for appearing reasonable and proper, sufficient cause appearing therefor, and no further notice thereof being required, it is

ORDERED, that the annexed Stipulation between the Trustee and the SBA whereby the parties thereto agree that relief pursuant to §§362 and 363(e) of the Bankruptcy Code be afforded to the SBA be, and it hereby is, approved in all respects; and it is further

ORDERED, ADJUDGED AND DECREED that the stay afforded by §362(a) of the Bankruptcy Code be, and it hereby is,

modified to permit the SBA to foreclose its security interest in and to the Debtor's personalty and realty owned by the Debtor located in its building in Catawissa, Pennsylvania (collectively, the "Assets"), pursuant to the Stipulation; and it is further

ORDERED, that the Trustee be, and he hereby is, authorized and directed to turnover to the SBA the Debtor's Assets to allow the SBA to foreclose its security interest in connection therewith.

DATED: New York, New York  
November 10, 1983

Isi Prudence Abram  
BANKRUPTCY JUDGE

# CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary

P. O. Box 44

Catawissa, PA 17820

September 9, 1985

Victor B. Vandling, Sheriff  
Court House  
Main Street  
Catawissa, Pa. 17820

Attn: Al Zale

Dear Al:

In reference to outstanding utility bill for the former Emence building,  
please find list below:

Electric bills	\$6,093.30
Sewer bills	707.85
Water bills	<u>2,180.38</u>
Total	\$8981.53

If you need any further information please let me know.

Sincerely,



Peggy Long  
Secretary

LAW OFFICES  
O'MALLEY, HARRIS & SCHNEIDER, P.C.  
345 WYOMING AVENUE  
SCRANTON, PENNSYLVANIA 18503

(717) 348-3711

MYLES R. WREN  
ALSO IN NY BAR

COURTHOUSE SQUARE TOWERS  
NORTH RIVER STREET  
WILKES-BARRE, PENNSYLVANIA 18702  
(717) 829-3232  
812 MONROE STREET  
STROUDSBURG, PENNSYLVANIA 18360  
(717) 421-2252

OCTOBER 9, 1985

CERTIFIED MAIL

COLUMBIA COUNTY TAX CLAIM  
COLUMBIA COUNTY COURTHOUSE  
MAIN STREET  
BLOOMSBURG, PENNSYLVANIA 17815

RE: FIRST EASTERN BANK, N.A.  
VS: EMENEE MANUFACTURING CORP.  
OUR FILE NO. 2168-10392.

DEAR SIRs:

PLEASE BE ADVISED THAT THE FIRST EASTERN BANK, N.A., HAS FILED A MORTGAGE AGAINST EMENEE MANUFACTURING CORP. THAT MORTGAGE IS IN DEFAULT AND HAS BEEN REDUCED TO A MORTGAGE FORECLOSURE. WE ARE IN THE PROCESS OF FORECLOSING ON THAT MORTGAGE AND THE PROPERTY, SUBJECT TO THAT MORTGAGE, WHICH IS LOCATED AT BOROUGH OF CATAWISSA, COLUMBIA COUNTY, PA., IS NOW LISTED FOR JUDICIAL SHERIFF'S SALE. THE SALE IS SCHEDULED FOR THE 21ST DAY OF NOVEMBER, 1985. THE SALE DATE MAY BE CONTINUED FOR AN APPROXIMATE THIRTY (30) DAY PERIOD WITHOUT ADDITIONAL NOTICE TO CREDITORS.

PLEASE BE ADVISED THAT IN REVIEWING THE RECORDS WE HAVE FOUND THAT DELINQUENT REAL ESTATE TAXES EXIST FOR THE YEARS 1980 THROUGH 1984, IN THE AMOUNT OF \$38,812.16. IF YOU WISH TO PROTECT YOUR POSITION, YOU SHOULD BE IN ATTENDANCE AT THE COLUMBIA COUNTY SHERIFF'S OFFICE BEFORE 9:30 A.M., ON THE DATE ABOVE SET FOR SALE. IF YOU DO NOT ATTEND YOUR POSITION WILL BE SUBJECT TO DIVESTMENT BY VIRTUE OF THE MORTGAGE FORECLOSURE.

SINCERELY,

O'MALLEY, HARRIS & SCHNEIDER, P.C.

  
MYLES R. WREN, ESQUIRE

MRW/AJ

RETURN RECEIPT REQUESTED

LAW OFFICES  
O'MALLEY, HARRIS & SCHNEIDER, P.C.  
345 WYOMING AVENUE  
SCRANTON, PENNSYLVANIA 18503

(717) 348-3711

MYLES R. WREN  
ALSO IN NY BAR

OCTOBER 2, 1985

COURTHOUSE SQUARE TOWERS  
NORTH RIVER STREET  
WILKES-BARRE, PENNSYLVANIA 18702  
(717) 829-3232  
812 MONROE STREET  
STROUDSBURG, PENNSYLVANIA 18360  
(717) 421-2252

SHERIFF'S OFFICE OF COLUMBIA COUNTY  
COLUMBIA COUNTY COURTHOUSE  
BLOOMSBURG, PENNSYLVANIA 17815

ATTN: MR. ZALE

RE: FIRST EASTERN BANK, N.A.  
VS: EMENEE MANUFACTURING CORP.  
No. 942-CIVIL-TERM 1984  
EXECUTION No. 46 - 1985  
OUR FILE No. 2168-10392

DEAR MR. ZALE:

PURSUANT TO YOUR INSTRUCTIONS TO MY SECRETARY, ENCLOSED  
PLEASE FIND THE NOTICE OF CONTINUANCE OF SALE.

THANKING YOU IN ADVANCE FOR YOUR COOPERATION IN THIS  
MATTER.

SINCERELY,

O'MALLEY, HARRIS & SCHNEIDER, P.C.

MYLES R. WREN, ESQUIRE

MRW/AJ

ENCLOSURE

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF : OF COLUMBIA COUNTY  
VS. : CIVIL DIVISION  
EMENEE MANUFACTURING : MORTGAGE FORECLOSURE  
CORP., : EXECUTION NO. 46 - 1985  
DEFENDANT : NO. 942 - CIVIL - TERM 1984

NOTICE OF CONTINUANCE OF SALE

AND NOW COMES, PLAINTIFF, FIRST EASTERN BANK, N.A.,  
BY THEIR ATTORNEY, MYLES R. WREN, ESQUIRE, AND PURSUANT TO  
PENNSYLVANIA RULES OF CIVIL PROCEDURE 3129(D), DIRECTS THE  
SHERIFF TO ADJOURN AND CONTINUE THE ABOVE CAPTIONED SALE  
SCHEDULED FOR THURSDAY, OCTOBER 10, 1985, TO THE DAY CERTAIN  
OF THURSDAY, NOVEMBER 21, 1985 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 OCTOBER 10, 1985.

RESPECTFULLY SUBMITTED,  
O'MALLEY, HARRIS & SCHNEIDER, P.C.

NYLES R. WREN, ESQUIRE

345 WYOMING AVENUE  
SRANTON, PENNSYLVANIA 18503  
(717) 348-3711



5-19 P-E, Legal Ads, Wed., Sept. 18, 25 &amp; Oct. 2, 1985. Affidavit requested.

9-4 Mae Hollingshead, Tax Collector.

4-1 Peggy Long, Sec., Catawissa Borough (Municipal Statement)

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 46 OF 1985 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA ON

THURSDAY, OCTOBER 10, 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, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard F. and Dorothy Haines, south 29 degrees 57 minutes west, 71.40 feet to a point; thence running along lands of said Haines, south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way, south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967. The width of Pine St. and Second St. are 50 feet each, and the width of Railroad St. is 20 ft.

BEING known as premises situate northwest corner of Second and Pine Streets, Catawissa, Pennsylvania. Whereupon are erected three substantial buildings.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on October 15, 1985 file a Schedule of Distribution in his office where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of First Eastern Bank, N.A., Plaintiff, vs. Emenee Manufacturing Corp., Defendant.

SAID PREMISES WILL BE SOLD BY:

VICTOR B. VANDLING, Sheriff

NOGI, O'MALLEY, HARRIS &amp; SCHNEIDER, P.C.



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

First Eastern Bank N. A.

-vs-

Emenee Mfg. Corp.

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 46 of 1985 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Sept. 9 th 1985 at 2:20 P.M. POSTED A COPY OF THE  
SHERIFF'S SALE BILL ON THE PROPERTY OF Emenee Mfg. Corp.  
2 nd & Pine St., Catawissa  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF Delbert Doty

SO ANSWERS:

*Delbert Doty*  
Delbert Doty  
DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

11 th DAY OF Sept. 1985

TAMI B. KLINE, PROTHONOTARY  
COLUMBIA COUNTY, PENNSYLVANIA

VICTOR B. VANDLING  
SHERIFF, COL. CO



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

First Eastern Bank, N.A.

-VS-

Emenee Mfg. Corp.

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

NO. 46 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON 21 st, August, 1985 AT 2:25 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 Emenee Mfg. Corp., 2nd & Pine St., Catawissa, PA., Col. Co.  
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 22nd day of August, 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

First Eastern Bank, N.A.  
vs  
Emenee Manufacturing Corp.

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 46 - 1985 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON EMENEE MFG. CORP.

On 28 August 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 EMENEE MANUFACTURING CORP., 2nd & Pine Streets,  
Catawissa, Pa. by Certified Mail, Return Receipt Requested No.  
P 307 194 006. U. S. Postal Authorities returned same to this  
department indicating defendant ~~Moved, left no address / No such number /~~  
~~Moved, not forwardable / Address unknown.~~ Returned Certified Mail No.  
P 307 194 006 is attached.

So Answers:

A. J. Zale  
Chief Deputy Sheriff

for:

Victor B Vandling  
Victor B. Vandling  
Sheriff of Columbia Co.

Sworn and subscribed before me this  
5th day of September 1985.

Tami R. Kline  
Prothonotary, Columbia County, Pa.



# LIST OF LIENS

## VERSUS

Emenee Manufacturing Corp.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania

Dept. of Labor & Industry

versus

Emenee Manufacturing Corp.

No. 210 of Term, 1981

Real Debt ||\$ 10,475.18

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien February 18, 1981

Nature of Lien Unemployment Comp. Tax

Commonwealth of Pennsylvania

Dept. of Labor & Industry

versus

Emenee Manufacturing Corp.

No. 338 of Term, 1981

Real Debt ||\$ 13,210.44

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien March 13, 1981

Nature of Lien Unemployment Comp. Tax

U.S.A.

versus

Emenee Manufacturing Co.

No. 620 of Term, 1981

Real Debt ||\$ 39,468.39

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien April 23, 1981

Nature of Lien Default Judgment

Borough of Catawissa

versus

Emenee Manufacturing Corp.

No. 243 of Term, 1981

Real Debt ||\$ 2340.17

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien November 25, 1981

Nature of Lien Municipal Lien

American Paper & Supply Inc.

versus

Emenee Manufacturing Co.

No. 244 of Term, 1981

Real Debt ||\$ 4751.87

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien May 13, 1981

Nature of Lien Default Judgment

# LIST OF LIENS

## VERSUS

Emenee Manufacturing Corp.

Court of Common Pleas of Columbia County, Pennsylvania.

Borough of Catawissa

versus

Emenee Manufacturing Corp.

No. 246 of Term, 1981  
Real Debt ||\$ 3,871.39  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien December 16, 1981  
Nature of Lien Sewer Claim

First Eastern Bank, N.A.

versus

Emenee Manufacturing Co.

No. 942 of Term, 1984  
Real Debt ||\$ 115,710.98  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien October 26, 1984  
Nature of Lien

Unemployment Compensation Fund

versus

Emenee Manufacturing Co.

No. 484 of Term, 1985  
Real Debt ||\$ 15,827.97  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien April 25, 1985  
Nature of Lien Suggestion of Non Payment

versus

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

versus

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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Bershine~~, 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  
EMENEE MANUFACTURING CORP.

and find as follows:

SEE PHOTOSTATIC COPIES ATTACHED.

Fee \$5.00  
.....

In testimony whereof I have set my hand and  
seal of office this 7th day of October  
A.D., 19 85

*Beverly J. Michael*.....RECORDER



# MORTGAGE

(Direct)

This mortgage made and entered into this 8th day of January 1973, by and between Emenee Mfg. Corp.

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at One Decker Square, Bala Cynwyd, Pa. 19004

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia State of Pennsylvania

All that certain piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard E. and Dorothy Haines, south 29 degrees 57 minutes west 71.40 feet to a point; thence running along lands of said Haines south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967.

BEING the same property conveyed to the Mortgagee by Leslie-Riverview Realty Corp by Deed dated July 24, 1967, of record in Book No. 236, Page 663, Recorder of Deeds Office Pennsylvania.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated in the principal sum of \$ 125,800.00, signed by Grace Eagle, President in behalf of Emenee Mfg. Corp. and Eagle Bros. Inc.

SBA Form 527 (2-73) Previous Editions are Obsolete.

BOOK 164 PAGE 407

See Subordination & grant Mue. bk 61 pg. 472 rec'd 3/6/79

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions.

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

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.


9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2nd & Pine Streets, Catawissa, Pa. 17820 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at One Decker Square, Bala Cynwyd, Pa. 19004.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

(CORPORATE SEAL)

ATTEST  
  
John Samuels

EMENEE MFG. CORP. & EAGLE BROS. INC.

By: Grace Eagle  
GRACE EAGLE, PRESIDENT

Executed and delivered in the presence of the following witnesses:

Heaven Eagle

(Add Appropriate Acknowledgment)

Recorded in the office for the Recording of Deeds &c., in and for Columbia County in Mtge Book No. 164 at page 467 this 16th day of Jan. A.D. 1973 at 1:42 pm Witness my hand and seal of office

John G. Timbrell Recorder  
JAN 30 1973

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

On this, the 8 day of Jan 1973 before me, Mitchell C Holzmann a Notary Public, the undersigned officer personally appeared Grace Eagle, President who acknowledged himself (or herself) to be the President of Emenee Mfg. Corp. a corporation, and that he as such Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (or herself) as President

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

MITCHELL C. HOLZMANN  
Notary Public, State of New York  
No. 31-6951900  
Qualified in New York County  
Commission Expires March 30, 1974

Mitchell C Holzmann  
NOTARY PUBLIC



194  
MORTGAGE

EMENEE MFG. CORP. and  
EAGLE BROS. INC.

TO

SMALL BUSINESS ADMINISTRATION

RECORDING DATA

REC'D BY RECORDER  
COLUMBIA CO. PA.  
TAX \$2  
FEE \$5  
JAN 16 1 42 PM '73

BOOK 164 PAGE 470

RETURN TO:

Name SMALL BUSINESS ADMINISTRATION

LOCAL DIVISION

P.O. BOX 172

Address WILKES-BARRE, PENNA. 18703

U.S. GOVERNMENT PRINTING OFFICE: 1971 O - 414-028

Small Business Administration has increased the loan to the Mortgagors herein from \$125,800.00 to \$150,800.00. This instrument is intended as a supplement to a previous Mortgage dated January 8, 1973, of the Columbia County Recorder of Deeds Office on January 16, 1973, in Mortgage Book 164, Page 467. The total consolidated Mortgage now being \$150,800.00.

SUPPLEMENTAL  
**MORTGAGE**  
(Direct)

DL4494721008WB

This mortgage made and entered into this 75 day of Feb  
1974, by and between Emenee Mfg. Corp..

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 34 South Main Street, Wilkes-Barre, Pennsylvania 18702

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia State of Pennsylvania

All that certain piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard E. and Dorothy Haines, south 29 degrees 57 minutes west 71.40 feet to a point; thence running along lands of said Haines south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way south 29 degrees 57 minutes west, 134.44 feet to the place of beginning. Containing 37,246.63 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E dated July 13, 1967.

BEING the same property conveyed to the Mortgagors \_\_\_\_\_  
of Record in Book \_\_\_\_\_, Page \_\_\_\_\_, Recorded of Deeds Office \_\_\_\_\_  
County, Pennsylvania.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a <sup>modified</sup> ~~promissory~~ note dated Feb 27, 1974  
in the principal sum of \$ 150,800.00, signed by Ferne Gordon-Secretary  
in behalf of Emenee Mfg. Corp. & Grace Eagle-President

Eagle Bros. Inc.  
SBA Form 927 (2-73) Previous Editions are Obsolete.

BOOK 189 PAGE 1091

The Substantive Agency Mac 26 61 pg 413 will 2/6/79

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

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

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2nd. & Pine Streets, Catawissa, Pennsylvania

and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 34 South Main Street, Williams-Barre, Pennsylvania 18702

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

(CORPORATE SEAL)

Attest:

IRNE GORDON  
Ferne Gordon-Secretary

Emenee Mfg. Corp. and Eagle Bros. Inc.

Grace Eagle  
Grace Eagle-President

Executed and delivered in the presence of the following witnesses:

John D. Timbrell

Recorded in the office for the Recording  
of Deeds & c., in and for Columbia County  
in Mtg. Book No. 169 at page 109 this  
1st day of March A.D. 1974 1:47 p.m.

Witness my hand and seal of office  
John D. Timbrell Recorder

(Add Appropriate Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

On this, the 25 day of Feb A.D. 1974 Before me  
A Notary Public, the undersigned officer, personally appeared Grace Eagle, who  
acknowledged herself to be the President of Emenee Mfg. Corp. and Eagle Bros, Inc.,  
a corporation and that she as such officer, being authorized to do so, executed  
the foregoing instrument for the purposes therein contained by signing the name  
of the corporation by herself as President.

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

Mitchell C. Holzmann  
NOTARY PUBLIC

My Commission expires:

MITCHELL C. HOLZMANN  
Notary Public, State of New York  
No. 31-6951900  
Qualified in New York County  
Commission Expires March 30, 1974



MORTGAGE #10

EMENE MFG. CORP.

TO

SMALL BUSINESS ADMINISTRATION

RECORDING DATA

BOOK 189 PAGE 1094

MAN 1 1 47 PM 74

TAX. FEE 2.50  
REC'D BY RECORDER  
COLUMBIA CO. PA.

RETURN TO:

Nat'l S. SMALL BUSINESS ADMINISTRATION

LEGAL DIVISION

P. O. BOX 1368

WILKES-BARRE, PA. 18701

Brue 12-3

U. S. GOVERNMENT PRINTING OFFICE: 1972 O - 473-515



*Please Sign.*

FIRST EASTERN BANK, N.A.

PLAINTIFF

No. 942 - CIVIL Term 1984

V.S.

EMENEE MANUFACTURING CORP.

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

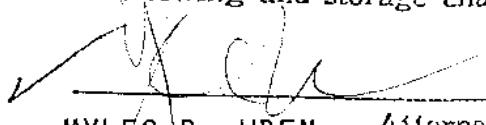
Seize, levy, advertise and sell all the <sup>Real</sup> ~~personal~~ property of the defendant on the premises located at  
SECOND AND PINE STREETS, CATAWISSA, COLUMBIA COUNTY, PENNSYLVANIA 17801

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

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

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

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

  
MYLES R. WREN, Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
HARRISBURG

## NOTICE - SALE OF PROPERTY

To the Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055  
Harrisburg, Pennsylvania 17105

In accordance with the provisions of Section 1402 and 1712 of the Fiscal Code of 1929 (Act of April 19, 1929, P.L. 343), requiring sheriffs, receivers, assignees, masters or other officers having charge of the sale of the property or franchises of corporations, limited partnerships or joint-stock associations, to notify the Secretary of Revenue of such sale and to read at the sale a certificate, to be furnished by him, relative to liens for State taxes, bonus and other public accounts, settlements, providing a fee for said officers, and imposing a penalty for neglect or refusal to perform such duties, the following statement is filed:

FIRST. The name or names of the plaintiff or party at whose instance or upon whose account the sale is made is:

FIRST EASTERN BANK, N.A.

SECOND. The name of the corporation, limited partnership or joint-stock association whose property or franchise is to be sold is:

EMENEE MANUFACTURING CORP.

(CORRECT CORPORATE TITLE)

THIRD. The time and place of sale is:

OCTOBER 10, 1985 @ 10:00 A.M. in The Sheriff's Office, Col. Co. Courthouse,  
Bloomsburg, PA.

FOURTH. The nature of the property to be sold and the location of the same is:

Real Estate (Building) located at 2nd & Pine Sts., Catawissa, PA.

Refer to description of property attached.

FIFTH. Are the franchises included in the advertised description of property to be sold?

n/a

(Signature) A. J. Gale

(Title or official capacity) Chief Deputy

(P.O. Address) Courthouse Building

Col. Co. Sheriff's Dept.  
Bloomsburg, Pennsylvania 17815

Date of notice 4 September 1985

Please attach copy of description as advertised.

*Complied with*

THIS NOTICE MUST BE FILED WITH THE DEPARTMENT OF REVENUE TWENTY (20) DAYS PRIOR TO DATE OF SALE

# Know all Men by these Presents,

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

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a drill hole in concrete walk at the northwest corner of Pine and Second Street, said drill hole being 25.00 feet distant on a course running north 29 degrees 57 minutes east and 25.00 feet distant on a course running north 59 degrees 58 minutes west from a brass pin at the centerline intersection of Pine and Second Street; thence running along the northerly right-of-way of Pine Street, north 59 degrees 58 minutes west, 210.50 feet to a nail in the macadam walk on the easterly right-of-way of Railroad Street; thence running along the easterly right-of-way of Railroad Street, north 30 degrees 05 minutes east, 206.15 feet to a drill hole in concrete walk on the southerly right-of-way of a 20.00 foot alley; thence running along the southerly right-of-way of a 20.00 foot alley, south 59 degrees 53 minutes east 125.00 feet to an iron pin at the northwest corner of lands of James R. and Dorothy Miller; thence running along lands of said Miller and lands of Leonard F. and Dorothy Haines, south 29 degrees 57 minutes west, 71.40 feet to a point; thence running along lands of said Haines, south 59 degrees 53 minutes east, 85.00 feet to an iron pin (old) on the westerly right-of-way of Second Street; thence running along said right-of-way, south 29 degrees 57 minutes west, 134.44 feet to the place of beginning.

CONTAINING 37,246.65 square feet of land in all, as per survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E, dated July 13, 1967. The width of Pine St. and Second St. are 50 feet each, and the width of Railroad St. is 20 ft.

BEING known as premises situate northwest corner of Second and Pine Streets, Catawissa, Pennsylvania. Whereupon are erected three substantial buildings.

In Witness Whereof, I have hereunto affixed my signature this

day of

Anno Domini one

thousand nine hundred and Eighty-Five

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

**Commonwealth of Pennsylvania, ss,**

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

Witness my hand and the seal of said Court, this \_\_\_\_\_ day of  
Anno Domini one thousand nine hundred and Eighty-Five

\_\_\_\_\_  
Prothonotary

Commonwealth of Pennsylvania }  
County of Columbia } ss

RECORDED on this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19\_\_\_\_\_, in the Recorder's office of said County, in Deed Book  
Vol. \_\_\_\_\_, Page \_\_\_\_\_

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

\_\_\_\_\_  
Recorder