



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

# REALTY TRANSFER TAX AFFIDAVIT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

Book Number

Page Number

Date Recorded

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

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

Name John R. Adler, Sheriff of Columbia County Telephone Number: \_\_\_\_\_  
Street Address Court House Building City Bloomsburg State PA Zip Code 17815

## B TRANSFER DATA

Grantor(s) Terry J. Lupini and Karen Grantee(s) Atlantic Financial Federal  
Street Address S. Lupini, his wife Street Address 31 W. Market Street  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ City Wilkes-Barre, State PA Zip Code 18701

## C PROPERTY LOCATION

Street Address 416 N. Third Street  
City Catawissa Township \_\_\_\_\_ Borough \_\_\_\_\_ County Columbia Tax Parcel Number \_\_\_\_\_

## D VALUATION DATA

1. Actual Cash Consideration <u>\$470.84</u>	2. Other Consideration <u>+</u>	3. Total Consideration <u>= 470.84</u>
4. County Assessed Value <u>3160</u>	5. Fair Market Value <u>9460</u>	6. State Realty Transfer Tax Paid <u>None</u>

## E EXEMPTION DATA

1a. Amount of Exemption Claimed \_\_\_\_\_ 1b. Percentage of Interest Conveyed \_\_\_\_\_

### 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession \_\_\_\_\_ (Name of Decedent) (See 61 PA Code 91.42)
- ☐ Transfer to Industrial Development Agencies or from Industrial Development Agencies to Industrial Corporations. (See 61 PA Code 91.49)
- ☐ Transfer to Conservancy. (See Act No. 246 of 1982)
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_  
Tax paid this deed \$ \_\_\_\_\_ (See 61 PA Code 91.53)
- ☐ Transfers to Commonwealth, the United States, and Instrumentalities by gift, condemnation or in lieu of condemnation or dedication. (See 61 PA Code 91.55)
- ☐ Transfer from mortgagor to mortgagee in lieu of foreclosure (other than sheriff sales) Mortgage Book Number \_\_\_\_\_  
Page Number \_\_\_\_\_ (See Act No. 246 of 1982)
- ☐ Divorced. \_\_\_\_\_ (Date of Divorce Decree) \_\_\_\_\_ (Date of Decree of Equitable Distribution) \_\_\_\_\_ (Date of Acknowledgment) (See Act No. 14 of 1981)
- ☒ Statutory Corporate Reorganization, Merger or Liquidation.
- ☒ Other (Please explain exemption claimed, if other than listed above.) Property purchased by PLAINTIFF  
via Sheriff's Sale held 5/29/86 for sum of \$470.84 (taxes & cost),  
including 9.23 poundage.

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

Signature of Correspondent John R. Adler

Date \_\_\_\_\_

(SEE REVERSE)

Know all Men by these Presents,

That I, JOHN R. ADLER, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of Four Hundred Seventy Dollars & Eighty-four Cents dollars to me in hand paid, do hereby grant and convey to Atlantic Financial Federal

ALL that certain tract of land situate in the Borough of  
Catawissa, Columbia County, Pennsylvania, bounded and described  
as follows:

BOUNDED on the West by Third Street; on the North by land of George Long; on the East by an alley, 20 feet wide; and on the South by an alley 10 feet wide.

CONTAINING in front on said Third Street, 50 feet and extending 210 feet in depth.

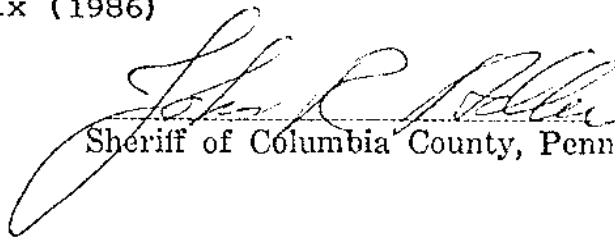
BEING the same premises conveyed by Fred W. Carl and Melvena Carl, his wife, to Terry J. Lupini and Karen S. Lupini, his wife, the Mortgagors herein, by deed dated June 3, 1983 and recorded in the Office of the Recorder in and for Columbia County in Deed Book 318, Page 779, and recorded on June 3, 1983.

IMPROVED with a single family dwelling, which has the address of 416 North Third Street, Catawissa, Columbia County, Pennsylvania.

Also being the same having been sold by me to the said grantee s on the  
Twenty-ninth day of May Anno Domini one  
thousand nine hundred and Eighty-Six (1986), after due advertisement  
according to law, under and by virtue of a writ of Atlantic Financial Federal  
issued on the Twelfth day of  
March Anno Domini one thousand nine hundred and Eighty-Six  
out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as  
of ~~XXXX~~ one thousand nine hundred and eighty-six  
Number 12, at the suit of Atlantic Financial Federal

against Terry J. Lupini and Karen S. Lupini, his wife

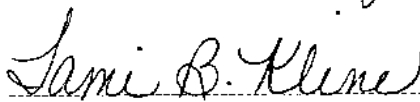
In Witness Whereof, I have hereunto affixed my signature this Ninteenth  
day of June Anno Domini one  
thousand nine hundred and eighty-six (1986)

  
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  
John R. Adler, 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 19th day of  
June Anno Domini one thousand nine hundred and eighty-six.

 Prothonotary

P. C. H. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st. MON. JAN. 1, 1988

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

16pm

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

SHERIFF'S SALE WORKING OUTLINE

	DATE SENT	DATE REC.
* RECEIVE AND TIME STAMP	3-12	
*	3-13	
* DOCKET AND INDEX	✓	
* SET FILE UP	✓	
* CHECK FOR PROPER INFO	✓	
3 WRITS OF EX.	✓	
<del>SERIES OF EXECUTE</del>	✓	
3 COPIES OF DESCRIPTION	✓	
WHEREABOUTS OF DEFENDANTS	✓	
NON-MILITARY AFFIDAVIT	✓	
3 NOTICES OF SHERIFF'S SALE	✓	
WATCHMAN RELEASE FORM	3-24	
* SET SALE DATE AND ADV. DATES (POST ON CALANDER)	✓	
* FILL IN EXECUTION NO'S ON PAPERS	✓	
* SET DISTRIBUTION DATES :	0	
FILE DATE WITHIN WEEK OF SALE	0	
PAY DATE AFTER 10 DAYS OF FILING <sup>post</sup>	✓	
* FILL IN DISTRIBUTION DATES ON SALE NOTICE	✓	
* TYPE UP CARDS FOR PAPERS TO BE SERVED	✓	
* PUT PAPERS TOGETHER WITH CARDS TO BE SERVED	✓	
* SERVE PAPERS	✓	
NOTICE OF WRIT OF EXECUTION	✓	
NOTICE OF SHERIFF'S SALE	✓	
WRIT	✓	

3/24/86

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

\* ONCE SERVED DOCKET SERVICE

\* SEND COPY OF SERVICE TO ATTY.

\* SEND DESCRIPTION TO PRINTER

\* SEND NOTICE TO PRESS FOR PUBLICATION

\* ONCE HANDBILLS ARE RECEIVED SEND COPIES TO:

RECORDER OF DEEDS

TAX OFFICE

PROTH.

ASSESSMENT

POST IN SHERIFF'S OFFICE

\* SEND NOTICES TO LOCAL TAX COLLECTORS AND WATER AUTH.

\* SEND COPIES TO IRS OFFICE PHILA.

\* SEND COPIES TO PA. PERSONAL TAX AUTH.

\* IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM.

\* 20 DAYS BEFORE SALE POST PROPERTY

\* A COUPLE OF DAYS PRIOR TO SALE PREPARE COST SHEET

\* HOLD SALE

\* PREPARE FINAL COSTS SHEET

\* WITHIN FIVE DAYS OF SALE FILE DISTRIBUTION

\* WITHIN TEN DAYS OF FILING DIST. MAKE DIST.

\* PREPARE DEED AND TAX AFFIDAVIT

\* SEND DEED TO PROPER ATTY.

\* FILE FOLDER

DATE SENT

DATE REC.

✓  
✓  
CG27

4-11-86

3-24-86

4-15

4-22

B2-0, Kreischer  
Hollington

4-22

4-22

-4-22

5-8-86

5-27-86 Sue

SHERIFF'S SALE  
FINAL COST SHEET

Susquehanna Savings

VS. Lupini, Terry & Karen

NO. 12 of 1986

DATE OF SALE: 5/29/86

Sales Price	\$ <u>461.61</u>
Total Costs	
Poundage	<u>9.23</u>
2% Transfer Tax	
Misc. Costs	

TOTAL NEEDED TO PURCHASE

\$ 470.84

Advance 500.00  
29.16 Refund

PURCHASER(S): Atlantic Financial Federal

DEED(S) ON FILE: James L. S. S. S.

PURCHASER(S)' SIGNATURE(S): James L. S. S. S.  
Atty. Gen.  
Atty. Gen.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):

\$ 470.84

- 500.00

29.16  
Refund

SHERIFF'S SALE  
DISTRIBUTION SHEET

Susquehanna Savings

VS. Lupini, Terry & Karen

NO. \_\_\_\_\_ JD  
NO. 12 of 1986 ED

DATE OF SALE: May 29, 1986

Bid Price	<u>\$461.61</u>	
Poundage	<u>9.23</u>	
Transfer Taxes		
Total Needed to Purchase		<u>\$ 470.84</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>29.16</u>
	ADVANCE	
	REFUND	

EXPENSES:

Columbia County Sheriff - Costs \$		
Poundage		<u>\$ 100.00</u>
Press-Enterprise		<u>149.42</u>
Henry Printing		<u>37.25</u>
Solicitor		<u>80.00</u>
Columbia County Prothonotary		<u>15.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		
State stamps		
Tax Collector ( )		<u>107.44</u> ✓
Columbia County Tax Assessment Office		
State Treasurer		<u>4.00</u>
Other:		
TOTAL EXPENSES		<u>\$</u>

Total Needed to Purchase	<u>\$ 470.84</u>
Less Expenses	
Net to First Lien Holder	<u>\$</u>
ADVANCE	<u>500.00</u>
REFUND	<u>\$ 29.16</u>



# SHERIFF'S SALE - COST SHEET

Susquehanna Savings

VS. Lupini, Terry & Karen

NO. 12 of 1986

DATE OF SALE: 5-29-86

## SHERIFF'S COST OF SALE:

Docket & Levy	\$ 7.00
Service	13.00
Mailing	15.00
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	9.00
Mileage	6.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other Copying	6.00

TOTAL \$ 100.00

Press-Enterprise, Inc.	\$ 149.42
Henrie Printing	37.25
Solicitor's Services	30.00

TOTAL \$ 216.67

PROTHONOTARY: Liens List	\$ 10.00
Deed Notarization	5.00
Other	

TOTAL \$ 15.00

RECORDER OF DEEDS: Copywork	\$
Deed	13.50
Other Search	5.00

TOTAL \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1986	\$ 107.44
School Taxes, District, 19	
Delinquent Taxes, 19, 19, 19 (Total Amts.)	

TOTAL \$ 107.44

## MUNICIPAL RENTS:

Sewer - Municipality, 19	\$
Water - Municipality, 19	

TOTAL \$

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS:

\$

TOTAL \$

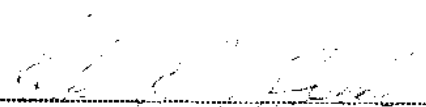
TOTAL COSTS \$ 461.61

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the Twenty-Ninth day of May 19 86, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Atlantic Financial Federal for the price or sum of Four Hundred Seventy Dollars and Eighty-Four Cents (\$470.84) Dollars being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs See Attached Distribution

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

SHERIFF'S SALE  
DISTRIBUTION SHEET

Susquehanna Savings                      VS. Lupini, Terry & Karen  
NO. \_\_\_\_\_ JD                      DATE OF SALE: May 29, 1986  
NO. 12 of 1986                      ED

Bid Price	\$461.61		
Poundage	9.23		
Transfer Taxes			
Total Needed to Purchase			\$ 470.84
Amount Paid Down		ADVANCE	500.00
Balance Needed to Purchase		REFUND	29.16

EXPENSES:

Columbia County Sheriff - Costs	\$ 100.00	
Poundage	9.23	\$ 109.23
Press-Enterprise		149.42
Henry Printing		37.25
Solicitor		30.00
Columbia County Prothonotary		15.00
Columbia County Recorder of Deeds - Deed copy work		18.50
Realty transfer taxes		
State stamps		
Tax Collector (    Catawissa                      )		107.44
Columbia County Tax Assessment Office		
State Treasurer		4.00
Other:		
TOTAL EXPENSES		\$

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Total Needed to Purchase	\$ 470.84
Less Expenses	
Net to First Lien Holder	\$
ADVANCE	500.00
REFUND	\$ 29.16

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank X Bushino~~, 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

Terry J. Lupini and Karen S. <sup>L</sup>upini, his wife,  
and find as follows:

See photostatic copies attached.

Fee \$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 27th day of May  
A.D., 19 86.

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

# MORTGAGE

M. L. # \_\_\_\_\_

THIS MORTGAGE is made this 3 day of JUNE 1983, between the Mortgagor, S. Terry J. Lupini and Karen S. Lupini, his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS A Division of Atlantic Financial Federal, a corporation organized and existing under the laws of the United States of America, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18773 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY SIX THOUSAND FIVE HUNDRED (\$26,500) Dollars, which indebtedness is evidenced by Borrower's note dated June 3, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1st, 2008;

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

BOUNDED on the West by Third Street; on the North by land of George Long; on the East by an alley, 20 feet wide; and on the South by an alley 10 feet wide.

CONTAINING in front on said Third Street, 50 feet and extending 210 feet in depth.

BEING the same premises conveyed by Fred W. Carl and Melvena Carl, his wife, to Terry J. Lupini and Karen S. Lupini, his wife, the Mortgagors herein, by deed dated June 3, 1983 and about to be recorded in the Office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

THIS is a purchase money mortgage.

MORTGAGORS herein agree to pay monthly mortgage guarantee insurance premium charge on the within mortgage loan.

IMPROVED with a single family dwelling,

which has the address of 416 North Third Street, Catawissa, Columbia County,  
Pennsylvania (Street) (City)  
..... (herein "Property Address");  
(State and Zip Code)

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

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

PENNSYLVANIA—1 to 4 Family—6/75—FHMA/FHLMC UNIFORM INSTRUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*[Signature]*  
Terry J. Lupini

*[Signature]*  
Terry J. Lupini

—Borrower

*[Signature]*  
Karen S. Lupini

—Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... County ss:

On this, the 3 day of JUNE, 1983, before me, a notary public, the undersigned officer, personally appeared, Terry J. and Karen S. Lupini, known to me (or satisfactorily proven) to be the person s, whose name s are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained. There are no divorce proceedings pending in any jurisdiction between Terry J. husband and Karen S. wife. In WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

.....  
.....  
My Commission Expires May 10, 1984

Title of Officer

I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings A Division of Atlantic Financial Federal is 31 West Market Street, Wilkes-Barre, Pa.

JOSEPH SERLING

Attorney for Mortgagee  
9:57 a.m.

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Book No. 318, Page 782, etc.

Witness my hand and Seal of Office this 3rd day of June, 1983.

*[Signature]*  
Beverly J. Michael, Acting Recorder

RECORDED  
CO. PA.  
No. 58

**Mortgage**

Terry J. Lupini and  
Karen S. Lupini, h/w

TO

Susquehanna Savings  
A Division of Atlantic  
Financial Federal

DATE: June 3, 1983

PREMISES: 416 North Third St.,  
Catawissa, Col. Co.  
Pennsylvania

REAL DEBT: \$26,500.

MONTHLY PAYMENT: \$293.91 and  
\$2,500 PMH

Record and Return to

Joseph Serling

Attorney for Association

960 United Penn Bank Bldg.,  
Wilkes-Barre, Pa. 18701

*[Signature]*



STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly, III, being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, Pennsylvania, and was established on the 1st day of March, 1986, daily (except Sundays and Legal Holidays) continuously in said county to the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared on May 8, 1986, exactly as printed and published; that the affiant is one of the owners of said newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said proceeding and that all of the allegations in the foregoing statement as to publication are true.

Sworn and subscribed to before me this 27th day of May, 1986.

And now, May 27, 1986, I hereby certify that the charges amounting to \$100.00 for publishing the foregoing affidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 12 of 1986, 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, Court House, Bloomsburg, Columbia County, Pennsylvania, on:

May 29, 1986  
at 10:00 a.m.

in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows:

BOUNDED on the West by Third Street; on the North by land of George Long; on the East by an alley, 20 feet wide; and on the South by an alley 10 feet wide.

CONTAINING in front on said Third Street, 50 feet and extending 210 feet in depth.

BEING the same premises conveyed by Fred W. Carl and Melvena Carl, his wife, to Terry J. Lupini and Karen S. Lupini, his wife, the Mortgagors herein, by deed dated June 3, 1983 and recorded in the Office of the Recorder in and for Columbia County in Deed Book 318, page 779, and recorded on June 3, 1983.

IMPROVED with a single family dwelling, which has the address of 416 North Third Street, Catawissa, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on June 3, 1986, 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 Susquehanna Savings, a division of Atlantic Financial Federal, now known as Atlantic Financial Federal vs. Terry J. Lupini and Karen S. Lupini, his wife.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight (8) days after sale.

John R. Adler  
Sheriff of  
Columbia County  
Joseph Serling, Atty.

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## VERSUS

Court of Common Pleas of Columbia County, Pennsylvania.

No. 113 of ..... Term, 19. 86..

Real Debt .....	\$38,422.63 .....
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Interest from ..... || .....}.....

Commission ..... || .....|.....

Costs .....	.....	-.....
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Judgment entered .....

Date of Lien ..... March 12, 1986

Nature of Lien	Default Judgment
1. <u>General Lien</u>	1. <u>General Lien</u>
2. <u>Special Lien</u>	2. <u>Special Lien</u>
3. <u>Legal Lien</u>	3. <u>Legal Lien</u>
4. <u>Equitable Lien</u>	4. <u>Equitable Lien</u>
5. <u>Statutory Lien</u>	5. <u>Statutory Lien</u>
6. <u>Common Law Lien</u>	6. <u>Common Law Lien</u>
7. <u>Contract Lien</u>	7. <u>Contract Lien</u>
8. <u>Tort Lien</u>	8. <u>Tort Lien</u>
9. <u>Retention Lien</u>	9. <u>Retention Lien</u>
10. <u>Priority Lien</u>	10. <u>Priority Lien</u>
11. <u>Junior Lien</u>	11. <u>Junior Lien</u>
12. <u>Senior Lien</u>	12. <u>Senior Lien</u>
13. <u>First Lien</u>	13. <u>First Lien</u>
14. <u>Second Lien</u>	14. <u>Second Lien</u>
15. <u>Third Lien</u>	15. <u>Third Lien</u>
16. <u>Fourth Lien</u>	16. <u>Fourth Lien</u>
17. <u>Fifth Lien</u>	17. <u>Fifth Lien</u>
18. <u>Sixth Lien</u>	18. <u>Sixth Lien</u>
19. <u>Seventh Lien</u>	19. <u>Seventh Lien</u>
20. <u>Eighth Lien</u>	20. <u>Eighth Lien</u>
21. <u>Ninth Lien</u>	21. <u>Ninth Lien</u>
22. <u>Tenth Lien</u>	22. <u>Tenth Lien</u>
23. <u>Eleventh Lien</u>	23. <u>Eleventh Lien</u>
24. <u>Twelfth Lien</u>	24. <u>Twelfth Lien</u>
25. <u>Thirteenth Lien</u>	25. <u>Thirteenth Lien</u>
26. <u>Fourteenth Lien</u>	26. <u>Fourteenth Lien</u>
27. <u>Fifteenth Lien</u>	27. <u>Fifteenth Lien</u>
28. <u>Sixteenth Lien</u>	28. <u>Sixteenth Lien</u>
29. <u>Seventeenth Lien</u>	29. <u>Seventeenth Lien</u>
30. <u>Eighteenth Lien</u>	30. <u>Eighteenth Lien</u>
31. <u>Nineteenth Lien</u>	31. <u>Nineteenth Lien</u>
32. <u>Twentieth Lien</u>	32. <u>Twentieth Lien</u>
33. <u>Twenty-first Lien</u>	33. <u>Twenty-first Lien</u>
34. <u>Twenty-second Lien</u>	34. <u>Twenty-second Lien</u>
35. <u>Twenty-third Lien</u>	35. <u>Twenty-third Lien</u>
36. <u>Twenty-fourth Lien</u>	36. <u>Twenty-fourth Lien</u>
37. <u>Twenty-fifth Lien</u>	37. <u>Twenty-fifth Lien</u>
38. <u>Twenty-sixth Lien</u>	38. <u>Twenty-sixth Lien</u>
39. <u>Twenty-seventh Lien</u>	39. <u>Twenty-seventh Lien</u>
40. <u>Twenty-eighth Lien</u>	40. <u>Twenty-eighth Lien</u>
41. <u>Twenty-ninth Lien</u>	41. <u>Twenty-ninth Lien</u>
42. <u>Thirtieth Lien</u>	42. <u>Thirtieth Lien</u>
43. <u>Thirty-first Lien</u>	43. <u>Thirty-first Lien</u>
44. <u>Thirty-second Lien</u>	44. <u>Thirty-second Lien</u>
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46. <u>Thirty-fourth Lien</u>	46. <u>Thirty-fourth Lien</u>
47. <u>Thirty-fifth Lien</u>	47. <u>Thirty-fifth Lien</u>
48. <u>Thirty-sixth Lien</u>	48. <u>Thirty-sixth Lien</u>
49. <u>Thirty-seventh Lien</u>	49. <u>Thirty-seventh Lien</u>
50. <u>Thirty-eighth Lien</u>	50. <u>Thirty-eighth Lien</u>
51. <u>Thirty-ninth Lien</u>	51. <u>Thirty-ninth Lien</u>
52. <u>Fortieth Lien</u>	52. <u>Fortieth Lien</u>
53. <u>Forty-first Lien</u>	53. <u>Forty-first Lien</u>
54. <u>Forty-second Lien</u>	54. <u>Forty-second Lien</u>
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59. <u>Forty-seventh Lien</u>	59. <u>Forty-seventh Lien</u>
60. <u>Forty-eighth Lien</u>	60. <u>Forty-eighth Lien</u>
61. <u>Forty-ninth Lien</u>	61. <u>Forty-ninth Lien</u>
62. <u>Fiftieth Lien</u>	62. <u>Fiftieth Lien</u>
63. <u>Fifty-first Lien</u>	63. <u>Fifty-first Lien</u>
64. <u>Fifty-second Lien</u>	64. <u>Fifty-second Lien</u>
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68. <u>Fifty-sixth Lien</u>	68. <u>Fifty-sixth Lien</u>
69. <u>Fifty-seventh Lien</u>	69. <u>Fifty-seventh Lien</u>
70. <u>Fifty-eighth Lien</u>	70. <u>Fifty-eighth Lien</u>
71. <u>Fifty-ninth Lien</u>	71. <u>Fifty-ninth Lien</u>
72. <u>Sixtieth Lien</u>	72. <u>Sixtieth Lien</u>
73. <u>Sixty-first Lien</u>	73. <u>Sixty-first Lien</u>
74. <u>Sixty-second Lien</u>	74. <u>Sixty-second Lien</u>
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77. <u>Sixty-fifth Lien</u>	77. <u>Sixty-fifth Lien</u>
78. <u>Sixty-sixth Lien</u>	78. <u>Sixty-sixth Lien</u>
79. <u>Sixty-seventh Lien</u>	79. <u>Sixty-seventh Lien</u>
80. <u>Sixty-eighth Lien</u>	80. <u>Sixty-eighth Lien</u>
81. <u>Sixty-ninth Lien</u>	81. <u>Sixty-ninth Lien</u>
82. <u>Seventieth Lien</u>	82. <u>Seventieth Lien</u>
83. <u>Seventy-first Lien</u>	83. <u>Seventy-first Lien</u>
84. <u>Seventy-second Lien</u>	84. <u>Seventy-second Lien</u>
85. <u>Seventy-third Lien</u>	85. <u>Seventy-third Lien</u>
86. <u>Seventy-fourth Lien</u>	86. <u>Seventy-fourth Lien</u>
87. <u>Seventy-fifth Lien</u>	87. <u>Seventy-fifth Lien</u>
88. <u>Seventy-sixth Lien</u>	88. <u>Seventy-sixth Lien</u>
89. <u>Seventy-seventh Lien</u>	89. <u>Seventy-seventh Lien</u>
90. <u>Seventy-eighth Lien</u>	90. <u>Seventy-eighth Lien</u>
91. <u>Seventy-ninth Lien</u>	91. <u>Seventy-ninth Lien</u>
92. <u>Eightieth Lien</u>	92. <u>Eightieth Lien</u>
93. <u>Eighty-first Lien</u>	93. <u>Eighty-first Lien</u>
94. <u>Eighty-second Lien</u>	94. <u>Eighty-second Lien</u>
95. <u>Eighty-third Lien</u>	95. <u>Eighty-third Lien</u>
96. <u>Eighty-fourth Lien</u>	96. <u>Eighty-fourth Lien</u>

No. . . . . of . . . . . Term, 19.....

Real Debt ..... ||\$ .....[.....

Interest from ..... || .....|.....

Commission ..... || .....|.....

Costs ..... [ ] .....

Judgment entered .....

Date of Lien .....

Nature of Lien .....

No. . . . . of . . . . . Term, 19. . . . .

Real Debt ..... ||\$ .....|.....

Interest from ..... | .....|.....

Commission ..... || .....|.....

Costs ..... 11 ..... 11

Judgment entered .....

Date of Lien .....

Nature of Lien .....

No. . . . . of . . . . . Term, 19 . . . . .

Real Debt ..... ||\$ .....|.....

Interest from ..... } | ..... | .....

Commission ..... || .....|.....

**Costs** ..... || .....|.....

Judgment entered .....

Date of Lien .....

Nature of Lien .....

No. . . . . of . . . . . Term, 19 . . . . .

Real Debt ..... || \$ ..... | .....

Interest from ..... ] | .....|.....

Commission ..... || .....|.....

Costs .....		.....	.....
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Judgment entered .....

Date of Lien .....

Nature of Lien .....

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO. 12 of 1986

WRIT OF EXECUTION

SERVICE ON KAREN LUPINI AND TERRY LUPINI

ON 3/24/86 AT 1335hrs, a true and  
attested copy of the within Writ of Execution and a true copy  
of the Notice of Sheriff's Sale of Real Estate was served on the  
defendant, KAREN LUPINI AND TERRY LUPINI at 329 Pine St. Catawissa Pa.

by DEPUTY SHERIFF

CONNIE BREECH

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

So Answers!

Connie Breech  
Deputy Sheriff

For:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 24th day of March, 1986

Tami B. Kline, Dep.  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st. MON. JAN. 1, 1988

PS Form 3811, July 1983

**SENDER: Complete items 1, 2, 3 and 4.**

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery. *MP 29*

3. Article Addressed to:

INTERNAL REVENUE SERVICE  
SPECIAL PROCEDURE STAFF  
ATT: MICHAEL HARKINS  
P.O. BOX 12050  
PHILA. PA. 19106

4. Type of Service:

- ☐ Registered    ☐ Insured  
☒ Certified    ☐ COD  
☐ Express Mail

Article Number

P 307 194 062

Always obtain signature of addressee or agent and  
**DATE DELIVERED.**

5. Signature - Addressee

X

6. Signature - Agent

X

7. Date of Delivery

8. Addressee's Address (*ONLY if requested and fee paid*)

DOMESTIC RETURN RECEIPT



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL  
(717) 787-3646

LeRoy S. Zimmerman  
ATTORNEY GENERAL

April 29, 1986

Reply To:  
15th Floor  
Strawberry Square  
4th & Walnut Streets  
Harrisburg, PA 17120

Ms. Connie S. Breech  
Deputy Sheriff  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

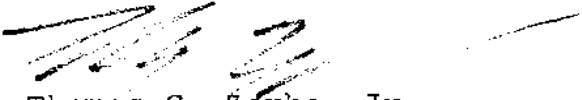
RE: Gregory & Joann Hess; Leo J. &  
Janet Yodock; Terry J. & Karen S.  
Lupini; Clarence & Violet Phillips;  
Romulo & Debra Castaneda; Michael  
& Connie Viers; Valentine J. &  
Veronica P. Simonds

Dear Ms. Breech:

This is in response to your letters dated April 24 relative to the above captioned matters.

The records of this office show no current claim against any of the above named. It is possible that the Department of Revenue, or other departments of the Commonwealth, may have claims which have not been forwarded to this office for enforcement.

Very truly yours,

  
Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit

P 307 194 067

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SENT TO  
Thomas C. Zerba, Jr.  
STREET AND NO  
Fourth & Walnut Sts.  
P.O. STATE AND ZIP CODE  
Harrisburg, PA 17120

POSTAGE	5
CERTIFIED FEE	5
SPECIAL DELIVERY	5
RESTRICTED DELIVERY	5
RETURN RECEIPT SERVICE	5
SHOW TO WHOM AND DATE DELIVERED	5
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	5
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	5
TOTAL POSTAGE AND FEES	5 184

PS Form 3800, Apr. 1976



P 307 194 062

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SENT TO  
MICHAEL HARRIS IRS  
STREET AND NO  
P.O. BOX 12050  
P.O. STATE AND ZIP CODE  
PHILA. PA. 19106

POSTAGE	5
CERTIFIED FEE	5
SPECIAL DELIVERY	5
RESTRICTED DELIVERY	5
RETURN RECEIPT SERVICE	5
SHOW TO WHOM AND DATE DELIVERED	5
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	5
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	5
TOTAL POSTAGE AND FEES	5 184

PS Form 3800, Apr. 1976



OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 24, 1986

TO: Sewer Authority  
Catawissa Boro Hall  
P.O. Box 44  
Catawissa, PA 17820

SUBJECT: Claims against Sheriff Sales

Dear Sir:

On May 29, 1986, our office is conducting Sheriff's Sales on the following properties of Gregory & Joann Hess, Leo J. & Janet Yodock, and Terry J. & Karen S. Lupini.

Please notify our office by return mail if you have any claims against the property described in the enclosed descriptions.

If you have any questions, please feel free to contact our office.

Sincerely,

Connie S. Brech  
Deputy Sheriff

CSB/sb



OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 24, 1986

TO: Rodney Kreischer  
501 South Street  
Catawissa, PA 17820

SUBJECT: Claims against Sheriff Sales

Dear Sir:

On May 29, 1986, our office is conducting Sheriff's Sales on the following properties of Gregory & Joann Hess, Leo J. & Janet Yodock, and Terry J. & Karen S. Lupini.

Please notify our office by return mail if you have any claims against the property described in the enclosed descriptions.

If you have any questions, please feel free to contact our office.

Sincerely,

Connie S. Breech  
Deputy Sheriff

CSZ/st

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 24, 1986

TO: Mae Hollingshead  
214 North St.  
Catawissa, PA 17820

SUBJECT: Claims against Sheriff Sales

Dear Sir:

On May 29, 1986, our office is conducting Sheriff's Sales on the following properties of Gregory & Joann Hess, Leo J. & Janet Yodock, and Terry J. & Karen S. Lupini.

Please notify our office by return mail if you have any claims against the property described in the enclosed descriptions.

If you have any questions, please feel free to contact our office.

Sincerely,

Connie S. Breech  
Deputy Sheriff

CSB/sb

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 24, 1986

TO: Thomas C. Zerba, Jr.  
Deputy Atty. General  
Collections Unit  
4th & Walnut Sts.  
Harrisburg, PA 17120

SUBJECT: Claims against Sheriff Sales

Dear Sir:

On May 29, 1986, our office is conducting Sheriff's Sales on the following properties of Gregory & Joann Hess, Leo J. & Janet Yodock, and Terry J. & Karen S. Lupini.

Please notify our office by return mail if you have any claims against the property described in the enclosed descriptions.

If you have any questions, please feel free to contact our office.

Sincerely,

Connie S. Breech  
Deputy Sheriff

CSE/sb

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 24, 1986

TO: Internal Revenue Service  
Special Procedure Staff  
Attn: Michael Markins  
P.O. Box 12050  
Phila., PA 19106

SUBJECT: Claims against Sheriff Sales

Dear Sir:

On May 29, 1986, our office is conducting Sheriff's Sales on the following properties of Gregory & Joann Hess, Leo J. & Janet Yodock, and Terry J. & Karen S. Lupini.

Please notify our office by return mail if you have any claims against the property described in the enclosed descriptions.

If you have any questions, please feel free to contact our office.

Sincerely,

Connie S. Breech  
Deputy Sheriff

CSB/sb

By virtue of a Writ of Execution No. 12 of 1986 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, Court House, Bloomsburg, Columbia County, Pennsylvania, on May 29, 1986 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 tract of land situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows:

BOUNDED on the West by Third Street; on the North by land of George Long; on the East by an alley, 20 feet wide; and on the South by an alley 10 feet wide.

CONTAINING in front on said Third Street, 50 feet and extending 210 feet in depth.

BEING the same premises conveyed by Fred W. Carl and Melvina Carl, his wife, to Terry J. Lupini and Karen S. Lupini, his wife, the Mortgagors herein, by deed dated June 3, 1983 and recorded in the Office of the Recorder in and for Columbia County in Deed Book 318, Page 779, and recorded on June 3, 1983.

IMPROVED with a single family dwelling, which has the address of 416 North Third Street, Catawisse, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on June 3, 1986 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 Susquehanna Savings, A Division of Atlantic Financial Federal, now known as Atlantic Financial Federal vs. Terry J. Lupini and Karen S. Lupini, his wife.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight (8) days after sale.

JOSEPH SERLING, ATTORNEY

JOHN R. ADLER  
Sheriff of Columbia County

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

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

NO. 12 of 1986

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

MAY 8, 1986 5:00 PM POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF TERRY & KAREN LUPINI

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF CONNIE BREECH

SO ANSWERS:

Connie Breech  
Deputy Sheriff

FOR:

JOHN R. ADLER  
John R. Adler, Sheriff

Sworn and subscribed before me this  
16<sup>th</sup> day of May, 1986

Tami B. Kline  
by: Dorothy Long  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania  
REC'D. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st MON. JAN. 1, 1988

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

Press-Enterprise, Inc.  
Lackawanna Avenue  
Bloomsburg, PA 17815

Attention: Susan Shotwell

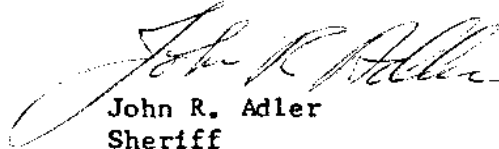
Gentlemen:

Enclosed are Sheriff Sale Notices on Lupini, Yodock & Hess properties scheduled for sale on May 29, 1986.

Please run all three notices in the May 8, May 15 and May 22, 1986, newspaper.

Please feel free to contact us if you have any questions. We will inform you of any change in status on these sales.

Very truly yours,

  
John R. Adler  
Sheriff

JRA/sl

Enclosures - 3

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

March 13, 1986

Joseph Serling, Esq.  
960 United Penn Bank Building  
Wilkes-Barre, PA 18701

Dear Sir:

Enclosed is a copy of the form you requested from our office.  
Please use this as a sample for your information.

We have the Lupini foreclosure on our docket and will wait for  
receipt of this form before we can proceed.

If you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in cursive script that reads "Connie Breech".

Connie Breech  
Deputy

Enc.



SUSQUEHANNA SAVINGS, A DIVISION  
OF ATLANTIC FINANCIAL  
FEDERAL n/k/a ATLANTIC  
FINANCIAL FEDERAL

Plaintiff

vs.

TERRY J. LUPINI AND  
KAREN S. LUPINI, his wife

Defendants

IN THE COURT OF COMMON PLEAS  
OF THE 26TH JUDICIAL DISTRICT COLUMBIA  
COUNTY BRANCY, PENNA.  
CIVIL ACTION-LAW

No. 113 JD 1986  
No. 12 ED 1986

TO: COLUMBIA COUNTY SHERIFF:

SEIZE, LEVY, ADVERTISE AND SELL all the real property of the  
Defendant s located at 416 North Third St., Catawissa, Col. Co. Pa.

You are hereby released from all responsibility in not placing  
watchman or insurance on real property levied on by virtue of this Writ.

*Joseph S. Sutter*

*Sorry for the  
Delay*

JOSEPH SERLING  
ATTORNEY AT LAW  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717  
TELEPHONE 823-2181

March 11, 1986

Prothonotary of Columbia County  
Columbia County Court House,  
Bloomsburg, Pa. 17815

RE: Mortgage Foreclosure Execution  
No. 113 of 1986-Lupini

Dear Sir:

Enclosed herewith you will please find the following for recording:

2 copies of the Praeipie for Judgment (1 to be returned to my office)  
4 copies of the Notice of Entry of Judgment( 2 to be mailed to the Defendants, 1 to be mailed back to me)  
2 copies of the Praeipie for Writ of Execution (1 to be mailed back to me)  
4 copies of the Writ of Execution Notice  
4 copies of the Writ of Execution  
4 copies of the Notice of Sheriff's Sale  
2 copies of the Affidavit of Whereabouts of Defendants  
2 copies of the Affidavit of Non Military Service  
4 copies of the proposed description

Also enclosed herewith is a check in the sum of \$24. for filing of same and a check in the sum of \$500 to the Sheriff as deposit for same.

PLEASE HAVE THE SHERIFF SEND ME AN AFFIDAVIT AS WE ARE ALL OUT.

Very truly yours,

  
JOSEPH SERLING, ESQ.

JS/cf  
Enclosures

SUSQUEHANNA SAVINGS, A DIVISION	:	IN THE COURT OF COMMON PLEAS
OF ATLANTIC FINANCIAL FEDERAL	:	
n/k/a ATLANTIC FINANCIAL	:	OF COLUMBIA COUNTY
FEDERAL	:	
	:	CIVIL ACTION-LAW
Plaintiff	:	
	:	Action of Mortgage Foreclosure
VS.	:	
	:	
TERRY J. LUPINI AND	:	
KAREN S. LUPINI, his wife,	:	
	:	
Defendants	:	No. 12 of 1986

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically to these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may be able to petition the court to open or strike the judgment against you. In addition you may be able to petition to set aside the sale for; (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

SUSQUEHANNA LEGAL SERVICES  
R.D. #4  
Bloomsburg, Pa. 17815  
(717) 784-8760

SUSQUEHANNA SAVINGS, A DIVISION	:	IN THE COURT OF COMMON PLEAS
OF ATLANTIC FINANCIAL FEDERAL	:	
n/k/a ATLANTIC FINANCIAL	:	OF COLUMBIA COUNTY
FEDERAL	:	
	:	CIVIL ACTION-LAW
Plaintiff	:	
	:	Action of Mortgage Foreclosure
VS.	:	
	:	
TERRY J. LUPINI AND	:	
KAREN S. LUPINI, his wife,	:	
	:	
Defendants	:	No. 12 of 1986

WRIT OF EXECUTION

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SUSQUEHANNA LEGAL SERVICES  
R.D. #4  
Bloomsburg, Pa. 17815

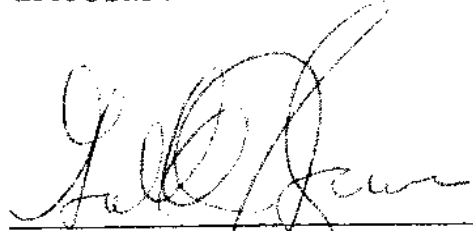
(717) 784-8760

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANT

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LUZERNE :

GERALD SEMAN being duly sworn according  
to law, does depose and say that he did, upon request of  
ATLANTIC FINANCIAL FEDERAL  
investigate the status of Terry J. Lupini and Karen S. Lupini,  
his wife,  
with regard to the Soldiers' and Sailors' Civil Relief Act of  
1940; and that he made such investigation personally  
\_\_\_\_\_ and your affiant avers that they  
\_\_\_\_\_ ~~is~~/are not now, nor ~~was~~/were ~~he~~/they, within a  
period of three months last, in the military or naval service of the  
United States within the purview of the aforesaid Soldiers' and  
Sailors' Civil Relief Act of 1940.

  
GERALD SEMAN

Sworn to and subscribed before me

this 12th day of February, 1986  
Donald M. Zalepa

DONALD M. ZALEPA, Notary Public  
Wilkes-Barre, Luzerne County, Pennsylvania  
My Commission Expires: April 18, 1988

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANT

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LUZERNE :

GERALD SEMAN being duly sworn according  
to law, does depose and say that he did, upon request of

ATLANTIC FINANCIAL FEDERAL  
investigate the status of Terry J. Lupini and Karen S. Lupini,  
his wife.

with regard to the Soldiers' and Sailors' Civil Relief Act of  
1940; and that he made such investigation personally

and your affiant avers that they

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

Gerald Seman  
GERALD SEMAN

Sworn to and subscribed before me

Seal this 12 day of Feb, 1986

Donna M. Galbra

My Commission Expires:

4/18/88

SUSQUEHANNA SAVINGS, A DIVISION  
OF ATLANTIC FINANCIAL FEDERAL  
n/k/a ATLANTIC FINANCIAL  
FEDERAL

Plaintiff

VS.

TERRY J. LUPINI AND  
KAREN S. LUPINI, his wife,

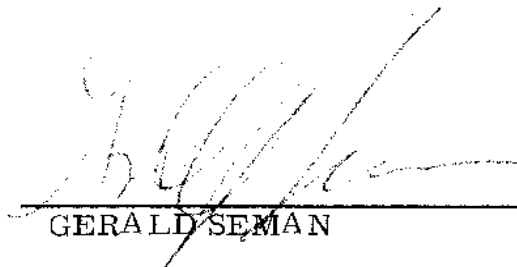
Defendants

: IN THE COURT OF COMMON PLEAS  
:  
: OF COLUMBIA COUNTY  
:  
: CIVIL ACTION-LAW  
:  
: Action of Mortgage Foreclosure  
:  
:  
:  
: No. of 1986

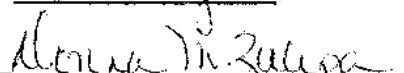
AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

GERALD SEMAN being duly sworn according to law deposes and says  
that he is the Manager of the Delinquent Loan Department of the N.E. Region of  
Atlantic Financial Federal, and as such is authorized to make this Affidavit in  
its behalf, that to the best of his personal knowledge, the names and last known  
address of the Defendants, Terry J. Lupini and Karen S. Lupini, his wife, of  
416 North Third Street, Catawissa, Columbia Co., Pa. 17820.

52nd Street

  
GERALD SEMAN

Sworn to and subscribed  
before me this 12<sup>th</sup> day  
of February, 1986.

  
My Commission Expires:

JOHN M. GILSON, Notary Public  
Wilkes Barre, Luzerne County, Pennsylvania  
My Commission Expires April 18, 1988

# CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary

P. O. Box 44

Catawissa, PA 17820

May 1, 1986

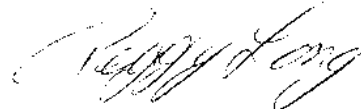
Sheriff of Columbia County  
P.O. Box 380  
Bloomsburg, PA 17815

Attn: Connie S. Breech

Dear Miss Breech;

In reference to the Sheriff Sales notice on Terry J. and Karen S. Lupini property, we do not have any outstanding utility bills for that property.

Sincerely,

A handwritten signature in cursive script, appearing to read "Peggy Long".

Peggy Long  
Secretary