

SHERIFF'S SALE
FINAL COST SHEET

Fleet Real Estate

VS. Hess, Gregory & Joann

NO. 14 of 1986

DATE OF SALE: 5/29/86

Sales Price
Total Costs
Foundage
2% Transfer Tax
Misc. Costs

\$ cost \$
827.46
161.54
—
—

TOTAL NEEDED TO PURCHASE

Less \$ 500.00 \$ 844.00
Balance 344.00

PURCHASER(S): Fleet Real Funding Corporation

DATE(S) OF DEED:

PURCHASER(S)' SIGNATURE(S): Michael P. Gregorovich reg. atty at law

AMOUNT PAID BY SHERIFF FROM PURCHASER(S):

\$ 500.00 Advance

Balance within
8 day

344.00

LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
(717) 234-4178

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL, JR.
VALERIE A. POTTEIGER

May 29, 1986

JOSEPH NISSLEY (1910-1982)
HERSHEY
1099 GOVERNOR RD.
P.O. BOX 563, 17033
(717) 533-3836

WEST SHORE
(717) 761-6034

Sheriff's Office
Columbia County Court House
Bloomsburg, PA 17815

Re: #157 1986
Fleet vs. Hess

Gentlemen:

Please be advised that we have requested that the Sheriff Sale scheduled for this date be continued on the basis that bidding information was not available from the VA. It is my understanding that the Sale has been rescheduled for June 26, 1986.

Thank you for your cooperation. Please do not hesitate to call if you need anything further.

Very truly yours,


Leon P. Haller

LPH:sd

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 Twentieth day of June 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 Fleet Real Estate Funding Corp. for the price or sum of Eight Hundred Forty Four Dollars and No Cents(\$844.00) (includes \$16.54 poundage) 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 atached Distribution

Sheriff's Office, Bloomsburg, Pa. }

So answers

John R. Peltz

Sheriff

SHERIFF'S SALE
DISTRIBUTION SHEET

Fleet Real Estate Funding Corp. VS. Hess, Gregory & Joann

NO. 157 of 1986 JD
NO. 14 of 1986 ED

DATE OF SALE: June 26, 1986

Bid Price	\$ <u>827.46</u>	
Poundage	<u>16.54</u>	
Transfer Taxes	<u>---</u>	
Total Needed to Purchase		\$ <u>844.00</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>344.00</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>129.00</u>	
Poundage	<u>16.54</u>	\$ <u>145.54</u>
Press-Enterprise		<u>152.66</u> <i>515</i>
Henry Printing		<u>37.25</u> <i>+ 22.00 51</i>
Solicitor		<u>30.00</u> <i>517</i>
Columbia County Prothonotary		<u>15.00</u> <i>518</i>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u> <i>519</i>
Realty transfer taxes		
State stamps		
Tax Collector (Joan Sherman Rothery)		<u>253.65</u> <i>520</i>
Columbia County Tax Assessment Office		<u>19.50</u> <i>521</i>
State Treasurer		<u>4.00</u> <i>522</i>
Other: <u>Keystone Water</u>		<u>167.90</u> <i>523</i>
TOTAL EXPENSES		\$ <u>844.00</u>

Total Needed to Purchase		\$ <u>844.00</u>
Less Dep.		<u>500.00</u>
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PURCHASER(S): Fleet Real Funding Corporation

NAME(S) ON DEED:

PURCHASER(S)' SIGNATURE(S): Michael P. Shegorenov eq. - atty in fact

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):

Balance within
8 day

\$ 500.00 Advance
344.00

SHERIFF'S SALE - COST SHEET

Fleet Real Estate Funding

VS. Hess, Gregory & Joann

NO. 14 of 1986

DATE OF SALE: 5/29/86

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	13.00
Mailing	12.00
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	9.00
Mileage	18.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other <u>Copying</u>	12.00
TOTAL	\$ 122.00

Press-Enterprise, Inc.	\$ 152.66
Henrie Printing	37.25
Solicitor's Services	30.00
TOTAL	\$ 219.91

PROTHONOTARY: Liens List	\$ 10.00
Deed Notarization	5.00
Other	
TOTAL	\$ 15.00

RECORDER OF DEEDS: Copywork	\$
Deed	13.50
Other <u>Search</u>	5.00
TOTAL	\$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 86	\$ 46.03
School Taxes, District <u>Berwick</u> , 1986	207.62
Delinquent Taxes, 19 <u>85</u> , 19 <u>86</u> , 19 <u>87</u> (Total Amts.)	19.50
TOTAL	\$ 273.15

MUNICIPAL RENTS:

Sewer - Municipality <u>Keystone</u> , 19 <u>86</u>	\$
Water - Municipality <u>Keystone</u> , 19 <u>86</u>	167.90
TOTAL	\$ 167.90

SURCHARGE FEE: (State Treasurer)

<u>MISCELLANEOUS:</u> <u>postponment of 1st sale</u>	\$ 7.00
TOTAL	\$ 7.00

TOTAL COSTS	\$ 827.46
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State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL

I, ~~Frank E. Tishler~~, 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
Gregory A. Hess and Joann Hess

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

ORIGINAL MORTGAGE

K# 805 330 0
PENNSYLVANIA

THIS INDENTURE, made the 19th day of December in the
year of our Lord one thousand nine hundred and Eighty , BETWEEN Gregory A. Hess and
JoAnn Hess, his wife (hereinafter called Mortgagor) and
KENNEDY MORTGAGE CO.

a corporation organized and existing under the laws of the State of New Jersey , and having
its principal office and post-office address in Cherry Hill, New Jersey at 11 Allison Drive
(hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of Twenty five thousand six hundred
00/100----- thirteen
Dollars (\$ 25,600.00), with interest from date, at the rate of and one half per centum
(13 1/2 %) per annum on the unpaid balance until paid, as provided in a Note of even date herewith,
from the Mortgagor to the Mortgagee, in monthly installments of Two hundred ninety three 23/100-----
Dollars (\$ 293.23), commencing on the first day of February , 19 81 , and
continuing thereafter on the first day of each month until such debt is fully paid, except that, if not
sooner paid, the final payment thereof shall be due and payable on the first day of January ,
2011 , and also to secure the performance of all covenants, agreements and conditions herein con-
tained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee,
ALL the following described real property situate in the Township of Briar Creek,
County of Columbia and Commonwealth of Pennsylvania, to wit:

BEING more particularly described according to legal description attached hereto and
made a part hereof.

THIS MORTGAGE BEING INTENDED TO BE A PURCHASE MONEY MORTGAGE UNDER THE PROVISIONS
LIEN PRIORITY LAW AS AMENDED.

SHOULD the Veterans Administration fail or refuse to issue the guarantee of the loan
secured by this mortgage under the provisions of the Servicemen's Readjustment Act of
1944 as amended within thirty days of the date hereof, the mortgagee herein may, at its
option, declare all sums secured by this mortgage immediately due and payable.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as
well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages,
ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever
thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and
profits thereof, and in addition thereto the following described household appliances, which are, and shall
be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness
herein mentioned, namely,

none

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and
profits until default hereunder:

TO HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee
to its own use forever: UNDER AND SUBJECT: as aforesaid.

See Original of Mortgage 11/29/81 29,1049 Ac. 5/20/81

This indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
- (II) interest on this debt; and
- (III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.

5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by 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 Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. 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. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.

8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

ALL those certain three lots of land situate in the Township of Briar Creek,
County of Columbia and State of Pennsylvania, bounded and described as follows,
to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the south-
easterly corner of land now or late of John Stuban; thence along the easterly line
of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet
to a steel pin on the southerly side of Sixth Avenue; thence along the southerly
line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin
on the westerly line of Mercer Street; thence along the westerly line of Mercer Street
South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of
Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek
Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to a steel pin at the
southeasterly corner of land now or late of John Stuban, aforesaid, the place of
beginning.

AND BEING the same land and premises which Phyllis J. Eisenhower, by Indenture, dated
the 19th day of December, 1980, and intended to be forthwith recorded, granted, and
conveyed unto the said Gregory A. Hess and JoAnn Hess, his wife, in fee.

LEGAL DESCRIPTION attached to mortgage made by Gregory A. Hess and JoAnn Hess, his
wife, to KENNEDY MORTGAGE CO., dated December 19, 1980.



9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

10. The lien of this Mortgage shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.

11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.

12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an and reasonable attorney's fees payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, and and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereof. After deducting the cost of such alterations, renovations, repairs, replacements, and the expenses incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

Provided, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagee, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gregory A. Hess (SEAL)
Gregory A. Hess
JoAnn Hess (SEAL)
JoAnn Hess (SEAL)

CERTIFICATE OF RESIDENCE

I, do hereby certify that the correct address of the within-named Mortgagee is 11 Allison Drive, Cherry Hill, N. J.
Witness my hand this 19th day of December, 1980

Kathy A. McCormick
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

On this 19th day of December, A.D. 1980 before me, a notary public in & for the aforesaid County came the above-named Gregory A. Hess and JoAnn Hess, his and acknowledged the within Indenture of Mortgage to be their and each of act and deed, and wife desired the same to be recorded as such. their

WITNESS my hand and seal, the day and year aforesaid.
The mortgagor certifies that a true copy of the mortgage has been received.

Gregory A. Hess
Gregory A. Hess
JoAnn Hess
JoAnn Hess

My commission expires

TERESA L. SEER, Notary Public
Lancaster, Columbia Co.
My Commission Expires Nov.

RECORDED BY REC'D
COLUMBIA CO. PA.
TAX - \$50
DEC 22 1980

#185
COMMONWEALTH
OF
PENNSYLVANIA

K# 805 330 0
VAF LR 371 562

MORTGAGE

T/CO# 68

Gregory A. Hess and JoAnn Hess, his wife

TO
KENNEDY MORTGAGE CO.
11 Allison Drive
Cherry Hill, New Jersey
PREMISES: 1400 Sixth Avenue
Briar Creek, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia
Recorded on this 22nd day of December, A.D. 1980, in the Recorder's Office of said County in Mortgage Book Vol. 202, Page 514.

Given under my hand and seal of the said office the day and year aforesaid.

Kathy A. McCormick
Recorder

RETURN TO:
HUNNEL, JAMES & MIHALIK

00-584828

(2)

KNOW ALL MEN BY THESE PRESENTS, that KENNEDY MORTGAGE CO., a corporation organized and existing under the laws of the State of New Jersey, with its principal office in County of Camden and State of New Jersey, the Mortgagee named in the Indenture of Mortgage hereinafter mentioned, for and in consideration of the sum of TWENTY FIVE THOUSAND SIX HUNDRED AND 00/100 (\$ 25,600.00) Dollars, lawful money of the United States of America, said sum being the principal balance due as of the date of this assignment, and other good and valuable consideration unto it paid by NCNB MORTGAGE CORPORATION

a corporation organized and existing under the laws of NORTH CAROLINA with its principal office at CHARLOTTE, NORTH CAROLINA

hereinafter referred to as Assignee, at the time of execution hereof, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee, its successors and assigns, All that certain Indenture of Mortgage given and executed by GREGORY A. HESS AND JOANN HESS, his wife

as Mortgagor to KENNEDY MORTGAGE CO., dated December 19 1980, hereinafter referred to in the principal sum of \$ 25,600.00, covering certain premises located in Township of Briar Creek County of Columbia and Commonwealth of Pennsylvania, commonly known as 1400 Sixth Avenue

and as more particularly described in said Mortgage, which said Mortgage is recorded in Book 202 of Mortgages at page 54 &c. for Columbia County.

Also the Bond, Note or other obligation in the said Indenture of Mortgage recited, and all moneys, principal and interest, due and to grow due thereon, from January 1 1981

with the Warrant of Attorney to the said obligation annexed. Together with all rights, remedies and incidents thereunto belonging. And all its right, title, interest property, claim and demand, in and to the same.

TO HAVE AND TO HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances unto the said Assignee, its successors and assigns, to and for its only proper use, benefit and behoof forever; subject nevertheless to the equity of redemption of said Mortgagors in the said Indenture of Mortgage named, and their heirs and assigns therein.

AND IT THE SAID KENNEDY MORTGAGE CO., does hereby covenant, promise and agree to and with the said Assignee that there is now due and owing upon the said bond, note or other obligation and mortgage, the sum of money specified above herein as the principal balance due as of the date of this assignment. *

IN WITNESS WHEREOF, KENNEDY MORTGAGE CO., has adopted the seal printed hereon for the occasion and for its corporate seal and has caused these presents to be executed by its proper corporate officers, this 14th day of January 1981



KENNEDY MORTGAGE CO.

BY: H. Eugene Brown Vice President

ATTEST: George McCafferty Assignee Secretary

ON THIS, the 14th day of January 1981 before me, a Notary Public in and for the State of New Jersey, the undersigned officer, personally appeared H. Eugene Brown, who acknowledged himself to be the Vice President of Kennedy Mortgage Co., a corporation, and that he has, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Yolanda Stephens
A Notary Public of New Jersey

YOLANDA STEPHENS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires August 28, 1983

.CL #491 2/80

BOOK 204 PAGE 1049

K#805330
VA#LH371562
Stewart Title Guaranty Company
#68

Assignment of Mortgage

KENNEDY MORTGAGE CO.
TO

MCNB MORTGAGE CORPORATION

Dated: January 14, 1981

Premises: 1400 Sixth Avenue
Brist Creek, Pennsylvania

Received in the Recorder's office
of the County of Columbia
on the 20th day of MAY
A.D. 19 81, at 10:52 a.m. o'clock
in the _____ room, and recorded
in Book _____ No. 204
of
Assessors' Office for said County on
page 1049.

*Donny R. Michael,
Acting Recorder*

#2,0
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00
MAY 20 10 52 AM '81

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

MORTGAGE

THIS MORTGAGE, entered into this 7th day of DECEMBER, 1984,
by and between GREGORY A. AND JOANN HESS
(herein "Borrower"), residing at 1400 6th AVENUE, BERWICK, COLUMBIA COUNTY,
PENNSYLVANIA 18603

AND

the PENNSYLVANIA HOUSING FINANCE AGENCY, (herein "PHFA" or "AGENCY"), a public corporation and government instrumentality, created by and existing pursuant to the Housing Finance Agency Law (35 P.S. Section 1680.101 et seq., as amended, hereinafter referred to as "Act"), having its principal office at 2101 North Front Street, City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania.

WHEREAS, Borrower is indebted to PHFA in an amount not to exceed the principal sum of FIVE THOUSAND NINE HUNDRED DOLLARS
(\$5,900.00) Dollars, which indebtedness is evidenced by Borrower's Note dated this date, (herein "Note"), providing for the payment of installments of principal and interest, when required pursuant to its terms.

This Mortgage is given by the Borrower to PHFA to secure any and all sums loaned by PHFA on behalf of the Borrower pursuant to the Homeowner's Emergency Mortgage Assistance Program, established by Act 91 of 1983, and any subsequent amendments. The sums secured by this Mortgage are evidenced by a Note between the parties, and include the following:

- A. All sums advanced by PHFA to satisfy delinquent mortgage obligations of the Borrower to one or more mortgage lenders holding security on the real property described below.
- B. All sums that will be advanced by PHFA in the future to maintain such mortgage obligations of the Borrower in current status.
- C. Any related costs, fees, taxes or other expenses advanced on behalf of the Borrower by PHFA.
- D. Any interest owed by the Borrower to PHFA that accrues on the principal sums that have been advanced.

To secure the repayment of such sums, Borrower does hereby mortgage, grant and convey to PHFA the following described real property, located in the County of COLUMBIA, Commonwealth of Pennsylvania, which real property has

the address of 1400 6th AVENUE, BERWICK, PA., 18603
and is described as follows:

ALL those certain three lots of land situate in the Township of Briar Creek,
County of Columbia and State of Pennsylvania, bounded and described as follows:
to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the
southeasterly corner of land now or late of John Stuban; thence along the
easterly line of said land now or late of John Stuban North 2 degrees 30 minutes
West 110.62 feet to a steel pin on the southerly side of Sixth Avenue; thence
along the southerly line of Sixth Avenue North 73 degrees 39 minutes East 143.75
feet to a steel pin on the westerly line of Mercer Street; thence along the
westerly line of Mercer Street South 16 degrees 21 minutes East 140.00 feet to
a steel pin in the northerly line of Briar Creek Avenue aforesaid; thence along
the northerly line of said Briar Creek Avenue aforesaid; thence along the north-
erly line of said Briar Creek Avenue South 84 degrees 29 minutes 16 seconds
West 173.30 feet to a steel pin at the southeasterly corner of land now or late
of John Stuban, aforesaid, the place of beginning.

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 are herein referred to as the "Property".

BORROWER AND PHFA COVENANT AND AGREE AS FOLLOWS:

1. **BORROWER'S COVENANT.** Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to mortgage, grant and convey the Property to PHFA.

2. **REQUIRED PAYMENTS.** Borrower's obligation to make payments of interest and/or principal on the sums advanced pursuant to the terms of this Mortgage will be determined by PHFA. This determination will be made on the basis of information submitted to PHFA by the Borrower. PHFA will notify the Borrower of the amount due to be repaid each month toward principal and interest. The Borrower shall make payments of principal and interest, as required, by the fifteenth (15th) of each month.

The obligation of the Borrower to make payments to PHFA will be determined by PHFA pursuant to the requirements of Act 91 of 1983 and any subsequent amendments. Those requirements are specified in the Note between the parties and in the Delinquent Mortgage Repayment Agreement entered into between the parties to this Mortgage and the respective mortgage lender(s) of the Borrower.

In the event there is more than one Borrower, the obligation of each shall be joint and several.

3. **INTEREST.** Except when otherwise provided in the Note, or the Delinquent Mortgage Repayment Agreement, interest shall accrue on the sums advanced pursuant to this Mortgage at the rate of nine percent (9%) per annum. Such interest shall only accrue when permitted to do so by Act 91 of 1983, or any amendments thereto.

4. **DEFAULT.** If Borrower fails to make timely payments of principal and interest as required by this Mortgage, its accompanying Note, or the Delinquent Mortgage Repayment Agreement, or if the Borrower violates any other term of this Mortgage, its accompanying Note or the Delinquent Mortgage Repayment Agreement, which violation is not remedied within a period of thirty (30) days, then PHFA may declare this Mortgage to be in default, and it may accelerate all outstanding indebtedness, by declaring all sums remaining due under this Mortgage to be immediately due and payable in their entirety. In such an event, PHFA may institute an action of mortgage foreclosure against the Borrower, or such other form of civil action as is determined appropriate by PHFA. If it is necessary for PHFA to institute such legal action, Borrower agrees that it will pay all costs and reasonable attorneys' fees actually incurred by PHFA.

5. PRESERVATION AND MAINTENANCE OF PROPERTY. Borrower shall maintain the Property secured by this Mortgage in good repair and shall not commit waste or permit impairment or deterioration of the Property.

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

7. TAXES AND INSURANCE. The Borrower agrees that all real estate taxes, water and sewage charges, and other charges that are levied against the premises will be paid in a timely manner, and that the Borrower will not permit any liens of any kind to be placed on the premises by any taxing or other authority. Borrower further agrees that it will maintain adequate liability and hazard insurance to protect the Mortgage Premises against risk of loss, and that PHFA will be named as an additional mortgagee on any such policy.

In the event that Borrower fails to maintain adequate liability and hazard insurance as required by this paragraph, then PHFA may obtain such coverage, and add its cost to the amount owed to it by the Borrower.

8. INSURANCE PROCEEDS. In the event that the proceeds of an insurance claim are paid to the Borrower, and those proceeds are not to be used to restore the premises, then PHFA may claim its right to a proportional share of such proceeds to satisfy any remaining indebtedness.

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 PHFA in an amount sufficient to satisfy any outstanding indebtedness owed to PHFA.

10. PREPAYMENT PERMITTED. The Borrower may prepay the sums loaned pursuant to this Mortgage in whole or in part at any time without penalty.

11. TRANSFER OF THE PROPERTY; DUE ON SALE. If all or any part of the Property or an interest therein is sold or transferred by Borrower without PHFA'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 in a part of the property, not containing an option to purchase, PHFA may, at PHFA's option, declare all the sums secured by this Mortgage to be immediately due and payable.

12. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the other loan documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. FOREBEARANCE BY PHFA NOT A WAIVER. Any forbearance by PHFA 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 at any appropriate time.

14. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that any provision or clause of this Mortgage, the Note or the Delinquent Mortgage Repayment Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note or the Delinquent Repayment Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note and the Delinquent Mortgage Repayment Agreement are declared to be severable.

15. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, administrators, executors and/or assigns of PHFA and Borrower.

16. 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 first class or registered or certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to PHFA as provided herein, and (b) any notice to PHFA shall be given by first class or registered or certified mail, return receipt requested, to PHFA's address stated herein or to such other address as PHFA 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 PHFA when given in the manner designated herein.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WITNESS:

<u>Cheryl L. McLaughlin</u>	<u>Gregory J. Hess</u> (SEAL) Borrower
<u>Cheryl L. McLaughlin</u>	<u>John Hess</u> (SEAL) Borrower

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

: SS:

On this, the 7th day of December, 1984, before me, William A. Bennett, the undersigned officer, personally appeared Gregory A. Hess and Joann Hess, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

William A. Bennett
WILLIAM A. BENNETT, Notary Public
Harrisburg, Cumberland County, Pa.
My Commission Expires Sept. 26, 1988
(SEAL)

I hereby certify that the principal place of business and complete post office address of the within-named Mortgagee is, and after recordation this Mortgage should be returned to:

Pennsylvania Housing Finance Agency
2101 North Front Street
P. O. Box 8029
Harrisburg, Pennsylvania 17105-8029

Please mail this Mortgage to the above post office address.

By William A. Bennett
Attorney for Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia 4:16pm

: SS:

RECORDED on this 7th day of December, 1984, in the Office of the Recorder of Deeds in and for said County, in Mortgage Book Record, Volume 341, Page 225.

GIVEN UNDER my hand and seal of office the date above written.

Beverly J. Michael
Recorder of Deeds

Deanne M. Schmit, Dep

Mortgage - H.E.M.A.P.
page 6 of 6
8/24/84

BOOK 341 PAGE 230

OFFICE OF
JOHN R. ADLER



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

Heller
234-4178

PHONE:
717-784-1991

SHERIFF'S SALE WORKING OUTLINE

	DATE SENT	DATE REC.
* RECEIVE AND TIME STAMP	✓	
*	✓	
* DOCKET AND INDEX	✓	
* SET FILE UP		
* CHECK FOR PROPER INFO		
3 WRITS OF EX.	✓	
3 COPIES OF DESCRIPTION		
3 COPIES OF DESCRIPTION	✓	
WHEREABOUTS OF DEFENDANTS	✓	
NON-MILITARY AFFIDAVIT	✓	
3 NOTICES OF SHERIFF'S SALE	✓	
WATCHMAN RELEASE FORM	✓	
* SET SALE DATE AND ADV. DATES (POST ON CALANDER)	3-27-86	
<i>Sale - May 29, 1986, 10:45 AM</i>		
* FILL IN EXECUTION NO'S ON PAPERS		
* SET DISTRIBUTION DATES :		
FILE DATE WITHIN WEEK OF SALE <i>By 10:00 AM</i>		
PAY DATE AFTER 10 DAYS OF FILING		
* FILL IN DISTRIBUTION DATES ON SALE NOTICE <i>3-27-86</i>		
* 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 <i>Description</i>		

*Served
the
cert
mail
cert 6-10*

*Signed
4-10*

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 - COPY
- * 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.
4-14	
4-7	
4-4-86	
4-22	
Rotberg & Keystone	4-22
4-22	
4-22	
5-8-86	



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

LeRoy S. Zimmerman
ATTORNEY GENERAL

April 24, 1986

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

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

RE: Scheduled Sheriff's Sale
May 29, 1986

Dear Deputy Breech:

This office has no claim against Gregory A. Hess or Joann Hess. This does not mean, however, that the Commonwealth has no claim, as we have only those claims referred to us, principally by the Department of Revenue.

I note from the computer that the Department of Revenue does have a claim of \$723.05 against a Gregory A. Hess of Berwick, who does business as Greg's Repair Shop. Whether or not this is the same Gregory A. Hess, I do not know.

There can also be claims from other departments, of which we would have no means of knowing.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom C. Zerbe, Jr.", with a long horizontal flourish extending to the right.

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

787-3911



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

LeRoy S. Zimmerman
ATTORNEY GENERAL

April 24, 1986

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

Ms. Connie Breech
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There can also be claims from other departments, of which we would have no means of knowing.

Very truly yours,

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

787-3911

Ray White

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

SHERIFF'S SALE
By virtue of a Writ of Execution No. 14 of 1986, E.D. 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

May 29, 1986
at 10:45 a.m.

... Paul R. Eyerly, III, being duly and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg of Pennsylvania, and was established on the 1st day of March 1901 (except Sundays and Legal Holidays) continuously in said daily (except Sundays and Legal Holidays) continuously in said the date of its establishment; that hereto attached is a advertisement in the above entitled proceeding which appeared on May 8, 15, 22 exactly as printed and published; that the affiant is one of the newspaper in which legal advertisement or notice was published; Press-Enterprise are interested in the subject matter of said publication that all of the allegations in the foregoing statement as to publication are true.

law deposes
principal office
in and State
published
State since
notice or
newspaper
1986
ers of said
affiant nor
ment, and
aracter of

in the forenoon. All the right, title and interest of the Defendants, Gregory A. Hess and Joann Hess, in and to:
ALL those certain three lots of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:
BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the southeasterly corner of land now or late of John Stuban; thence along the easterly line of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet to a steel pin on the southerly side of Sixth Avenue; thence along the southerly line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin on the Westerly line of Mercer Street; thence along the westerly line of Mercer Street South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to the place of beginning.

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

My C

MATTHEW J. BLOOMSBURG BEING THE SAME premises which Phyllis J. Eisenhauer by deed dated December 19, 1980 and recorded in Columbia County Deed Book 300, Page 726 granted and conveyed unto Gregory A. Hess and Joann Hess.

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

SEIZED in execution as the property of Gregory A. Hess and Joann Hess under Judgment No. 157 of 1986, Columbia County, Pa.
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
Purcell, Nissley,
Krug and Haller
Leon P Haller, Esq

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. 14 of 1986

WRIT OF EXECUTION

SERVICE ON GREGORY A. HESS AND JOANN HESS

ON APRIL 10 1986 AT _____, 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, GREGORY A. HESS AND JOANN HESS at 1308 CHESTNUT ST.
BERWICK, PA. by HANDING THEM A COPY

OF THE WRIT THRU CERTIFIED MAIL. SIGNED BY GREGORY HESS.
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 L. Adler
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 14th day of April, 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 3871, 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:

- | | |
|---|----------------------------------|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> 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,

A handwritten signature in dark ink, appearing to read "T. C. Zerbe, Jr.", with a long horizontal stroke extending to the right.

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

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. *Mr. Zerba*

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

4. Type of Service:	Article Number
<input type="checkbox"/> Registered <input type="checkbox"/> Insured	P 307 194 067
<input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD	
<input type="checkbox"/> Express Mail	

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

5. Signature - Addressee

X

6. Signature - Agent

X

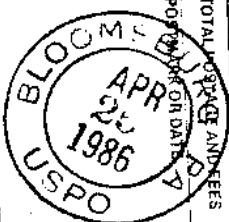
7. Date of Delivery

APR 28 1996

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

DOMESTIC RETURN RECEIPT

PS Form 3800, Apr. 1976



POSTAGE AND
FEE PAID
BLOOMSBURG, PA
APR 25 1986
USPO

POSTAGE AND
FEE PAID
BLOOMSBURG, PA
APR 25 1986
USPO

CONSULT POSTMASTER FOR FEES	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	
SPECIAL DELIVERY	✓
RESTRICTED DELIVERY	✓
SHOW TO WHOM AND DATE DELIVERED	✓
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	✓
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	✓
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	✓
TOTAL POSTAGE AND FEES	\$1.84

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

P 307 194 067
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

PS Form 3800, Apr. 1976



POSTAGE AND
FEE PAID
BLOOMSBURG, PA
APR 25 1986
USPO

CONSULT POSTMASTER FOR FEES	
OPTIONAL SERVICES	
RETURN RECEIPT SERVICE	
SPECIAL DELIVERY	✓
RESTRICTED DELIVERY	✓
SHOW TO WHOM AND DATE DELIVERED	✓
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	✓
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	✓
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	✓
TOTAL POSTAGE AND FEES	\$1.84

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

P 307 194 062
RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

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 Harkins
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

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,

Gennie 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: Keystone Water Co.
P.O. Box 313
Milton, PA 17847

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: Joan Sherman Rothery
R.D. #3
Berwick, PA 18603

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 22, 1986

Dear Sirs:

We have a Sheriff's Sale scheduled for the attached property on May 29, 1986.

Please notify us by return mail if you have any claims against the property described.

Thank you very much. If you have any questions, please feel free to contact this office.

Very truly yours,

Connie Breech
Deputy Sheriff

CB/sl

Enc.

LIEN CERTIFICATE

Date April 22, 1986

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1985, in Washington County are as follows:

Owner or Reputed Owner: Wesley A. & Jane

Former Owner: Ernestine

Parcel No. 011-177-2 Deed & Page 300 - 700

Description Lots 1776-1777-1778 (6th Ave.)

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985		9.50		7.50
TCB FEE				10.00
TOTAL				19.50

The above figures represent the amounts due during the month of June 1986

Requested by: Shirley A. Bae

~~Fee \$2.00~~

COLUMBIA COUNTY TAX CLAIM BUREAU

J. Long
Director

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. 14 of 1986

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

5/9/86 13:30 hrs POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF GREGORY A. & JOANN HESS

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
16th day of May, 1986

Tami B. Kline

by: Dorothy Long

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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

FLEET REAL ESTATE FUNDING CORP.,
PLAINTIFF

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

vs.

GREGORY A. HESS AND
JOANN HESS,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. _____ 14 _____ 19 ⁸⁶ E.D.

No. _____ 19 _____ A.D.

No. _____ 157 _____ 19 ⁸⁶ J.D.

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

Real Estate at 1400 Sixth Avenue, Briar Creek, Berwick, PA 18603

Principal Due	4/1/86	\$	25,214.30
Interest to sale date			2,547.09
Late charges to sale date			105.28
Escrow deficit			53.07
5% Attorney's fees		\$	1,395.99
TOTAL WRIT		\$	29,315.73

Dated 3-24-86

(SEAL)

Prothonotary

By: Helene K. Linn

Deputy

FLEET REAL ESTATE FUNDING CORP., : IN THE COURT OF COMMON PLEAS
PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
VS. : CIVIL ACTION - LAW
GREGORY A. HESS AND : NO. 157 1986
JOANN HESS, :
DEFENDANTS : IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held:

DATE: May 29, 1986 at 10:45 a.m.

TIME: Columbia County Courthouse

LOCATION: Bloomsburg, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED.)

THE LOCATION of your property to be sold is:

1400 Sixth Avenue

Briar Creek

Berwick, PA 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 157 - 1986 COLUMBIA COUNTY

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) of this property is:

GREGORY A. HESS AND

JOANN HESS

A SCHEDULE OF DISTRIBUTION, being a list of the persons, and/or governmental or corporate entitles or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you.

It may cause your property to be held to be sold or taken to pay the Judgment.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

COURT ADMINISTRATOR

Columbia County Courthouse

Bloomsburg, PA 17815

Telephone: 717-784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL those certain three lots of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the southeasterly corner of land now or late of John Stuban; thence along the easterly line of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet to a steel pin on the southerly side of Sixth Avenue; thence along the southerly line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin on the westerly line of Mercer Street; thence along the westerly line of Mercer Street South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to a steel pin at the southeasterly corner of land now or late of John Stuban, aforesaid, the place of beginning.

BEING THE SAME PREMISES which Phyllis J. Eisenhower by deed dated December 19, 1980 and recorded in Columbia County Deed Book 300, Page 726 granted and conveyed unto Gregory A. Hess and Joann Hess.

SEIZED in execution as the property of Gregory A. Hess and Joann Hess under Judgment No. 157 1986, Columbia County, PA.

LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET
HARRISBURG, PENNA. 17102
(717) 234-4178

JOSEPH NISSLEY (1910-1982)

1135 E. CHOCOLATE AVE.
HERSHEY, PA. 17033
(717) 533-3836

WEST SHORE OFFICE
(717) 761-6034

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL, JR.
VALERIE A. POTTEIGER

June 26, 1986

Court House
Sheriff's Office
Bloomsburg, PA

Re: 157 1986
HESS

Dear Connie:

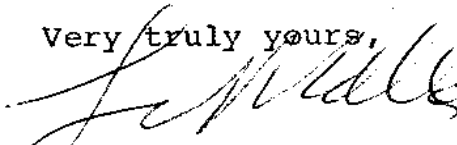
Enclosed are affidavits of value for the deed to be recorded as a result of the Sheriff's Sale held this date in the above matter. The deed grantee should be:

FLEET REAL ESTATE FUNDING CORP.
P.O. Drawer-F-20
Florence SC 29501

Additionally, please call us the day the deed is recorded and have the Recorder's office forward the original deed to me upon recording.

Thank you for your cooperation. Please call if you need anything further.

Very truly yours,



Leon P. Haller

LPH:sd
Enc.



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

JUDICIAL SALE REALTY TRANSFER TAX AFFIDAVIT OF VALUE

Please Print or Type
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. If more space is needed, attach additional sheet(s).

A TRANSFER DATA

Grantor(s) <u>Sheriff of Columbia County</u>			Grantee(s) <u>Fleet Real Estate Funding Corp.</u>		
Street Address <u>Court House</u>			Street Address <u>P.O. Drawer-E-20/324 West Evans St.</u>		
City <u>Bloomsburg</u>	State <u>PA</u>	Zip Code <u>17815</u>	City <u>Florence</u>	State <u>SC</u>	Zip Code <u>29501</u>

B PROPERTY LOCATION

Street Address <u>1400 Sixth Avenue</u>		Tax Parcel Number <u>7-2A-3</u>
City, Township, Borough <u>Briar Creek Township</u>		County <u>Columbia</u>

C FORECLOSURE DATA

Plaintiff - Enter Complete Name:
Fleet Real Estate Funding Corp.

Defendant - Enter Complete Name:
Gregory A. Hess and Joann Hess

Name of Successful Bidder:
Fleet Real Estate Funding Corp.

D VALUATION DATA

NOTE: TOTAL CALCULATIONS MUST BE SHOWN IN ALL COLUMNS	JUDGMENT PLUS PRIOR LIENS	BID PRICE	ASSESSED VALUE
Highest Assessed Value			\$
Judgment Plus Interest	\$		
Bid Price		\$	
Prior Recorded Lien	\$	\$ 827.46	
Prior Recorded Mortgage	\$	\$	
Prior Recorded Mortgage	\$	\$	
Unpaid Real Estate Taxes	\$	\$	
Water Rent Due	\$	\$	
Sewage Rent Due	\$	\$	
Attorney Fees	\$	\$	
Other (Costs, etc.)	\$	\$	
TOTAL	\$	\$ 827.46	\$

E EXEMPTION DATA

1. Amount of Exemption Claimed <u>100%</u>	Percentage of Interest Conveyed <u>100%</u>
---	--

2. Check Appropriate Box Below for Exemption Claimed.

- ☐ Transfer to mortgagee instituting sale
- ☒ Transfer to municipality acquiring tax delinquent property
- ☐ Transfer to Farmers Home Administration, Veterans Administration or similar Federal agency, if mortgage
- ☐ Other (Please explain exemption claimed if other than those listed above.)

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

Signature of Preparer

Date 6/26/86

(SEE REVERSE SIDE)

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

May 29, 1986

Leon P. Haller, Esq.
1719 North Front Street
Harrisburg, PA 17102

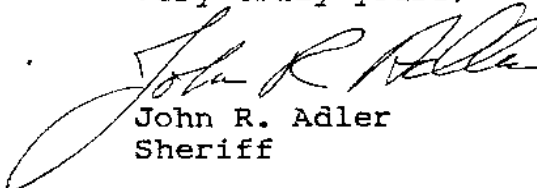
Dear Sir:

Per a phone conversation with your office today,
we have rescheduled the Gregory Hess sale for
June 26 at 10:00 a.m.

This was changed in response to a phone call received
yesterday from Sharon Dunn of your office.

Please send us your request for postponement and the
reason for the request in writing as soon as possible,
so that our records will be complete.

Very truly yours,


John R. Adler
Sheriff

sl

FLEET REAL ESTATE FUNDING CORP.,
PLAINTIFF

IN THE COURT OF COMMON PLEAS
~~GREYS-COUNTY, PENNSYLVANIA~~
COLUMBIA COUNTY, PENNSYLVANIA

vs.

GREGORY A. HESS AND
JOANN HESS,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. _____ 14 _____ 19⁸⁶ E.D.

No. _____ 19 _____ A.D.

No. _____ 157 _____ 19⁸⁶ J.D.

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

Real Estate at 1400 Sixth Avenue, Briar Creek, Berwick, PA 18603

Principal Due 4/1/86	\$	25,214.30
Interest to sale date		2,547.09
Late charges to sale date		105.28
Escrow deficit		53.07
5% Attorney's fees	\$	1,395.99
TOTAL WRIT	\$	29,315.73

Dated 3-24-86

(SEAL)

Prothonotary

By: Helen K. Leun

Deputy

TAX NOTICE

BRIARCREEK TWP

MAKE CHECKS PAYABLE TO:

JOAN M ROTHERY

R. D. #3 BOX 3512

BERWICK, PA. 18603

HOURS TUES & THUR 6 TO 9

WED 1 TO 4 & 6 TO 9

DEC BY APT ONLY

PHONE 717-759-2113

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
A
L Hess, Gregory A & Joann
T
O

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY

DATE 03/01/86 BILL NO. b0632

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT FACE	DATE DUE	INCL. PENALTY
Light Tax			22.89	23.36		24.53
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE						
PAYMENTS AMOUNT			22.89 APR 30 IF PAID ON OR BEFORE	23.36 JUN 30 IF PAID ON OR BEFORE	24.53 JULY 1 IF PAID AFTER	

PENALTY A PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%ACCT NO.
PARCELTHIS TAX RETURNED
TO COURT HOUSE
JANUARY 23, 1987

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

RECD BY

TAX NOTICE

BRIARCREEK TWP

MAKE CHECKS PAYABLE TO:

JOAN M ROTHERY
R. D. #3 BOX 3512
BERWICK, PA. 18603

HOURS TUES & THUR 6 TO 9
WED 1 TO 4 & 6 TO 9
DEC BY APPT ONLY
PHONE 717-759-2118

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M HESS, GREGORY A
1400 SIXTH AVENUE
BERWICK, PA. 18603

IF YOU DESIRE A RECEIPT ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY

DATE 03/01/86 BILL NO. 20720

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	FACE	INCL. PENALTY
CNTY-PER CAPITA			4.90	5.00		5.50
BORO/TWP P. C.			4.90	5.00		5.25
PAY THIS AMOUNT			9.80	10.00	10.75	
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			APR 30 IF PAID ON OR BEFORE	JUN 30 IF PAID ON OR BEFORE	JULY 1 IF PAID AFTER	

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%
ACCT NO. 71247
PARCEL
OCC. LABORER 100

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

TAX NOTICE

BRIARCREEK TWP

MAKE CHECKS PAYABLE TO:

JOAN M ROTHERY
R. D. #3 BOX 3512
BERWICK, PA. 18603

HOURS TUES & THUR 6 TO 9
WED 1 TO 4 & 6 TO 9
DEC BY APPT ONLY
PHONE 717-759-2118

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M HESS, JO ANN
1400 SIXTH AVENUE
BERWICK, PA. 18603

IF YOU DESIRE A RECEIPT ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY

DATE 03/01/86 BILL NO. 20725

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	FACE	INCL. PENALTY
CNTY-PER CAPITA			4.90	5.00		5.50
BORO/TWP P. C.			4.90	5.00		5.25
PAY THIS AMOUNT			9.80	10.00	10.75	
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			APR 30 IF PAID ON OR BEFORE	JUN 30 IF PAID ON OR BEFORE	JULY 1 IF PAID AFTER	

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%
ACCT NO. 71248
PARCEL
OCC. HOUSEWIFE

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

FLEET REAL ESTATE FUNDING CORP., : IN THE COURT OF COMMON PLEAS
PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
:
VS. : CIVIL ACTION - LAW
:
GREGORY A. HESS AND : NO. 157 1986
JOANN HESS, :
DEFENDANTS : IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held:

DATE: May 29, 1986 at 10:45 a.m.

TIME: Columbia County Courthouse

LOCATION: Bloomsburg, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED.)

THE LOCATION of your property to be sold is:

1400 Sixth Avenue
Briar Creek
Berwick, PA 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 157 - 1986 COLUMBIA COUNTY

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) of this property is:

GREGORY A. HESS AND

JOANN HESS

A SCHEDULE OF DISTRIBUTION, being a list of the persons, and/or governmental or corporate entitles or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you.

It may cause your property to be held to be sold or taken to pay the Judgment.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

COURT ADMINISTRATOR

Columbia County Courthouse

Bloomsburg, PA 17815

Telephone: 717-784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL those certain three lots of land situate in the Township of Briar Creek,
County of Columbia and State of Pennsylvania, bounded and described as follows,
to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the southeasterly corner of land now or late of John Stuban; thence along the easterly line of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet to a steel pin on the southerly side of Sixth Avenue; thence along the southerly line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin on the westerly line of Mercer Street; thence along the westerly line of Mercer Street South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to a steel pin at the southeasterly corner of land now or late of John Stuban, aforesaid, the place of beginning.

BEING THE SAME PREMISES which Phyllis J. Eisenhower by deed dated December 19, 1980 and recorded in Columbia County Deed Book 300, Page 726 granted and conveyed unto Gregory A. Hess and Joann Hess.

SEIZED in execution as the property of Gregory A. Hess and Joann Hess under Judgment No. 157 1986, Columbia County, PA.

Shupf

FLEET REAL ESTATE FUNDING CORP. : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
-vs- : NO. 157 1986
GREGORY A. HESS AND JOANN HESS : IN MORTGAGE FORECLOSURE
Defendant : CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DAUPHIN : SS:
:

I, LEON P. HALLER, ESQUIRE, of Purcell, Nissley, Krug & Haller, attorneys for Plaintiff in the above action, hereby swear and affirm that service of the attached Notice of Sheriff's Sale was made upon the following individual(s) or institution(s) by depositing a true and correct copy of same in the United States Mail, first class, postage prepaid, and also by United States Certified Mail, evidenced by the number set forth opposite the name of the addressee, at Harrisburg, Pennsylvania, on April 11, 1986 198 .

See attached list of creditors

SWORN to and subscribed
before me this 11th day
of April, 1986.


Leon P. Haller

Notary Public

My comm. ~~6XP~~ ^{met R. Wolfe. NOTARY PUBLIC}
My Commission Expires Sept. 4, 1989
Harrisburg PA Dauphin County

LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET

HARRISBURG, PENNSYLVANIA 17102-2392

(717) 234-4178

April 11, 1986

JOHN W. PURCELL

HOWARD B. KRUG

LEON P. HALLER

JOHN W. PURCELL, JR.

VALERIE A. POTTEIGER

JOSEPH NISSLEY 11910 19821

1099 GOVERNOR RD.

P. O. BOX 571

HERSHEY, PA. 17033

(717) 533-3836

WEST SHORE

(717) 761-6034

TO: ALL CREDITORS
SEE ATTACHED LIST

Re: GREGORY A. HESS AND
JOANN HESS
1400 Sixth Avenue
Berwick, PA 18603

NOTICE OF SHERIFF'S SALE

The court records indicate that you hold a judgment against the above individual(s). Please be advised that a Sheriff's Sale of the above real estate is scheduled for May 29, 1986 at 10:45 A.M. at Columbia County Courthouse, Bloomsburg, PA 17815.

The purpose for giving you notice of the Sheriff's Sale is that your judgment represents a junior lien on the aforementioned property and that your lien will be divested at the Sheriff's Sale.

If you have any questions regarding this notice please contact your attorney.

Very truly yours,

Leon P. Haller

LPH/m

Re: Gregory A. Hess and Joann Hess
1400 Sixth Avenue
Berwick, PA 18603

Creditors:

Thorp Consumer Discount Co.
301 Market Street
Berwick, PA 18603

PA Housing Finance Agency
P.O. Box 8029
2101 N. Front Street
Harrisburg, PA 17105

Geisinger Medical Center
Academy Avenue
Danville, PA 17821

First Eastern Bank, N.A.
363 Market Street
Berwick, PA 18603

ITT Financial Services
301 Market Street
Berwick, PA 18603

FLEET REAL ESTATE FUNDING CORP., : IN THE COURT OF COMMON PLEAS
PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
:
VS. : CIVIL ACTION - LAW
:
GREGORY A. HESS AND : NO. 157 1986
JOANN HESS, :
DEFENDANTS : IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held:

DATE: Thursday May 29, 1986
TIME: 10:45 A.M.
Columbia County Courthouse
LOCATION: Bloomsburg, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED.)

THE LOCATION of your property to be sold is:

1400 Sixth Avenue

Briar Creek

Berwick, PA 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 157 - 1986 COLUMBIA COUNTY

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) of this property is:

GREGORY A. HESS AND

JOANN HESS

A SCHEDULE OF DISTRIBUTION, being a list of the persons, and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

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COURT ADMINISTRATOR

Columbia County Courthouse

Bloomsburg, PA 17815

Telephone: 717-784-1991 Ext. 267

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SHERIFF

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL those certain three lots of land situate in the Township of Briar Creek,
County of Columbia and State of Pennsylvania, bounded and described as follows,
to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the south-
easterly corner of land now or late of John Stuban; thence along the easterly line
of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet
to a steel pin on the southerly side of Sixth Avenue; thence along the southerly
line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin
on the westerly line of Mercer Street; thence along the westerly line of Mercer Street
South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of
Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek
Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to a steel pin at the
southeasterly corner of land now or late of John Stuban, aforesaid, the place of
beginning.

BEING THE SAME PREMISES which Phyllis J. Eisenhower by deed dated
December 19, 1980 and recorded in Columbia County Deed Book 300,
Page 726 granted and conveyed unto Gregory A. Hess and Joann Hess.

SEIZED in execution as the property of Gregory A. Hess and
Joann Hess under Judgment No. 157 1986, Columbia County, PA.

BRIARCREEK TWP
CHECKS PAYABLE TO:
N M ROTHERY
D. #3 BOX 3512
BERWICK, PA. 18603
TUES & THUR 6 TO 9
1 TO 4 & 6 TO 9
BY APPT ONLY
717-759-2118

ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

Hess, Gregory A & Joann

YOU DESIRE A RECEIPT - ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

NOTICE
BRIARCREEK TWP
CHECKS PAYABLE TO:

N M ROTHERY
D. #4 BOX 4502
BERWICK, PA. 18603

TUES & THUR 6 TO 9
1 TO 4 & 6 TO 9
BY APPT ONLY
717-759-2118

ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

HESS, GREGORY A & JOANN
1400 SIXTH AVENUE
BERWICK, PA 18603

YOU DESIRE A RECEIPT - ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

NOTICE
BRIARCREEK TWP
CHECKS PAYABLE TO:

N M ROTHERY
D. #3 BOX 3512
BERWICK, PA. 18603

TUES & THUR 6 TO 9
1 TO 4 & 6 TO 9
BY APPT ONLY
717-759-2118

ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

HESS, JO ANN
1400 SIXTH AVENUE
BERWICK, PA. 18603

YOU DESIRE A RECEIPT - ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

COLUMBIA COUNTY					DATE	BILL NO
DESCRIPTION	ASSESSMENT	S	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
Light Tax			22.89		23.36	24.53
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			22.89 APR 30 IF PAID ON OR BEFORE		23.36 JUN 30 IF PAID ON OR BEFORE	24.53 JULY 1 IF PAID AFTER
PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5%			THIS TAX RETURN TO COURT HOUSE JANUARY 23, 198			
ACCT NO. PARCEL			RECD BY			

PAY THIS AMOUNT →

Handwritten: 7-9-84 SHERIFF SALE

FOR BERWICK AREA SCHOOL DISTRICT					DATE	BILL NO
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
SCHOOL R.E.	1980	107.00	207.62		211.86	222.4
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			207.62 AUG 31 IF PAID ON OR BEFORE		211.86 OCT 31 IF PAID ON OR BEFORE	222.4 NOV 1 IF PAID AFTER
PENALTY AT PROPERTY DESCRIPTION SCHOOL 5%			THIS TAX RETURN TO COURT HOUSE JANUARY 23, 1987			
ACCT NO. 02886 PARCEL 07-2A-3 PARTIAL L-157.5X142.5AV BUILDINGS			RECD BY			
TOTAL			1,980			

PAY THIS AMOUNT →

Handwritten: 7-9-84 SHERIFF SALE

FOR COLUMBIA COUNTY					DATE	BILL NO
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
CNTY-PER CAPITA BORO/TWP P. C.			4.90 4.90		5.00 5.00	5.50 5.25
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			9.80 APR 30 IF PAID ON OR BEFORE		10.00 JUN 30 IF PAID ON OR BEFORE	10.75 JULY 1 IF PAID AFTER
PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5%			TAXES BECOME DELINQUENT 120 DAYS AFTER BILLING			
ACCT NO. 71248 PARCEL OCC. HOUSEWIFE			RECD BY			

PAY THIS AMOUNT →

Handwritten: 7-9-84 SHERIFF SALE

NOTICE

BRIARCREEK TWP
CHECKS PAYABLE TO:
N M ROTHERY
D. #3 BOX 3512
WICK, PA. 18603

TUES & THUR 6 TO 9
1 TO 4 & 6 TO 9
BY APPT ONLY
717-759-2118

ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

HESS, GREGORY A
1400 SIXTH AVENUE
BERWICK, PA. 18603

DESIRE A RECEIPT ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY						DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT FACE	DUE	INCL. PENALTY
CNTY-PER CAPITA			4.90		5.00		5.50
BORO/TWP P. C.			4.90		5.00		5.25
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.				9.80	10.00	10.75	
				APR 30	JUN 30	JULY 1	
				IF PAID ON OR BEFORE	IF PAID ON OR BEFORE	IF PAID AFTER	

PAY THIS AMOUNT



PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%
ACCT NO. 71247
PARCEL

OCC. LABORER

100

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

TAXES BECOME DELINQUENT 120 DAYS AFTER BILLING

Rothery
7-9-X4
SHERIFF SALE

LIST OF LIENS

VERSUS

Gregory A. Hess and Joann Hess

Court of Common Pleas of Columbia County, Pennsylvania.

Frank Brust

versus

Gregory A. & JoAnn Hess

No. 293 of Term, 1984
Real Debt ||\$ 3,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 8, 1984
Nature of Lien Judgment Note

Geisinger Medical Center

versus

Gregg & Joann Hess

No. 608 of Term, 1985
Real Debt ||\$ 1,831.50
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien August 13, 1985
Nature of Lien Default Judgment

Commonwealth of Pennsylvania

Dept. of Revenue

versus

Gregory Hess

No. 1071 of Term, 1985
Real Debt ||\$ 663.42
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Sept. 30, 1985
Nature of Lien Sales & Use Tax Lien

ITT Financial Services

versus

Gregory A. Hess

No. 1266 of Term, 1986
Real Debt ||\$
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 21, 1986
Nature of Lien Default Judgment

Fleet Real Estate Funding Corp.

versus

Gregory A. & Joann Hess

No. 157 of Term, 1986
Real Debt ||\$ 28,612.18
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 24, 1986
Nature of Lien Default Judgment

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 8, 1986

Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815

Dear Sirs:

Enclosed is a check for the amount of \$152.66 for advertisement costs incurred thru the Gregory Hess Sheriff's Sale.

If you would have any questions, please contact Connie Breech.

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 8, 1986

Keystone Water Company
P.O. Box 313
Milton, Pa. 17847

Dear Sirs:

Enclosed is a check for the amount of \$167.90 for past due water bills collected thru the Gregory Hess Sheriff's Sale.

If you would have any question, please contact Connie Breech.

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 8, 1986

Joan Sherman Rothery
Tax Collector
R.D.#3
Berwick, Pa. 18603

Dear Ms. Rothery:

Enclosed is a check for the amount of \$253.65 for past due taxes collected thru the Gregory Hess Sheriff's Sale.

If you would have any questions, please contact Connie Breech.

Sincerely,

Connie Breech
Deputy Sheriff

jsc

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

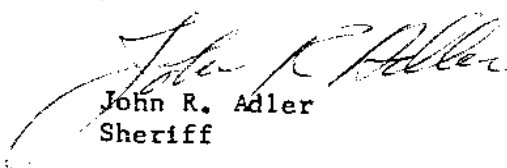
Gentlemen:

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

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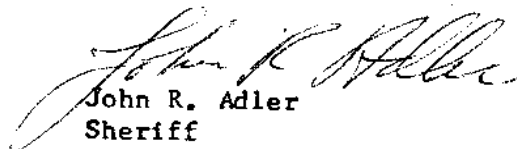
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JRA/sl

Enclosures - 3

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

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FLEET REAL ESTATE FUNDING CORP.,
PLAINTIFF

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

vs.

GREGORY A. HESS AND
JOANN HESS,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. 14 19 86 E.D.

No. 19 A.D.

No. 157 19 86 J.D.

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

Real Estate at 1400 Sixth Avenue, Briar Creek, Berwick, PA 18603

Principal Due <u>4/1/86</u>	\$	25,214.30
Interest to sale date <u>4/1/86</u>		2,547.09
Late charges to sale date <u>4/1/86</u>		105.28
Escrow deficit		53.07
5% Attorney's fees	\$	1,395.99
TOTAL WRIT	\$	29,315.73

Dated 3-24-86

(SEAL)

Prothonotary

By: Helen K. Linn

Deputy

FLEET REAL ESTATE FUNDING CORP.,
PLAINTIFF

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

vs.

GREGORY A. HESS AND
JOANN HESS,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. _____ 14 _____ 19⁸⁶ E.D.

No. _____ 19 _____ A.D.

No. _____ 157 _____ 19⁸⁶ J.D.

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

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COUNTY OF COLUMBIA

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Dated 3-24-86

(SEAL)

Prothonotary

By:

Helen E. Linn
Deputy

FLEET REAL ESTATE
FUNDING CORP.,
PLAINTIFF

VS.

GREGORY A. HESS AND
JOANN HESS,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS OF
: COLUMBIA COUNTY, PENNSYLVANIA
: TERM,
: CIVIL ACTION - LAW
: NO. 157 1986
:
: IN MORTGAGE FORECLOSURE
: ~~SUPREME COURT NO.~~

AFFIDAVIT OF NON-MILITARY SERVICE

Dorothy D. Bateman, being duly sworn according to law, deposes and says that she makes this affidavit on behalf of the within Plaintiff, being authorized so to do, and that on information and belief, she has knowledge of the following facts, to wit:

1. That the above named Defendant, Gregory A. Hess is about 21 years of age; that his last known residence is _____ and that he is married to Joann Hess and that he is employed by unknown.

2. That the Defendant, Joann Hess is about 21 years of age; that her last known residence is _____ and that she is married to

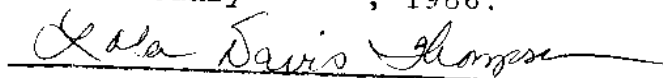
Gregory A. Hess and that she is employed by unknown.

3. That Defendants are not in the Military or Naval Service of the United States or its Allies, or otherwise within the provisions of the Soldier's and Sailors' Civil Relief Act of Congress of 1940 and its Amendments.



Dorothy D. Bateman
Vice President

SWORN TO and SUBSCRIBED:
before me this 3rd day:
of February, 1986:



Notary Public

MY COMMISSION EXPIRES: 10/28/92

FLEET REAL ESTATE FUNDING CORP.,	:	IN THE COURT OF COMMON PLEAS OF
PLAINTIFF	:	COLUMBIA COUNTY, PENNSYLVANIA
VS.	:	
	:	CIVIL ACTION - LAW
GREGORY A. HESS AND	:	
JOANN HESS,	:	NO. 157 1986
DEFENDANTS	:	IN MORTGAGE FORECLOSURE

14 1086

PLAINTIFF'S AFFIDAVIT TO
ACCOMPANY WRIT OF EXECUTION
PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County, LEON P. HALLER, ESQUIRE, who, being duly sworn according to law deposes and says that he is the agent and attorney for the Plaintiff in the above-captioned action, and that as such agent is duly authorized to make this Affidavit on Plaintiff's behalf and avers as follows:

1. That the correct address of the premises which is the subject of this Mortgage Foreclosure proceeding is:

1400 Sixth Avenue, Briar Creek, Berwick, PA 18603

2. That he has made a good faith investigation as to the whereabouts of the defendant(s) and/or owner(s), including but not limited to an investigation of the records of the United States Postal Service, the Taxing Authorities of the appropriate city, township, borough and/or municipality and the Telephone Directory of the area or surrounding community where the defendant(s) last resided and the Telephone Directory of the area or surrounding community of the property in question, and after such investigation he avers:

(a) That to the best of his knowledge, information and belief, the name(s) and last known address(es) of the owner(s) of said premises:

Gregory A. Hess and Joann Hess
1400 Sixth Avenue
Berwick, PA 18603

b) That to the best of his knowledge, information and belief, the name(s) and last known address(es) of the defendant(s) in the Judgment in the above-captioned matter, if different from that listed in 2(a):

(c) That although the addresses set forth in paragraphs 2(a) and (b) are the last known addresses of defendant(s) and/or owner(s), the exact whereabouts of the following defendant(s) and/or owner(s) cannot be ascertained:

3. That to the best of his knowledge, information and belief, and after having made a good faith investigation of the appropriate public records as to the identity and whereabouts of all judgment creditors, lienholders, mortgagees and other persons who have an interest in or lien of record on the subject premises, the names and last known addresses of said interested parties are as follows:

See attached list

Sworn to and subscribed:
before me this 20 day:
of March, 1986:
Janet R. Wolfe
Notary Public

Janet R. Wolfe, NOTARY PUBLIC
My Commission Expires Sept. 4, 1989
Harrisburg, PA Dauphin County

PURCELL, NISSLEY, KRUG & HALLER

By

Leon P. Haller

Re: Gregory A. Hess and Joann Hess
1400 Sixth Avenue
Berwick, PA 18603

Creditors:

Thorp Consumer Discount Co.
301 Market Street
Berwick, PA 18603

PA Housing Finance Agency
P.O. Box 8029
2101 N. Front Street
Harrisburg, PA 17105

Geisinger Medical Center
Academy Avenue
Danville, PA 17821

First Eastern Bank, N.A.
363 Market Street
Berwick, PA 18603

ITT Financial Services
301 Market Street
Berwick, PA 18603

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PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
VS. :
GREGORY A. HESS AND : CIVIL ACTION - LAW
JOANN HESS, : NO. 157 1986
DEFENDANTS : IN MORTGAGE FORECLOSURE

140856

PLAINTIFF'S AFFIDAVIT TO
ACCOMPANY WRIT OF EXECUTION
PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129

COMMONWEALTH OF PENNSYLVANIA :
: SS
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1. That the correct address of the premises which is the subject of this Mortgage Foreclosure proceeding is:

1400 Sixth Avenue, Briar Creek, Berwick, PA 18603

2. That he has made a good faith investigation as to the whereabouts of the defendant(s) and/or owner(s), including but not limited to an investigation of the records of the United States Postal Service, the Taxing Authorities of the appropriate city, township, borough and/or municipality and the Telephone Directory of the area or surrounding community where the defendant(s) last resided and the Telephone Directory of the area or surrounding community of the property in question, and after such investigation he avers:

(a) That to the best of his knowledge, information and belief, the name(s) and last known address(es) of the owner(s) of said premises:

Gregory A. Hess and Joann Hess
1400 Sixth Avenue
Berwick, PA 18603

b) That to the best of his knowledge, information and belief, the name(s) and last known address(es) of the defendant(s) in the Judgment in the above-captioned matter, if different from that listed in 2(a):

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PURCELL, NISSEY, KRUG & HALLER
By Leon P. Haller
Leon P. Haller

Re: Gregory A. Hess and Joann Hess
1400 Sixth Avenue
Berwick, PA 18603

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363 Market Street
Berwick, PA 18603

ITT Financial Services
301 Market Street
Berwick, PA 18603

SIR:

Fleet Real Estate Funding Corp.

Gregory A. Hess and Joann Hess

No. 157 - 1986

Levy upon real estate at 1400 Sixth Avenue, Briar Creek, Berwick,
PA 18603 and upon both defendants at 1400 Sixth Avenue, Berwick,
PA 18603.

LEON P. HALLER

LEON P. HALLER

COLUMBIA COUNTY SHERIFF

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TO: ~~DELIVER~~ ~~CY~~ ~~NAME~~ ~~C~~ ~~SHERIFF~~
~~YORK~~ ~~COUNTY~~ ~~COURT~~ ~~HOUSE~~
~~YORK~~ ~~PENNSYLVANIA~~ ~~17401~~
~~XXXXXX~~

SIR:

There will be placed in your hands for service a Writ (Order) of
Execution in Mortgage Foreclosure _____ Styled as follows:
Fleet Real Estate Funding Corp.

PLAINTIFF, vs.

Gregory A. Hess and Joann Hess

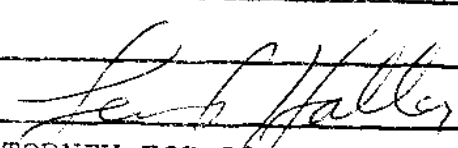
DEFENDANT (S).

No. 157 - 1986

INSTRUCTIONS

If Writ of Execution, state what shall be seized and levied upon.
If Real Estate, attach five (5) copies of description together with
the location of premises. In all services, give full information
as to parties to be served with addresses, etc.

Levy upon real estate at 1400 Sixth Avenue, Briar Creek, Berwick,
PA 18603 and upon both defendants at 1400 Sixth Avenue, Berwick,
PA 18603.



ATTORNEY FOR PLAINTIFF

LEON P. HALLER

WAIVER OF WATCHMAN

Any deputy sheriff levying upon or attaching any property under
within writ may leave same without a watchman, in custody of whomever
is found in possession, after notifying person of such levy or
attachment, without liability on the part of such deputy or the sheriff
to any plaintiff herein for any loss, destruction or removal of any
such property before sheriff's sale thereof.



ATTORNEY FOR PLAINTIFF

LEON P. HALLER

FLEET REAL ESTATE FUNDING CORP., : IN THE COURT OF COMMON PLEAS
PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
VS. : CIVIL ACTION - LAW
GREGORY A. HESS AND :
JOANN HESS, : NO. 157 1986
DEFENDANTS : IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held:

DATE: May 29, 1986 at 10:45 a.m.
TIME: Columbia County Courthouse
LOCATION: Bloomsburg, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED.)

THE LOCATION of your property to be sold is:

1400 Sixth Avenue
Briar Creek
Berwick, PA 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 157 - 1986 COLUMBIA COUNTY

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) of this property is:

GREGORY A. HESS AND

JOANN HESS

A SCHEDULE OF DISTRIBUTION, being a list of the persons, and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you.

It may cause your property to be held to be sold or taken to pay the Judgment.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

COURT ADMINISTRATOR

Columbia County Courthouse

Bloomsburg, PA 17815

Telephone: 717-784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL those certain three lots of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a steel pin on the northerly line of Briar Creek Avenue at the southeasterly corner of land now or late of John Stuban; thence along the easterly line of said land now or late of John Stuban North 2 degrees 30 minutes West 110.62 feet to a steel pin on the southerly side of Sixth Avenue; thence along the southerly line of Sixth Avenue North 73 degrees 39 minutes East 143.75 feet to a steel pin on the westerly line of Mercer Street; thence along the westerly line of Mercer Street South 16 degrees 21 minutes East 140.00 feet to a steel pin in the northerly line of Briar Creek Avenue aforesaid; thence along the northerly line of said Briar Creek Avenue South 84 degrees 29 minutes 16 seconds West 173.30 feet to a steel pin at the southeasterly corner of land now or late of John Stuban, aforesaid, the place of beginning.

BEING THE SAME PREMISES which Phyllis J. Eisenhower by deed dated December 19, 1980 and recorded in Columbia County Deed Book 300, Page 726 granted and conveyed unto Gregory A. Hess and Joann Hess.

SEIZED in execution as the property of Gregory A. Hess and Joann Hess under Judgment No. 157 1986, Columbia County, PA.