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 FRIDAY the NINETEENTH day of SEPTEMBER 19 86, at 10:30 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 MARY A. WALLICK

for the price or sum of TEN THOUSAND FIVE HUNDRED AND FOUR DOLLARS AND 00/100 CENTS ($10,504.00) Dollars

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

Sheriff's Office, Bloomsburg, Pa.

So answers

Sheriff

SHERIFF'S SALE

DISTRIBUTION SHEET

FAIRWAY CONSUMER DISCOUNT CO. VS. ROBERT A. & CAROLINE BALAZS

NO. 1331 of 1985 JD
NO. 29 of 1986 ED

DATE OF SALE: 9/19/86

Bid Price	$ 10,100.00	
Poundage	202.00	
Transfer Taxes	202.00	
Total Needed to Purchase		$ 10,504.00
Amount Paid Down		1,050.40
Balance Needed to Purchase		9,453.60

EXPENSES:

Columbia County Sheriff - Costs	$ 123.35		
Poundage	202.00	$ 325.35	
Press-Enterprise		206.12	802
Henry Printing		51.60	803
Solicitor		30.00	804
Columbia County Prothonotary		15.00	805
Columbia County Recorder of Deeds - Deed copy work		18.50	806
Realty transfer taxes		202.00	811-812
State stamps		--	
Tax Collector ( )		299.37	807
Columbia County Tax Assessment Office		82.70	
State Treasurer		4.00	809 808
Other: Lien Certificate		2.00	
Berwick Sewer		540.86	810
TOTAL EXPENSES		$ 1373.50	

Total Needed to Purchase	$
Less Expenses	
Net to First Lien Holder	$ 6,913.75
Plus Deposit	500.00
Total to First Lien Holder	$ 7,413.75 814
Total to Second Lien Holder	$1,312.75 813

THE FIRST NATIONAL BANK OF BERWICK
BERWICK, PENNSYLVANIA 18603

913867225

50-1042
223

RE: Mary Wallick

ggc

PAY TO THE ORDER OF *

FIRST NATIONAL BANK 1,000dol's00cts

DATE 9-15-86

AMOUNT $1,000.00

Sheriff of Columbia County

DRAWER: THE FIRST NATIONAL BANK OF BERWICK

Connie Stephens
AUTHORIZED SIGNATURE

TO CIT-BANK (NEW YORK STATE), N.A.:

⑆022310422⑆ 8⑈401710 913867225

SHERIFF'S SALE - COST SHEET

Fairway Consumer Discount Co. VS. Robert A. Balazs & Caroline Balazs

NO. 29 of 1986

DATE OF SALE:

SHERIFF'S COST OF SALE:

Docket & Levy	$ 14.00	
Service	18.00	
Mailing	16.35	
Advertising, Sale Bills & Newspapers	9.00	
Posting Handbills	9.00	
Mileage	18.00	
Crying/Adjourn of Sale	14.00	
Sheriff's Deed	10.00	
Distribution	9.00	
Other Copywork	6.00	
TOTAL		$ 123.35
Press-Enterprise, Inc.	$ 206.12	
Henrie Printing	51.60	
Solicitor's Services	30.00	
TOTAL		$ 287.72
PROTHONOTARY: Liens List	$ 10.00	
Deed Notarization	5.00	
Other		
TOTAL		$ 15.00
RECORDER OF DEEDS: Copywork	$ 5.00	
Deed	13.50	
Other		
TOTAL		$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 86	$ 102.49	
School Taxes, District Bwk. area, 19 86	196.88	
Delinquent Taxes, 1985, 19__, 19__ (Total Amts.)	82.70	
TOTAL		$ 382.07

MUNICIPAL RENTS:

Sewer - Municipality Boro Berwick, 19 86	$ 540.86	
Water - Municipality, 19__		
TOTAL		$ 540.86
SURCHARGE FEE: (State Treasurer)		$ 4.00
MISCELLANEOUS: Lien Certificate	$ 2.00	
TOTAL		$ 2.00
TOTAL COSTS		$1373.50

SHERIFF'S SALE - COST SHEET

Fairway Consumer Discount Co. VS. Robert A. Balazs & Caroline Balazs

NO. 29 of 1986

DATE OF SALE:

SHERIFF'S COST OF SALE:

Docket & Levy	$ 14.00	
Service	18.00	
Mailing	16.35	
Advertising, Sale Bills & Newspapers	9.00	
Posting Handbills	9.00	
Mileage	18.00	
Crying/Adjourn of Sale	14.00	
Sheriff's Deed	10.00	
Distribution	9.00	
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MISCELLANEOUS: Lien Certificate	$ 2.00	
TOTAL		$ 2.00
TOTAL COSTS		$1373.50

Sept 24 1986

No.

Received of [illegible]

[illegible] 9/100 Dollars

For [illegible]

Previous Balance $ [illegible]

Amount Paid $ 9453.60

Balance Due $ 0-

By [illegible]

PITTSBURGH SALESBOOK CO., PITTSBURGH, PA. 15203

THE FIRST NATIONAL BANK OF BERWICK
BERWICK, PENNSYLVANIA 18603

RE: Mary Wallick

913867273

PAY TO THE ORDER OF * Sheriff of Columbia County

FIRST NATIONAL BANK

9453 AND 60 CTS

50-1042
223
TS

DATE 9-19-86

AMOUNT 9453.60

DRAWER: THE FIRST NATIONAL BANK OF BERWICK

TO CITIBANK (NEW YORK STATE), N.A.

Carmie Cleaver
AUTHORIZED SIGNATURE

⑆022310422⑆ 8⑈401740 913867273

SHERIFF'S SALE
FINAL COST SHEET

Fairway Consumer Discount Co. vs. Robert A. Barkes & Caroline Barkes

NO. 29 Sep 1986

DATE OF SALE: 9-19-86

Sales Price	$ 10,100
Total Costs	1373.50
Poundage	202
2% Transfer Tax	202
Misc. Costs	—

TOTAL NEEDED TO PURCHASE $ 10,504

1050.40

Received of _____ 19__ No. _____

Dollars

For _____

Previous Balance $ _____

Amount Paid $ _____

Balance Due $ _____ By _____

PITTSBURGH SALESBOOK CO., PITTSBURGH, PA. 15205

Brwick, PA

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S): $1000.00 cert check 1st NA Beaver

$ 50.40 cash

Balance Due 9,453.60

OFFICE OF

JOHN R. ADLER

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

PHONE:
717-784-1991

OCTOBER 2, 1986

PRESS-ENTERPRISE, INC.
P.O. BOX 745
BLOOMSBURG, PA. 17815
ATT: SUSAN SHOTWELL

Dear Sue;

Enclosed are 2 checks for the advertisment of the Hidlay Oil sale ($690.50) and for the Balazs sale ($206.12). If you have any questions please feel free to our office.

CSB
Enc.2

Sincerely,

Connie Breech, Deputy

OFFICE OF

JOHN R. ADLER

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

PHONE:
717-784-1991

OCTOBER 2, 1986

GARY E. NORTON, ESQ.
238 MARKET ST.
BLOOMSBURG, PA. 17815

Dear Gary;

Enclosed is the check in the amount of $ 7,413.75 from the procedes of the Balazs Sheriff Sale held on 9/19/86. If you have any questions plaese feel free to contact our office.

CSB
Enc.

Sincerely,

Connie Breech, Deputy

OFFICE OF

JOHN R. ADLER

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

PHONE:
717-784-1991

OCTOBER 2, 1986

OFFICE OF FAIR, DEPT. OF WELFARE
P.O. BOX 8016
HARRISBURG, PA. 17105

Dear Sir/Madam;

On September 19, 1986 our office held a Sheriff's Sale on the property of Robert A. and Caroline D. Balazs located at 216 Iron St. Berwick, Pa. The Dept. of Public Welfare was listed as a junior lien holder on the property. After satisfing the first lien holders judgment we had a balance of $ 1,312.75 for which I am forwarding to you at this time. If you have any questions concerning this matter please feel free to contact our office.

CSB
Enc.

Sincerely,

Connie Breech, Deputy

TAX NOTICE BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:
CONNIE C. GINGHER
120 R EAST 3RD ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7442 ONLY

FOR COLUMBIA COUNTY

DATE	BILL NO
03/01/86	00165

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE FACE	INCL. PENALTY
COUNTY R.E.	1840	22.00	39.67	40.48	44.53
TWP/BORO R.E.		30.00	54.10	55.20	57.96
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.		PAY THIS AMOUNT	93.77	95.68	102.49
			APR 30 IF PAID ON OR BEFORE	JUN 30 IF PAID ON OR BEFORE	JULY 1 IF PAID AFTER

TAXES ARE DUE & PAYABLE PROMPT PAYMENT IS REQUESTED

MAIL TO
BALAZS, ROBERT A & CAROLINE D
214 IRON ST
BERWICK, PA 17821

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%
ACCT NO. 16031
PARCEL 04.3-4-31
PARTIAL
L-38X123 140
BUILDINGS 1,700
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
REC'D BY
TOTAL 1,840

THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1987

TAX NOTICE BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:
CONNIE C. GINGHER
120 R EAST 3RD ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7442 ONLY

FOR BERWICK AREA SCHOOL DISTRICT

DATE	BILL NO
07/01/86	00166

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE FACE	INCL. PENALTY
SCHOOL R.E.	1840	107.00	192.94	196.88	206.72
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.		PAY THIS AMOUNT	192.94	196.88	206.72
			AUG 31 IF PAID ON OR BEFORE	OCT 31 IF PAID ON OR BEFORE	NOV 1 IF PAID AFTER

TAXES ARE DUE & PAYABLE PROMPT PAYMENT IS REQUESTED

MAIL TO
BALAZS, ROBERT A & CAROLINE D
214 IRON ST
BERWICK, PA 17821

PENALTY AT PROPERTY DESCRIPTION
SCHOOL 5%
ACCT NO. 16031
PARCEL 04.3-4-31
PARTIAL
L-38X123 140
BUILDINGS 1,700
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
REC'D BY
TOTAL 1,840

THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1987

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717) 001244

344 MARKET ST. BERWICK, PA. 18603

DATE July 10, 1986

SHERIFF'S OFFICE
Court House
Bloomsburg, Pa. 17815
ATTENTION: CONNIE BREECH

STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE-August 28, 1986 Property located at 216 Iron St. Berwick, Pa.and owned by Robert Balazs. The sewer rental bill is as follows:

# 3431	MAR,APR,MAY 1986	$ 470.86
	JUN,JUL,AUG 1986	+ 70.00
		$ 540.86

Please make check payable to BOROUGH OF BERWICK along with the new oweners name and address and the date of the transfer.

CHRISTOPHER KLINGER
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID	PAID BY CHECK NO.

LAW OFFICES

ROSENN, JENKINS & GREENWALD

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PENNSYLVANIA 18711

TELEPHONE
717-826-5600

TELECOPIER
717 826-5640

DIRECT DIAL
717-826 5632

HENRY GREENWALD
COUNSEL TO THE FIRM

HAROLD ROSENN
JOSEPH J. SAVITZ
PERRY J. SHERTZ
EUGENE ROTH
HARRY R. HISCOX
DAVID E. KOFF
DANIEL G. FLANNERY
MARSHALL S. JACOBSON
MURRAY UFBERG
BRUCE C. ROSENTHAL
DONALD H. BROBST
PAULA G. BREGMAN
JOSEPH L. PERSICO
HOWARD M. LEVINSON
ALAN S. HOLLANDER
JOHN G. WHELLEY, JR.

GARRY S. TAROLI
RICHARD A. RUSSO
JAMES P. VALENTINE
MARK A. VAN LOON
LEE S. PIATT
DOROTHY LANGE MOYER
DAVID B. HISCOX
EDWARD A. MONSKY
WILLIAM L. HIGGS
MICHAEL T. SAVITSKY
MARK P. McNEALIS
THOMAS H. DINKELACKER
RICHARD P. ROGERS
RAYMOND P. WENDOLOWSKI
ROBERT D. SCHAUB
JAMES E. JOSEPH
LAUREN A. ZACCARELLI
RICHARD M. FERGUSON
ROBERT M. DANENBERG

September 11, 1986

Sheriff of Columbia County
Columbia County Courthouse
Bloomsburg, PA 17815

RE: Fairway Consumer Discount Company v. Robert A. Balazs
and Caroline D. Balazs
No. 1331 of 1985
Execution Docket 29 of 1986

Dear Sheriff:

Please recall that a Writ of Execution was filed in the above-captioned matter in your office on May 13, 1986. At that time, I provided you with a figure for principal, interest, late charges and attorney's commission of $6,124.55 as of that date. Please be advised that as of the Sheriff's Sale scheduled for September 19, 1986, there will be outstanding $6,913.75, which sum we will be seeking pursuant to the authorization in the Writ which requires the payment of all "costs of suit and money hereafter expended. . . ." by the Plaintiff.

Please note your records accordingly. Thank you.

Sincerely,

GARRY S. TAROLI

GST:bh

cc: Gary E. Norton, Esquire
Melvin Warshal

Law Offices
BECKLEY AND DICKSON
208 E. SECOND STREET
BERWICK, PA 18603
(717) 759-9814

WILLIAM S. BECKLEY (Retired)
DAVID C. DICKSON, Jr.

September 9, 1986

John R. Adler, Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Dear Sheriff Adler:

Re: Fairway Consumer Discount Company
vs. Robert A. and Caroline D. Balazs
Execution No. 29 of 1986

This sale had been scheduled for 8/28/86.

I now understand and believe that the Sale has been continued to September 19, 1986 at 10:30 o'clock A.M.

If that is a correct date and time of the sale, please confirm by signing and returning a copy of this letter. Thank you.

Very truly yours,

David C. Dickson, Jr.

DCD:nb

The Sale is scheduled for
September 19, 1986 at 10:30 A.M.

_____
SHERIFF

LIEN CERTIFICATE

Date 7/10/86

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 Berwick Borough are as follows:

Owner or Reputed Owner: Robert A. & Caroline D. Balazs

Former Owner:

Parcel No. 04.3-4-31 Deed & Page 297-226

Description

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985			72.70	72.70
			TCB FEE	10.00
			TOTAL	$ 82.70

The above figures represent the amounts due during the month of September 19 86

Requested by: John Adler, Sheriff

Fee $2.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long

Director

State of Pennsylvania
County of Columbia } **ss.**

I, ~~Frank Berstline~~ Beverly J. Michael, 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

Robert A. Balazs and Caroline D. Balazs

and find as follows:

See photostatic copies attached.

Fee $5.00

In testimony whereof I have set my hand and seal of office this 26th day of August A.D., 1986.

Beverly J. Michael RECORDER

REAL ESTATE MORTGAGE

MORTGAGE, made this 5th day of MAY, 19 81, by and between

ROBERT A. BALAZS AND CAROLINE D. BALAZS, his wife (MORTGAGORS)

and FAIRWAY CONSUMER DISCOUNT COMPANY, a Pa. Corp. (MORTGAGEE), 504 Union Street, Luzerne, Pa.

MORTGAGORS, on this date, have executed a note by the terms of which mortgagors have become indebted to mortgagee in the sum of $13,326.60 to be paid, including interest, as specified therein, and containing certain other terms and conditions all of which are specifically incorporated herein by reference.

This mortgage and the lien thereof shall be security for the debt evidenced by this note and all existing and future notes executed by mortgagors in favor of mortgagee; provided, however, that the lien of this mortgage shall not secure that sum of the unpaid balances of all notes in excess of 18,500.00.

Mortgagors covenant and warrant that they have full fee simple title to the mortgaged premises; that mortgagors will pay the above mentioned debt secured by this mortgage as required by the said note or notes; that the buildings on the mortgaged premises shall be kept in good order and repair as determined by mortgagee, and shall be subject to mortgagee's inspection; that said buildings shall be kept insured against loss by fire and flood for the benefit of mortgagee, in companies and amounts satisfactory to mortgagee, with a standard mortgage clause in mortgagee's favor; and that mortgagors will pay any tax, assessment or other governmental charge, including water and sewer rents, assessed against or imposed upon the said premises, and will deliver to mortgagee receipts therefor immediately upon demand. In the event mortgagors neglect or refuse to pay the charges mentioned above, or fail to maintain the buildings and improvements as aforementioned, mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same with interest as part of the principal debt. Upon the nonpayment by mortgagors of any installment on the date when such installment shall fall due, or in the event of a default by mortgagors in the performance of any of the other obligations of this mortgage or the note or notes for which it is security, the entire unpaid balance of all notes, including interest, shall at the option of the mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and attorneys' commission for collection of fifteen percent (15%) of the total indebtedness or Four Hundred Dollars ($400.00), whichever is the larger amount. Any such judgment shall bear interest at the applicable rate until the full amount due mortgagee is actually paid, by the Sheriff or otherwise. Mortgagors hereby forever waive and release all errors in the proceedings, waive stay of execution, the right of inquisition and extension of time of payment, agree to condemnation of any property levied on by virtue of any such execution, and waive all exemptions from levy and sale of any property that now is, or hereafter may be, exempted by law.

NOW THEREFORE, mortgagors, in consideration of the said debt, and to secure payment thereof, together with all other sums payable hereunder, hereby grant and convey to mortgagee, its successors and assigns,

ALL THAT CERTAIN piece or parcel of land situated in the County of ~~LUZERNE~~ Columbia Commonwealth of Pennsylvania, and being more specifically described in the deeds—recorded in the office for the recording of deeds—cited below, the descriptions therein contained being by reference incorporated herein.

Deed Book No. 297 page 226 situated in BERWICK BOROUGH

TOGETHER with the buildings and improvements erected thereon, the appurtenances thereunto belonging, and the reversions, remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the same unto mortgagee, its successors and assigns forever.

PROVIDED, however, that if mortgagors shall pay to mortgagee the entire debt as herein set forth, then this mortgage and the estate hereby granted and conveyed shall become void.

In the event any provision in this mortgage is determined to be unenforceable or otherwise invalid, such provision shall be deemed severable and the remaining provisions of this mortgage shall be enforced with such provision severed or as modified by any Court.

WITNESS the due execution hereof the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert A. Balazs (SEAL)

Caroline D. Balazs (SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF LUZERNE } SS

On the 5th day of MAY, 19 81, before me, personally appeared the above-named

ROBERT A. BALAZS and CAROLINE D. BALAZS

and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their free and voluntary act and deed, and desired that it be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Notary public

The address of the within-named Mortgagee is
504 Union Street, Luzerne, Pa. 18709

on behalf of MORTGAGEE

BOOK 204 PAGE 754

Filed for Record
Recorded
Entered
Indexed
Checked
Mailed
Returned
Notary Public
My Commission Expires April 21, 1983

46
REC'D BY RECORDER
COLUMBIA CO. PA.
TAX 50 FEE 6.50
MAY 6 11 16 AM '81

Recorded in Columbia County
Mtg. Bk. 204, page 754 on
May 6, 1981 at 11:16 a.m.
Beverly J. Michael
Acting Recorder

MORTGAGE

ROBERT A. BALAZS, et ux

– TO –

FAIRWAY CONSUMER DISCOUNT
COMPANY

BOOK 204 PAGE 755

FAIRWAY CONSUMER DISCOUNT CO.
504 UNION STREET
LUZERNE, PA. 18709

PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

MORTGAGE

THIS MORTGAGE, entered into this 30th day of April, 19 85
by and between ROBERT A. AND CAROLINE BALAZS
(herein "Borrower"), residing at 216 IRON STREET, 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 FOUR THOUSAND DOLLARS AND 00/100 ($ 4,000.00) Dollars, which indebtedness is evidenced by Borrower's Note dated this date, (herein "Note"), providing for the payment of installations 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 admendments. 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 216 IRON STREET, BERWICK, PA. 18603, and is described as follows: See Appendix "A" attached herein.

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 and herein referred to as the "Property".

BORROWER AND PHFA COVENANT AND AGREE AS FOLLOWS:

1. **BORROWER'S CONVENANT.** Borrower covenants that Borrower is lawfully siezed 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. These 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.

"APPENDIX A"

THE ADDRESS OF 216 IRON ST., BERWICK, PA 18603
AND IS DESCRIBED AS FOLLOWS:

ALL that certain lot of land situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to wit;

BEGINNING at a corner of Lot No. 36 in Woodin and Dickson's Addition to the Borough of West Berwick (now Berwick) between the Main Highway or Wagon Road from Berwick to Bloomsburg and the River; thence Southerly along and parallel with Iron Street, a distance of thirty eight (38) feet to a 12 ½ foot alley; thence Easterly along said alley one hundred twenty three (123) feet to an alley; thence Northwardly along said alley and parallel with Iron Street thirty-eight (38) feet to corner of Lot No. 36; thence Westerly one hundred twenty-three (123) feet to Iron Street, the place of BEGINNING. This description is intended to cover Lot No. 37.

IT being the same premises which Daniel DeFinnis and Dorothy Ann DeFinnis, his wife, by their Deed dated March 18, 1948, and recorded in Deed Book Volume 128, page 378, granted and conveyed unto Robert C. Brittan, Male Grantor herein.

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 owned 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. **FORBEARANCE 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:

Nancy J. Keating

Robert A. Balazs (SEAL)
Borrower

Caroline D. Balazs (SEAL)
Borrower

COMMONWEALTH OF Pennsylvania)
COUNTY OF Columbia) SS:

On this, the 30th day of April, 19 85, before me, William A. Bennett the undersigned officer, personally appeared Robert A. and Caroline D Balazs, known to me (or satisfactorily proven) to be the person whose name(s) is (are) subscribed to 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
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

By William A. Bennett
~~Attorney~~ Closing officer for Mortgagee

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Columbia 4:22pm) SS:

RECORDED on this 7th day of May, 19 85, in the Office of the Recorder of Deed in and for said County, in Mortgage Book Record, Volume 347, Page 624

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

Beverly J. Michael
Recorder of Deeds
Nedine M. Schmit, Dep

REC'D BY RECORDER COLUMBIA CO., PA.
MAY 7 4 22 PM '85
TAX .50
FEE 13.00
103

BOOK 347 PAGE 626

No. _____ TERM SESS. 19____

_____

vs.

_____

BLOOMSBURG, PA., August 18 1986

M Sheriff

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

		List of Liens - Balazs	$10	00		

LIST OF LIENS

VERSUS

ROBERT A. BALAZS and CAROLINE D. BALAZS

Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare

versus

Robert A. & Caroline D. Balazs

No. 762 of Term, 1981
Real Debt $10,000.00
Interest from
Commission
Costs
Judgment entered
Date of Lien May 28, 1981
Nature of Lien Repayment Agreement

First Eastern Bank

versus

Robert A. & Caroline D. Balazs

No. 1358 of Term, 1981
Real Debt $ 1,246.56
Interest from
Commission
Costs
Judgment entered
Date of Lien September 16, 1981
Nature of Lien Judgment Note

Dept. of Public Welfare

versus

Robert A. & Caroline D. Balazs

No. 72 of Term, 1982
Real Debt $ 5,000.00
Interest from
Commission
Costs
Judgment entered
Date of Lien January 18, 1982
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Robert A. & Caroline D. Balazs

No. 1434 of Term, 1982
Real Debt $ 5,000.00
Interest from
Commission
Costs
Judgment entered
Date of Lien December 17, 1982
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Robert A. & Caroline D. Balazs

No. 220 of Term, 1984
Real Debt $ 5,000.00
Interest from
Commission
Costs
Judgment entered
Date of Lien February 17, 1984
Nature of Lien Reimbursement Agreement

LIST OF LIENS

VERSUS

ROBERT A. BALAZS and CAROLINE D. BALAZS

Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare	No. 871 of Term, 19 85
versus	Real Debt $ 5,000.00
Robert A. & Caroline D. Balazs	Interest from
	Commission
	Costs
	Judgment entered
	Date of Lien August 9, 1985
	Nature of Lien Reimbursement Agreement

Fairway Consumer Discount Co.	No. 1331 of Term, 19 85
versus	Real Debt $ 6,124.55
Robert A. & Caroline D. Balazs	Interest from
	Commission
	Costs
	Judgment entered
	Date of Lien May 13, 1986
	Nature of Lien Default Judgment

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

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

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

15/9205

OFFICE OF
JOHN R. ADLER

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

PHONE:
717-784-1991

SHERIFF'S SALE WORKING OUTLINE

	DATE SENT	DATE REC.
* RECEIVE AND TIME STAMP		
*		
* DOCKET AND INDEX		
* SET FILE UP		
* CHECK FOR PROPER INFO		
3 WRITS OF EX.		
[redacted]		
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)		
* FILL IN EXECUTION NO'S ON PAPERS		
* SET DISTRIBUTION DATES :		
FILE DATE WITHIN WEEK OF SALE		
PAY DATE AFTER 10 DAYS OF FILING		
* FILL IN DISTRIBUTION DATES ON SALE NOTICE		
* TYPE UP CARDS FOR PAPERS TO BE SERVED		
* PUT PAPERS TOGETHER WITH CARDS TO BE SERVED		
* SERVE PAPERS		
NOTICE OF WRIT OF EXECUTION		
NOTICE OF SHERIFF'S SALE		
WRIT		

OFFICE OF

JOHN R. ADLER

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

PHONE:
717-784-1991

	DATE SENT	DATE REC.
* ONCE SERVED DOCKET SERVICE		
* SEND COPY OF SERVICE TO ATTY.		
* SEND DESCRIPTION TO PRINTER	6-27-86	
* SEND NOTICE TO PRESS FOR PUPLICATION	6-27-86	
* ONCE HANDBILLS ARE RECEIVED SEND COPIES TO:		
RECORDER OF DEEDS		
TAX OFFICE		
PROTH.	7-8	
ASSESSMENT		
POST IN SHERIFF'S OFFICE Auth office		
* SEND NOTICES TO LOCAL TAX COLLECTORS AND WATER AUTH.	[illegible]	7-9 letter
* SEND COPIES TO IRS OFFICE PHILA.	7-9	
* SEND COPIES TO PA. PERSONAL TAX AUTH.	7-9	
* IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM.		
* 30 DAYS BEFORE SALE POST PROPERTY		
* A COUPLE OF DAYS PRIOR TO SALE PREPARE COST SHEET		
* HOLD SALE		
* PREPARE FINAL COSTS SHEET		
* WITHIN FIVE DAYS OF SALE FILE DISTRIBUTION		
* WITHIN TEN DAYS OF FILING DIST. MAKE DIST.		
* PREPARE DEED AND TAX AFFIDAVIT		
* SEND DEED TO PROPER ATTY.		
* FILE FOLDER		

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

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

AREA CODE 717
784-4654

August 6, 1986

Sheriff of Columbia County
Columbia County Courthouse
Bloomsburg, PA 17815

Re: Fairway Consumer Discount Company
v. Robert A. & Caroline D. Balazs
No. 1331 of 1985

Dear Sheriff:

This is to confirm my telephone conversation with your deputy regarding the date of the Sheriff's Sale in the above-referenced matter. Please continue the sale from August 28, 1986 until September 19, 1986. It is my understanding that the exact time of the sale will be communicated to my office at a later date. Thank you for your assistance in this matter.

Very truly yours,

GARY E. NORTON

GEN/sm
c: Garry S. Taroli, Esquire

Sept 19 — not filed
1030 8-11

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 29 of 1986, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the City of Bloomsburg, Columbia County, Pennsylvania, on August 28, 1986, at 10:00 o'clock .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN LOT OF LAND situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Lot No. 36 in Woodin and Dickson's Addition to the Borough of West Berwick (now Berwick) between the Main Highway or Wagon Road from Berwick to Bloomsburg and the River; thence Southerly along and parallel with Iron Street, a distance of thirty-eight (38) feet to a 12½ foot alley; thence Easterly along said alley one hundred twenty-three (123) feet to an alley; thence Northwardly along said alley and parallel with Iron Street thirty-eight (38) feet to corner of Lot No. 36; thence Westerly one hundred twenty-three (123) feet to Iron Street, the place of BEGINNING. This description is intended to cover Lot No. 37.

BEING the same premises which were conveyed to Robert A. Balazs and Caroline D. Balazs, his wife, by deed of Robert C. Brittain and Mary M. Brittain, his wife, dated April 1, 1980 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 297 at page 226.

Together with any and all rights and privileges appurtenant to said parcel as provided in prior deeds in line of title.

Subject to all exception, reservations and conditions as may be contained in prior deeds in line of title.

Improved with a single family, frame dwelling and more commonly known as 216 Iron Street, Berwick, Columbia County, Pennsylvania.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY, against ROBERT A. BALAZS and CAROLINE D. BALAZS, and will be sold by:

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

ROSENN, JENKINS & GREENWALD
Attorneys

JOHN R. ADLER
Sheriff of Columbia County

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

FAIRWAY CONSUMER DISCOUNT COMPANY,

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1331 Term 1985J.D.

NO. 39 Term 1986E.D.

ROBERT A. BALAZS and CAROLINE D. BALAZS,

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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):

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

**Through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Principal & Interest to 5/1/86	$5,213.45
Late Charges	$ 129.08
Attorney's Commission	$ 782.02
TOTAL	$6,124.55 Plus costs **

as endorsed.

Tami L. Kline
Prothonotary, Court of Common Pleas of Columbia County, Pa.

Dated MAY 13 1986

(SEAL)

BY: Dorothy Long ~~Deputy~~

OFFICE OF
JOHN R. ADLER

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

PHONE:
717-784-1991

July 9, 1986

Internal Revenue Service
Special Procedures Staff
Michael Harkins
P.O. Box 12050
Phila., Pa. 19106

Dear Sir:

Enclosed is a Writ and Notice of a Sheriff's Sale to be held by our office on said date.

Please inform us if you have any outstanding claims against this property.

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 9, 1986

Thomas C. Zebra, Jr.
Deputy Attorney General
Collections Unit
Fourth and Walnut Streets
Harrisburg, Pa. 17120

Dear Sir:

Enclosed is a Writ and Notice of a Sheriff's Sale to be held by our office on said date.

Please inform us if you have any outstanding claims against this property.

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

June 27, 1986

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

Attention: Sue Shotwell

Gentlemen:

Enclosed is the copy for the Sheriff Sale notice for the ROBERT A. AND CAROLINE D. BALAZS sale to be held on August 28, 1986.

Please run this notice in the August 7, 14 and 21, 1986, newspapers.

Thank you very much.

Very truly yours,

Connie Breech

Connie Breech, Deputy

Enc.

SHERIFF DEPT.

BLOOMSBURG, PA 17815

STATE OF PENNSYLVANIA

COLUMBIA COUNTY as: No. 29 of 1986

CONNIE BREECH DEPUTY SHERIFF, for JOHN R. ADLER SHERIFF of said County, being duly sworn according to law, deposes and says, that THRUSDAY on the 15TH day of MAY 19 86 at 1821 M. he served the within WRIT OF EXECUTION upon CAROLINE D. BALAZS the within named defendant, by handing to HER personally, ~~an adult member of the household~~, whose relationship to the defendant is that of HERSELF at 216 IRON STREET, BERWICK, PA. in the County of Columbia, State of Pennsylvania, a true and attested copy of the within writ, and making known to HER the contents thereof.

Sworn and subscribed before me this

MAY 16 A.D.19 86 Deputy Sheriff of Columbia County, Penna.

Barbara N. Silvetti Chief Dep CONNIE BREECH Connie Breech

Prothonotary of Columbia County SHERIFF of Columbia County, Penna

SHERIFF DEPT.

BLOOMSBURG, PA 17815

STATE OF PENNSYLVANIA

COLUMBIA COUNTY as: No. 29 of 1986

CONNIE BREECH DEPUTY SHERIFF, for JOHN R. ADLER SHERIFF of said County, being duly sworn according to law, deposes and says, that THRUSDAY on the 15TH day of MAY 19 86 at 1751 M. he served the within WRIT OF EXECUTION upon ROBERT A. BALAZS the within named defendant, by handing to HIM personally, ~~an adult member of the household~~, whose relationship to the defendant is that of HIMSELF at 206 MULLBERRY STREET, BERWICK, PA. in the County of Columbia, State of Pennsylvania, a true and attested copy of the within writ, and making known to HIM the contents thereof.

Sworn and subscribed before me this

MAY 16 A.D.19 86 Deputy Sheriff of Columbia County, Penna.

Barbara N. Schlitt Chief Dep CONNIE BREECH Connie Breech

Prothonotary of Columbia County SHERIFF of Columbia County, Penna

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. of 1986, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in Court room No. , Courthouse, in the City of Bloomsburg, Columbia County, Pennsylvania, on 1986, at o'clock .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN LOT OF LAND situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Lot No. 36 in Woodin and Dickson's Addition to the Borough of West Berwick (now Berwick) between the Main Highway or Wagon Road from Berwick to Bloomsburg and the River; thence Southerly along and parallel with Iron Street, a distance of thirty-eight (38) feet to a 12½ foot alley; thence Easterly along said alley one hundred twenty-three (123) feet to an alley; thence Northwardly along said alley and parallel with Iron Street thirty-eight (38) feet to corner of Lot No. 36; thence Westerly one hundred twenty-three (123) feet to Iron Street, the place of BEGINNING. This description is intended to cover Lot No. 37.

BEING the same premises which were conveyed to Robert A. Balazs and Caroline D. Balazs, his wife, by deed of Robert C. Brittain and Mary M. Brittain, his wife, dated April 1, 1980 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 297 at page 226.

Together with any and all rights and privileges appurtenant to said parcel as provided in prior deeds in line of title.

Subject to all exception, reservations and conditions as may be contained in prior deeds in line of title.

Improved with a single family, frame dwelling and more commonly known as 216 Iron Street, Berwick, Columbia County, Pennsylvania.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY, against ROBERT A. BALAZS and CAROLINE D. BALAZS, ~~and~~ will be sold by:

Sheriff of Columbia County

ROSENN, JENKINS & GREENWALD
Attorneys

FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
ROBERT A. BALAZS and CAROLINE D. BALAZS,	:	IN MORTGAGE FORECLOSURE
DEFENDANTS	:	NO. 1331 OF 1985

WRIT OF EXECUTION
NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

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

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815
(717) 784-1991 EXT: 267

IT OF EXECUTION - (MORTGAGE FO' 'LOSURE)
P.R.C.P. 3180 to 3183 and Rule 3257

FAIRWAY CONSUMER DISCOUNT COMPANY,

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1331 Term 1985J.D.

NO. 29 Term 1986E.D.

ROBERT A. BALAZS and CAROLINE D. BALAZS,

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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):

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

**Through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Principal & Interest to 5/1/86	$5,213.45
Late Charges	$ 129.08
Attorney's Commission	$ 782.02
TOTAL	$6,124.55 Plus costs **

as endorsed.

Tami L. Kline
Prothonotary, Court of Common Pleas of Columbia County, Pa.

Dated MAY 13 1986

(SEAL)

BY: Dorothy Long
~~Deputy~~

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. of 1986, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in Court room No. , Courthouse, in the City of Bloomsburg, Columbia County, Pennsylvania, on 1986, at o'clock .m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN LOT OF LAND situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Lot No. 36 in Woodin and Dickson's Addition to the Borough of West Berwick (now Berwick) between the Main Highway or Wagon Road from Berwick to Bloomsburg and the River; thence Southerly along and parallel with Iron Street, a distance of thirty-eight (38) feet to a 12½ foot alley; thence Easterly along said alley one hundred twenty-three (123) feet to an alley; thence Northwardly along said alley and parallel with Iron Street thirty-eight (38) feet to corner of Lot No. 36; thence Westerly one hundred twenty-three (123) feet to Iron Street, the place of BEGINNING. This description is intended to cover Lot No. 37.

BEING the same premises which were conveyed to Robert A. Balazs and Caroline D. Balazs, his wife, by deed of Robert C. Brittain and Mary M. Brittain, his wife, dated April 1, 1980 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 297 at page 226.

Together with any and all rights and privileges appurtenant to said parcel as provided in prior deeds in line of title.

Subject to all exception, reservations and conditions as may be contained in prior deeds in line of title.

Improved with a single family, frame dwelling and more commonly known as 216 Iron Street, Berwick, Columbia County, Pennsylvania.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution not later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FAIRWAY CONSUMER DISCOUNT COMPANY, against ROBERT A. BALAZS and CAROLINE D. BALAZS, and will be sold by:

Sheriff of Columbia County

ROSENN, JENKINS & GREENWALD
Attorneys

FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
ROBERT A. BALAZS and CAROLINE D. BALAZS,	:	IN MORTGAGE FORECLOSURE
DEFENDANTS	:	NO. 1331 OF 1985

WRIT OF EXECUTION
NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

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

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815
(717) 784-1991 EXT: 267

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

FAIRWAY CONSUMER DISCOUNT COMPANY,

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1331 Term 1985J.D.

NO. 29 Term 1986E.D.

ROBERT A. BALAZS and CAROLINE D. BALAZS,

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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):

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

**Through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Principal & Interest to 5/1/86	$5,213.45
Late Charges	$ 129.08
Attorney's Commission	$ 782.02
TOTAL	$6,124.55 Plus costs **

as endorsed.

Tami L. Kline
Prothonotary, Court of Common Pleas of Columbia County, Pa.

Dated MAY 13 1986

(SEAL)

BY: Dorothy Long ~~Deputy~~

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FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
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FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
ROBERT A. BALAZS and CAROLINE D. BALAZS,	:	IN MORTGAGE FORECLOSURE
DEFENDANTS	:	NO. 1331 OF 1985

AFFIDAVIT OF NON-MILITARY SERVICE AND
CERTIFICATION OF LAST KNOWN ADDRESS OF
DEFENDANT AND PLAINTIFF

****

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS:
COUNTY OF LUZERNE	:	

MELVIN WARSHAL, being duly sworn according to law, does depose and say that he did, upon request of FAIRWAY CONSUMER DISCOUNT COMPANY, investigate the status of ROBERT A. BALAZS and CAROLINE D. BALAZA, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendant, ROBERT A. BALAZS, is 323 Mullberry Street, Berwick, Columbia County, Pennsylvania; the last known address of said Defendant, CAROLINE D. BALAZS, is 216 Iron Street, Berwick, Columbia County, Pennsylvania; and the address of the

above Plaintiff is 504 Union Street, Luzerne Borough, Luzerne County, Pennsylvania.

MELVIN WARSHAL, PRESIDENT
Fairway Consumer Discount Company

SWORN TO and subscribed
before me this 9th day
of May, 1986.

NOTARY PUBLIC

SHARON L. MYERS, Notary Public
Wilkes-Barre, Luzerne County, Pa.
My Commission Expires August 28, 1989

WAIVER OF WATCHMAN - Any deputy sheriff levying upon on attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such 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.

DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

ROSENN, JENKINS & GREENWALD

BY: _____
GARRY S. TAROLI, ESQUIRE
Attorney for Plaintiff

_____, 1986

SHERIFF OF
COLUMBIA COUNTY, PENNSYLVANIA

Sir: There will be placed in your hands for service a Writ of Execution (Mortgage Foreclosure) styled as follows: FAIRWAY CONSUMER DISCOUNT COMPANY, Plaintiff v. Robert A. Balazs and Caroline D. Balazs, Defendants.

The Defendant, Robert A. Balazs, will be found at 323 Mullberry Street, Berwick, Pennsylvania, and the Defendant, Caroline D. Balazs, will be found at 216 Iron Street, Berwick, Pennsylvania.

DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

ROSENN, JENKINS & GREENWALD

BY: _____
GARRY S. TAROLI, ESQUIRE
Attorney for Plaintiff

If Writ of Execution, state below where Defendants will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach five (5) double spaced type written copies of description as it shall appear in the new deed together with Street and Number of the Premises. Please do not furnish us with the old deed or mortgage.

SEE ATTACHED DESCRIPTION

ALL THAT CERTAIN LOT OF LAND situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of Lot No. 36 in Woodin and Dickson's Addition to the Borough of West Berwick (now Berwick) between the Main Highway or Wagon Road from Berwick to Bloomsburg and the River; thence Southerly along and parallel with Iron Street, a distance of thirty-eight (38) feet to a 12½ foot alley; thence Easterly along said alley one hundred twenty-three (123) feet to an alley; thence Northwardly along said alley and parallel with Iron Street thirty-eight (38) feet to corner of Lot No. 36; thence Westerly one hundred twenty-three (123) feet to Iron Street, the place of BEGINNING. This description is intended to cover Lot No. 37.

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Subject to all exception, reservations and conditions as may be contained in prior deeds in line of title.

Improved with a single family, frame dwelling and more commonly known as 216 Iron Street, Berwick, Columbia County, Pennsylvania.

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DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

ROSENN, JENKINS & GREENWALD

BY: _____
GARRY S. TAROLI, ESQUIRE
Attorney for Plaintiff

_____, 1986

SHERIFF OF
COLUMBIA COUNTY, PENNSYLVANIA

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DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

ROSENN, JENKINS & GREENWALD

BY: _____
GARRY S. TAROLI, ESQUIRE
Attorney for Plaintiff

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

LeRoy S. Zimmerman
ATTORNEY GENERAL

July 10, 1986

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

Mr. John R. Adler
Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815
ATTN: Connie Breech
Deputy Sheriff

RE: Writ and Notice of Sheriff's Sales
Joseph J./Alma K. Zajac
H & C Sales & Mfg., Inc.
Robert A./Caroline D. Balazs

Dear Deputy Breech:

I find no records that this office has any claims against any of the above referenced, though this does not mean that the Department of Revenue, or some other branch of the Commonwealth, does not have a claim.

Very truly yours,

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

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. 29

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

7/29/86 1100hrs POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE PROPERTY OF ROBERT A. & CAROLINE D. BALAZS 216 IRON ST., BERWICK 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 29th day of July 1986

Tami B. Kline
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania
PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MON. JAN. 1, 1988

FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
ROBERT A. BALAZS and CAROLINE D. BALAZS,	:	IN MORTGAGE FORECLOSURE
DEFENDANTS	:	NO. 1331 OF 1985

AFFIDAVIT PURSUANT TO PA. R.C.P. RULE 3129

FAIRWAY CONSUMER DISCOUNT COMPANY, Plaintiff in the above action, sets forth as of the date of the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 216 Iron Street, Berwick, Columbia County, Pennsylvania, the same being more particularly described in Exhibit "A", attached.

1. Name and address of Owner(s) or Reputed Owner(s):

Name:	Address:
a) ROBERT A. BALAZS	323 Mullberry Street Berwick, Pennsylvania
b) CAROLINE D. BALAZS	216 Iron Street Berwick, Pennsylvania

2. Name and address of Defendant(s) in the judgment:

Name:	Address:
a) ROBERT A. BALAZS	323 Mullberry Street Berwick, PA
b) CAROLINE D. BALAZS	216 Iron Street Berwick, PA

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name:	Address:
a) COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF PUBLIC WELFARE	300 North Second Street 5th Floor Harrisburg, PA 17105
b) FIRST EASTERN BANK, N.A.	11 West Market Street Wilkes-Barre, PA 18701

4. Name and address of the last recorded holder of every mortgage of record:

Name:	Address
a) PENNSYLVANIA HOUSING FINANCE AGENCY	2101 North Front Street P.O.Box 8029 Harrisburg, PA 17105
b) FAIRWAY CONSUMER DISCOUNT COMPANY	504 Union Street Luzerne, PA

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name:	Address:
NONE	NONE

6. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name:	Address:
a) CONNIE C. GINGHER, BERWICK BOROUGH TAX COLLECTOR	120 Rear East Third Street Berwick, PA 18603
b) COLUMBIA COUNTY TAX CLAIM BUREAU	Columbia County Courthouse Bloomsburg, PA 17815

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and

belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE

GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

2027—Warranty Deed, Two Acknowledgments
Henry Hall, Inc., Indiana, Pa.

This Indenture,

MADE THE 1st *day of* April *in the year of our Lord one thousand nine hundred* Eighty (1980).----------

BETWEEN ROBERT C. BRITTAIN and MARY M. BRITTAIN, his wife, both of the Township of Mahoning, County of Montour and Commonwealth of Pennsylvania, Grantors, parties of the first part,----------

- AND -

ROBERT A. BALAZS and CAROLINE D. BALAZS, his wife, both of the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, Grantees, parties ----------

of the second part, WITNESSETH, that the said parties--- of the first part, for and in consideration of the sum of Nine Thousand Five Hundred ($9,500.00)---------- *Dollars, lawful money of the United States of America unto*----------them--------- *well and truly paid by the said parties---- of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,*----------have---------- *granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents*--do-- *grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties------ of the second part,*----their-----*heirs, and assigns,* as tenants by the entireties:

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IT BEING THE SAME PREMISES which Daniel DeFinnis and Dorothy Ann DeFinnis, his wife, by their Deed dated March 18, 1948, and recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, in Deed Book Volume 128, Page 378, granted and conveyed unto Robert C. Brittain, Male Grantor herein.

EXHIBIT " A "

THE BERWICK AREA SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX
Amount $95.00 Paid 4-3-80
Marvin T. Bower

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 to 3183 and Rule 325.

FAIRWAY CONSUMER DISCOUNT COMPANY,

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1331 Term 1985J.D.

NO. 39 Term 1986E.D.

ROBERT A. BALAZS and CAROLINE D. BALAZS,

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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SEQUENCE NO.
PLATE NO.

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Attorney's Commission	$ 782.02
TOTAL	$6,124.55 Plus costs **

as endorsed.

Jami B. Kline
Prothonotary, Court of Common Pleas of Columbia County, Pa.

Dated MAY 13 1986

(SEAL)

BY: Dorothy King
~~Deputy~~

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Sheriff of Columbia County

ROSENN, JENKINS & GREENWALD
Attorneys

FAIRWAY CONSUMER DISCOUNT COMPANY,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
ROBERT A. BALAZS and CAROLINE D. BALAZS,	:	IN MORTGAGE FORECLOSURE
DEFENDANTS	:	NO. 1331 OF 1985

WRIT OF EXECUTION
NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

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

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815
(717) 784-1991 EXT: 267