

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

August 26, 1986

First Federal Savings & Loan  
12 East Broad Street  
Hazleton, PA 18201

Attention: Ms. Susan Atkins

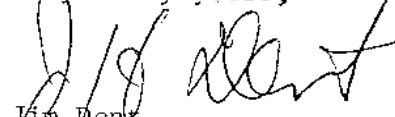
Gentlemen:

Enclosed is a copy of the tax receipt that was requested by you representing the First Federal Savings & Loan of Hazleton, Penna., on August 25, 1986.

After researching this case, it has been found that the Sheriff's Department of Columbia County has neglected to send your institution a refund of \$164.32. This amount represents the taxes paid by First Federal Savings & Loan on April 1, 1986, on the property of ROMULO D. & DEBRA J. CASTANEDA of 311 Walnut Street, Berwick, Pa. At the time of this sheriff's sale, this amount was collected erroneously.

Enclosed is a check in the amount of \$164.32. Thank you very much for your telephone call of August 25, and bringing this to our attention. If this office can be of any further assistance to you, please contact me.

Very truly yours,

  
Jim Dent  
Chief Deputy

JD/sl

Enc.

Aug. 25, 1986, First Federal Savings and ~~XXX~~ Loan of Hazelton called this office and requested a copy of the tax receipt for the sold property. As the results of reviewing this case, it was found that the Bank was entitled to a refund in the amount of \$164.32, the amount of the taxes, which were paid prior to the sale by the Bank, but collected on the day of the sale by the Sheriff's Department.

SHERIFF'S SALE

Jim Dent

# DISTRIBUTION SHEET

First Federal Svgs & Loan VS. Castaneda, Romulo & Debra

NO.                      JD  
NO. 3 of 1986 ED

DATE OF SALE: 5-1-86

Bid Price	\$ 707.97	
Poundage	14.16	
Transfer Taxes		
Total Needed to Purchase		\$ 722.13
Amount Paid Down \$500 advance & 222.13 day of sale		722.13
Balance Needed to Purchase		-0-

## EXPENSES:

Columbia County Sheriff - Costs	\$ 95.50	
Poundage	14.16	
Press-Enterprise		\$ 109.66
Henry Printing		136.46 395
Solicitor		40.60 396
Columbia County Prothonotary		30.00 397
Columbia County Recorder of Deeds - Deed copy work		20.00 398
Realty transfer taxes		18.50 399
State stamps		
Tax Collector (		
Columbia County Tax Assessment Office		164.32 400
State Treasurer		4.00 401
Other: <u>Berwick Borough Sewer</u>		197.59 402
TOTAL EXPENSES		\$ 721.13

Total Needed to Purchase	\$ 722.13
Less Expenses	721.13
Net to First Lien Holder	\$ 1.00
Plus Deposit	
Total to First Lien Holder	\$

voided and  
sent to  
Bank

**MAKE CHECKS PAYABLE TO:**

CONNIE C. GINGER  
120 R EAST 3RD ST.  
BERWICK, PA. 13603

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

TAXES ARE DUE &amp; PAYABLE PROMPT PAYMENT IS REQUESTED

CASTANEDA ROMULO D & DEBRA J  
550 ASH ST  
LOS OSOS CALIF 93402

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

FOR	COLUMBIA COUNTY	DATE	BILL NO.			
		03/01/86	00721			
DESCRIPTION	ASSESSMENT	MILLS	TAX	AMOUNT FACE	DUE	INCL. PENALTY
COUNTY R.E. TWP/BORO R.E.	3160 13963	22.00 30.00	68.13 92.90	69.52 94.80		75.47 99.54
<b>PAY THIS AMOUNT</b>		161.03	APR 30 PAID ON OR BEFORE	164.32	JUN 30 PAID ON OR AFTER	176.01
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE						
PENALTY AT PROPERTY DESCRIPTION		THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1987				
EBRA J	COUNTY 10% TWP/BORO 5%	4-1-86				
3402	ACOT NO. 13963	161.03				
	PARCEL 04-1-2-13	RECD BY				
	311 WARE	410				
	L-90.75X49.5	2,750				
	BUILDINGS	CONVEYANCE				
YOUR PAYMENT		THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT				

TOTAL	3,160
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Thin Real Estate property that was paid 4/6/86.

Sincerely  
Conce Dwyer  
NY Collector

1ST FED. SAVINGS  
PAID TAXES 4-1-86

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

5/21/86

Connie C. Gingher  
Berwick Tax Collector  
120 R. East 3rd St.  
Berwick, Pa. 18603

Dear Ms. Gingher,

Enclosed is a check for the property taxes of Romulo & Debra Castaneda in the amount of \$164.32. The check was originally made out to the Tax Assessment Office and when I realized the mistake I made it out in C/O you. If there is a problem with this please contact our office and a new check will be issued.

Thank You, Very Truly

*Connie Breech*  
Connie Breech, Deputy

Enc.

P 307 184 068

RECEIPT FOR CERTIFIED MAIL

Thomas C. Zerba, Jr.  
 STREET AND NO.  
 Fourth & Walnut Sts.  
 POST OFFICE ZIP CODE  
 Harrisburg, PA 17120

POSTAGE		\$
CERTIFIED FEE		6
SPECIAL DELIVERY		6
RESTRICTED DELIVERY		6
OPTIONAL SERVICES	SHOW TO WHOM AND DATE DELIVERED	6
	SHOW TO WHOM AND DATE DELIVERED	6
TOTAL POSTAGE AND FEES		18
POSTMASTER OR DATE		

PS Form 3800, Apr. 1976

P 307 194 065

RECEIPT FOR CERTIFIED MAIL

SENT TO  
 CONNIE KERSHNER GING  
 STREET AND NO.  
 120 R.E. 3RD STREET  
 POST OFFICE ZIP CODE  
 BERWICK, PA. 18603

POSTAGE		\$
CERTIFIED FEE		6
SPECIAL DELIVERY		6
RESTRICTED DELIVERY		6
OPTIONAL SERVICES	SHOW TO WHOM AND DATE DELIVERED	6
	SHOW TO WHOM AND DATE DELIVERED	6
TOTAL POSTAGE AND FEES		18
POSTMASTER OR DATE		

PS Form 3800, Apr. 1976

P 307 194 068

RECEIPT FOR CERTIFIED MAIL

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

SENT TO		Michael Harkins, IRS
STREET AND NO.		P.O. Box 12050
POST OFFICE ZIP CODE		Phila., PA 19106
POSTAGE		\$
CERTIFIED FEE		6
SPECIAL DELIVERY		6
RESTRICTED DELIVERY		6
OPTIONAL SERVICES	SHOW TO WHOM AND DATE DELIVERED	6
	SHOW TO WHOM AND DATE DELIVERED	6
TOTAL POSTAGE AND FEES		18
POSTMASTER OR DATE		

PS Form 3800, Apr. 1976

P 307 194 064

RECEIPT FOR CERTIFIED MAIL

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

SENT TO		CHRIS KLINGER
STREET AND NO.		344 MARKET STREET
POST OFFICE ZIP CODE		BERWICK, PA. 18603
POSTAGE		\$
CERTIFIED FEE		6
SPECIAL DELIVERY		6
RESTRICTED DELIVERY		6
OPTIONAL SERVICES	SHOW TO WHOM AND DATE DELIVERED	6
	SHOW TO WHOM AND DATE DELIVERED	6
TOTAL POSTAGE AND FEES		18
POSTMASTER OR DATE		

PS Form 3800, Apr. 1976

PS Form 3811, July 1983

**SENDER: Complete items 1, 2, 2 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 fee or 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.

3. Article Addressed to:  
**CONNIE KERSHNER GINGHER**  
**120 R.E. 3RD ST.**  
**BERWICK, PA. 18603**

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 <b>P 307 194 065</b>
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Always obtain signature of addressee or agent and **DATE DELIVERED.**

- 5. Signature - Addressee  
**X**
- 6. Signature - Agent  
**X** *[Signature]*
- 7. Date of Delivery  
**4-25-86**
- 8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

5/21/86

Connie C. Gingher  
Berwick Tax Collector  
120 R. East 3rd St.  
Berwick, Pa. 18603

Dear Ms. Gingher,

Enclosed is a check for the property taxes of Romulo & Debra Castaneda in the amount of \$164.32. The check was originally made out to the Tax Assessment Office and when I realized the mistake I made it out in C/O you. If there is a problem with this please contact our office and a new check will be issued.

Thank You, Very Truly

Connie Breech, Deputy

Enc.

LAW OFFICES OF  
LAPUTKA, BAYLESS, ECKER & COHN  
A PROFESSIONAL CORPORATION

THEODORE R. LAPUTKA  
KENNETH R. BAYLESS  
BARTEL E. ECKER  
MARTIN D. COHN  
BRUCE S. MILLER  
BART E. ECKER  
THEODORE R. LAPUTKA, JR.  
CHARLES R. PEDRI  
TERRENCE J. HERRON \*

SIXTH FLOOR  
FIRST VALLEY BUILDING  
HAZLETON, PENNSYLVANIA 18201  
455-4731 AREA CODE 717

Thomas L. Kennedy

\*U. L. M. TAXATION

May 5, 1986

Sheriff of Columbia County  
Columbia County Court House  
Bloomsburg, PA 17815

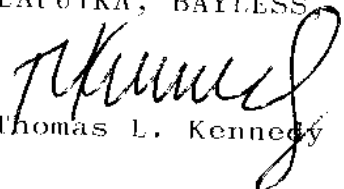
RE: First Federal Savings and Loan Association of Hazleton  
vs. Romulo Castaneda, et ux - Mortgage Foreclosure  
No. 967 of 1985

Dear Sir:

First Federal Savings and Loan Association of Hazleton has instructed me to request you when preparing the above deed, to name as Grantee the "Administrator, Veterans Administration, Wissahickon Avenue and Manheim Street, P.O. Box 8079, Philadelphia, PA, 19101," and to forward the recorded deed to this office.

Sincerely yours,

LAPUTKA, BAYLESS, ECKER & COHN, P.C.

  
Thomas L. Kennedy

TLK:bma

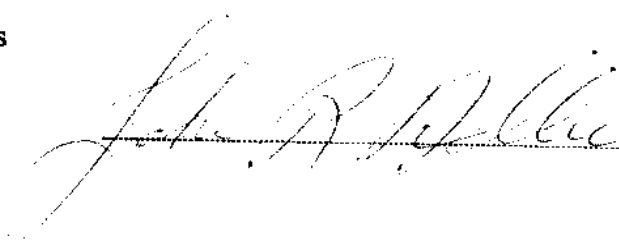


To the Honorable, the Judges within named:

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 First day of May 1986, 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 First Federal Savings and Loan Association of Hazleton for the price or sum of Seven Hundred Twenty-Two Dollars and Thirteen Cents (\$722.13) Dollars being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs See Attached Distribution Schedule

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

5/21/86

Press-Enterprise, Inc.  
P.O. BOX 745  
Bloomsburg, Pa. 17815

Dear Sirs;

Enclosed you will find a check in the amount of \$136.46 for the advertising of the ROMULO & DEBRA CASTANEDA SHERIFF'S SALES.

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

Very Truly,

Connie Breech, Deputy

Enc.

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

5/21/86

Chris Klinger  
Borough of Berwick Sewer  
344 Market St.  
Berwick, Pa. 18603

Dear Sir;

Enclosed is a check for the past due bill of Romulo & Debra Castaneda in the amount of 197.59. The property was purchased by First Federal Savings and Loan.

If you have any questions in this matter please feel free to contact this office. Thank You

Very Truly,

Connie Breech, Deputy

Enc.

By virtue of a Writ of Execution No. 3 of 1986, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office of the Columbia County Court House, Bloomsburg, Pennsylvania, on MAY 1, 1986, at 10:00 o'clock A. M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half ( $49-1/2$ ) feet to Lot No. 9; thence south along same ninety and three-fourths ( $90-3/4$ ) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half ( $49-1/2$ ) feet to Walnut Street; thence north along same ninety and three-fourths ( $90-3/4$ ) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pa., 18603.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 6 1986, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROMULO CASTANEDA and DEBRA CASTANEDA, his wife, and will be sold by

John R. Adler  
Sheriff of Columbia County

SHERIFF'S SALE  
DISTRIBUTION SHEET

First Federal Svgs & Loan VS. Castaneda, Romulo & Debra

NO. \_\_\_\_\_ JD  
NO. 3 of 1986 ED

DATE OF SALE: 5-1-86

Bid Price	\$ 707.97	
Poundage	<u>14.16</u>	
Transfer Taxes		
Total Needed to Purchase		\$ 722.13
Amount Paid Down \$500 advance & 222.13 day of sale		<u>722.13</u>
Balance Needed to Purchase		<u>-0-</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ 95.50	
Poundage	<u>14.16</u>	\$ 109.66
Press-Enterprise		<u>136.46</u>
Henry Printing		<u>40.60</u>
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>20.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		
State stamps		
Tax Collector (		
Columbia County Tax Assessment Office		<u>164.32</u>
State Treasurer		<u>4.00</u>
Other: <u>Berwick Borough Sewer</u>		<u>197.59</u>
TOTAL EXPENSES		<u>\$ 721.13</u>

Total Needed to Purchase	\$ 722.13
Less Expenses	<u>721.13</u>
Net to First Lien Holder	\$ <u>1.00</u>
Plus Deposit	
Total to First Lien Holder	\$ _____

## SHERIFF'S SALE - COST SHEET

First Fed'l Sigs. + Lema vs. Castaneda, Raula + Debra

NO. 3 of 1986DATE OF SALE: 5-1-86

## SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>
Service	<u>13.00</u>
Mailing	<u>6.00</u>
Advertising, Sale Bills & Newspapers	<u>18.00</u>
Posting Handbills	<u>9.00</u>
Mileage	<u>6.50</u>
Crying/Adjourn of Sale	<u>7.00</u>
Sheriff's Deed	<u>10.00</u>
Distribution	<u>9.00</u>
Other <u>Copy</u>	<u>3.00</u>

TOTAL . . . . . \$ 95.50

Press-Enterprise, Inc.	\$ <u>136.46</u>
Henrie Printing	<u>46.40</u>
Solicitor's Services	<u>36.00</u>

TOTAL . . . . . \$ 217.66

PROTHONOTARY: Liens List	\$ <u>10.00</u>
Deed Notarization	<u>5.00</u>
Other <u>Satisfy</u>	<u>5.00</u>

TOTAL . . . . . \$ 26.00

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

TOTAL . . . . . \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>86</u>	\$ <u>104.32</u>
School Taxes, District _____, 19 _____	
Delinquent Taxes, 19 _____, 19 _____, 19 _____ (Total Amts.)	

TOTAL . . . . . \$ 104.32

## MUNICIPAL RENTS:

Sewer - Municipality <u>Berwick</u> , 19 <u>86</u>	\$ <u>177.54</u>
Water - Municipality _____, 19 _____	

TOTAL . . . . . \$ 177.54

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS: \_\_\_\_\_

\$ \_\_\_\_\_

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

TOTAL COSTS \$ 706.47

SHERIFF'S SALE  
FINAL COST SHEET

First Fed'l Sings. + Loan VS. Castaneda, Remulo +  
NO. 3 of 1986 Debra

DATE OF SALE: 5-1-86

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

\$ 100  
706.97  
17.16  
-----  
-----

TOTAL NEEDED TO PURCHASE

\$ 722.13

PURCHASER(S): First Federal Savings and Loan Ass of H92E/ton <sup>10.</sup>

TIME(S) ON DEED: Same

PURCHASER(S)' SIGNATURE(S): Thomson

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):

\$ 722.13

500.00

\$ 222.13 2567

Rec'd Day  
of Sale 222.13 OK.

-0-

MORTGAGE FORECLOSURE CHECKLIST

PLAINTIFF: First Fed'l Sugs. & Loan, Hazleton  
 DEFENDANT/OWNER: Romulo Castaneda & Debra Castaneda  
 FILE NO.: #3 of 1986

<u>PROCEDURE</u>	<u>DATE STARTED</u>	<u>DATE COMPLETED</u>
1. Writ received and stamped	1/23/86	Same.
2. Expando set up		1/28/86
3. Writ served and return filed	2-5-86	Certified notice Received
4. Sale date set <sup>Sale Date</sup> <u>MAY 1, 1986</u>	2/4/86	
5. Posters printed <sup>to printer</sup> <u>2-7-86</u>		3-5-86
6. Title searches commissioned	3-5	3-5
7. Property posted	4-10	4-10
8. Notices sent to:		
A. Defendant		
B. Owner		
C. Lien holders		
(Affidavit of Service filed)		
9. Contact Press-Enterprise for advertising		2-21-86
10. Sale held		
11. Distribution prepared and filed		
12. Distribution made		
13. Prepare and record deed and transfer tax affidavit		
14. Return made to Prothonotary		

Mailed Writ & Notice to CA - 2-4-86

Mailed Regular mail - 2-6-86  
 writ & notice



PS Form 3811, July 1983

<b>SENDER: Complete items 1, 2, 3 and 4.</b> 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. <u>The return receipt fee will provide you the name of the person delivered to and the date of delivery.</u> For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested. <i>MAN!</i>	
1. <input checked="" type="checkbox"/> Show to whom, date and address of delivery.	
2. <input type="checkbox"/> Restricted Delivery.	
3. Article Addressed to: Thomas C. Zerba, Jr. Deputy Atty. General Collections Unit 4th & Walnut Sts. Harrisburg, PA 17120	
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 307 194 066
Always obtain signature of addressee or agent and <b>DATE DELIVERED.</b>	
5. Signature - Addressee X	
6. Signature - Agent X <i>Richard Rott</i>	
7. Date Delivered <i>Aug 23 1986</i>	
8. Addressee's Address (ONLY if requested and fee paid)	

DOMESTIC RETURN RECEIPT

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

March 14, 1986

Gentlemen:

Enclosed are property descriptions for Sheriff Sales scheduled for the near future.

Please contact our office as soon as possible if you have any claims against these individuals.

Very truly yours,

A handwritten signature in cursive script, reading "Connie Breech".

Connie Breech  
Deputy

Enclosures - 5

# This Deed

Made the 6th day of August, in the year  
Nineteen hundred and eighty-two (1982).

## Between

JAMES W. HAMMOND, presently of 72 New Alexander Street,  
Wilkes-Barre, Luzerne County, Pennsylvania, and JENNIFER  
A. HAMMOND, his wife, of 7400 Towers Avenue, Jacksonville,  
Florida,

"GRANTORS"

A N D

ROMULO D. CASTANEDA and DEBRA J. CASTANEDA, his wife,  
both presently of 812 East Third Street, Berwick,  
Columbia County, Pennsylvania,

"GRANTEES"

**Witnesseth,** That in consideration of Forty-six thousand Five hundred  
and no/100 (\$46,500.00)-----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do  
hereby grant and convey to the said grantees, their heirs and assigns,

ALL that certain piece, parcel or lot of ground lying in the Borough of  
Berwick, County of Columbia and State of Pennsylvania, situate at the southwest  
corner of Fourth and Walnut Streets, being part of Lot Number 10 in Fowler's  
Addition to Berwick, Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at corner of Fourth and Walnut Streets, aforesaid; thence west  
49 1/2 feet to Lot Number 9; thence south along same 90 3/4 feet to lot now  
or late of J. M. Pollock; thence east along same 49 1/2 feet to Walnut Street;  
thence north along same 90 3/4 feet to the place of BEGINNING, whereon is  
erected a large two and one-half story frame dwelling house and outbuildings.

BEING the same premises sold and conveyed to James W. Hammond and  
Jennifer A. Hammond, his wife, by deed of Marion Hoyt and Jack Hoyt, dated  
February 13, 1981, and recorded in the Office of the Recorder of Deeds in  
and for Columbia County in Deed Book Volume 301 at Page 404.

THE BERWICK AREA SCHOOL DISTRICT  
REAL ESTATE TRANSFER TAX  
Amount 465.00 Paid 9-15-82

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

And the said grantor do hereby specially warrant  
the property hereby conveyed.

In Witness Whereof, said grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
In the Presence of

James W. Hampton

Jennifer A. Hammond

Commonwealth of Pennsylvania }  
County of ~~Lancaster~~ Columbia } ss.

On this, the 1st day of September 1982, before me  
the undersigned officer, personally appeared JAMES W. HAMMOND, JR.

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

Notary Public, *[Signature]* *[Stamp]*

State of Florida

County of Duval

On this, the 6<sup>th</sup> day of August 1982, before me  
the undersigned officer, personally appeared JENNIFER A. HAMMOND

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

Notary Public, State of Florida at Large  
My commission expires Sept. 10, 1963  
Bonded by Transamerica Insurance Co.

I Hereby Certify that the precise address of the grantee herein is  
311 Walnut Street  
Berwick, PA 18603

Thomas L. Kennedy, Esquire

State of  
County of

On this, the

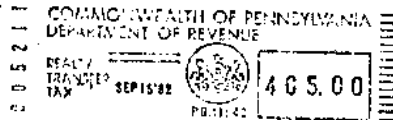
day of

1982, before me

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.  
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public



REC'D BY RECORDER  
COLUMBIA CO., PA.

TAX \$405.00 FEE \$13.00 ✓  
SEP 15 11 13 AM '82

#162



JAMES W. HAMMOND and JENNIFER A.  
HAMMOND, his wife,

TO

RODOLFO D. CASTANEDA and DERRA J.  
CASTANEDA, his wife.

465.00

Dated,

19 82

F. Kepsse, Atty  
465.00 Back Blog  
Thomas L. Kennedy, Esquire  
KENNEDY, CARLYON AND DONAHAN  
ATTORNEYS AT LAW  
NINTH FLOOR, NORTHEASTERN BLDG.  
HARRISBURG, PENNSYLVANIA 17101  
(717) 466-4000

Brewing, Pa 18603

Commonwealth of Pennsylvania

County of Columbia 11:13 a.m.

Recorded in the Office for Recording of Deeds in and for

Columbia County

Record  
in Book 309,

XXXX

page 967 Etc.

Witness my hand and seal of Office this 15th

day of September, Anno Domini 1982.

BOOK 309 PAGE 970

Prossy J. Michael Acting

Recorder



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.", written over a horizontal line.

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

2/21/86

ATT. Ms. Sue Shotwell  
C/O Legal Adv. P/E  
318 Lackawanna Ave.  
Bloomsburg, Pa. 17815

Dear Ms. Shotwell:

Enclosed you will find three advertisings for the following Sheriff's Sales; United Penn Bank vs Michael D. Viers, Atlantic Financial Federal vs Clarence S. Phillips and First Federal Savings and Loan Association vs Romulo Castaneda.

Please run the ads. the following days - April 10, 17 and 24th.  
If you have any questions concerning this matter please feel free to contact our office.

Thank You, Sincerely

John R. Adler, Sheriff



State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank X. Beckman~~, 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

Romulo Castaneda and Debra Castaneda

and find as follows:

See photostatic copy attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and  
seal of office this 28th day of April  
A.D., 19 86

*Beverly J. Michael* RECORDER

See Assignment Bb-356-pg. 562  
Recd 10-24-85

### MORTGAGE

THIS MORTGAGE made this 6th day of April, 1983 between Romulo D. Castaneda & Debra J. Castaneda h/w

and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF HAZLETON (hereinafter whether one or more called "Mortgagee")

In consideration for and to secure payment to Mortgagee by Romulo D. Castaneda & Debra J. Castaneda h/w (hereinafter called "Mortgagee"):  
(Insert Names of Borrowers)

of a loan and any interest and costs due thereon evidenced by a Loan Note dated April 6, 1983, with a Total of Payments/Principal Balance plus Interest (strike inapplicable provision), of \$ 17,115.60 (and/or any modification, refinancing or extension thereof and any other loan note or other agreement which may be substituted therefor, any or all of which are hereinafter called "Note") and performance of all conditions, covenants and obligations contained herein and in the Note and any other loans or other obligations of Mortgagee to Mortgagee now existing or hereafter incurred, the Mortgagee does by these presents grant, bargain, sell, convey and mortgage unto the Mortgagee, ALL the following described real estate situate in the (City/Township/Borough) of Berwick, Commonwealth of Pennsylvania (hereinafter called "Premises") known and designated as 311 Walnut Street, Berwick, Columbia County, Pennsylvania, conveyed to the Mortgagee by Deed dated Sept. 15, 1982, duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 309, Page 967, as the Premises are therein described and, if necessary, as more particularly described as follows or on the reverse side hereof.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining.

TO HAVE AND TO HOLD the Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, covenants and obligations:

a. All payments on the Note will be made when due, including payments due by acceleration of maturity, and all other conditions, covenants and obligations as required or provided herein, in the Note, or in any other obligation of Mortgagee to Mortgagee, will be performed; and

b. Mortgagee covenants and warrants that Mortgagee has fee simple title to the Premises and the right to mortgage the Premises; and

c. Mortgagee will pay when due all taxes and assessments and other governmental charges, including electricity, water and sewer rents levied or assessed against the Premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request, and shall pay when due all amounts secured by any prior lien on the Premises; and

d. Mortgagee will keep the Premises insured against fire and such other hazards in such amount or amounts as may be required by the Mortgagee and the policies and renewals evidencing such insurance shall have attached thereto a loss payable clause(s) in form acceptable to the Mortgagee; and

e. Mortgagee will neither sell, assign or transfer any or all of the Premises or any interest therein nor commit nor suffer any strip, waste, impairment or deterioration of the Premises and will maintain the same in good order and repair; and

f. In the event of any default in the making of any payment due and payable under the Note, or in the keeping and performance of any of the conditions, covenants and obligations contained herein or in the Note, or in any other obligation of Mortgagee to Mortgagee, Mortgagee may, upon timely notice to Mortgagee if required by law, (i) forthwith bring an action of mortgage foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on the Note and any other sums that may be due thereunder, including attorneys' fees, costs of suit and costs of sale to the extent, if any, provided in the Note and permitted by law, and (ii) enter into possession of Premises, with or without legal action, lease the same, collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes and other necessary maintenance and operation costs (including agents' fees and attorneys' fees) or on account of the Note, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect and Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee; and

g. Mortgagee hereby waives and releases all benefit and relief from any and all appraisement, stay and exemption laws now in force or hereafter passed, either for the benefit or relief of Mortgagee, or limiting the balance due to a sum not in excess of the amount actually paid by the purchaser of the Premises at a sale thereof in any judicial proceedings upon this Mortgage, or exempting the Premises or any other property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT ALWAYS PROVIDED, nevertheless, that if this Mortgage and the debt hereby secured are paid in full in the manner provided in the Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of the Note referred to above.

IN WITNESS WHEREOF the Mortgagee has hereunto set hand and seal the day and year first above written.

*Romulo D. Castaneda* (SEAL)  
Mortgagee  
*Debra J. Castaneda* (SEAL)  
Mortgagee

(SEAL)  
Mortgagee  
(SEAL)  
Mortgagee

JAMES W. HAMMOND, presently of 12 NEW ALBANY STREET,  
Wilkes-Barre, Luzerne County, Pennsylvania, and JENNIFER  
A. HAMMOND, his wife, of 7400 Towers Avenue, Jacksonville,  
Florida,

"GRANTORS"

A N D

RODRIGO D. CASTANEDA and DEBRA J. CASTANEDA, his wife,  
both presently of 812 East Third Street, Berwick,  
Columbia County, Pennsylvania,

"GRANTEES"

**Witnesseth**, That in consideration of Forty-six thousand Five hundred  
and no/100 (\$46,500.00)-----Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do  
hereby grant and convey to the said grantees, their heirs and assigns,

ALL that certain piece, parcel or lot of ground lying in the Borough of  
Berwick, County of Columbia and State of Pennsylvania, situate at the southwest  
corner of Fourth and Walnut Streets, being part of Lot Number 10 in Fowler's  
Addition to Berwick, Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at corner of Fourth and Walnut Streets, sforesaid; thence west  
49 1/2 feet to Lot Number 9; thence south along same 90 3/4 feet to lot now  
or late of J. M. Pollock; thence east along same 49 1/2 feet to Walnut Street;  
thence north along same 90 3/4 feet to the place of BEGINNING, wherein is  
erected a large two and one-half story frame dwelling house and outbuildings.

BEING the same premises sold and conveyed to James W. Hammond and  
Jennifer A. Hammond, his wife, by deed of Marion Hoyt and Jack Hoyt, dated  
February 13, 1981, and recorded in the Office of the Recorder of Deeds in  
and for Columbia County in Deed Book Volume 301 at Page 404.

THE COMMONWEALTH OF PENNSYLVANIA  
REAL ESTATE TRANSFER TAX  
Amount 465.00 Paid 9-15-82

BOOK 309 PAGE 567

BOOK 317 PAGE 531

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

(SEE ATTACHED)

Recorded in Columbia County  
Record Book 317, page 530 on  
May 2, 1983 at 12:57 p.m.

*Beverly J. Michael*  
*Notary Recorder*

RECEIVED  
COLUMBIA CO. PA.  
TAX FEE  
MAY 1 12 57 PM '83

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LUZERNE

On this 6th day of April

, 19 83, before me the subscriber, a Notary Public in and for the

Commonwealth of Pennsylvania, the undersigned officer, personally appeared, Romulo D. Castaneda & Debra J. Castaneda to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the above Mortgage and acknowledged execution of the same for the purposes therein contained and desired that it be recorded as such, or who acknowledged himself to be a (Vice) President of the Mortgagee (if a Corporation), and that, being authorized so to do, he executed the above Mortgage as and for the act and deed of the Corporation by signing the name of the Corporation by himself as (Vice) President and causing the Corporate seal to be applied thereto, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

*Gina Molinaro*  
Notary Public

I certify that the precise residence of the within-named MORTGAGEE, is

12 E. Broad Street

Luzerne

PA

18201

No. and Street

Yaninet, Penn

County

State

Zip Code

Signature

*Gina E. Molinaro*

Agent on behalf of Mortgagee



#13  
COMMONWEALTH  
OF  
PENNSYLVANIA

MORTGAGE

FROM

Romulo D. Castaneda & Debra J. Castaneda

Insert Name(s) of Mortgagee(s)

TO

First Federal S&L Assoc. of  
Hazleton  
12 E. Broad Street  
Hazleton, PA 18201

Return to: Gina Molinaro  
First Federal S&L Assoc. of  
Hazleton  
12 E. Broad Street  
Hazleton, PA 18201

BOOK 317 PAGE 532

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of the United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania, the Mortgagee named in a certain Mortgage of Romulo D. Castaneda and Debra J. Castaneda, his wife, dated April 6, 1983, and recorded in Columbia County Record Book 317 at Page 530, for and in consideration of the sum of Nine Thousand One Hundred Fifty-six and 76/100 (\$9,156.76)-----Dollars lawful money unto it in hand paid by UNITED STATES OF AMERICA, at the time of the execution hereof, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said UNITED STATES OF AMERICA, its successors and assigns, all that certain Indenture of Mortgage given and executed by Romulo D. Castaneda and Debra J. Castaneda, his wife, recited above, in the original sum of Seventeen Thousand One Hundred Fifteen and 60/100 (\$17,115.60) Dollars (since reduced to Nine Thousand One Hundred Fifty-six and 76/100 (\$9,156.76)-----Dollars by payments of account), and secured by certain improved real property located at 311 Walnut Street, Berwick, Columbia County, Pennsylvania, more particularly described in said Mortgage; it being the intention of the said Mortgagee to and it does hereby grant, bargain, sell, assign and set over unto the said UNITED STATES OF AMERICA, its successors and assigns, all of the entire right, title and interest of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON in and to the entire Indenture of Mortgage aforesaid;

Recorded in Columbia County  
Record Bk 356 pg 562  
Oct. 24, 1985 1:12pm

*Beverly J. Michael*  
*Patricia M. Schmidt*

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular the hereditaments and premises thereby and hereby granted and assigned, or mentioned and intended so to be, with the appurtenances, unto the said UNITED STATES OF AMERICA, its successors and assigns, to and for its only proper use, benefit, behoof forever..

IN WITNESS WHEREOF, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, by its duly authorized officers, has executed this Assignment of Mortgage this 22nd day of October, 1985.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON

BY: *Paul W. Williams*

ATTEST: *R.S. Bamber*

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LUZERNE : ss

On this, the 22nd day of October, 1985, before me, the undersigned officer, personally appeared Paul W. Williams who acknowledged himself to be the President of First Federal Savings and Loan Association of Hazleton, the foregoing corporation, and that as such, he, being duly authorized by such corporation do do so, executed the foregoing for the purposes therein contained by signing his name thereon as such.

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

*Lisa A. Davidson*  
Notary Public

LISA A. DAVIDSON  
Notary Public, Luzerne County, PA  
My Commission expires 12-31-87

I hereby certify that the precise residence of the within named

Assignee is:  
U.S. Dept. of Housing  
and Urban Development  
Mortgage Insurance Accounting  
OFA  
Washington, D.C. 20410

*Thomas J. Kennedy*  
Attorney for Assignor

404  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$2.00 FEE \$3.00  
Oct 24 1 12 PM '85  
*Kennedy*

LIST OF LIENS

VERSUS

ROMULO CASTANEDA and DEBRA CASTANEDA

Court of Common Pleas of Columbia County, Pennsylvania.

James W. & Jennifer A. Hammond	{	No. 1103	of	Term, 19.84
		Real Debt	\$ 3,600.00	
		Interest from		
versus		Commission		
		Costs		
Romulo D. & Debra J. Castaneda		Judgment entered		
		Date of Lien	October 1, 1984	
		Nature of Lien	Judgment Note	

First Federal Savings and Loan	{	No. 967	of	Term, 19.85
Association of Hazleton		Real Debt	\$ 50,992.74	
		Interest from		
versus		Commission		
		Costs		
Romulo & Debra Castaneda		Judgment entered		
		Date of Lien	January 23, 1986	
		Nature of Lien	Default Judgment	

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

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

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

vs.

M \_\_\_\_\_ Sheriff

[illegible]



501-11-1240

Acct. No. 0140007188

**MORTGAGE**

THIS MORTGAGE is made this 24th day of February 1981, between the Mortgagor, James Wilbur Hammond and Jennifer Anne Hammond, his wife (herein "Borrower") and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of The United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania 18201 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of Forty-two Thousand Five Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 24, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2011;

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

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa. bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets, aforesaid; thence west forty nine and one half (49 1/2) feet to Lot No. 9; thence south along same ninety and three fourths (90 3/4) feet to lot now or late of J. M. Pollock; thence east along same forty nine and one half (49 1/2) feet to Walnut Street; thence north along same ninety and three fourth (90 3/4) feet to the place of beginning, whereon is erected a large two and one half story frame dwelling house and out buildings.

BEING the same premises sold and conveyed to the Borrowers herein by deed of Marion Hoyt, individually and as Executrix of the Estate of Wilhelmina Merkai, dated and to be recorded contemporaneously herewith.

which has the address of 311 Walnut St. Berwick  
Pa. 18603 (Street) (City)  
 (State and Zip Code) (herein "Property Address");

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

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes

and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

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

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

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

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

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

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

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

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

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

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

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

loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure

by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

James Wilbur Hammond (SEAL)  
James Wilbur Hammond  
Borrower  
Jennifer Anne Hammond (SEAL)  
Jennifer Anne Hammond  
Borrower

COMMONWEALTH OF PENNSYLVANIA, Luzerne County ss:

On this, the 24th day of February, 1981, before me, a Notary

Public, the undersigned officer, personally appeared James Wilbur Hammond and

Jennifer Anne Hammond, his wife,

known to me (or satisfactorily proven) to be the person<sup>s</sup> whose name<sup>s</sup> are subscribed to the within instrument, and acknowledged that they executed the same for the purposes herein contained.

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

Mary Jane Conahan, Notary Public

Hazleton, Luzerne County, PA.

My Commission Expires Feb. 4, 1984

I hereby Certify, that the precise residence of the First Federal Savings and Loan Association of Hazleton, Mortgagee, is 12 East Broad Street, Hazleton, Luzerne County, Pa.

Commonwealth of Pennsylvania  
County of Columbia 9:30 a.m. } ss:

RECORDED on this 26th day of February, A. D. 1981, in the  
Recorder's Office of the said county, in Mortgage Book Vol. 203, Page 988.  
Given under my hand and the seal of the said office, the day and year aforesaid.

Barry J. Michael, Acting  
Recorder

RETURN TO:  
Thomas L. Kennedy Esq.  
Kennedy, Carlyon and Conahan  
Attorneys at Law  
Ninth Floor-Northeastern Bldg.  
Hazleton, PA 18201

18. NY DE 6 92 93J  
✓ 257 33J-257 KVI  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
608F

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

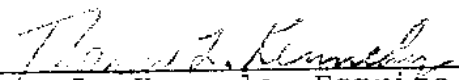
: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
:  
: NO. 967 OF 1985

AFFIDAVIT OF NAMES AND LAST KNOWN ADDRESSES  
OF OWNERS AND DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF LUZERNE :

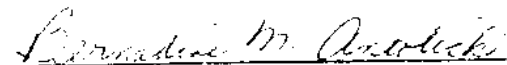
THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law,  
deposes and says that he is attorney for the Plaintiff, First Federal  
Savings and Loan Association of Hazleton, and that as such he has  
authority to make this Affidavit on behalf of the Plaintiff and that  
further, to the best of his knowledge, information and belief, the  
names and last known addresses of the owners and Defendants in the  
judgment filed to the above number and term of Court are as follows:

Romulo Castaneda, 8723 Santa Ridge Circle, Elk Grove, CA 95624  
Debra Castaneda, 8723 Santa Ridge Circle, Elk Grove, CA 95624.

  
Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 1st day of January, 1986.

  
Notary Public

BERNARDINE M. ANTOLECKI, Notary Public  
Notary Public for Luzerne County, Pa.  
My Commission Expires March 4, 1988

98, M' 84 | 82 MAY

RECORDED & INDEXED

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION TO NO. 3 OF 1986, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE OF THE COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON MAY 1, 1986, AT 10:00 O'CLOCK A.M. IN THE FORENOON OF SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Additon to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half (49 1/2) feet to Lot No. 9; thence south along same ninety and three-fourths (90 3/4) feet to lot now or late of J.M. Pollock; thence east along same ninety and three-fourths (90 3/4) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on May 6, 1986, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN in execution at the suit of First Federal Savings and Loan Association of Hazleton vs. Romulo Castaneda and Debra Castaneda, his wife.

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

SAID PREMISES WILL BE SOLD BY: David C. Dickson, Jr., Esquire, Berwick, PA

JOHN R. ADLER  
SHERIFF OF COLUMBIA COUNTY

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
: **ED3 - 1986**  
:  
: NO. 967 OF 1985

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. \_\_\_\_\_ of 1986, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office of the Columbia County Court House, Bloomsburg, Pennsylvania, on Thursday, May 1, 1986, at 10:00 o'clock A. M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half (49-1/2) feet to Lot No. 9; thence south along same ninety and three-fourths (90-3/4) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half (49-1/2) feet to Walnut Street; thence north along same ninety and three-fourths (90-3/4) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pa., 18603.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on \_\_\_\_\_ 1986, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROMULO CASTANEDA and DEBRA CASTANEDA, his wife, and will be sold by

Vito. ~~Castaneda~~  
Sheriff of Columbia County

Thomas L. Kennedy, Esq.  
KENNEDY, CARLYON, AND CONAHAN  
Ninth Floor-Northeastern Bldg.  
Hazleton, Pa., 18201



By virtue of a Writ of Execution No. 3 of 1986, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office of the Columbia County Court House, Bloomsburg, Pennsylvania, on May 1, 1986, at 10:40 o'clock A. M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half ( $49-1/2$ ) feet to Lot No. 9; thence south along same ninety and three-fourths ( $90-3/4$ ) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half ( $49-1/2$ ) feet to Walnut Street; thence north along same ninety and three-fourths ( $90-3/4$ ) feet to the place of Beginning.

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Seized and taken in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROMULO CASTANEDA and DEBRA CASTANEDA, his wife, and will be sold by

John R. Adler  
Sheriff of Columbia County

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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 Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

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

If you have any questions, please feel free to contact this 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 Attorney General  
Collection Unit  
4th & Walnut Sts.  
Harrisburg, PA 17120

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

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

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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: Connie Kershner Gingher  
120 R.E. 3rd St.  
Berwick, PA 18603

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

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

If you have any questions, please feel free to contact this 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: Chris Klinger  
Borough of Berwick  
344 Market Street  
Berwick, PA 18603

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

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

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

Sincerely,

Connie S. Breech  
Deputy Sheriff

CSB/sb

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
: E. D. 3 4/19/86  
:  
: NO. 967 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 to 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.\*

\*See next page.

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.

Susquehanna Legal Services  
R. D. 4  
Bloomsburg, Pennsylvania, 17815  
(717) 784-8760

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY

: CIVIL ACTION - LAW

: Mortgage Foreclosure

: **E.D. # 3 of 1986**

: NO. 967 OF 1985

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

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
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):

See attached description.

Amount Due	\$ 46,357.04	
Attorney's Fee	\$ 4,635.70	
Interest from 9/3/85 to date of sale	\$	
TOTAL	\$ 50992.74	Plus costs

as endorsed.

Dated

(SEAL)

January 23, 1986

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

BY:

Deputy



Romulo Castaneda and Debra Castaneda, his wife

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half ( $49\frac{1}{2}$ ) feet to Lot No. 9; thence south along same ninety and three-fourths ( $90\frac{3}{4}$ ) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half ( $49\frac{1}{2}$ ) feet to Walnut Street; thence north along same ninety and three-fourths ( $90\frac{3}{4}$ ) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pa., 18603.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY

: CIVIL ACTION - LAW

: Mortgage Foreclosure

: E.D. 3 4/1986

: NO. 967 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 to 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.\*

\*See next page.

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.

Susquehanna Legal Services  
R. D. 4  
Bloomsburg, Pennsylvania, 17815  
(717) 784-8760

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY

: CIVIL ACTION - LAW

: Mortgage Foreclosure

: **ED # 31986**

: NO. 967 OF 1985

: **NO. ED. 07 1986**

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

COMMONWEALTH OF PENNSYLVANIA :

: ss

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):

See attached description.

Amount Due  
Attorney's Fee  
Interest from 9/3/85 to date of sale

\$ 46,357.04

\$ 4,635.70

\$

TOTAL

\$ **50992.74** Plus costs

as endorsed.

*Jamie B. Kline*

Prothonotary, Court of  
Common Pleas of Columbia  
County, Pennsylvania

Dated

*January 23, 1986*

(SEAL)

BY: \_\_\_\_\_

Deputy

Romulo Castaneda and Debra Castaneda, his wife

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half ( $49\frac{1}{2}$ ) feet to Lot No. 9; thence south along same ninety and three-fourths ( $90\frac{3}{4}$ ) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half ( $49\frac{1}{2}$ ) feet to Walnut Street; thence north along same ninety and three-fourths ( $90\frac{3}{4}$ ) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pa., 18603.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
: **E.D.3 - 1986**  
:  
: NO. 967 OF 1985

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 3 of 1986, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office of the Columbia County Court House, Bloomsburg, Pennsylvania, on Thursday, May 1, 1986, at                      o'clock A. M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

BEGINNING at a corner of Fourth and Walnut Streets aforesaid; thence west forty-nine and one-half (49-1/2) feet to Lot No. 9; thence south along same ninety and three-fourths (90-3/4) feet to lot now or late of J. M. Pollock; thence east along same forty-nine and one-half (49-1/2) feet to Walnut Street; thence north along same ninety and three-fourths (90-3/4) feet to the place of Beginning.

IMPROVED with a two and one-half story frame dwelling house known as 311 Walnut Street, Berwick, Pa., 18603.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on May 6 1986, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROMULO CASTANEDA and DEBRA CASTANEDA, his wife, and will be sold by

Victor B. Vandling  
Sheriff of Columbia County

Thomas L. Kennedy, Esq.  
KENNEDY, CARLYON, AND CONAHAN  
Ninth Floor-Northeastern Bldg.  
Hazleton, Pa., 18201

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
:  
: NO. 967 OF 1985

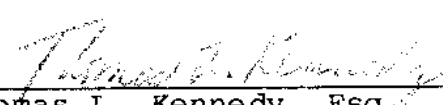
WRIT

TO: **John Adler**, SHERIFF OF COLUMBIA COUNTY

You are hereby directed to seize, levy, advertise and sell all the real property of the above named Defendants on the premises located at 311 Walnut Street, Berwick, Columbia County, Pennsylvania, 18603.

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

Dated: 1-23-86

  
Thomas L. Kennedy, Esq.  
Attorney for Plaintiff



FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
:  
: NO. 967 OF 1985

WRIT

*John Adler*

TO: ~~JOHN ADLER~~, SHERIFF OF COLUMBIA COUNTY

You are hereby directed to seize, levy, advertise and sell all the real property of the above named Defendants on the premises located at 311 Walnut Street, Berwick, Columbia County, Pennsylvania, 18603.

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

Dated: 1-22-86

*Thomas L. Kennedy*  
Thomas L. Kennedy, Esq.  
Attorney for Plaintiff

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
:  
: NO. 967 OF 1985

WRIT

*John Adler*

TO: *V. L. E. 1-23-86* SHERIFF OF COLUMBIA COUNTY

You are hereby directed to seize, levy, advertise and sell all the real property of the above named Defendants on the premises located at 311 Walnut Street, Berwick, Columbia County, Pennsylvania, 18603.

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

Dated: 1-23-86

*Thomas L. Kennedy*  
Thomas L. Kennedy, Esq.  
Attorney for Plaintiff

LAW OFFICES OF  
LAPUTKA, BAYLESS, ECKER & COHN  
A PROFESSIONAL CORPORATION

THEODORE R. LAPUTKA  
KENNETH R. BAYLESS  
BARTEL E. ECKER  
MARTIN D. COHN  
BRUCE S. MILLER  
BART E. ECKER  
THEODORE R. LAPUTKA, JR.  
CHARLES R. PEDRI  
TERRENCE J. HERRON \*  
Thomas L. Kennedy  
\*L. L. M. TAXATION

SIXTH FLOOR  
FIRST VALLEY BUILDING  
HAZLETON, PENNSYLVANIA 18201  
455-4731 AREA CODE 717

April 28, 1986

Sheriff of Columbia County  
Columbia County Court House  
Bloomsburg, PA 17815

RE: First Federal Savings and Loan Association vs.  
Romulo Castaneda and Debra Castaneda, his wife  
Mortgage Foreclosure No. 967 of 1985

ATTENTION: Ms. Connie Breech

Dear Ms. Breech:

Confirming our phone conversation of today, please be advised that First Federal is foreclosing on the property of Romulo and Debra Castaneda as a result of a mortgage which the Castanedas assumed from the sellers of the property, James and Jennifer Hammond. In order to verify the existence of this transaction, I am directing your attention to the following enclosures:

1. Copy of pages 1 and 2 of Mortgage Foreclosure Complaint indicating the basic factual details of the assumption ;
2. A letter from the Veterans Administration indicating the notification from them of the Castaneda assumption of the Hammond loan;
3. First Federal's response to the Veterans Administration regarding the balance of the loan at the time of the assumption loan transaction;
4. Copy of the Notice of Default to the Veterans Administration in which the delinquent loan is identified as the Hammond/Castaneda assumption;
5. The Notice of Intention to Foreclose sent to the Veterans Administration, again indicating the assumption by the Castanedas of the Hammond loan.

April 28, 1986  
Page Two

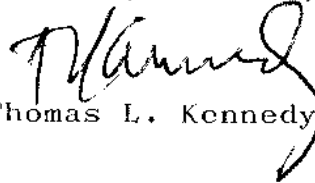
Sheriff of Columbia County

RE: First Federal Savings and Loan Association vs.  
Romulo Castaneda and Debra Castaneda, his wife  
Mortgage Foreclosure No. 967 of 1985

If you need anything further for the foreclosure scheduled  
for May 1, 1986, please advise.

Sincerely yours,

LAPUTKA, BAYLESS, ECKER & COHN, P.C.



Thomas L. Kennedy

TLK:bma  
Enclosures

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROMULO CASTANEDA and DEBRA CASTANEDA,  
his wife,

Defendants

: IN THE COURT OF COMMON  
: PLEAS OF COLUMBIA COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: Mortgage Foreclosure  
:  
:  
: NO. 967 OF 1985

COMPLAINT IN MORTGAGE FORECLOSURE

1. The Plaintiff is First Federal Savings and Loan Association of Hazleton, a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Hazleton, County of Luzerne, and Commonwealth of Pennsylvania, its post office address being 10-12 East Broad Street, Hazleton, Pennsylvania, 18201.

2. The Defendants are Romulo Castaneda and Debra Castaneda, his wife, who reside at 8723 Santa Ridge Circle, Elkridge, California, 95824. The said Defendants assumed the mortgage obligation of James Wilbur Hammond and Jennifer Anne Hammond, his wife, upon acquisition of title to the property previously owned by the said Hammonds and sold by them to the Defendants herein under and subject to said mortgage.

3. At the time of the assumption of the Mortgage and Note transaction hereinafter referred to, Defendants were the real and sole owners of the real property hereinafter described, having acquired

title thereto by Deed of James Wilbur Hammond and Jennifer Anne Hammond, his wife, dated August 6, 1982, and recorded in the office of the Recorder of Deeds in and for Columbia County on September 15, 1982, in Deed Book No. 309 at Page 970.

4. On September 15, 1982, in consideration of the sum of in consideration of the transfer to them of the within described premises by James Wilbur Hammond and Jennifer Anne Hammond, his wife, Defendants assumed the obligation of the sum of \$42,356.99 with interest at the rate of 13-1/2% per annum in monthly installments applicable to interest and principal of \$486.81 plus monthly sums necessary for the payment of insurance and taxes for real property in Berwick, Columbia County, and Commonwealth of Pennsylvania, securing performance of the obligation of said Mortgage and Note, which Mortgage is incorporated herein by reference as it is recorded in the office of the Recorder of Deeds in and for Columbia County, Pa. on September 26, 1982 in Columbia County Mortgage Book Vol. 203 at Page 988.

5. The real property which is the subject of said Mortgage is described as follows:

ALL that certain piece, parcel or lot of ground lying in the Borough of Berwick, County of Columbia, and State of Pennsylvania, situate at the southwest corner of Fourth and Walnut Streets being part of Lot No. 10 in Fowler's Addition to Berwick, Pa., bounded and described as follows, to wit:

Regional Office  
and Insurance Center

Wissahickon Avenue. and  
Manheim Street  
P.O. Box 8079  
Philadelphia, PA 19101



**Veterans  
Administration**

June 16, 1982

First Federal Savings & Loan  
12 E. Broad St.  
Hazleton, PA 18201

In Reply Refer To:

310/261  
LH 378 934  
#40007188  
HAMMOND, James W. (VETERAN)  
CASTANEDA, Romulo D. (ASSUME)  
311 Walnut St.  
Berwick, PA 18603

The obligor named on the back of this letter is selling or has sold his or her home. Under existing law, the obligor has applied to us for a release from liability to the Government on the loan, and he or she has stated that you are the holder or servicer of the loan.

We will appreciate your giving us the information requested on the back of this letter at your earliest convenience. A pre-addressed envelope is enclosed. The duplicate copy of this letter is for your files.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Donald F. Munro'.

DONALD F. MUNRO  
Chief, Loan Service & Claims

VETERANS ADMINISTRATION  
**STATEMENT OF HOLDER OR SERVICER OF  
VETERAN'S LOAN**

## SECTION I - To be completed by Veterans Administration

FIRST NAME - MIDDLE NAME - LAST NAME OF OBLIGOR  Hammond, James W.	1B. FIRST NAME - MIDDLE NAME - LAST NAME OF PURCHASER OR OWNER ASSUMING LOAN  Romulo D. Castaneda	2. HOLDER'S LOAN NO.  #01 40007188
ADDRESS OF PROPERTY SECURING LOAN  311 Walnut St. Berwick, Pa. 18603		4. VA LOAN NO.  LH 378 934

## SECTION II - To be completed by the Holder or Servicer of the Loan

INFORMATION ON LOAN		
AMOUNT OF LOAN BALANCE (As of date this form is signed)  42,356.99	5B. TERMS OF LOAN  30 years	
PERIODIC PAYMENT OF PRINCIPAL AND INTEREST  \$ 486.81	PAYMENTS MADE <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> OTHER (Specify)	
6. STATUS OF LOAN LOAN CURRENT, I.E., NO INSTALLMENT OF PRINCIPAL, INTEREST OR TAXES IS PAST DUE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If "No," complete Items 9A, 9B and 9C)		7. ESTIMATED ANNUAL REAL ESTATE TAXES  \$ 353.04
		8. ESTIMATED ANNUAL HAZARD INSURANCE RENEWAL  \$ 165.00

## STATUS OF DEFAULT

9A. AMOUNT IN DEFAULT  n/a	9B. OTHER DEFAULT (Taxes, etc., - specify)  n/a	9C. AMOUNT OF OTHER DEFAULT  \$
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## ASSESSMENTS AND OTHER LIENS (If known)

10A. AMOUNT	10B. PURPOSE (Streets, sidewalks, sewers, etc.)	10C. HOW PAYABLE
	n/a	

## MORTGAGE

A. PRESENT HOLDER OF MORTGAGE (i.e., Mortgagee, Investor)  James & Jennifer Hammond			
B. DATE OF MORTGAGE  Feb. 24, 1981	11C. DATE OF NOTE OR BOND  Feb. 24, 1981	11D. INSTALLMENT DUE DATE  1st of month	11E. MORTGAGE RECORDED AT: (Insert book, page number, County, etc., and date recorded)  Book 203, Page 988-989, 990, 991 Columbia County, Feb. 26, 1981

2. REMARKS		
3. DATE  June 24, 1982	14. NAME OF HOLDER OR SERVICING AGENT  FIRST FEDERAL SAVINGS & Loan Ass'n of Hazleton 12 E. BROAD STREET HAZLETON, PA.	15. SIGNATURE AND TITLE OF AUTHORIZING OFFICIAL  Jo Ann Sobietz Account Manager



<b>Veterans Administration</b>		<b>PRIVACY ACT INFORMATION</b> — This form provides information which is required by 38 U.S.C. 1816(a) so that appropriate action can be taken if default is not cured. This information will only be disclosed outside the VA as permitted by law.	
<b>NOTICE OF DEFAULT</b> (Chapter 37, Title 38, U.S.C.)			
DATE OF THIS NOTICE  5/16/85	NOTE: VA Loan Number must be numeric, 7 digits, with leading zeroes.	VA LOAN NO.  3078-934	INSTRUCTIONS — Please type or print. Note the special instructions for "VA Loan No." and Items 1-4 and 7, as these entries will be used for VA coding purposes. Return copies 1 and 2 to the VA. Copy 3 may be retained for your records.

<b>HOLDER'S NOTICE</b>	
(Complete Regional Office/Center Address) Veterans Administration Loan Guaranty Division  Wissahickon Ave. & Manheim Sts. P.O. Box 8079 Philadelphia, PA 19101	HOLDER'S NAME, ADDRESS AND PHONE NUMBER First Federal S & L Association of Hazleton, 12 E. Broad St. Hazleton, PA 18201  SERVICING AGENT'S NAME, ADDRESS AND PHONE NO. (Complete only if different from holder shown above.)  N/A
PURPOSE OF LOAN (check one) <input checked="" type="checkbox"/> HOME (1) <input type="checkbox"/> FARM (6) <input type="checkbox"/> BUSINESS (7) <input type="checkbox"/> HOME CONDO. (8) <input type="checkbox"/> HOME REFIN. (5) <input type="checkbox"/> MOBILE HOME (9)	

<b>DESCRIPTION OF DELINQUENT LOAN</b>			
NOTE: Enter number only with spaces, dashes, etc. DO NOT ENTER MORE THAN 14 CHARACTERS.			
1. SERVICER LOAN NO.  01 40007188	2. DATE OF FIRST UNCURED DEFAULT Example: Enter 05 01 80 for May 1, 1980 MONTH DAY YEAR 1 2 0 1 8 4		
3. NAME OF PRESENT OWNER Castaneda, Romulo	NOTE Items 3, 4A and 4B: Do not enter more than 25 characters in these areas.	5. COUNTY OR PARISH (Property location) Columbia County	
4. ADDRESS OF PRESENT OWNER Enter in Items A and B MUST be limited to 25 characters.) 559 Ash Street	6. PROPERTY ADDRESS (If different than Item 4) 311 Walnut St. Berwick, PA 18603		
7. DATE OF FIRST PAYMENT (Per loan instruments) Example: Enter 01 78 for Jan 1, 1978 MONTH DAY YEAR 0 4 0 1 8 1	8. ORIGINAL VETERAN'S NAME AND PRESENT ADDRESS (If different than Items 3 and 4 above.) James W. Hammond 72 New Alander St., Apt. 1 Wilkes-Barre, PA 18702	9. AMOUNT OF EACH INSTALLMENT PRINCIPAL AND INTEREST \$ 486.81 TAX AND INSURANCE 34.19 OTHER TOTAL \$ 521.00	
10. OTHER DEFAULT (Specify, i.e., real estate, taxes, insurance, special assessments, etc.)  N/A	11. AMOUNT OF DEFAULT PRINCIPAL \$ 1,620.18 INTEREST 493.72 TAX AND INSURANCE 136.76 TOTAL \$ 2,250.66	12. OUTSTANDING LOAN BALANCE AS OF: (Date) 5/16/85 AMOUNT \$ 43,886.25	

<b>HOLDER'S LOAN SERVICING</b>			
13. CONTACT(S) WITH DEBTOR/GAGOR TYPE NUMBER LETTER/WIRE 4 FACE TO FACE 0 TELEPHONE 0	14. DATES OF PROPERTY INSPECTIONS to be anticipated	15. CONDITION OF PROPERTY N/A	16. PROPERTY OCCUPIED BY <input type="checkbox"/> ORIGINAL VETERAN <input type="checkbox"/> TRANSFEREE <input type="checkbox"/> TENANT <input checked="" type="checkbox"/> VACANT
17. A. MONTHLY INCOME B. MONTHLY OBLIGATIONS C. BORROWER'S ATTITUDE TOWARD DEFAULT D. PLACE OF EMPLOYMENT E. WORK TELEPHONE NUMBER F. HOME TELEPHONE NUMBER	TERAN ? ? No contact Bechtel Corporation	Unknown (disconnected)	
18. REASON FOR DEFAULT Borrower transferred out of area.			

SUMMARY OF LOAN SERVICING (Must give complete details to support conclusion that forbearance is or is not warranted. Include repayment schedules or other arrangements, etc.)

Various letters, Moved, no forwarding address--telephone disconnected.  
House was listed with Century 21 in Berwick, but it ran out and realtor has had no contact with owner.

NAME AND TITLE OF AUTHORIZED OFFICIAL (Type or print)  
Vernon C. Malin, Loan Service Officer☒ HOLDER  
☐ SERVICING AGENT

22. SIGNATURE OF AUTHORIZED OFFICIAL

Vernon C. Malin

VETERANS ADMINISTRATION NOTICE OF INTENTION TO FORECLOSE (Submit original only by Certified Mail)		VA LOAN NUMBER #3078-934	SERVICER'S LOAN NUMBER #01 40007188
PRIVACY ACT INFORMATION - This information is required by 38 U.S.C. 1816 (a) so that VA can make appropriate determinations about foreclosure and payment of claim, if any. This information will only be disclosed outside of the VA as permitted by law.		DATE OF THIS NOTICE 5/29/85	
TO (Complete Regional Office / Center address) VETERANS ADMINISTRATION LOAN GUARANTY DIVISION Wissahickon Ave. & Manheim Sts. P.O. Box 8079 Philadelphia, PA 19101		1A. HOLDER'S NAME, ADDRESS AND PHONE NUMBER FIRST FEDERAL SAVINGS & Loan Ass'n of Hazleton 12 E BROAD STREET HAZLETON, PA 18101	
1B. NAME AND PHONE NUMBER OF PROPERTY OWNER Castaneda, Romulo		1C. SERVICING AGENCY NAME, ADDRESS AND PHONE NUMBER (Complete only if different from holder's address in 1A above) N/A	
2. ORIGINAL VETERAN BORROWER (Name and present or last known address if different from item 1B) James W. Hammond 72 New Alander St., Apt. 1 Wilkes-Barre, PA 18702		3A. LOCATION OF PROPERTY 311 Walnut St. Berwick, PA 18603	
3. DATE OF FIRST UNCURED DEFAULT		3B. PURPOSE OF LOAN (Check) <input checked="" type="checkbox"/> HOME <input type="checkbox"/> HOME (Refinancing) <input type="checkbox"/> HOME (Condominium) <input type="checkbox"/> BUSINESS <input type="checkbox"/> FARM <input type="checkbox"/> MOBILE HOME	
4. POSSIBILITIES OF CURING DEFAULT HAVE BEEN EXHAUSTED? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "No," explain in item 13)		5. WERE OTHER TRANSFEREES INVOLVED? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "Yes," complete as much as possible of item 7)	
7. OTHER TRANSFEREE DATA			
NAME (A)	LAST KNOWN ADDRESS (B)	NAME OF EMPLOYER (C)	ADDRESS OF EMPLOYER (If known) (D)
8. REPOSSESSION AND/OR FORECLOSURE DATA			
9. PROCEEDINGS WILL BE INSTITUTED ON OR AFTER (Date) 6/11/85	10. PROCEEDINGS UNDER EMERGENCY PROVISIONS OF VAR 4280 (E) OR 4317 (A) WERE INSTITUTED ON (Date) N/A	11. ESTIMATED COST OF FORECLOSURE AND/OR REPOSSESSION 1,000.00	
		12. UNPAID BALANCE OF LOAN INCLUDING UNPAID ACCRUED INTEREST A. DATE 5/30/85 B. AMOUNT \$ 43,886.25	
13. TOTAL AMOUNT OF DELINQUENCY		14. OTHER PRIOR LIENS (If any)	
PRINCIPAL	\$ 1,620.18	A. SPECIAL ASSESSMENTS (Include future installments) \$ 00.00	
INTEREST	493.72	B. PAST DUE GROUND RENTS \$ N/A	
CHARGES (Under VAR 4246 (A) or 4313 (A))	136.76	C. DELINQUENT TAXES \$ N/A	
		D. OTHER (Specify) \$ N/A	
TOTAL DELINQUENCY \$ 2,250.66		15. VOLUNTARY CONVEYANCE DATA (VAR 4253 (C) or 4320 (C))	
		A. IS DEED IN LIEU OF FORECLOSURE OR VOLUNTARY CONVEYANCE OF THE SECURITY OBTAINABLE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "Yes," complete item 12B)	
		B. WOULD IT BE LEGALLY FEASIBLE TO ACCEPT SUCH CONVEYANCE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
16. SUMMARY OF LOAN SERVICING SINCE NOTICE OF DEFAULT WAS GIVEN (Continue on reverse, if necessary) Various letters; Moved and left no forwarding address. Telephone is disconnected and Realtor cannot reach him. Century 21 in Bloomsburg has listing.			
17. OCCUPANCY DATA			
A. IS PROPERTY OCCUPIED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		B. OCCUPANT IS (Check) <input type="checkbox"/> ORIGINAL BORROWER <input type="checkbox"/> TRANSFEREE <input type="checkbox"/> TENANT <input type="checkbox"/> OTHER (Specify)	
C. RENTAL RATE (Month, year, etc.) \$ N/A PER			
D. IF VACANT, KEYS TO PROPERTY MAY BE OBTAINED FROM: Century 21, Covered Bridges Realty		E. NAME OF OCCUPANT (If other than original borrower) N/A	
F. IF VACANT, HAVE STEPS BEEN TAKEN TO PROTECT PROPERTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		G. DATE TO WHICH RENT IS PAID N/A	
		H. DATE LEASE EXPIRES N/A	
I. NAME AND TITLE OF AUTHORIZED OFFICIAL HOLDER Vernon C. Malin, Loan Service Officer		J. SIGNATURE OF AUTHORIZED OFFICIAL <i>Vernon C. Malin</i>	