

SHERIFF'S SALE
FINAL COST SHEET

FIRST EASTERN BANK, N.A. VS. H & C SALES & MFG., INC.

NO. 31 of 1986

DATE OF SALE: 9/25/86

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

\$ 21,373.67

\$ 122.48

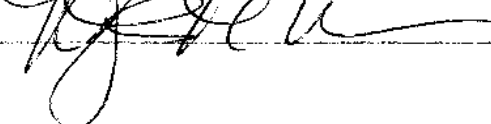
TOTAL NEEDED TO PURCHASE

\$ 21801.15
21301.15

Less 500.00

PURCHASER(S): First Eastern Bank, N.A.

NAME(S) ON DEED: First Eastern Bank, N.A.

PURCHASER(S)' SIGNATURE(S): 

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):



\$ 21445.19
Amount Due P/gmt. fee
\$ 144.04
- 2.50
141.54

SHERIFF'S SALE - COST SHEET

THE FIRST EASTERN BANK, N.A.

VS. H & C SALES & MFG., INC.

NO. 31 of 1986

DATE OF SALE: 9/25/86

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 28.00
Service	9.00
Mailing	9.00
Advertising, Sale Bills & Newspapers	27.00
Posting Handbills	27.00
Mileage	2.50
Crying/Adjourn of Sale	14.00
Sheriff's Deed	10.00
Distribution	9.00
Other <u>copywork</u>	3.00
<u>deputizing Mtr.Cty.</u>	5.00
TOTAL	\$ 143.50

Press-Enterprise, Inc.	\$ 340.58
Henrie Printing	51.60
Solicitor's Services	30.00
TOTAL	\$ 422.18

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

RECORDER OF DEEDS: Copywork	\$ ---
Deed	14.50
Other <u>SEARCH</u>	5.00
TOTAL	\$ 19.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>86</u>	\$ 2,116.50
School Taxes, District <u>Bloomsburg</u> , 19 <u>86</u>	9,379.89
Delinquent Taxes, 19 <u>85</u> , 19 <u>86</u> , 19 <u>86</u> (Total Amts.)	9,273.10
TOTAL	\$ 20,769.49

MUNICIPAL RENTS:

Sewer - Municipality	19	\$ ---
Water - Municipality	19	---
TOTAL		\$ ---

SURCHARGE FEE: (State Treasurer)

\$ ---

MISCELLANEOUS: LIEN CERTIFICATE
DSTF SURCHARGE

\$ 2.00
2.00

TOTAL \$ 4.00

TOTAL COSTS \$ 21,373.67



FIRST EASTERN BANK
WILKES-BARRE, PA.

CASHIER'S CHECK

PAY
TO THE
ORDER OF

Sheriff's Department of
Columbia County
214 W. 10th St.
Wilkes-Barre, Pa.

REMITTER

First Eastern Bank/H & C Sales

September 25, 1986

DATE

\$21,445.19

AMOUNT

C/L 01243213

80-58
313

⑈243213⑈ ⑆031300562⑆

1052⑈0150140⑈ 17

Edward J. Lalor
AUTHORIZED SIGNATURE

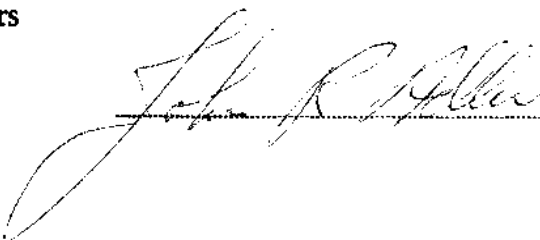
To the Honorable, the Judges within named:

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 25TH day of SEPTEMBER 1986, at 10:30 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FIRST EASTERN BANK, N.A.

for the price or sum of TWENTY ONE THOUSAND EIGHT HUNDRED AND ONE DOLLARS AND FIFTEEN CENTS (21,801.15) includes \$427.48 in poundage Dollars FIRST EASTERN BANK, N.A. being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs SEE ATTACHED

Sheriff's Office, Bloomsburg, Pa. }

So answers



Sheriff

SHERIFF'S SALE
DISTRIBUTION SHEET

FIRST EASTERN BANK, N.A. VS. H. & C SALES & MFG., INC.

NO. 444 of 1986 JD
NO. 31 of 1986 ED

DATE OF SALE: 9/25/86

Bid Price	\$ <u>21,373.67</u>	
Poundage	<u>427.48</u>	
Transfer Taxes	<u>-----</u>	
Total Needed to Purchase		\$ <u>21,801.15</u>
Amount Paid Down		<u>21,445.19</u> plus 500.00
Balance Needed to Purchase		DUE ATTY. <u>144.04</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>143.50</u>	
Poundage	<u>427.48</u>	\$ <u>570.98</u> ✓
Press-Enterprise		<u>340.58</u> 721
Henry Printing		<u>51.60</u> 822
Solicitor		<u>30.00</u> 421
Columbia County Prothonotary		<u>15.00</u> 424
Columbia County Recorder of Deeds - Deed copy work		<u>19.50</u> 425
Realty transfer taxes		
State stamps		
Tax Collector (BERT LIEBY, MONTOUR TWP.)		<u>11,496.39</u> 426
Columbia County Tax Assessment Office		<u>9,273.10</u>
State Treasurer		<u>2.00</u> 326
Other: TAX CLAIM BUREAU LIEN CERTIFICATE		<u>2.00</u> 827
TOTAL EXPENSES		\$ <u>21,373.67</u>

Total Needed to Purchase	\$ _____
Less Expenses	\$ _____
Net to First Lien Holder	\$ _____
Plus Deposit	\$ _____
Total to First Lien Holder	\$ _____

to 443.

141.50

1786
County Taxes

BILL NO.

DATE

FOR COLUMBIA COUNTY

DESCRIPTION

ASSESSMENT

MILLS

LESS PAYMENT

TAX

FOR COLUMBIA COUNTY	DESCRIPTION	ASSESSMENT	MILLS	LESS PAYMENT	TAX	DATE	BILL NO.
COUNTY R.E.	75540	22.00	1.828.66	1.861.86	1.828.66	03/01/86	00253
TWP/BORO R.E.	2.00	128.06	151.08	151.08	166.19		
PENALTY AT PROPERTY DESCRIPTION					1.894.26		
COUNTY 10% TWP/BORO 10%					1.894.26		
ACCT NO. 12091					JUN 30		
PARCEL 25-02A-8-17					ON BEFORE		
L-3.57AC					1.894.26		
COMMERCIAL					JUN 30		
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT					ON BEFORE		
7,140					1.894.26		
68,400					JUN 30		
THIS TAX RETURN					ON BEFORE		
TO COURT HOUSE					1.894.26		
JANUARY 23, 1987					JUN 30		
TOTAL					1.894.26		
75,540					JUN 30		

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 75,540

FOR COLUMBIA COUNTY	DESCRIPTION	ASSESSMENT	MILLS	LESS PAYMENT	TAX	DATE	BILL NO.
COUNTY R.E.	4630	22.00	99.82	101.86	112.05	03/01/86	00254
TWP/BORO R.E.	2.00	9.07	9.26	9.26	10.19		
PENALTY AT PROPERTY DESCRIPTION					112.05		
COUNTY 10% TWP/BORO 10%					112.05		
ACCT NO. 32603					JUN 30		
PARCEL 25-02-B-55					ON BEFORE		
L-92.02AC					112.05		
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT					JUN 30		
6,630					112.05		
THIS TAX RETURN					JUN 30		
TO COURT HOUSE					112.05		
JANUARY 23, 1987					JUN 30		
TOTAL					112.05		
6,630					JUN 30		

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 6,630

2116.50

MONTOUR TWP
MAKE CHECKS PAYABLE TO:
BERT L. LEIBY
121 LEGION ROAD
BLOOMSBURG, PA. 17815

HOURS MON, TUES, & THUR 6-7 PM
OR ANY TIME WHEN HOME, MON IS
IN APR & AUG AT MONTOUR TWP
PHONE 356-7765 FIRE HALL

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

M H & C SALES MANUFACTURING
I P.O. BOX 210
L BLOOMSBURG, PA 17815
T O

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

MONTOUR TWP
MAKE CHECKS PAYABLE TO:

BERT L. LEIBY
121 LEGION ROAD
BLOOMSBURG, PA. 17815

HOURS MON, TUES, & THUR 6-7 PM
OR ANY TIME WHEN HOME, MON IS
IN APR & AUG AT MONTOUR TWP
PHONE 356-7765 FIRE HALL

M H & C REALTY
I BOX 265 P.O. 4
L BLOOMSBURG, PA 17821
T O

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

1986
School Taxes

TAX NOTICE

MONTOUR TWP

MAKE CHECKS PAYABLE TO:

BERT L. LEIBY

121 LEGION ROAD

BLOOMSBURG, PA. 17815

HOURS MON, TUES, & THUR 4-7 PM

OR ANY TIME WHEN HOME, MON'S

IN APR & AUG AT MONTGOMERY TWP

PHONE 356-7765 FIRE HALL

TAXES ARE DUE & PAYABLE. CASH OR PAYMENT IS REQUESTED

M H & C SALES MANUFACTURING

1 P.O. BOX 210

L BLOOMSBURG, PA

17815

T O

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

FOR BLOOMSBURG AREA SCHOOL DISTRICT DATE 07/01/86 BILL NO. 00257

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
SCHOOL R.E.	75540	17.00	3,661.42	8,838.18	9,722.00	

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

↑

8,661.42
AUG 31
IF PAID ON OR BEFORE

9,722.00
NOV 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION

SCHOOL 10%

ADCT NO 12091

PARCEL 25-02A-8-17

L-3,57AC

COMMERCIAL

7,140

38,400

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 75,540

THIS TAX RETURN TO COURT HOUSE JANUARY 23, 1987

TAX NOTICE

MONTOUR TWP

MAKE CHECKS PAYABLE TO:

BERT L. LEIBY

121 LEGION ROAD

BLOOMSBURG, PA. 17815

HOURS MON, TUES, & THUR 4-7 PM

OR ANY TIME WHEN HOME, MON'S

IN APR & AUG AT MONTGOMERY TWP

PHONE 356-7765 FIRE HALL

TAXES ARE DUE & PAYABLE. CASH OR PAYMENT IS REQUESTED

M H & C REALTY

1 BOX 263 R.D. 4

L DANVILLE, PA

17821

T O

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

FOR BLOOMSBURG AREA SCHOOL DISTRICT DATE 07/01/86 BILL NO. 00250

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
SCHOOL R.E.	46301	17.00	330.88	541.71	595.31	

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

↑

530.88
AUG 31
IF PAID ON OR BEFORE

595.31
NOV 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION

SCHOOL 10%

ADCT NO 32606

PARCEL 25-02-8-55

L-92.62AC

4,630

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 4,630

THIS TAX RETURN TO COURT HOUSE JANUARY 23, 1987

937989

LIEN CERTIFICATE

Date July 11, 1986

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

Owner or Reputed Owner: H & C. Sales & Mfg., Inc.

Former Owner: _____

Parcel No. 25-02A-8-17 Deed & Page _____

Description 3.57 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985			9,263.10	9,263.10
TCB FEE				10.00
TOTAL				9,273.10

The above figures represent the amounts due during the month of Sept. 1986

Requested by: John Adler, Sheriff

Fee \$2.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D Long
Director

PS Form 3811, July 1983 447-945

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

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

1 ☒ Show to whom, date and address of delivery.

2. ☐ Restricted Delivery.

3. Article Addressed to:

Small Business Administration
20 N. Pennsylvania Avenue
Room 2327
Wilkes-Barre, Pa. 18701

4. Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P 307 194 127

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature Addressee

X

6. Signature Agent

X

Date of Delivery

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

DOMESTIC RETURN RECEIPT

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Berishine~~, 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

H. & C. Sales & Mfg., Inc.

and find as follows:

See photostatic copies attached.

Fee\$5.00

In testimony whereof I have set my hand and
seal of office this 26th day of August
A.D., 19 86

Beverly J. Michael RECORDER

This Indenture,

MADE THE 8th day of June in the year
of our Lord one thousand nine hundred Seventy-Eight (1978).
BETWEEN H & C SALES & MFG., INC.

a Corporation, created and existing under
the laws of the Commonwealth of Pennsylvania,
having its principal place of business in Bloomsburg, Columbia County, Pennsylvania,

and FIRST EASTERN BANK, NA
a Corporation,
created and existing under the laws of the United States of America
having its principal place of business in the Town of Bloomsburg, Columbia County,
Pennsylvania
party of the first part,
party of the second part:

WHEREAS, the said H & C SALES & MFG., INC.

, a Corporation,
in and by its certain obligation, or writing obligatory, under its corporate seal, duly executed and
bearing even date herewith, stands bound unto the said party of the second part in the sum of
SEVEN HUNDRED FIFTY THOUSAND (\$750,000.00)

Dollars,
conditioned for the payment of the just and full sum of THREE HUNDRED SEVENTY-FIVE THOUSAND
DOLLARS (\$375,000.00) with interest at the rate of NINE and ONE-QUARTER PERCENT
(9¼%) per annum on the unpaid monthly balances until paid, payable as follows:
During the first SIX (6) months of this obligation, interest only shall be paid
on the 25th day of each month computed per diem on the principal advances then
outstanding, and thereafter the principal and interest shall be paid in monthly
installments of FOUR THOUSAND EIGHT HUNDRED ONE DOLLARS and THIRTY-TWO CENTS
(\$4,801.32) each commencing on the 25th day of DEC., 1978, and on the
25th day of each following month until the principal and interest are fully
paid, said payment to be applied first to payment of interest and balance to
principal, except that any remaining balance of principal and interest shall
become due and payable at the end of TEN (10) years and SIX (6) months from the
date Hereof, with the privilege to the Mortgagor to repay at any time without
premium or fee the entire balance of principal or any part thereof.
The Mortgagor shall pay to the holder hereof a late charge of 2 percent of
any monthly installment not received by the holder within fifteen (15) days after
the installment is due.

THIS IS A CONSTRUCTION MORTGAGE AND SHALL COVER ALL ADVANCES ON THE CONSTRUCTION
PROJECT.

together with the premiums of insurance, taxes, municipal assessments and charges from time to
time assessed against or upon the hereinafter described mortgaged premises, without any fraud or
further delay, as in and by the said recited obligation and the conditions thereof, relation to the
same being had, more fully and at large appears, and in case of default in payment as aforesaid,
shall also pay all costs, fees and expenses of collecting the same including an attorney's commission
of five per centum.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as well for
and in consideration of the aforesaid debt or sum of THREE HUNDRED SEVENTY-FIVE THOUSAND
(\$375,000.00) Dollars,
and for the better securing the payment thereof unto the said party of the second part, its succes-
sors and assigns, in discharge of the said obligation above recited, as for and in consideration of

the further sum of one dollar in specie, well and truly paid to the said party of the first part, by the said party of the second part, at and before the enrolling and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns, ALL THOSE CERTAIN PIECES, PARCELS AND TRACTS OF LAND situate in the Township of Montour, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT #1 - BEGINNING at an iron pin in the southerly right-of-way line of U. S. Route 11 and in line of land of Raymond Gorringer;

THENCE by the southerly right-of-way line of U. S. Route 11, North 85 degrees 30 minutes East 145 feet to an iron pin in the westerly sideline of a proposed street;

THENCE by the westerly sideline of said street and other lands of H & C South 4 degrees 30 minutes East 536.5 feet to an iron pin in the northerly right-of-way line of the Reading Railroad Company;

THENCE by the latter North 79 degrees 40 minutes West 77.9 feet to an iron post in line of land of Myron Keller;

THENCE by land of said Keller and the aforementioned Gorringer, North 12 degrees 10 minutes West 521.5 feet to an iron pin in the southerly right-of-way line of U. S. Route 11, the place of BEGINNING.

This description was prepared from draft of A. Carl Wolfe, P. E., dated March 17, 1965. CONTAINING 1.34 acre. A sales warehouse and Manufacturing facilities are erected thereon.

Being the same premises acquired by the Mortgagor by deed at Columbia County Deed Book 263 page 42.

TRACT #2 - BEGINNING at a point in the southerly right-of-way line of U. S. Route #11, said point being the northeast corner of another parcel of land of H & C Sales & Mfg., Inc.;

THENCE along the southerly right-of-way line of U. S. Route #11, North 84 degrees 30 minutes East 100 feet to a point;

THENCE South 4 degrees 30 minutes East 550 feet, more or less, to a point in the northerly line of the right-of-way line of the Railroad Company/

THENCE following the right-of-way line of the said railroad in a northwesterly direction 110 feet, more or less, to an iron pin in line of other land of H & C Sales & Mfg., Inc.;

THENCE along the eastern line of said parcel North 4 degrees 30 minutes West 536.5 feet to the point and place of BEGINNING.

BEING the same premises acquired by the Mortgagor by deed dated May 30, 1974 and recorded in Columbia County Deed Book 267 page 657.

TRACT #3 - BEGINNING at an iron pin in the southerly right-of-way line of U. S. Route #11, said iron pin being the northeast corner of another parcel consisting of 2.65 acres of land of H & C Sales & Mfg., Inc.;

THENCE along the southerly right-of-way line of U. S. Route #11, North 85 degrees 30 minutes East 70 feet to an iron pin;

THENCE along land of H & C Farms South 4 degrees 30 minutes East 588.9 feet to an iron pin in the northerly line of the right-of-way of the Reading Railroad Company;

THENCE following the right-of-way line of said railroad in a northwesterly direction 72.4 feet to an iron pin in line of other land of H & C Sales & Mfg., Inc.;

THENCE along the eastern line of said parcel North 4 degrees 30 minutes West 567.3 feet to the iron pin on the southerly line of U. S. Route #11, being the point and place of BEGINNING.

CONTAINING 0.92 acres as shown on survey of A. Carl Wolfe, P. E., dated May 3, 1978.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

AND it is further understood and agreed, that the said party of the first part, its successors and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured in some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least Three Hundred Seventy-Five Thousand ----- Dollars, and shall take no insurance upon said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper mortgagee or loss payable clause attached, shall be delivered to and held by the said party of the second part, its successors or assigns, as collateral security for the payment of moneys secured hereby, and in case said party of the first part, its successors or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said party of the second part, its successors or assigns, may take out such policy or policies in its own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) ----- days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the said party of the second part, its successors or assigns, become due and payable forthwith; and thereupon an action of mortgagee foreclosure as now provided by Pennsylvania Procedural Rules 1141 to 1148, both inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent. of the penal sum. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS, that if the said H & C SALES & MFG., INC., a Corporation, its successors or assigns, does and shall well and truly pay, or cause to be paid unto the said party of the second part, its successors or assigns, the aforesaid debt or sum of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00) ----- on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

IN WITNESS WHEREOF, the said H & C SALES & MFG., INC., Corporation, has caused this Indenture to be signed by its President or Vice President and sealed with its corporate seal, attested by its Secretary or Assistant Secretary, under and by authority of its Board of Directors.

H & C SALES & MFG., INC.

By

President

Attest:

John R. Christian
Asst. Secretary.



I do hereby certify that the precise residence and complete post office address of the within named mortgagee is Main and Market Streets, Bloomsburg, Pennsylvania 17815

C.B. Pausel

Attorney for

Bank

State of PENNSYLVANIA

County of COLUMBIA

On this, the 9th day of June, 1978, before me, personally appeared _____ acknowledged himself to be the

day of June, 1978, the undersigned officer, who is a Notary Public, President of H & C Sales & Mfg., Inc.

a Corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

Mary Clapp

Mary Clapp, Notary Public

Bloomsburg, Columbia County

My Commission Expires April 13, 1981



REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$7.50
JUN 9 9 35 AM '78

Mortgage

H & C SALES & MFG., INC.,

MORTGAGEE,

TO

FIRST EASTERN BANK, NA.

MORTGAGEE.

LAW OFFICES
CHARLES S. PURSEL
238 Market Street
Bloomsburg, Penna.

COMMONWEALTH OF PENNSYLVANIA,

County of Columbia 9:35 a.m.

RECORDED on this 9th day of June

A. D. 1978, in the Recorder's office of said County, in Mortgage Book

Vol. 190, Page 122

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

Marvin J. Roach, Recorder.

This Indenture,

MADE THE ^{6th} day of MAY in the year
of our Lord one thousand nine hundred EIGHTY-ONE (1981).
BETWEEN H & C SALES & MFG. INC.,

a Corporation, created and existing under
the laws of the Commonwealth of Pennsylvania,
having its principal place of business in Bloomsburg, Columbia County, Pennsylvania,

and FIRST EASTERN BANK, N. A. party of the first part,

a Corporation,
created and existing under the laws of the United States of America
having its principal place of business in the Town of Bloomsburg, Columbia County, Pennsylvania,
party of the second part:

WHEREAS, the said H & C SALES & MFG. INC.,

a Corporation,
in and by its certain obligation, or writing obligatory, under its corporate seal, duly executed and
bearing even date herewith, stands bound unto the said party of the second part in the sum of
ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) -----
conditioned for the payment of the just and full sum of ^{Dollars} EIGHTY THOUSAND DOLLARS (\$80,000.00)
PAYABLE AS FOLLOWS:

The sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) with interest at the
rate of ONE and ONE-HALF PERCENT (1½%) per annum above the base rate of First Eastern
Bank, N.A., in effect from time to time hereafter, and as such rate is changed,
the interest shall accrue at the new rate effective on the day of such change,
provided, however, under no circumstances shall the interest charged exceed the
maximum rate allowed by Pennsylvania law. Interest is to be calculated on the
unpaid monthly balances until paid, payable as follows: During the first six
(6) months of the obligation, interest only will be paid, as set forth above, on
advances made. Thereafter the principal will be repaid SIX HUNDRED SIXTY-SIX DOLLARS
and SIXTY-SEVEN CENTS (\$666.67) per month for TEN (10) years together with interest.

During the term of this obligation interest shall be paid on the
^{10th} day of each month computed per diem on the principal advances then out-
standing.

All payments received are to be applied first to payment of interest
and balance to principal, with the principal payable on demand.

The Mortgagor has the privilege to repay at any time without premium
or fee the entire balance of principal or any part thereof.

A late charge of four percent (4%) will be imposed on any payments
received later than fifteen (15) days from the date due.

together with the premiums of insurance, taxes, municipal assessments and charges from time to
time assessed against or upon the hereinafter described mortgaged premises, without any fraud or
further delay, as in and by the said recited obligation and the conditions thereof, relation to the
same being had, more fully and at large appears, and in case of default in payment as aforesaid,
shall also pay all costs, fees and expenses of collecting the same including an attorney's commission
of five per centum.

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, as well for
and in consideration of the aforesaid debt or sum of EIGHTY THOUSAND (\$80,000.00) -----
Dollars,
and for the better securing the payment thereof unto the said party of the second part, its succes-
sors and assigns, in discharge of the said obligation above recited, as for and in consideration of

the further sum of one dollar in specie, well and truly paid to the said party of the first part, by the said party of the second part, at and before the encasing and delivery hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released and confirmed, and by these presents does grant, bargain, sell, release and confirm unto the said party of the second part, its successors and assigns. ALL THOSE CERTAIN PIECES, PARCELS AND TRACTS OF LAND situate in the Township of Montour Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT #1 - BEGINNING at an iron pin in the southerly right-of-way line of U. S. Route 11 and in line of land of Raymond Gerringer;

THENCE by the southerly right-of-way line of U. S. Route 11, North 95 degrees 30 minutes East 145 feet to an iron pin in the westerly sideline of a proposed street;

THENCE by the westerly sideline of said street and other lands of H & C South 4 degrees 30 minutes East 536.5 feet to an iron pin in the northerly right-of-way line of the Reading Railroad Company;

THENCE by the latter North 79 degrees 40 minutes West 77.9 feet to an iron post in line of land of Myron Keller;

THENCE by land of said Keller and the aforementioned Gerringer, North 12 degrees 10 minutes West 521.5 feet to an iron pin in the southerly right-of-way line of U. S. Route 11, the place of BEGINNING.

This description was prepared from draft of A. Carl Wolfe, P. E., dated March 17, 1965. CONTAINING 1.34 acre. A sales warehouse and manufacturing facilities are erected thereon.

BEING the same premises acquired by the Mortgagor by deed at Columbia County Deed Book 263 page 42.

TRACT #2 - BEGINNING at a point in the southerly right-of-way line of U. S. Route #11, said point being the northeast corner of another parcel of land of H. & C Sales & Mfg., Inc.;

THENCE along the southerly right-of-way line of U. S. Route #11, North 84 degrees 30 minutes East 100 feet to a point;

THENCE South 4 degrees 30 minutes East 550, feet, more or less, to a point in the northerly line of the right-of-way line of the Railroad Company;

THENCE following the right-of-way line of the Railroad in a northwesterly direction 110 feet, more or less, to an iron pin in line of other land of H & C Sales & Mfg., Inc.;

THENCE along the eastern line of said parcel North 4 degrees 30 minutes West 536.5 feet to the point and place of BEGINNING.

BEING the same premises acquired by the Mortgagor by deed dated May 30, 1974 and recorded in Columbia County Deed Book 267 page 657.

TRACT #3 -BEGINNING at an iron pin in the southerly right-of-way line of U. S. Route #11, said iron pin being the northeast corner of another parcel consisting of 2.65 acres of land of H. & C. Sales & Mfg., Inc.,;

THENCE along the southerly right-of-way line of U. S. Route #11, North 85 degrees 30 minutes East 70 feet to an iron pin;

THENCE along land of H & C Farms South 4 degrees 30 minutes East 588.9 feet to an iron pin in the northerly line of the right-of-way of the Reading Railroad Company;

THENCE following the right-of-way line of said railroad in a northwesterly direction 72.4 feet to an iron pin in line of other land of H & C Sales & Mfg., Inc.,;

THENCE along the eastern line of said parcel North 4 degrees 30 minutes West 567.3 feet to the iron pin on the southerly line of U. S. Route #11, being the point and place of BEGINNING.

CONTAINING 0.92 acres as shown on a survey of A. Carl Wolfe, P. E., dated May 3, 1978.

TOGETHER with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, TO HAVE AND TO HOLD the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns forever.

AND it is further understood and agreed, that the said party of the first part, its successors and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured in some good and reliable fire insurance company or companies licensed to transact business in the Commonwealth of Pennsylvania, in the amount of at least EIGHTY THOUSAND (\$80,000.00) Dollars, and shall take no insurance upon said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper mortgagee or loss payable clause attached, shall be delivered to and held by the said party of the second part, its successors or assigns, as collateral security for the payment of moneys secured hereby, and in case said party of the first part, its successors or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said party of the second part, its successors or assigns, may take out such policy or policies in its own name, and may pay such taxes, municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from the time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for thirty (30) days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the said party of the second part, its successors or assigns, become due and payable forthwith; and thereupon an action of mortgagee foreclosure as now provided by Pennsylvania Procedural Rules 1141 to 1148, both inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent. of the penal sum. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

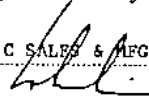
PROVIDED ALWAYS, NEVERTHELESS, that if the said H & C SALES & MFG., INC., a Corporation, its successors or assigns, does and shall well and truly pay, or cause to be paid unto the said party of the second part, its successors or assigns, the aforesaid debt or sum of EIGHTY THOUSAND (\$80,000.00)

on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation or abatement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

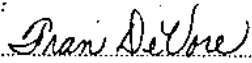
IN WITNESS WHEREOF, the said H & C SALES & MFG., INC.

, Corporation, has caused this Indenture to be signed by its President or Vice-President and sealed with its corporate seal, attested by its Secretary or Assistant Secretary, under and by authority of its Board of Directors.

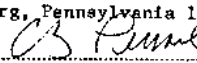
H & C SALES & MFG., INC.

By  President

Attest:


Secretary.

I do hereby certify that the precise residence and complete post office address of the within named mortgagee is Main and Market Street, Bloomsburg, Pennsylvania 17815

Attorney for  BANK

State of PENNSYLVANIA

County of COLUMBIA

On this, the Sixth day of May, 1981, before me, A Notary Public, personally appeared John Gummo, acknowledged himself to be the President of H & C Sales & Mfg. Inc., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

Sandra A. Munsell
SANDRA A. MUNSELL, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires Nov. 10, 1983
Title of Officer.

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX \$50.00 FEE 7.50

MAY 12 10 46 AM '81

#122
Mortgage

H & C SALES & MFG. INC.

MORTGAGOR.

TO

FIRST EASTERN BANK, N. A.

MORTGAGEE.

LAW OFFICES
DEER AND PURSEL
238 Market Street
Bloomsburg, Penna.
C. B. Pursel

COMMONWEALTH OF PENNSYLVANIA,

County of Columbia 10:46 a.m.

RECORDED on this 12th day of May,

A. D. 1981, in the Recorder's office of said County, in Mortgage Book

Vol. 204, Page 900.

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

Beverly J. Michael, Acting Recorder.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SHERIFF'S SALE WORKING OUTLINE

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

DATE SENT

DATE REC.

S-16

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monter - 623

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

- * ONCE SERVED DOCKET SERVICE
- * SEND COPY OF SERVICE TO ATTY.

- * SEND DESCRIPTION TO PRINTER
- * SEND NOTICE TO PRESS FOR PUBLICATION

- * ONCE HANDBILLS ARE RECEIVED SEND COPIES TO:

RECORDER OF DEEDS.

TAX OFFICE

PROTH.

ASSESSMENT

POST IN SHERIFF'S OFFICE

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

- * SEND COPIES TO IRS OFFICE PHILA. - 7-9

- * SEND COPIES TO PA. PERSONAL TAX AUTH. - 7-9

- * IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. - 7-10

- * 30 DAYS BEFORE SALE POST PROPERTY

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

- * HOLD SALE

- * PREPARE FINAL COSTS SHEET

- * WITHIN FIVE DAYS OF SALE FILE DISTRIBUTION

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

- * PREPARE DEED AND TAX AFFIDAVIT

- * SEND DEED TO PROPER ATTY.

- * FILE FOLDER

DATE SENT

DATE REC.

6-27-86

6-27-86

7-8

7-9-86

7-9-86

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

June 27, 1986

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

Attention: Sue Shotwell

Gentlemen:

Enclosed is the copy of Sheriff Sale notice for the
H & C SALES & MFG., INC. to be held on August 28, 1986.

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

Thank you for taking care of this.

Very truly yours,

Connie Breech, Deputy

Enc.

Sept 4-11-18

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 23, 1986

Press-Enterprise
Attn: Susan Shotwell
3185 Lackawanna Ave.
Bloomsburg, PA 17815

Dear Susan:

This is to verify our telephone conversation this date. Please stop the advertising for H&C Sales & Mfg., Inc. on the following dates: August 7, 14, and 21st.

Sorry for the inconvenience.

Sincerely,

John R. Adler

JRA/ssb



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

oy S. Zimmerman
ATTORNEY GENERAL

July 10, 1986

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

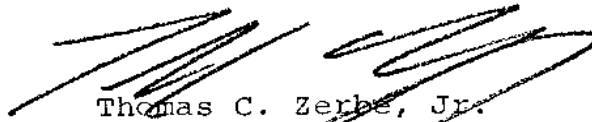
Mr. John R. Adler
Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815
ATTN: Connie Breech
Deputy Sheriff

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

Dear Deputy Breech:

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

Very truly yours,



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

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

(717) 348-3711

MYLES R. WREN
ALSO IN NY BAR

AUGUST 7, 1986

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

SHERIFF OF COLUMBIA COUNTY
COLUMBIA COUNTY COURTHOUSE
P. O. BOX 380
BLOOMSBURG, PENNSYLVANIA 17815

RE: FIRST EASTERN BANK, N.A.
VS: H & C SALES & MFG., INC.,
ALSO KNOWN AS H & C SALES
& MANUFACTURING, INC., ALSO
KNOWN AS H & C SALES &
MANUFACTURING, INCORPORATED
NO. 444 - 1986 J.D.
NO. 32 OF 1986 E.D.
OUR FILE NO. 2168-9285

DEAR SIR:

ENCLOSED PLEASE FIND ALL THE DOCUMENTS FOR THE SHERIFF'S
SALE WHICH IS SCHEDULED FOR AUGUST 28TH. IF THERE IS ANY
ADDITIONAL ITEMS NEEDED, PLEASE DO NOT HESITATE TO CONTACT ME.

SINCERELY,

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


MYLES R. WREN, ESQUIRE

MRW/AJ

ENCLOSURES

WRIT OF EXECUTION (MONEY JUDGEMENT)—Rules 3252, 3111 (a)

Efile # 31-1986

FIRST EASTERN BANK, N.A.

Plaintiff

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA

VS.

H & C SALES & MFG., INC., ALSO KNOWN AS
H & C SALES & MANUFACTURING, INC., ALSO
KNOWN AS H & C SALES & MANUFACTURING,
INCORPORATED
ROUTE 11, WEST
BLOOMSBURG, PENNSYLVANIA

Defendant

(SEAL)

Garnishee

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs against

H & C SALES & MFG., INC., ALSO KNOWN AS H & C SALES &
MANUFACTURING, INC., ALSO KNOWN AS H & C SALES &
MANUFACTURING, INCORPORATED Defendant,

(1) You are directed to levy upon the property of the defendant and to sell ALL ITS
interest therein;

(2) You are also directed to attach the property of the defendant not levied upon, in possession of
as garnishee

SEE ATTACHED DESCRIPTION OF PROPERTY

(description of property)

and to notify garnishee that

- (a) An attachment has been issued;
- (b) The garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof.

SHERIFF'S RETURN

First Eastern Bank, N.A.

PLAINTIFF

vs.

John Gummo, H&C Sales & Mfg., Inc. also known
as H & C Sales & Manufacturing, Inc.
also known as H & C Sales & Manufacturing
Incorporated.

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 31 CD of Term, 1986

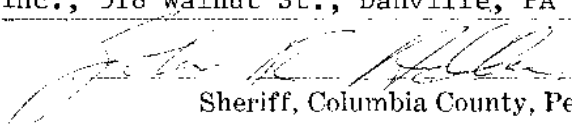
WRIT Writ of Execution (Money Judgement)

ISSUED 5/16/86

NOW, 16th day of May 1986, I, Hon. John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of
Hon. Fred Shepperson, Montour County SheriffCounty, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the
Plaintiff.

Defendants alleged address is located- Warmth Inc., 518 Walnut St., Danville, PA 17821


Sheriff, Columbia County, Pennsylvania

By

Deputy Sheriff

AFFIDAVIT OF SERVICE

NOW, June 27, 1986, at 1:30 O'Clock P M, served the
within Writ of Execution & Notice upon Fran Devore Adm. Sec'y who took
service on behalf of the defendant
at Warmth Inc. 518 Walnut St, Danville, Pa. 17821 by handing to

her

a true and attested copy of the

original complaint and made known to her the contents thereof.

Sworn and Subscribed before me

So Answers,

COSTS \$20.30

this

30th


day of

June

1986


Sheriff

BY:


Deputy Sheriff

Robert D. Moser, Sr.

19, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

6/23/86

ATT:MYLES R. WREN, ESQ.
O'MALLEY, HARRIS & SCHNEIDER, P.C.
345 WYOMING AVENUE
SCRANTON, PA. 18503

Dear sir;

Enclosed is the form you requested for the waiver of watchman. Please fill in the necessary information where applicable. I will inform you when service is made thru Montour County Sheriff's Dept. The Sheriff's Sale has been set for August 28, 1986 at 10:30 A.M.

Thank You, Very Truly

A handwritten signature in cursive script, reading "Conn Breech". The signature is written in dark ink and is positioned above the typed name.

Connie Breech, Deputy

CSB
Enc.

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

(717) 348-3711

MYLES R. WREN
ALSO IN NY BAR

MAY 23, 1986

COURTHOUSE SQUARE TOWERS
NORTH RIVER STREET
WILKES-BARRE, PENNSYLVANIA 18702
(717) 829-3232
—
312 MONROE STREET
STROUDSBURG, PENNSYLVANIA 18380
(717) 421-2252

SHERIFF OF COLUMBIA COUNTY
COLUMBIA COUNTY COURTHOUSE
P. O. Box 380
BLOOMSBURG, PENNSYLVANIA 17815

RE: FIRST EASTERN BANK, N.A.
VS: H & C SALES & MFG., INC., A/K/A
H & C SALES & MANUFACTURING, INC.,
A/K/A H & C SALES & MANUFACTURING,
INCORPORATED
No. 444 - 1986
EXECUTION No. 31 - 1986
OUR FILE No. 2168-9285

DEAR SHERIFF:

PURSUANT TO THE REQUEST OF YOUR OFFICE, ENCLOSED PLEASE
FIND ADDITIONAL COPIES OF THE AMENDED DESCRIPTION AND THE NOTICE.

COULD YOU PLEASE SEND TO US A COPY OF THE WAIVER OF
WATCHMEN FORM THAT YOU REQUESTED WE SEND TO YOU.

SINCERELY,

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

MYLES R. WREN, ESQUIRE

MRW/AJ

ENCLOSURES

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

7/8/86

O'MALLEY, HARRIS & SCHNEIDER, P.C.
ATT: MYLES R. WREN, ESQ.
345 WYOMING AVE.
SCRANTON PA. 18503

Dear Sir;

Enclosed is a copy of service made on H & C Sales, thru the Montour County Sheriff's Dept. Also I have enclosed a copy of the sale bill printed for the sale.

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

Sincerely,

Connie Breech, Deputy

Enc.2

OFFICE OF
JOHN R. ADLER



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

348
3211
PHONE:
717-784-1991

July 9, 1986

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

Dear Sir:

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

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

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

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

June 27, 1986

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

Attention: Sue Shotwell

Gentlemen:

Enclosed is the copy of Sheriff Sale notice for the
H & C SALES & MFG., INC. to be held on August 28, 1986.

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

Thank you for taking care of this.

Very truly yours,

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

July 9, 1986

Bert L. Leiby
Montour Twp.
121 Legion Rd.
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is a Notice of Sheriff's Sale. Please inform this office if there are any back taxes to be paid.

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

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 9, 1986

Small Business Administration
20 N. Pennsylvania Avenue
Room 2327
Wilkes-Barre, Pa. 18701

Dear Sir:

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

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

If you have any questions, please contact Connie Breech.

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 9, 1986

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

Dear Sir:

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

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

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

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 9, 1986

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

Dear Sir:

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

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

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

Sincerely,

Connie Breech
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OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

AUGUST 12, 1986

PRESS-ENTERPRISE, INC.
LACKAWANNA AVENUE
BLOOMSBURG, PA. 17815

ATTENTION: SUE SHOTWELL

Dear Sue;

Enclosed is the copy of Sheriff Sale notice for the H & C SALES & MFG., INC. to be held on September 25, 1986.

Please run this notice on September 4, 11, and 18, 1986 newspapers.

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

Thank You,

Connie Breech, Deputy

Enc.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 31 OF 198 ISSUED OUT OF THE COURT OF COMMON PLEES OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE COURTHOUSE, THE CITY OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA

THURSDAY, September 25, 1986 at 10:30 A.M.

ALL THOSE CERTAIN PIECES, PARCELS AND TRACTS OF LAND SITUATE IN THE TOWNSHIP OF MONTGOMERY, COLUMBIA COUNTY, PENNSYLVANIA, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

TRACT #1 - BEGINNING AT AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 11 AND IN LINE OF LAND OF RAYMOND GERRINGER;

THENCE BY THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 11, NORTH 25 DEGREES 30 MINUTES EAST 145 FEET TO AN IRON PIN IN THE WESTERLY SIDELINE OF A PROPOSED STREET;

THENCE BY THE WESTERLY SIDELINE OF SAID STREET AND OTHER LANDS OF H & C SOUTH 4 DEGREES 30 MINUTES EAST 536.5 FEET TO AN IRON PIN IN THE NORTHERLY RIGHT-OF-WAY LINE OF THE READING RAILROAD COMPANY;

THENCE BY THE LATTER NORTH 79 DEGREES 40 MINUTES WEST 77.9 FEET TO AN IRON POST IN LINE OF LAND OF MYRON KELLER;

THENCE BY LAND OF SAID KELLER AND THE AFOREMENTIONED GERRINGER, NORTH 12 DEGREES 10 MINUTES WEST 521.5 FEET TO AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 11, THE PLACE OF BEGINNING.

THIS DESCRIPTION WAS PREPARED FROM DRAFT OF A. CARL WOLFE, P.E., DATED MARCH 17, 1965. CONTAINING 1.34 ACRE. A SALES WAREHOUSE AND MANUFACTURING FACILITIES ARE ERECTED THEREON.

BEING THE SAME PREMISES ACQUIRED BY THE MORTGAGOR BY DEED AT COLUMBIA COUNTY DEED BOOK 263 PAGE 42.

TRACT #2 - BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #11, SAID POINT BEING THE NORTHEAST CORNER OF ANOTHER PARCEL OF LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF U. S. ROUTE #11, NORTH 25 DEGREES 30 MINUTES EAST 100 FEET TO A POINT;

THENCE SOUTH 4 DEGREES 30 MINUTES EAST 550, FEET, MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE RIGHT-OF-WAY LINE OF THE ~~Reading~~ *Reading Railroad Company*

THENCE FOLLOWING THE RIGHT-OF-WAY LINE OF THE RAILROAD IN A NORTHWESTERLY DIRECTION 110 FEET, MORE OR LESS, TO AN IRON PIN IN LINE OF OTHER LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE EASTERN LINE OF SAID PARCEL NORTH 4 DEGREES 30 MINUTES WEST 536.5 FEET TO THE POINT AND PLACE OF BEGINNING.

BEING THE SAME PREMISES ACQUIRED BY THE MORTGAGOR BY DEED DATED MAY 30, 1974 AND RECORDED IN COLUMBIA COUNTY DEED BOOK 267 PAGE 657.

TRACT #3 - BEGINNING AT AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. Route #11, SAID IRON PIN BEING THE NORTHEAST CORNER OF ANOTHER PARCEL CONSISTING OF 2.65 ACRES OF LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. Route #11, NORTH 85 DEGREES 30 MINUTES EAST 70 FEET TO AN IRON PIN;

THENCE ALONG LAND OF H & C FARMS SOUTH 4 DEGREES 30 MINUTES EAST 588.9 FEET TO AN IRON PIN IN THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE READING RAILROAD COMPANY;

THENCE FOLLOWING THE RIGHT-OF-WAY LINE OF SAID RAILROAD IN A NORTHWESTERLY DIRECTION 72.4 FEET TO AN IRON PIN IN LINE OF OTHER LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE EASTERN LINE OF SAID PARCEL NORTH 4 DEGREES 30 MINUTES WEST 567.3 FEET TO THE IRON PIN ON THE SOUTHERLY LINE OF U. S. Route #11, BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 0.92 ACRES AS SHOWN ON A SURVEY OF A. CARL WOLFE, P.E., DATED MAY 3, 1978.

IMPROVED WITH TWO (2) COMMERCIAL STRUCTURES GENERALLY KNOWN AS ROUTE 11 WEST, BLOOMSBURG, PENNSYLVANIA.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED and taken in execution at the suit of THE FIRST EASTERN BANK, N.A., vs H & C SALES & MFG., INC. and will be sold by

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

ATTORNEYS FOR PLAINTIFF

D. MALLEY, HARRIS & SCHNEIDER, P.C.
MYLES R. WREN, ESQ.

TO BE SOLD BY,
JOHN R. ADLER, SHERIFF

THE PARTIES WHO HAVE BEEN NOTIFIED ARE: H&C SALES & MFG., INC. route 11 west, Bloomsburg, Pa. THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF ACCOUNTS SETTLEMENT, P.O. box 8901 Harrisburg, Pa.; MIGARLIS INDUSTRIES C/O DAVID C. SCHATTENSTEIN, ESQ., 532 walnut street Allentown, Pa.; HIGH SKY, INC. C/O JOHN MIHALIK, ESQ. 29 E. main street Bloomsburg, Pa.

SHERIFF'S SALE

BY VIRTUE OF A WR. OF EXECUTION NO. 31 OF 19 , ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE COURT HOUSE, THE CITY OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA

THURSDAY, *September 25*, 1986 at 10:30 A.M.

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OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 31v of 86

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

8/26/86 at 1530hrs POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF H & C SALES & MFG. ROUTE 11
MONTOUR BLVD., BLOOMSBURG, PA.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF CONNIE BREECH

SO ANSWERS:

Connie Breech
Deputy Sheriff

FOR:

JOHN R. ADLER

John R. Adler, Sheriff

Sworn and subscribed before me this
26th day of August 1986

Helen K. Lenz, Dep
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

FIRST EASTERN BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF THE 26TH JUDICIAL DISTRICT
VS.	:	COLUMBIA COUNTY, PENNSYLVANIA
H & C SALES & MFG., INC.,	:	CIVIL ACTION - LAW
ALSO KNOWN AS H & C SALES &	:	
MANUFACTURING, INC., ALSO	:	
KNOWN AS H & C SALES &	:	
MANUFACTURING, INCORPORATED,	:	NO. 444 - 1986 J.D.
DEFENDANT	:	NO. 31 OF 1986 E.D.

.....

AFFIDAVIT PURSUANT TO RULE 3129

FIRST EASTERN BANK, N.A., PLAINTIFF IN THE ABOVE ACTION, SETS FORTH AS OF THE DATE THE PRAECIPE FOR THE WRIT OF EXECUTION WAS FILED THE FOLLOWING INFORMATION CONCERNING THE REAL PROPERTY LOCATED AT SEE ATTACHED EXHIBIT "A":

1. NAME AND ADDRESS OF OWNER(S) OR REPUTED OWNER(S):

NAME	ADDRESS (IF ADDRESS CANNOT BE REASONABLY ASCERTAINED, PLEASE SO INDICATE)
<u>H & C SALES & MFG., INC.</u>	<u>ROUTE 11 WEST, BLOOMSBURG, PA.</u>
_____	_____
_____	_____

2. NAME AND ADDRESS OF DEFENDANT(S) IN THE JUDGMENT:

NAME	ADDRESS (IF ADDRESS CANNOT BE REASONABLY ASCERTAINED, PLEASE SO INDICATE)
<u>H & C SALES & MFG., INC.</u>	<u>ROUTE 11 WEST, BLOOMSBURG, PA.</u>
_____	_____
_____	_____

3. NAME AND LAST KNOWN ADDRESS OF EVERY JUDGMENT CREDITOR WHOSE JUDGMENT IS A RECORD LIEN ON THE REAL PROPERTY TO BE SOLD:

NAME

ADDRESS (IF ADDRESS CANNOT BE
REASONABLY ASCERTAINED, PLEASE
SO INDICATE)

COMM OF PA, DEPT OF REVENUE

P.O. Box 8901, HARRISBURG, PA

MIGALI INDUSTRIES

532 WALNUT STREET

C/O DAVID SCHATTEINSTEIN, ESQ.

ALLENTOWN, PA 18105-0686

4. NAME AND ADDRESS OF THE LAST RECORDED HOLDER OF EVERY MORTGAGE OF RECORD:

NAME _____

ADDRESS (IF ADDRESS CANNOT BE
REASONABLY ASCERTAINED, PLEASE
SO INDICATE)

FIRST EASTERN BANK, N.A.

(PLAINTIFF (N/A)

5. NAME AND ADDRESS OF EVERY OTHER PERSON WHO HAS ANY RECORD
INTEREST IN OR RECORD LIEN ON THE PROPERTY AND WHOSE INTEREST
MAY BE AFFECTED BY THE SALE;

NAME

ADDRESS (IF ADDRESS CANNOT BE
REASONABLY ASCERTAINED, PLEASE
SO INDICATE)

HIGH SKY, INC.

29 EAST MAIN STREET

C/O JOHN MIHALIK, ESQUIRE

BLOOMSBURG, PENNSYLVANIA

6. NAME AND ADDRESS OF EVERY OTHER PERSON OF WHOM THE PLAINTIFF HAS KNOWLEDGE WHO HAS ANY INTEREST IN THE PROPERTY WHICH MAY BE AFFECTED BY THE SALE:

NAME

ADDRESS (IF ADDRESS CANNOT BE REASONABLY ASCERTAINED, PLEASE SO INDICATE)

_____	_____
_____	_____
_____	_____
_____	_____

I VERIFY THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE OR INFORMATION AND BELIEF. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA. C.S. § 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

8-7-86
DATE


PLAINTIFF

FIRST EASTERN BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	OF THE 26TH JUDICIAL DISTRICT
VS.	:	COLUMBIA COUNTY, PENNSYLVANIA
H & C SALES & MFG., INC.,	:	CIVIL ACTION - LAW
ALSO KNOWN AS H & C SALES &	:	
MANUFACTURING, INC., ALSO	:	
KNOWN AS H & C SALES &	:	
MANUFACTURING, INCORPORATED,	:	NO. 444 - 1986 J.D.
DEFENDANT	:	NO. 31 OF 1986 E.D.

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AFFIDAVIT PURSUANT TO RULE 3129

FIRST EASTERN BANK, N.A., PLAINTIFF IN THE ABOVE ACTION, SETS FORTH AS OF THE DATE THE PRAECIPE FOR THE WRIT OF EXECUTION WAS FILED THE FOLLOWING INFORMATION CONCERNING THE REAL PROPERTY LOCATED AT SEE ATTACHED EXHIBIT "A":

1. NAME AND ADDRESS OF OWNER(S) OR REPUTED OWNER(S):

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_____	_____
_____	_____

2. NAME AND ADDRESS OF DEFENDANT(S) IN THE JUDGMENT:

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<u>H & C SALES & MFG., INC.</u>	<u>ROUTE 11 WEST, BLOOMSBURG, PA.</u>
_____	_____
_____	_____

6. NAME AND ADDRESS OF EVERY OTHER PERSON OF WHOM THE PLAINTIFF HAS KNOWLEDGE WHO HAS ANY INTEREST IN THE PROPERTY WHICH MAY BE AFFECTED BY THE SALE:

NAME

ADDRESS (IF ADDRESS CANNOT BE REASONABLY ASCERTAINED, PLEASE SO INDICATE)

_____	_____
_____	_____
_____	_____
_____	_____

I VERIFY THAT THE STATEMENTS MADE IN THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY PERSONAL KNOWLEDGE OR INFORMATION AND BELIEF. I UNDERSTAND THAT FALSE STATEMENTS HEREIN ARE MADE SUBJECT TO THE PENALTIES OF 18 PA. C.S. § 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES.

8-7-86
DATE


PLAINTIFF

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS
 PLAINTIFF : OF THE 26TH JUDICIAL DISTRICT
 VS. : COLUMBIA COUNTY, PENNSYLVANIA
 H & C SALES & MFG., INC., : CIVIL ACTION - LAW
 ALSO KNOWN AS H & C SALES & :
 MANUFACTURING, INC., ALSO :
 KNOWN AS H & C SALES & :
 MANUFACTURING, INCORPORATED, : NO. 444 - 1986 J.D.
 DEFENDANT : NO. 32 OF 1986 E.D.

.....

AFFIDAVIT

I, JOHN R. ADLER, SHERIFF OF
 COLUMBIA COUNTY, DO HEREBY STATE AND AFFIRM THAT I HAVE PLACED
 IN A PUBLICATION OF GENERAL CIRCULATION AND LEGAL PUBLICATION,
 THE ATTACHED NOTICE TO CLAIMANTS THAT IS MARKED AS EXHIBIT "A"
 TO THIS AFFIDAVIT.

I HAVE ADDITIONALLY SENT BY CERTIFIED MAIL THE LETTER
 ATTACHED TO ALL PERSONS HAVING AN INTEREST IN THIS MATTER. I
 HAVE MARKED THIS EXHIBIT "B".

THE SAME BEING IN COMPLIANCE WITH RULE OF CIVIL
 PROCEDURE 3429.

SHERIFF OF COLUMBIA COUNTY

JOHN R. ADLER

SWORN TO AND SUBSCRIBED
 BEFORE ME THIS 19th DAY
 OF August, 1986.

Connie Breech
 CONNIE BREECH, DEPUTY SHERIFF

Jamie L. Kline

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

Cen # 31- 1986

FIRST EASTERN BANK, N.A.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA

Plaintiff

VS.

H & C SALES & MFG., INC., ALSO KNOWN AS
H & C SALES & MANUFACTURING, INC., ALSO
KNOWN AS H & C SALES & MANUFACTURING,
INCORPORATED.
ROUTE 11, WEST
BLOOMSBURG, PENNSYLVANIA

Defendant

(SEAL)

Garnishee

TO THE SHERIFF OF SAID COUNTY:

To satisfy the judgment, interest and costs against

H & C SALES & MFG., INC., ALSO KNOWN AS H & C SALES &
MANUFACTURING, INC., ALSO KNOWN AS H & C SALES &
MANUFACTURING, INCORPORATED

Defendant,

(1) You are directed to levy upon the property of the defendant and to sell ALL ITS
interest therein;

(2) You are also directed to attach the property of the defendant not levied upon, in possession of
as garnishee

SEE ATTACHED DESCRIPTION OF PROPERTY

(description of property)

and to notify garnishee that

- (a) An attachment has been issued;
- (b) The garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof.

WRIT OF EXECUTION (MONEY JUDGEMENT)—Rules 3252, 3111 (a)

Exec # 31-1986

FIRST EASTERN BANK, N.A.

Plaintiff

COMMONWEALTH OF PENNSYLVANIA

VS.

COUNTY OF COLUMBIA

H & C SALES & MFG., INC., ALSO KNOWN AS
H & C SALES & MANUFACTURING, INC., ALSO
KNOWN AS H & C SALES & MANUFACTURING,
INCORPORATED
ROUTE 11, WEST
BLOOMSBURG, PENNSYLVANIA

Defendant

(SEAL)

Garnishee

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To satisfy the judgment, interest and costs against

H & C SALES & MFG., INC., ALSO KNOWN AS H & C SALES &
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IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

NO. 444 - 1986 TERM, 19
Case # 31-1986

FIRST EASTERN BANK, N.A.

Plaintiff

& C SALES & MFG., INC., ALSO
KNOWN AS H & C SALES & MANUFACTURING,
INC., ALSO KNOWN AS H & C SALES
& MANUFACTURING, INCORPORATED

Defendant

Garnishee

WRIT OF EXECUTION
(MONEY JUDGMENT)

Amount due - - - \$1,903,843.70

Interest from MARCH 19, 1986

Costs to be added - TO BE DETERMINED

PROTHONOTARY FEE \$15.00

SHERIFF

TOTAL

\$ 5.00

Myles R. Wren

Attorney for Plaintiff

MYLES R. WREN, ESQUIRE

I certify that the judgment on which the within execution is
issued was entered by confession on 4-16-1986
and that an affidavit of mailing notice of the entry of judgment
against the defendant by the plaintiff as required by Rule 2958 (a)
has been filed of record on 4-16-1986

Per

Deputy

..... Deputy

Rule is herewith issued on you and you are obliged to
Forward a copy of the writ to the defendant (s)
Answer interrogatories served on you within 20 days of service
Forward a copy of your answer to the defendant (s)
Service indicated is by delivery by a competent adult at any place
within or without the Commonwealth as in the case of writs of
summons in assumpsit or, when mailed by registered mail to
last known address.

NOTICE TO GARNISHEE (S)

CHIEF CLERK

SHERIFF

MAY 16 11 50 AM '86

OFFICE OF THE SHERIFF

ALL THOSE CERTAIN PIECES, PARCELS AND TRACTS OF LAND
SITUATE IN THE TOWNSHIP OF MONTOUR, COLUMBIA COUNTY, PENNSYLVANIA,
BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

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LINE OF U. S. ROUTE 11 AND IN LINE OF LAND OF RAYMOND GERRINGER;

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THENCE BY THE WESTERLY SIDELINE OF SAID STREET AND OTHER
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THENCE BY LAND OF SAID KELLER AND THE AFOREMENTIONED
GERRINGER, NORTH 12 DEGREES 10 MINUTES WEST 521.5 FEET TO AN IRON
PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 11, THE
PLACE OF BEGINNING.

THIS DESCRIPTION WAS PREPARED FROM DRAFT OF A. CARL
WOLFE, P.E., DATED MARCH 17, 1965. CONTAINING 1.34 ACRE. A SALES
WAREHOUSE AND MANUFACTURING FACILITIES ARE ERECTED THEREON.

BEING THE SAME PREMISES ACQUIRED BY THE MORTGAGOR BY
DEED AT COLUMBIA COUNTY DEED BOOK 263 PAGE 42.

TRACT #2 - BEGINNING AT A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE
OF U. S. ROUTE #11, SAID POINT BEING THE NORTHEAST CORNER OF
ANOTHER PARCEL OF LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF U. S. ROUTE
#11, NORTH 84 DEGREES 30 MINUTES EAST 100 FEET TO A POINT;

THENCE SOUTH 4 DEGREES 30 MINUTES EAST 550, FEET, MORE
OR LESS, TO A POINT IN THE NORTHERLY LINE OF THE RIGHT-OF-WAY LINE
OF THE RAILROAD COMPANY;

THENCE FOLLOWING THE RIGHT-OF-WAY LINE OF THE RAILROAD
IN A NORTHWESTERLY DIRECTION 110 FEET, MORE OR LESS, TO AN IRON
PIN IN LINE OF OTHER LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE EASTERN LINE OF SAID PARCEL NORTH 4
DEGREES 30 MINUTES WEST 536.5 FEET TO THE POINT AND PLACE OF
BEGINNING.

BEING THE SAME PREMISES ACQUIRED BY THE MORTGAGOR BY
DEED DATED MAY 30, 1974 AND RECORDED IN COLUMBIA COUNTY DEED BOOK
267 PAGE 657.

TRACT #3 - BEGINNING AT AN IRON PIN IN THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #11, SAID IRON PIN BEING THE NORTHEAST CORNER OF ANOTHER PARCEL CONSISTING OF 2.65 ACRES OF LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #11, NORTH 85 DEGREES 30 MINUTES EAST 70 FEET TO AN IRON PIN;

THENCE ALONG LAND OF H & C FARMS SOUTH 4 DEGREES 30 MINUTES EAST 588.9 FEET TO AN IRON PIN IN THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE READING RAILROAD COMPANY;

THENCE FOLLOWING THE RIGHT-OF-WAY LINE OF SAID RAILROAD IN A NORTHWESTERLY DIRECTION 72.4 FEET TO AN IRON PIN IN LINE OF OTHER LAND OF H & C SALES & MFG., INC.;

THENCE ALONG THE EASTERN LINE OF SAID PARCEL NORTH 4 DEGREES 30 MINUTES WEST 567.3 FEET TO THE IRON PIN ON THE SOUTHERLY LINE OF U. S. ROUTE #11, BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 0.92 ACRES AS SHOWN ON A SURVEY OF A. CARL WOLFE, P.E., DATED MAY 3, 1978.

INTEREST, THAT THE SHERIFF WILL, FOR ALL SALES WHERE THE FILING OF A SCHEDULE OF DISTRIBUTION IS REQUIRED, FILE THE SAID SCHEDULE OF DISTRIBUTION NOT LATER THAN THIRTY (30) DAYS AFTER THE SALE, IN HIS OFFICE, WHERE THE SAME WILL BE AVAILABLE FOR INSPECTION, AND THAT DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE, UNLESS EXCEPTIONS ARE FILED THERETO, WITHIN TEN (10) DAYS THEREAFTER.



MYLES R. WREN, ESQUIRE
O'MALLEY, HARRIS & SCHNEIDER, P.C.
345 WYOMING AVENUE
SCRANTON, PENNSYLVANIA 18503
(717) 348-3711

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 23, 1986

O'Malley, Harris & Schneider, P.C.
Attn: Myles R. Wren, Esq.
345 Wyoming Ave.
Scranton, PA 18503

Dear Sir:

As per our telephone conversation this date, we have informed the Press-Enterprise to stop advertising for the sale of H&C Sales & Mfg., Inc.

Sorry for the inconvenience.

Sincerely,

John R. Adler

JRA/ssb

TERM
SESS. 19_____

BLOOMSBURG, PA., August 18 1986

M Sheriff

VS.

TO FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

H & C Sales & Mfg., Inc.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania

versus

H & C Sales & Mfg., Inc.

No. 67 of Term, 19 86
Real Debt || \$ 25,022.17
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 17, 1986
Nature of Lien Sales & Use Tax

First Eastern Bank, N.A.

versus

H & C Sales & Mfg., Inc.

No. 444 of Term, 19 86
Real Debt || \$ 687,419.37
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 16, 1986
Nature of Lien Judgment

Migali Industries Incorporated

versus

H & C Sales & Mfg., Inc.

No. 238 of Term, 19 86
Real Debt || \$ 4,420.49
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 17, 1986
Nature of Lien Default Judgment

versus

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

versus

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