

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the Twenty-eighth day of August 19 86, at 11:00 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 The First National Bank of Berwick for the price or sum of Two thousand five hundred thirty one dollars and forty-two cents (\$2531.42 (includes \$49.63 poundage) Dollars being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs See Attached Distribution

Sheriff's Office, Bloomsburg, Pa. }

So answers



Sheriff

SHERIFF'S SALE
DISTRIBUTION SHEET

The First National Bank

VS. Joseph & Alma Zajac

NO. 287 of 1986 JD
NO. 35 of 1986 ED

DATE OF SALE: August 28, 1986

Bid Price	\$2,481.79	
Poundage	49.63	
Transfer Taxes	N/A	
Total Needed to Purchase		\$ 2,531.42
Amount Paid Down		500.00
Balance Needed to Purchase		2,031.42

EXPENSES:

Columbia County Sheriff - Costs	\$ 146.00	
Poundage	49.63	\$ 195.63
Press-Enterprise		198.02 716
Henry Printing		40.60 717
Solicitor		30.00 721
Columbia County Prothonotary		15.00 718
Columbia County Recorder of Deeds - Deed copy work		18.50 719
Realty transfer taxes		
State stamps		
Tax Collector (Wm. Zeares - School, Twp., and Cdy)		645.56 720
Columbia County Tax Assessment Office		1382.11
State Treasurer		4.00 722
Other: Tax Lien Certificate		2.00
TOTAL EXPENSES		\$ 2,531.42

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

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 10, 1986

WILLIAM H. ZEARES
MIFFLIN TWP. TAX COLLECTOR
RACE STREET
MIFFLINVILLE, PA. 18631

Dear Sir;

Enclosed you will find a check for the amount of \$645.56 which our office collected on the property of Joseph and Alma Zajac thru Sheriff Sale. It includes 1986 school, Twp. and county taxes. I hope this figure satisfies your records.

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

Sincerely,

Connie Breech
Deputy Sheriff

CSB
Enc.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 10, 1986

PRESS-ENTERPRISE, INC.
P.O. BOX 745
BLOOMSBURG, PA. 17815

Dear Sirs;

Enclosed is a check for \$198.02 for advertising costs incurred thru the Zajac Sheriff Sale. If you have any questions please feel free to contact our office.

Thank You,

Connie Breech, Deputy Sheriff

CSB
Enc.

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Bernhine~~, 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

Joseph J. Zajac, Jr. and Alma K. Zajac, his wife,
and find as follows:

See photostatic copies attached.

Fee ..\$5.00.....

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

Beverly J. Michael RECORDER

This Indenture,

Made the 21st day of February in the year of our Lord one thousand nine hundred and seventy-nine (1979).

Between JOSEPH J. ZAJAC, JR., and ALMA K. ZAJAC, his wife, of Mifflin Township, Columbia County, Pennsylvania,

MORTGAGORS,

- A N D -

THE FIRST NATIONAL BANK OF BERWICK, a banking institution organized and existing under and by virtue of the laws of the United States of America, with its principal place of business in the Borough of Berwick, County of Columbia and State of Pennsylvania,

MORTGAGEE.

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, said Bank, ----- its Successors or Assigns in the sum of Fifty-Nine Thousand and 00/100 (\$59,000.00) ----- Dollars, conditioned for the payment of a debt of TWENTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (\$29,500.00) ----- Dollars PAYABLE IN THE FOLLOWING MANNER: The said principal sum of Twenty-Nine Thousand Five Hundred and 00/100 (\$29,500.00) Dollars shall be payable with interest at the rate of Ten and One-Quarter (10-1/4) per cent per annum on the unpaid monthly balances until paid, payable as follows:

During the first 5 (5) months of this obligation interest only shall be paid on the 1st 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 Two Hundred Eighty-Nine and 59/100 (\$289.59) Dollars each, commencing on the 1st day of August, 1979, and on the 1st 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 Twenty (20) years and 5 (5) months from the date hereof, with the privilege to the Mortgagors to repay at any time without premium or fee the entire balance of principal or any part thereof. The Mortgagors shall pay to the holder hereof a late charge of 7 1/2 (7 1/2) percent of any monthly installment not received by the holder within fifteen (15) days after the installment is due.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than Twenty-Nine Thousand Five Hundred and 00/100 (\$29,500.00) -----

Dollars and take no insurance not payable to the Mortgagee, said Bank.

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagors herein, Joseph J. Zajac, Jr., and Alma K. Zajac, his wife, -----

-----, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased, accepted, taken or used by the Mortgagee for the Mortgagors herein, Joseph J. Zajac, Jr., and Alma K. Zajac, his wife.

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagors do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All THAT CERTAIN piece, parcel or lot of land situate in the Township of Mifflin, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32

and 194

minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamom North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING. CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the Office for the Recording of Deeds in and for Columbia County in Deed Book 283, page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his wife, by a deed intended to be recorded concurrently herewith.

with the appurtenances.

To Have and to Hold to the said Mortgagee, its Successors and Assigns forever

Provided that the said Mortgagee, its Successors or Assigns upon default for thirty (30) ----- days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for thirty (30) ----- days after written notice of its being due shall have been given to the Mortgagor or their Representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of 5 per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

Provided Also, However, that if the said Mortgagor or their Representatives shall without default pay to the said Mortgagee, its Successors or Assigns, the said principal sum, with interest, and premiums, or in case of default and of legal process shall before actual sale, pay the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby granted, and the said Obligation shall become void.

Witness the hands

and seals

of the said Mortgagors

Signed, Sealed and Delivered
in the presence of

JOSEPH J. ZAJAC, JR.

ALMA K. ZAJAC

Seal

Seal

Seal

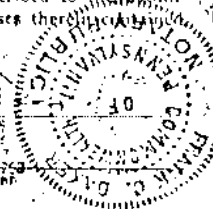
Seal

Seal

State of Pennsylvania
County of Columbia

On this, the 27th day of February A. D. 1979, before me
a Notary Public the undersigned Officer,
personally appeared Joseph J. Zajac, Jr., and Alma K. Zajac, his wife,
known to me (or satisfactorily proven) to be the person whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein expressed.
In Witness Whereof, I hereunto set my hand and official seal.

FRANK C. BAKER, Notary Public
Lancaster, Columbia Co., Pa.
My Commission Expires Jan. 24, 1980
Title of Office



I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage, is 111 W. Front St., Berwick, PA 18603.

Frank C. Baker

Attorney for *First National Bank of Berwick*

RECORDED BY RECORDER
COLUMBIA CO., PA.

TAX 50 FEE 6.50

Number 214

Mortgage FEB 26 10 10 AM '79

To A Corporation

JOSEPH J. ZAJAC, JR., AND
ALMA K. ZAJAC, HIS WIFE,

MORTGAGORS,

To

THE FIRST NATIONAL BANK
OF BERWICK,

MORTGAGEE.

Dated 1979
Upon (1) Tract-Niffillin Twp.
To secure \$29,500.00
Payable \$289.59 Monthly

Law Offices
FRANK C. BAKER
249 East Main Street
Berwick, Pennsylvania
17615

Form No. 100C Legal Blank Printers, Lancaster, Pa.

Commonwealth of Pennsylvania
County of Columbia

Recorded on this 26th day of Feb. A. D. 1979, in the Re-
corder's Office of the said County in Mortgage Book Volume 194 Page 15

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

Marvin G. Bower

Recorder

REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

1 MORTGAGOR(S):		ACCOUNT NUMBER 33842-6	301 MARKET STREET ADDRESS	
LAST NAME ZAJAC	FIRST JOSEPH JR	INITIAL J	SPOUSE'S NAME ALMA	BERWICK, PENNSYLVANIA
ADDRESS R.D. #1, BOX 1824, NESCOPECK PA				

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of COLUMBIA, Commonwealth of Pennsylvania, to wit:

REAL ESTATE LOCATED AT:

R.D. #1, NESCOPECK, PA

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(Mufflin Sup)

together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagor is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note")

dated MARCH 30, 1982, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$7013.88, and having the date of its final payment due on APRIL 5, 1985

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security of to perform Mortgagee's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor; (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to restore promptly performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

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(2) In the event said premises are sold at a foreclosure sale, Mortgagee shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.

(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagee shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(5) All Mortgagees shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(7) In the event of foreclosure of this Mortgage, Mortgagee agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagee.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 30th day of MARCH, 19 82.

Signed, sealed and delivered in the presence of:

David K. Kelly
DAVID R. KELLY
Witness

Kevin B. Riedy
KEVIN B. RIEDY
Witness

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

On this 30th day of MARCH
19 82, before me, a Notary Public,
personally appeared JOSEPH ZAJAC, JR
and his wife
ALMA known to me to be

the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that they executed the same for the purposes therein
contained.

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

Robert W. Whitewright
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia 10:29 a.m.

Joseph J. Zajac, Jr. (SEAL)
JOSEPH ZAJAC, JR

Alma Zajac (SEAL)
ALMA ZAJAC

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

CERTIFICATE OF RESIDENCE

I, _____
of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residence of Mortgagee is _____
301 MARKET STREET
BERWICK, PA 18603

Witness my hand this _____ day of _____
19 _____

Agent of Mortgagee

Recorded on this 12th day of April, A.D. 19 82, in the Recorder's Office of the said County,

in Mortgage Book, Vol. 208, page 720

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

Beverly J. Michael
Recorder

This instrument was drafted by THORP CONSUMER DISCOUNT CO.

Business Address: 301 MARKET STREET, BERWICK, PA

*Name and address of each mortgagor and witness is required.

*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

REC'D BY RECORDER
COLUMBIA CO., PA.
APR 12 10 29 AM '82
TAX \$8.50

Mortgage

Recorded

057 18 208 720

Number
78

Vol

Page

From

JOSEPH J. ZAJAC, JR and his wife
ALMA ZAJAC
R.D. #1, BOX 1824
NESCOPECK, PA 18635

To
THORP CONSUMER
DISCOUNT COMPANY

301 MARKET STREET
BERWICK, PA 18603
Address

Fees: \$ 9.00

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REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

MORTGAGOR(S):		ACCOUNT NUMBER		301 MARKET STREET	
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME	ADDRESS	
ZAJAC	JOSPEH	J	ALMA K	BERWICK, PENNSYLVANIA	
ADDRESS					
R.D.#1 BOX 1824, NESCOPECK, PA 18635					

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of COLUMBIA, Commonwealth of Pennsylvania, to wit:

REAL ESTATE LOCATED AT:

R.D.#1 NESCOPECK, PA

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MIFFLIN TOWNSHIP

together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagee hereby covenants that the Mortgagee is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note hereinafter referred to as "Note" dated MAY 27, 1983, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of

Payments) of \$ 7020.00, and having the date of its final payment due on JUNE 2, 1986

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligations secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds less expense of collection shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to the Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.

(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(5) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagees shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 27TH day of MAY, 19 83.

Signed, sealed and delivered in the presence of:

Donald F. Strejcek Witness
DONALD F. STREJCEK

Lori J. Vannatta Witness
LORI J. VANNATTA

Joseph J. Zajac Jr. (SEAL)
JOSEPH J. ZAJAC JR.

Alma K. Zajac (SEAL)
ALMA K. ZAJAC

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF COLUMBIA

On this 27TH day of MAY, 19 83, before me, a Notary Public,
personally appeared Joseph J. Zajac Jr.
and Alma K. Zajac
(his wife) known to me to be
the person(s) whose name(s) are subscribed to the within instrument and
acknowledged that they executed the same for the purposes therein
contained.

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

My Comm. Expires 4/27/87

Lori Kay Matash
Notary Public
1001 MARKET STREET, NOTARY PUBLIC
BERWICK BOROUGH, COLUMBIA COUNTY
MY COMMISSION EXPIRES APRIL 27, 1987
Member, Pennsylvania Association of Notaries
COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF RESIDENCE
I, Donald F. Strejcek
of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residence of Mortgagee is
301 MARKET STREET
BERWICK, PA 18603

Witness my hand this 27TH day of MAY, 19 83.

Agent of Mortgagee

Recorded on this 1st day of June, A.D. 19 83, in the Recorder's Office of the said County.

Intercept Book, Vol. 318, page 661

Record

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

Beverly J. Michael
Recorder

This instrument was drafted by Lori Kay Matash of THORP CONSUMER DISCOUNT COMPANY

Business Address: 301 MARKET STREET, BERWICK, PA 18603

*Name and address of each mortgagor and witness is required.
*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

THORP CONSUMER DISCOUNT COMPANY

To

From

Page

Vol

Fees, \$

Address

Recorded

Number

318 662

SHERIFF'S SALE
FINAL COST SHEET

First National Bank of vs. Joseph & Alma Ziegler
Berwick

NO. 35 of 1986

DATE OF SALE: 8-28-86

Sales Price 60
Total Costs
Poundage
2% Transfer Tax
Misc. Costs

\$ Costs
2481.29
49.63
-
-

TOTAL NEEDED TO PURCHASE

less \$00.00 \$2531.42
2031.42

PURCHASER(S): The First National Bank of Berwick

NAME(S) ON DEED: same

PURCHASER(S)' SIGNATURE(S): Robert G. DePinto, Jr.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):

\$2531.42

SHERIFF'S SALE

DISTRIBUTION SHEET

TAC FISHING vs.

NO. 201 JD
NO. 202 ED

DATE OF SALE: _____

NO. 25 ED

Bid Price	\$	2,200,000	
Poundage			
Transfer Taxes			
Total Needed to Purchase			\$2,200,000
Amount Paid Down			\$500,000
Balance Needed to Purchase			\$1,700,000

Poundage

Transfer Taxes

Total Needed to Purchase

Amount Paid Down

Balance Needed to Purchase

\$ 200.00
Spent
200.00

2000

2012

EXPENSES:

Columbia County Sheriff - Costs \$	146.00	\$ 195.63
Poundage	49.63	198.02
Press-Enterprise		40.60
Henry Printing		30.00
Solicitor		15.00
Columbia County Prothonotary		18.50
Columbia County Recorder of Deeds - Deed copy work		
Realty transfer taxes		
State stamps		
Tax Collector (William Zeigler - School, City)		645.56
Columbia County Tax Assessment Office		1382.11
State Treasurer		4.00
Other: tax lien certificate		200
TOTAL EXPENSES		\$ 2534.42

Poundage 49.63

\$ 195.63

Press-Enterprise

Henry Printing

Solicitor

Columbia County Prothonotary

Columbia County Recorder of Deeds - Deed copy work
Realty transfer taxes

Realty transfer taxes

State stamps

Tax Collector (William Zouros - School, 1947, 1948)

Columbia County Tax Assessment Office

State Treasurer

Other: tax Lien Certificate

198.02
40.60
30.00
15.00
18.50
—
645.56
1382.11
9.00
200

40.60

30.00

15.00

18.50

[illegible]

645.56

1382.11

9.06

200

TOTAL EXPENSES	\$ 2531.41
----------------	------------

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

Less Expenses

Net to First Lien Holder \$

Plus Deposit

Total to First Lien Holder \$



THE FIRST NATIONAL BANK OF BERWICK
BERWICK, PENNSYLVANIA 18603

PAY
TO THE
ORDER OF

2454c Sue

Two Thousand Thirty One and

DATE

Aug. 29, 1982

AMOUNT

\$2031.42

DRAWER: THE FIRST NATIONAL BANK OF BERWICK

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

⑆022310422⑆

8⑈401⑆10 913867042

AUTHORIZED SIGNATURE

Shirley Day

50-1042
223

913867042

SHERIFF'S SALE - COST SHEET

First National Bank of Berwick

VS. Joseph & Alma Zajac

NO. 35 of 1986

DATE OF SALE: 8-28-86

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	18.00
Mailing	24.00
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	9.00
Mileage	28.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other	9.00

TOTAL \$ 146.00

Press-Enterprise, Inc.	\$ 198.02
Henrie Printing	40.60
Solicitor's Services	30.00

TOTAL \$ 268.62

PROTHONOTARY: Liens List	\$ 10.00
Deed Notarization	5.00
Other	

TOTAL \$ 15.00

RECORDER OF DEEDS: Copywork	\$ 13.50
Deed	
Other	5.00

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 86	\$ 111.32
School Taxes, District	534.24
Delinquent Taxes, 19 84, 19 85, 19 86 (Total Amts.)	1382.11

TOTAL \$ 1493.67

MUNICIPAL RENTS:

Sewer - Municipality	19	\$
Water - Municipality	19	

TOTAL \$

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS: Tax Lien Certificate

\$ 2.00

TOTAL \$ 2.00

TOTAL COSTS \$ 1947.55

2481.79

2471C

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SHERIFF'S SALE WORKING OUTLINE

	DATE SENT	DATE REC.
* RECEIVE AND TIME STAMP		6-5-86
*		
* DOCKET AND INDEX		6-6-86
* SET FILE UP		6-6
* CHECK FOR PROPER INFO		
3 WRITS OF EX. ✓		
3 WRITS OF EX.		
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)		6-6-86
* FILL IN EXECUTION NO'S ON PAPERS		6-6
* SET DISTRIBUTION DATES :		
FILE DATE WITHIN WEEK OF SALE 8-2-1		6-6
PAY DATE AFTER 10 DAYS OF FILING		
* FILL IN DISTRIBUTION DATES ON SALE NOTICE		6-6
* TYPE UP CARDS FOR PAPERS TO BE SERVED		6-6
* PUT PAPERS TOGETHER WITH CARDS TO BE SERVED		
* SERVE PAPERS		6-12
NOTICE OF WRIT OF EXECUTION	Served Almon	
NOTICE OF SHERIFF'S SALE		
WRIT		

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

* ONCE SERVED DOCKET SERVICE

* SEND COPY OF SERVICE TO ATTY.

* SEND DESCRIPTION TO PRINTER

* SEND NOTICE TO PRESS FOR PUBLICATION

* ONCE HANDBILLS ARE RECEIVED SEND COPIES TO:

RECORDER OF DEEDS

TAX OFFICE

PROTH.

ASSESSMENT

POST IN SHERIFF'S OFFICE

* SEND NOTICES TO LOCAL TAX COLLECTORS AND WATER AUTH.

* SEND COPIES TO IRS OFFICE PHILA.

* SEND COPIES TO PA. PERSONAL TAX AUTH.

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

* 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

Tax - 29

Cost sheet 8-26-86

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. 35

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

7/29/86 at 1020hrs POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF JOSPEH J. & ALMA K. ZAJAC
R.D.#2, NESCOPECK
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF CONNIE BREECH

SO ANSWERS:

Connie Breech
Deputy Sheriff

FOR:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me this
29th day of July 1986

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

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

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
JOSEPH AND ALMA ZAJAC property.

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

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

Very truly yours,

Connie Breech, Deputy

Enc.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 35 of 1986 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA ON August 28, 1986, at 11:00 A. M., IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel or lot of land situate in the Township of Mifflin, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING.

CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by a Deed dated February 21, 1979, and recorded February 26, 1979, in Record Book 291 at Page 256.

The precise address of the within described property is:

R.D. #2
Nescopeck, PA

Improved with a bi-level, frame modular dwelling.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on August 29, 1986, file a schedule of Distribution in his office where the same will be available for inspection and the Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ROBERT E. BULL, Attorney

Said Premises Will Be Sold By:

JOHN R. ADLER, Sheriff

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

THE FIRST NATIONAL BANK

OF BERWICK, PA.,

Plaintiff

vs

JOSEPH J. ZAJAC, JR., and

ALMA K. ZAJAC, his Wife,
Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 35 Term 19 86 E.D.

No. Term 19 A.D.

No. 287 Term 19 86 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

(DESCRIPTION OF PROPERTY IS ATTACHED)

Amount Due

UNCOLLECTED LATE CHGS.

Interest from 6/1/85 to 3/1/86

ATTY. S COMM. AT 10%

Total

\$ 26,752.89

\$ 187.50

\$ 819.27

\$ 2,675.28

\$ 30,434.94 Plus costs

as endorsed. together with interest at a
daily rate of \$7.31 from 3/1/86.

Jamie B. Gline

Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated June 3, 1986

(SEAL)

By:

Deputy

ALL that certain piece, parcel or lot of land situate in the Township of Mifflin, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING.

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R.D. #2
Nescopeck, PA

Improved with a bi-level, frame modular dwelling.

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

THE FIRST NATIONAL BANK

OF BERWICK, PA.,
Plaintiff

vs

JOSEPH J. ZAJAC, JR., and

ALMA K. ZAJAC, his Wife,
Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 35 Term 1986 E.D.

No. Term 19 A.D.

No. 287 Term 19 86 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

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6/1/85 to 3/1/86
Interest from
ATTY. S COMM. AT 10%
Total

\$ 26,752.89
\$ 187.50
\$ 819.27
\$ 2,675.28
\$ 30,434.94 Plus costs

as endorsed, together with interest at a
daily rate of \$7.31 from 3/1/86.

Dated

June 3, 1986
(SEAL)

Jami B. Gline

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 9, 1986

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

Dear Sir:

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

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

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

Sincerely,

Connie Breech
Deputy Sheriff

jsc

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 35 of 1986

WRIT OF EXECUTION

SERVICE ON JOSEPH ZAJAC, JR.

ON July 9, 1986 AT 4:19 p.m., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Joseph Zajac, Jr. at The Sheriff's Office
in the Court House, Bloomsburg by Lanette Shultz

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

So Answers:

Lanette Shultz
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 16th day of July, 1986

Tami B. Kline

By: Tami B. Kline

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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
JOSEPH AND ALMA ZAJAC property.

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

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

Very truly yours,

Connie Breech, Deputy

Enc.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 35 of 1986 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA ON August 28, 1986, at 11:00 A. M., IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING.

CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by a Deed dated February 21, 1979, and recorded February 26, 1979, in Record Book 291 at Page 256.

The precise address of the within described property is:

R.D. #2
Nescopeck, PA

Improved with a bi-level, frame modular dwelling.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on August 29, 1986, file a schedule of Distribution in his office where the same will be available for inspection and the Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ROBERT E. BULL, Attorney

Said Premises Will Be Sold By:

JOHN R. ADLER, Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 35 of 1986

WRIT OF EXECUTION

SERVICE ON ALMA ZAHAC

ON MONDAY JUNE 23, 1986 AT 1300 hrs, a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, ALMA ZAJAC at 6450 SUSQUEHANNA AVE
BLOOMSBURG, PA. 17815 by PERSONALLY HANDING

TO HER A COPY BY DEPUTY CONNIE BREECH
Service was made by personally handing said Writ of Execution and
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

Connie Breech
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 24th day of June 1986

Tami B. Kline

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

July 9, 1986

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

Dear Sir:

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

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

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

Sincerely,

Connie Breech
Deputy Sheriff

jsc

BEGINNING at an iron pin located along the Westerly line of Twp. Rt. No. 722, said pin being located North 3 degrees 51 minutes and 30 seconds West, 907.84 feet from a railroad spike in the intersection of Twp. Rt. No. 722 and L. R. No. 19094; thence along other property of Joseph J. and Marilyn J. Zajac, South 82 degrees 32 minutes 19 seconds West, 453.11 feet to a stone corner in place; thence along

land of Donald S. and Joan Lamon North 4 degrees 14 minutes 53 seconds West 99.37 feet to an iron pin; thence along land of Benjamin F. and Betty Zehner North 82 degrees 32 minutes 19 seconds East, 457.54 feet to an iron pin; thence along the westerly line of Twp. Rt. No. 722 South 1 degree 42 minutes 30 seconds East, 99.72 feet to an iron pin, the place of BEGINNING.

CONTAINING 1.039 acres of land. This description was taken from a draft of survey prepared by Orangeville Surveying Consultants and dated February 20, 1973.

BEING the same premises transferred and conveyed by Joseph J. Zajac, Sr., and Marilyn J. Zajac, his Wife, unto Joseph J. Zajac, Jr., by a Deed dated August 23, 1977, and recorded in the office for the Recording of Deeds in and for Columbia County in Deed Book 283, Page 240. Also being the same premises conveyed by Joseph J. Zajac, Jr., unto Joseph J. Zajac, Jr., and Alma K. Zajac, his Wife, by a Deed dated February 21, 1979, and recorded February 26, 1979, in Record Book 291 at Page 256.

The precise address of the within described property is:

R.D. #2

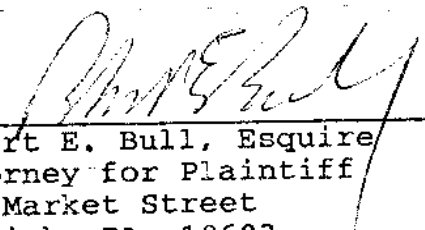
Nescopeck, PA

Improved with a bi-level, frame modular dwelling.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on August 29, 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.

LAW OFFICES OF BULL & BULL

BY


Robert E. Bull, Esquire
Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

My Commission Expires: 3/29/90

MAILED 7-18-86
D.F.

NOTICE TO LIENHOLDERS

TO: SHERIFF, COL. CO.

IN RE: MORTGAGE FORECLOSURE, FIRST NATIONAL BANK OF BERWICK, PA.

VS. JOSEPH J. ZAJAC, JR.
ALMA K. ZAJAC, his wife
#287 of 1986

PLEASE NOTIFY THE FOLLOWING LIENHOLDERS OF THE ABOVE PROPOSED SHERIFF SALE:

PA. DEPT. OF PUBLIC WELFARE

- 124 Pine St
PO Box 1163
Blacksburg
17102
- 7 E 7th St
PO Box 628
Blacksburg
1. #1543 of 1980 10/3/1980 \$5000.00 vs. Alma K. Zajac
 2. #1407 of 1981 9/28/81 \$5000.00 vs. Alma K. Zajac
 3. #693 of 1983 6/23/1986 \$5000.00 vs. Alma K. Zajac
 4. 1005 of 1985 9/16/1985 \$5000.00 vs. Alma K. Zajac

THORP CONSUMER DISCOUNT COMPANY - LTTC

- 301 19th St
Towson, MD
1. Mortgage 208 page 720; Dated 3/30/1982 \$7013.88 Joseph J. Zajac Jr. and Alma K. Zajac. Columbia County

Pa. Gas and Water Co.

- W. 7th St
Blacksburg
1. #437 of 1982 4/15/1982 \$275.48 vs. Alma K. Zajac

JAMES AND MARYJO ZAJAC

- 75 AMERICAN DRIVE
Blacksburg, PA
1. NOTE Dated 4/29/1983 Assigned 1/28/1986. \$6859.53. Signed by Joseph J. Zajac Jr. and Alma K. Zajac. #909 of 1983

LAW OFFICES
BULL & BULL

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 Mifflin Twp. are as follows:

Owner or Reputed Owner: Zajac, Joseph J., Jr. & Alma K.
 Former Owner: _____
 Parcel No. 23-12-16-1 Deed & Page 291-256
 Description 1.039 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1984	98.12		561.45	659.57
1985	93.15		564.39	657.54
TCB FEE				10.00
				55.00
TOTAL				\$1,382.11

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

R. Long
 Director



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

LeRoy S. Zimmerman
ATTORNEY GENERAL

July 10, 1986

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

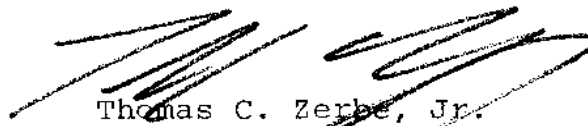
Mr. John R. Adler
Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815
ATTN: Connie Breech
Deputy Sheriff

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

Dear Deputy Breech:

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

Very truly yours,


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

THE FIRST NATIONAL BANK OF

BERWICK, PA.,

PLAINTIFF

No. 287 Term 19 86

V.S.

JOSEPH J. ZAJAC, JR., and

ALMA K. ZAJAC, his Wife,

DEFENDANTS

To: JOHN R. ADLER, Columbia Cty. Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at

R. D. #2, Nescopeck, Mifflin Township, Columbia County, Pennsylvania

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make

Model

Motor Number

Serial Number

License Number

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on personal property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.

LAW OFFICES OF BULL & BULL

Robert E. Bull, Esq.
106 Market Street
Berwick, PA 18603

PRINCIPAL BALANCE	\$26,752.89
INTEREST FROM 6/01/85 = 3/01/86	\$ 819.27
UNCOLLECTED LATE CHARGES	\$ 187.50
ATTORNEYS' COMMISSION AT 10%	<u>\$ 2,675.28</u>
TOTAL -----	<u>\$30,434.94</u>

together with interest at the daily rate of \$7.31 from March 1, 1986, until said obligation is paid in full.

That the Order and Judgment herewith being entered and decreed confirming the Confessed Judgment shall merge with the Confessed Judgment under the provisions of Section 407 of Act of Assembly, January 30, 1974, P.L. 13, No. 6 (41 P.S. 407).

BY THE COURT,

/s/ Jay W. Myers P.J.

THE FIRST NATIONAL BANK)	IN THE COURT OF COMMON PLEAS
OF BERWICK, PA.)	OF THE 26TH JUDICIAL DISTRICT
)	COLUMBIA COUNTY BRANCH, PA.
Plaintiff,)	
)	CIVIL ACTION - LAW
VS.)	ACTION OF MORTGAGE FORECLOSURE
)	
JOSEPH J. ZAJAC, JR., and)	
ALMA K. ZAJAC, his Wife,)	
)	
Defendants.)	NO. 287 OF 1986

MOTION FOR ENTRY OF JUDGMENT UNDER P.R.C.P. 2986

AND NOW comes ROBERT E. BULL, ESQUIRE, Attorney for The First National Bank of Berwick, Pa., Plaintiff in the above-captioned proceeding and requests the Court to enter an Order in Judgment against the Defendants, Joseph J. Zajac, Jr., and Alma K. Zajac, in the amount of:

PRINCIPAL BALANCE	\$26,752.89
INTEREST FROM 6/01/85 = 3/01/86	\$ 819.27
UNCOLLECTED LATE CHARGES	\$ 187.50
ATTORNEYS' COMMISSION AT 10%	<u>\$ 2,675.28</u>
TOTAL -----	<u>\$30,434.94</u>

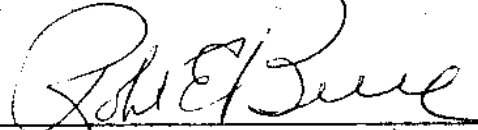
together with interest at the daily rate of \$7.31 from March 1, 1986, until said obligation is paid in full.

Conforming the Judgment in this proceeding to the Confessed Judgment heretofore entered by the Plaintiff, The First National Bank of Berwick, Pa., against the Defendants, Joseph J. Zajac, Jr., and Alma K. Zajac, under the provisions of the Pennsylvania Rules of Civil Procedure 2981 et seq., the

Defendants having been served with an action in this proceeding and having failed to appear or appear with respect to the proceeding within twenty (20) days subsequent to the service upon them.

LAW OFFICES OF BULL & BULL

BY


Robert E. Bull, Esquire
Attorney for Plaintiff
106 Market Street
Berwick, PA 18603
(717) 759-1231

DATED: May 23, 1986

Defendants.

IN THE COURT OF COMMON PLEAS
OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH, PA.

CIVIL ACTION - LAW
ACTION OF MORTGAGE FORECLOSURE

NO. 287 OF 1986

CONFESSIOIN OF JUDGMENT

Pursuant to the authority contained in the Warrant of Attorney, a true and correct copy of which is attached to the Complaint filed in this action, I appear for the Defendants and confess judgment in favor of the Plaintiff and against the Defendants as follows:

PRINCIPAL BALANCE	\$26,752.89
INTEREST FROM 6/01/85 = 3/01/86	\$ 819.27
UNCOLLECTED LATE CHARGES	\$ 187.50
ATTORNEYS' COMMISSION AT 10%	<u>\$ 2,675.28</u>
TOTAL -----	<u>\$30,434.94</u>

together with interest at the daily rate of \$7.31 from March 1, 1986, until said obligation is paid in full.

LAW OFFICES OF BULL & BULL

BY Robert E. Bull
Robert E. Bull, Esquire
Attorney for Defendants
106 Market Street
Berwick, PA 18603
(717) 759-1231

AND NOW, to-wit, this 3rd day of June, 1986,
Judgment is entered in favor of the Plaintiff and against the
Defendants in the amount of Thirty Thousand, Four Hundred
Thirty-Four and 94/100 (\$30,434.94) Dollars, together with
interest at a daily rate of \$7.31 from March 1, 1986, until said
Judgment is satisfied.

Jamie B. Kline
Prothonotary

My Commission Expires: 3/24/90

BRENDA K. HARVEY, Notary Public
Derwick, Columbia County, Pa.
My Commission Expires April 21, 1990

vs.

M _____ Sheriff

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

Joseph J. Zajac, Jr. and Alma K. Zajac

Court of Common Pleas of Columbia County, Pennsylvania.

Penna. Gas & Water Co.

versus

Alma K. Zajac

No. 437 of Term, 1982
Real Debt ||\$ 275.48
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 15, 1982
Nature of Lien Transcript of Judgment

First National Bank of Berwick

versus

Joseph J., Jr. & Alma K. Zajac

No. 1395 of Term, 1982
Real Debt ||\$ 31,980.45
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 10, 1983
Nature of Lien Default Judgment

James & Mary Jo Zajac

versus

Joseph J., Jr. & Alma Zajac

No. 909 of Term, 1983
Real Debt ||\$ 6,859.53
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien August 26, 1983
Nature of Lien Judgment Note

Dept. of Public Welfare

versus

Alma K. Zajac

No. 1005 of Term, 1985
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien September 16, 1986
Nature of Lien Suggestion of Non-Payment

First National Bank of Berwick

versus

Joseph J., Jr. & Alma K. Zajac

No. 287 of Term, 1986
Real Debt ||\$ 30,434.94
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 3, 1986
Nature of Lien Judgment

LIST OF LIENS

VERSUS

..... Joseph J. Zajac, Jr. & Alma K. Zajac

..... Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania
Dept. of Public Welfare
versus
Alma K. Zajac

No. 693 of Term, 1986
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 23, 1986
Nature of Lien Suggestion of Non-Payment

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

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