-SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 50 OF 1986, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERI OFFICE, COURTHOUSE IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, SEPTEMBER 25, 1986

AT 10:00 A.M. ---

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE MEKENN DEFENDANTS IN AND TO:

ALL THAT piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half (49½) feet to corner of lot now or late of Charles Haas; thence by lot of said Hass, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-Nine and one-half (49½) feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot (46 on the westerly side of Grant Street.

COMMONLY known as 343-345 Grant Street, Berwick, Columbia County, Pennsylvania

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

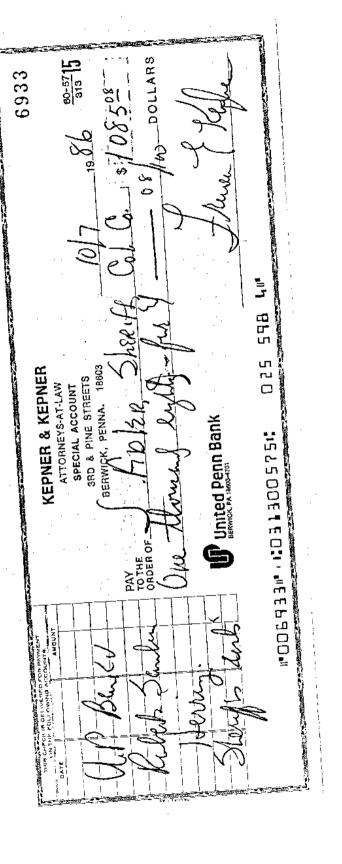
SEIZED AND TAKEN into execution at the suit of UNITED PENN BANK, against ROBERT L. HERRING and SANDRA M. HERRING

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

KEPNER & KEPNER

TO BE SOLD BY:

JOHN R. ADLER, SHERIFF



SHERIFF'S SALE FINAL COST SHEET

| UNITED PENN BANK | VS.ROBERT L. AND SANDRA M. HERRING |
|--------------------------------------------------------------------------|------------------------------------|
| NO. <u>50 of 1986</u> | ··· |
| DATE OF SALE: 9/25/86 | _ |
| Sales Price Total Costs Pouncage 2% Transfer Tax Misc. Costs | <u>5 1554.00</u> <u></u> |
| TOTAL NEEDED TO PURCHASE | Less 500,00 -500,00 1085.08 |
| MURCHASER(S): United Penn | Bank |
| 0008(S) ON OCED: -P | |
| POPCHASER(S), SICHATURE(S): Jun | ua Etefa |
| Allight reclived by sheriff from pozobaser | (5): \$500.00 Advance \$ 1,085.08 |

SHERIFF'S SALE - COST SHEET

| UNITED PENN BANK | YS. ROBERT L. & SANDRA M. HERRING |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| NO. 50 of 1986 | |
| DATE OF SALE: 9/25/86 | · |
| SHERIFF'S COST OF SALE: | |
| Docket & Levy Service Mailing | \$ <u>14.00</u> |
| Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale | 9.00 9.00 12.50 7.00 |
| Sheriff's Deed Distribution Other COPYWORK | 10.00 - 9.00 ·• - 3.00 |
| | TOTAL |
| Press-Enterprise, Inc. Henrie Printing Solicitor's Services | \$ <u>150.04</u> - 37.25 - 30.00 |
| • | TOTAL |
| PROTHONOTARY: Liens List Deed Notarization Other | \$ |
| = | TOTAL |
| RECORDER OF DEEDS: Copywork Deed Other SEARCH | \$ |
| | TOTAL |
| REAL ESTATE TAXES: | |
| Borough/Twp. & County Taxes, 19 <u>86</u> School Taxes; District BERWICK, 19 Delinquent Taxes, 1985, 19, 19 | \$ 126.44 86 242.89 Total Amts.} 367.52. |
| | TOTAL |
| MUNICIPAL RENTS: | |
| Sewer - Municipality <u>BERWICK</u> , Water - Municipality, | 19 <u>86</u> 19 |
| SURCHARGE FEE: (State Treasurer) | TOTAL |
| KISCELLAMEOUS: LIEN CERTIFICATE DSTE SURCHARGE | \$ <u>2.00</u> 4.00 |
| | TOTAL \$ 6.00 |
| | TOTAL COSTS \$ 1554.00 |

SHERIFF'S SALE - COST SHEET

| UNITED PENN BANK | YS. ROBERT L. & SANDRA M. HEF | RING |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------|
| NQ. 50 of 1986 | · . | |
| DATE OF SALE: 9/25/86 | · | |
| SHERIFF'S COST OF SALE: | | |
| Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other COPYWORK Press-Enterprise, Inc. Henrie Printing | \$ 14.00 13.00 3.00 9.00 9.00 12.50 7.00 10.00 9.00 3.00 TOTAL | \$ 89.50 |
| Solicitor's Services | | <u> </u> |
| PROTHONOTARY: Liens List Deed Notarization Other | S | |
| RECORDER OF DEEDS: Copywork Deed Other_SEARCH | \$ | \$5.00 \$18.50 |
| REAL ESTATE TAXES: | • | |
| Borough/Twp. & County Taxes, 19 <u>86</u> School Taxes, District BERWICK, 19 Delinquent Taxes, 19 <u>85</u> , 19, 19 | \$ 126.44 886 242.89 (Total Amts.) 367.52* | - |
| MUNICIPAL RENTS: | TOTAL | \$_736.85 |
| | \$_480.86. , 19 | \$ \AD_86 |
| SURCHARGE FEE: (State Treasurer) | | \$ |
| MISCELLAMEOUS: LIEN CERTIFICATE DSTE SURCHARGE | \$ <u>2.00</u> 4.00 | <u> </u> |
| | TOTAL | \$ 6.00 |
| | TOTAL COSTS | \$ <u>1554.00</u> |

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 10:00A.M. |
| 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 UNITED PENN BANK |
| for the price or sum of ONE THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS AND EIGHT |
| CENTS (\$1585.08) INCLUDES (31.08 cents poundage) Dollars |
| UNITED PENN BANK being the highest and best bidder, and that the highest and best price |
| bidden for the same; which I have applied as follows, viz: To costs SEE ATACHED SCHEDULE |
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| Sheriff's Office, Bloomsburg, Pa.) So answers |
| John Rollin Sheriff |
| , one in |

SHERIFF'S SALE

DISTRIBUTION SHEET

| ONTILD I ENN DANK | SUBDIA THE THE WAR |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| NO. 845 of 1865 JD DATE OF SALE: 97 | 25/86 |
| Bid Price \$ 1554.00 Poundage 31.08 Transfer Taxes Total Needed to Purchase Amount Paid Down Balance Needed to Purchase | \$ 1585.08 500.00 1085.08 |
| EXPENSES: | - |
| Columbia County Sheriff - Costs \$ 89.50 Poundage 31.08 Press-Enterprise Henry Printing Solicitor Columbia County Prothonotary Columbia County Recorder of Deeds - Deed copy work Realty transfer taxes State stamps Tax Collector (CONNIE GINGER) Columbia County Tax Assessment Office State Treasurer Other: BERWICK SEWER TAX CLAIM BUREAU | \$ 120.58 150.04 \$30 37.25 \$31 30.00 \$13 -5.00 \$33 18.50 \$54 369.33 \$63\$ 367.52 4.00 \$33 480.86 \$54 2.00 |
| TOTAL EXPENSES | \$ <u>1554.00</u> |
| Total Needed to Purchase Less Expenses Net to First Lien Holder Plus Deposit | \$ |
| Total to First Lien Holder | <u> </u> |

| Date | X | 30-36 | _ | | | |
|----------|------------|---------------------------------------------------------|---------------|---------------------|-----------------------------------------------------------------------------------------------------------------|-------------|
| | tax lis | s is to certify liens in the Ted below, as cas follows: | Cax Claim E | Bureau ag | ainst the prop | perty |
| Owner or | Rep | uted Owner: | Rbet L | Y Sano | Jia M. Hen | -109 |
| Former O | wner | : Marinace | | | egi kan di samatan di s | |
| Parcel N | o | 04.2-4-1 | 5 | Dee | d & Page <u>276</u> | ,-701 |
| Descript | ion | 343-345 | Gran | St. B. | en let | |
| | | | TAX DIST | | SCHOOL | `TOTAL |
| YEAR | | COUNTY | 7/ | | | - |
| 1985 | | 46.18 | | | 240.25 | 357.5.2 |
| <u> </u> | | | | <u> </u> | TCB FEE | 1.70.00 |
| | | | | | | |
| | | | | | TOTAL . | 367.52 |
| | The mor | e above figures | represent | the amou October | nts due durin 19 X(| g the |
| Requeste | | 1: John Ao | VER, She | ref ? | | |

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

| AKWOTIGE BERWICK BOROUGH | a a a a a a a a a a a a a a a a a a a | - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 | | DATE: | ě |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------------------------|--------------------|------------------------|---------------------------------|
| r | 11 | ASSESSMENT | 7 % I C | 07/01/86 | 01988 |
| TO R EAST 3RD ST. BERWICK, PA. 18603 | SCHOOL R. | E. 2270107 | • 00 238.03 | 242.89 | 2 55 - 03 |
| | | | | | |
| FHONE 717-752-7442 ONLY TAXES WE SURVEY PROMPTEN MENT IS PEGUS | THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE. | PAY THIS AMOUNT | 238.03 APAGO 31 | 242.89 0f And 34 | 255,0s NQW.n1 |
| HERRING, ROBERT L & | Y DRA M | PENALIY ATPROPERTY DESCRIPTION SCHOOL 5% | SCRIPTION | THIS TAX | RETURNED HOUSE |
| C T BERWICK, PA | 18603 | M | 97 7 | JANUARY | 23. 1987 |
| Albinas cassancio e compris e acciones algoridos como sensos de la como de la | PASSITION PRINCE CANADA | DIN | 150 2,120 | | |
| The contract of the contract o | | TOTAL | 2,270 | | |
| TAX NOTICE BERWICK BORDUSH (MAKE CHECKS PAYABLE TO: | FOR COLUMBI | A COUNTY | | 102 | BILL NO |
| ONNIE C. GINGHER TEOR EAST 389 ST. BERWICK, PA. 13603 | COUNTY R.E | - 2270 22.00 | 0 43.94 | 49.94 49.94 | 101992 100, FENALT 54 , 3 |
| HOURS WED 9:00 TO 12 TUE, THUR & FRM 9 | | | | • | • |
| 9 TO 7 BURING DIS 717-752-7442 ONLY | THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE | PAYTHIS | 5.68 | 113 | 126.44 |
| TAKES ANE DUIE HOW PAYMENE, SEGUESE | d | PENALIY A TPROPERTY DESCRIPTION | PAID Off C | PAID ON ON BEFORE | |
| ERRING, ROBERT L & 43 GRANT STREET | SANDRA M AO | *- C | 280 5% | THIS TAX BE TO COURT F | RETURNED House 23. 1987 |
| T BERWICK, P. | 18503 L | PARCEL: 04.2-4-15 343-345 GRANT ST L-49.5X120 | L 46 | | |
| IF VOLCHERING AND AND ASSET AND AND AND ASSESSED ASSESSED AND ASSESSED | TOUR PAYMENT | BUILDINGS THIS TAX NOTICE MUST BE RETURNED WITH YOUR DAYNESS | 2.120 Behinder | | |
| | - | TOTAL | 2,27(1 | | |

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)



001265

344 MARKET ST.

BERWICK, PA. 18603

DATE

August I, 1986

SHERIFE'S SALE

Court House Bloomsburg, Pa. 17815 ATTENTION: CONNIE BREECH

STATEMENT

DETACH AND MAIL WITH YOUR CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT. ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE - September 25, 1986, property located at 343-345 Grant St., Berwick, Pa. and owned by Robert Herring. The sewer rental bill is as follows:

2415

MAY, JUN, JUL 1986 \$ 434.18 AUG, SEP + 46.68

-- \$ 480.86

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

CHRISTOPHER KLINGER Chief-Sewer-Rental Clerk

PAID BY CHECK NO.

State of Pennsylvania County of Columbia

SS.

I, Beverly J. Michael, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

Robert L. Herring and Sandra M. Herring

and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 22dd day of September A.D., 19 86.

Burry Michael RECORDER

(hereinalter, whether one or more, with their heirs, executors, administrators. Successors-----and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK, with principal offices located in the city of Wilkes-Barre, PA and branch offices located at West Front Street, Borough of Berwick, County of Columbia, State of Penna.----

(hereinafter, with its successors and assigns, called the Mortgagee), of the other part.

lawful money of the United States of America, conditioned for the payment of the just sum of (\$14,000)-----Fourteen Thousand and no/100------Dollars------

lawful money as aloresaid. Principal of sum of [\$14,000] Fourteen Thousand Dollars lawful money of the United States of America, payable within twenty [20] years from the date hereof, together with interest on all unpaid balances of principal at the rate of 8 3/4% per annum, the said principal and interest shall be paid in monthly installments of \$123.73 per month, the first such monthly payment to be made on the weather day of 3 mil., 1976, and thereafter on the west day of each and every month thereafter until the entire indebtedness has been paid in full and by no later then went the entire indebtedness has been paid in full and by first to said interest and then in reduction of said principal sum. One-twelfth [1/12] of the estimated annual taxes and fire insurance premiums will be added to this payment. Mortgagors to have the privilege to prepay at anytime or times the entire balance of principal or any part thereof without penalty.

together with interest thereon, payable ----monthly----. at the rate of eight and three quarter per cent per annum:

AND also conditioned for the payment of the premium or premiums that will become due and payable to place and renew insurance on the buildings on the hercin described premises against loss by fire or other hazard as may be required by the Mortgagee in amounts and in a company or companies satisfactory to said Mortgagee; and conditioned that the Mortgagor shall take out no insurance on said buildings without having attached thereto a standard mortgagee clause, making the loss. If any, payable to the Mortgagee, as its interest may appear, and shall lodge said policy or policies of insurance with the Mortgagee:

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims assessed or levied at any time, present or future, by any lawful authority, which by any present or future law or laws, shall have priority upon the premises covered hereby in lien or payment to the debt secured hereby and provision for the payment of which is not otherwise made herein, such payment shall be made by the Mortgagor within six months after such tax, assessment, or other charge or claim shall have become due, and the official receipts therefor shall be promptly produced by the Mortgagor to the Mortgagee, and conditioned for the payment of premiums of insurance as herein provided; and in default of such payment or payments by the Mortgagor, it is hereby expressly agreed that the Mortgagee may pay the same, and that any sum or sums so paid by the Mortgagee shall be added to the principal debt secured hereby, shall bear interest at the rate of \$3/4% per annum from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution;

AND also conditioned for the keeping and performance by the Mortgagor of each and every of the following covenants and agreements:

- 1. If the premises covered hereby, or any part thereof, shall be destroyed or damaged by fire or other hazard against which insurance is held, as hereinabove provided, the amounts paid by any insurance company or componies by reason of such damage, in pursuance of the contract or contracts of such fire or other hazard insurance, to the extent of the indebtedness represented hereby remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.
- 2. That the Mortgagor will not suffer any lien superior to the lien hereby created to attach to or to be enforced against the premises covered hereby, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.
- 3. The Mortgagee shall have the right to pay any taxes, assessments, and all other charges and claims which the Mortgagor has agreed to pay under the terms hereof, and to use its own funds to make the payments, and to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered hereby, and any amount or amounts so paid by the Mortgagee shall be added to the principal debt herein and in said Obligation named, shall bear interest at the rate of 8-3/4 % per annum from the date of payment, and shall be secured by this Mortgage the same as said principal debt and interest thereon,

whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and the Mortgagee, at its option, shall be entitled to be subrogated to any lien, claim or demand paid by it, or discharged with money advanced by it and secured by this Mortgage.

AND PROVIDED further, however, and it is thereby expressly agreed, that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said Obligation, or by virtue of the Warrant of Atterney contained therein, or if a Writ of Scire Facias is issued upon this Mortgage, an attorney's commission for collection, viz: five per cent of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to—————them——— by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds acising from any sale thereof, and all benefit of any stay of execution or other process; as in and by the said recited Obligation and the conditions thereof, relation being thereunto had, may more fully and at large appear.

AND PROVIDED further, and it is thereby expressly agreed that in the event of any breach by the Mortgagor of any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgagee to enter upon all and singular the land, buildings and premises granted by this Mortgage together with the hereditaments and appurtenances, and each and every part thereof, and to take possession of the same and of the fixtures and equipment therein contained, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion, the Mortgagor agreeing that shall and will not assign any lease for any part of the within described premises without the written permission of the Mortgagee, and, whenever requested by the Mortgagee so to do, shall and will assign, transfer and deliver unto the Mortgagee any lease or sub-lease; and to permit the Mortgagee to collect and receive all rents, issues and profits of the said mortgaged premises and every part thereof for which this Mortgage shall be a sufficient warrant whether or not such lease or sub-lease has been assigned, and to make from time to time all alterations, renovations, repairs, and replacements thereto as may seem judicious to the Mortgagee, and after deducting the cost of all such alterations, renovations, repairs, and replacements and expenses incident to taking and retaining possession of the mortgaged property and the management and operation thereof, and keeping the same properly insured, to apply the residue of such rents, issues and profits, if any, arising as aforesaid, to the payment of all taxes, charges, claims, assessments and any other liens that may be prior in lien or payment to the debt hereby secured, and premiums for said insurance, with interest thereon, or to the interest and principal due and hereby secured with all costs and attorney's fees, in such order or priority, as the Mortgagee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding: it being expressly agreed, however, that the taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies by this Mortgage provided in case of such default; and it is further expressly understood and agreed that the remedies by this Mortgage and the accompanying recited Obligation provided for the enforcement of the payment of the principal sum hereby secured, together with interest thereon, and for the performance of the covenants, canditions and agreements, matters and things herein contained are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur.

and for better securing the payment of the same, with interest, as aforesaid, as well as all other sums recoverable under the terms of this Indenture unto the said Mortgagee, as for and in consideration of the further sum of One Dollar unto the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, burgained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Mortgagee

ALL that piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot now or late of Paxton Creasy

upon Grant Street; thence along Grant Street, forty-nine and one-half (49-1/2)

feet to corner of lot now or late of Charles Haas; thence by lot of said Haas.

One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty
nine and one-half (49-1/2) feet to lot now or late of Paxton Creasy; thence

by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the

place of beginning. Being Lot #46 on the westerly side of Grant Street.

BEING the same parcel of land conveyed to Anna Marinuci and Guerino

Marinuci, her husband, by deed of Anna Difebbo, now Anna Marinuci and Guerino

Marinuci, her husband, dated September 15, 1964, and recorded September 21, 1964, DB 226 Page 772. The said Guerino Marinuci the husband of Anna Marinuci, having died title vested in Anna Marinuci by virtue of the law of survivorship relative to tenants by the entireties.

The said Anna Marinuci died June 17, 1975, and by virtue of her Last will and Testament duly probated in Columbia County Courthouse, Register of Wills Office, on June 30, 1975, WB 43, page 255. She did nominate, constitute and appoint, Filomena Martino, Executrix.

Being the same premises conveyed to the mortgagors herein by deed of Filomena Martino, Executrix of the Estate of Anna Marinuci, dated the <u>24th</u>. day of <u>MAY</u>, 1976, recorded DB <u>page</u> on the <u>day of</u> 1976. immediately prior to recordation of this instrument.

TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whotsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD said real estate and property, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgages to and for the only proper use and behoof of said Mortgages forever.

AND PROVIDED ALSO, that when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of said interest, taxes, insurance premium and

principal sum, together with all such amounts as shall have been advanced by the Mortgages under the terms hereof, at maturity, or interest, or in the conditions of said recited Obligation provided for, or in the keeping and performance by the Mortgagor of any condition, covenant or agreement contained in said Obligation or in this Mortgage to be by said Mortgager kept and performed, in the manner and at the time hereinabove specified for the performance thereof, in each and every such case it shall and may be lawful for said Mortgages to sue out forthwith a Writ or Writs of Scire Facias upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sum and oil interest thereon and all sums advanced for payment of any taxes, charges, claims or inaurance premiums as aforesaid, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and all other recoverable sums, together with an attorney's commission for collection, as aforexid, and costs of suit, without further stay of execution or other process, any law, usage or custom to the contrary notwithstending. And the Mortgager hereby waives and relinquishes unto and in favor of the Mortgage, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said Obligation or by virtue of the Warrant of Attorney cuntained therain or upon this Indenture.

BUT, PROVIDED ALWAYS, nevertheless, that if said Marigagor does and shall well and truly pay or cause to be paid unto the said Morigage, the aforesaid debt or principal sum secured by this Morigage, on the day and time and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all sums advenced for payment of any taxes, charges, claims or insurance premiums as aforesaid, without any fraud or further delay, and without any deduction, defalcation or abatement to be made of anything, for or in respect of any taxes or charges or claims whatsoever, then and from thenceforth, as well this present Indenture, and the estate hereby granted, as said recited Obligation, shall cease, determine and become vold, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagoro to these presents have hereunto set their hand & and seal &. Dated the day and year first hereinabove written. Signed, Sealed and Delivered In the Presence of STATE OF PENNSYLVANIA COUNTY OF Columbia appeared Robert L. Herring and Sandra M. Herring, his wife----instrument, and acknowledged that -----they------ executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. JUBITH W. ANDLES, Notary Public Berwick, Columbia Ca. Pa My commission expires_ My Commission Expires April 16, 1979 Notary Pub SANDRA M. HERRING, his wiße ROBERT L. HERRING and The precise address of UNITED PENN BANK, the Mortgagee, is 18 West Market Street, Wilkes-Barre, Just Froll RECORDED in the Office for Recording of Deeds in and for Enterop County, in the State of Pennsylvania, in Mortgage Book 179 , Page 24 , etc. WITNESS my hand and seal of Office this Anno Domini, 1976 3:40 p.m.

300K 179 PAGE 27

JOHN R. ADLER



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

PHONE: 717-784-1991

SHERIFF'S SALE REAL ESTATE OUTLINE

| | DATE SENT | DATE REC. |
|-------------------------------------------------|-----------|---------------------------------------|
| RECEIVE AND TIME STAMP | 729 | |
| DOCKET AND INDEX | 7.30 | |
| SET FILE UP | 7-30 | |
| CHECK FOR PROPER INFO | 1000 | |
| 3 writs of exec. | /· | · · · · · · · · · · · · · · · · · · · |
| 3 copies of description | | |
| whereabouts of defendants | | |
| non-military affidavit | 6 | · |
| 3 notices of sheriff's sale | | 9-26 |
| check for \$500.00 | -in and | 50 V CK 4500 80 |
| watchman release form | 2 | |
| TYPE PROPER INFORMATION ON DESCRIPTION | | |
| SET SALE DATE AND ADV. DATES (POST ON CALENDER) | | · · |
| SET POSTING DATE | Î.e. | |
| FILL IN EXECUTION NO'S ON PAPERS | pri e | |
| SET DISTRIBUTION DATES: | | <u>.</u> |
| file date within week of sale | 14 | ton- |
| pay date after 10 days of filing | : | |
| TYPE UP CARDS FOR PAPERS TO BE SERVED | | |
| PUT PAPERS TOGETHER WITH CARDS TO BE SERVED | 1 | · |
| SERVE PAPERS | 1. 12 3 4 | great despit |
| notice of writ of execution | ને, લં | drawing to |
| notice of sheriff's sale | | |
| | | |

JOHN R. ADLER



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

PHONE: 717-784-1991

| | DATE SENT DATE REC. |
|------------------------------------------------------------------------------------------------------------|---------------------|
| writ | : , |
| ONCE SERVED, DOCKET SERVICE | 8-1 |
| SEND COPY OF SERVICE TO ATTY | 8- |
| SEND DESCRIPTION TO PRINTER | 7-30 8-8 |
| SEND NOTICE TO PRESS FOR PUBLICATION | 2-3/ |
| Adv. 3 weeks prior to sale, once a week Thursdays | |
| ONCE HANDBILLS ARE RECEIVED, SEND COPIES TO | |
| Recorder of Deeds | 811 |
| Tax claim office | 7 34m |
| Prothpost on board | |
| Tax assessment office | |
| post in sheriff's office | |
| front of lobby | |
| atty. office | |
| send copy to defendant | |
| SEND NOTICES TO LOCAL TAX COLLECTORS (certified mail) | (1) (3) |
| WATER AUTH. (certified mail) | D. W. |
| SEWER (certified mail) | 131. |
| SEND COPIES TO IRS OFFICE IN PHILA.(cert. mail, include copy of writ along with description) | つ 5, |
| SEND COPIES TO PA. PERSONAL TAX AUTH.(cert. mail, include copy of writ along with description) |) <u>*</u> |
| IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. (cert. mail, included copy of writ along with description) | e ~//4. |

JOHN R. ADLER



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

PHONE: 717-784-1991

| | DATE SENT | DATE RECEIVED |
|------------------------------------------------------------------------------|-----------|---------------|
| 30 days BEFORE SALE POST PROPERTY | | |
| send copy of posting to atty. | | |
| PREPARE COST SHEET BEFORE SALE | | |
| HOLD SALE | | <u>.</u> |
| PREPARE FINAL COSTS SHEET | | |
| WITHIN FIVE DAYS OF SALE, POST DISTRIBUTION ALONG WITH AFFADAVIT ON BOARD | | |
| WITHIN TEN DAYS OF FILING DIST., MAKE DISTRIBUTION | | |
| PREPARE DEED AND TAX AFFIDAVIT FOR RECORDER | | |
| SEND DEED TO PROPER ATTY. | 2 | . |
| FILE FOLDER | , | |
| | 1 | |

SEARCH OF LIENS

November 7, 1922 - August 3, 1986

| | ADV. CONV. | MORT. | MISC. | SEC. REC. | TRANS. PROTH. | JUDG. | EJECT. | TAXES* |
|-------------------------------------------------------|---------------|---------------|--------------|--------------|------------------|---------------|---------------|----------------|
| ROBERT L. HERRING SANDRA M. HERRING | NONE NONE | SEE ATTACH | NONE NONE | NONE NONE | NONE · | SEE ATTACH | SEE ATTACH | SEE* ATTACH |
| FILOMENA MARTINO EX. OF ESTATE OF ANNA MARINUCI | NONE | NONE | NONE | | | | | |
| ANNA MARINUCI GUERINO MARINUCI | NONE NONE | NONE NONE | NONE NONE | | | | | |
| ANNA DIFEBBO SABBATINO DIFEBBO | NONE NONE | NONE NONE | NONE NONE | | | | | |
| FLORENCE I. MILLER | NONE | NONE | NONE | | | | | |

*Taxes due for 1985 \$364.23 (amount due during month of August)

Assessment

Parcel No. 04.2-4-15 Lot Size 49.5' x 120' Grant Street, Borough of Berwick

LIEN CERTIFICATE

| Date August 5, 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 Berwick Borough are as follows: | | | | | | | | |
| Owner or Rep | outed Owner: Her | ring; Robert R. & | Sandra M. | | | | | |
| Former Owner | Marinucci, An | na DeFebo & Gueri | 10. | · | | | | |
| Parcel No. C |)4.2-4-15 | p | eed & Page 276- | 701 | | | | |
| Description | 49.5 x 120 | | | | | | | |
| | | | | | | | | |
| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL | | | | |
| 1985 | \$45.78 | \$69.43 | \$238.02 | \$354.23 | | | | |
| .} | | | | | | | | |
| | , · · · | | TCB FEE | \$10.00 | | | | |

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

Requested by: Cimmie Mertz

Fee \$2.00

COLUMBIA COUNTY TAX CLAIM BUREAU

TOTAL

\$364.23°

Director

MORTGAGE

ROBERT L. HERRING : Mort. Book 179, page 24 SANDRA M. HERRING : Dated: May 26, 1976

: Rec.: May 28, 1976 AND : Amount: \$14,000.00

UNITED PENN BANK

JUDGMENT

DEPARTMENT OF PUBLIC WELFARE : No. 533-1982

: Dated: April 30, 1982 VS. : Amount: \$5,000.00

ROBERT L. HERRING SANDRA M. HERRING

JUDGMENT

DEPARTMENT OF PUBLIC WELFARE : No. 1031-1983

: Dated: September 16, 1983

VS. : Amount: \$5,000,00

ROBERT L. HERRING SANDRA M. HERRING :

JUDGMENT

DEPARTMENT OF PUBLIC WELFARE : No. 490-1984

: Dated: April 27, 1984

VS. : Amount: \$5,000.00

ROBERT L. HERRING : SANDRA M. HERRING

JUDGMENT

DEPARTMENT OF PUBLIC WELFARE : No. 199-1985

: Dated: February 22, 1985

VS. : Amount: \$5,000.00

ROBERT L. HERRING

SANDRA M. HERRING

JUDGMENT

UNITED PENN BANK

: No. 845-1985

VS.

: Dated: July 29, 1986 : Amount: \$12,209.64

ROBERT L. HERRING

Default of Judgment

SANDRA M. HERRING

Writ of Ex. - 50-1986

:

EJECTMENT

UNITED PENN BANK

: No. 845-1985

Vs.

: Dated: August 2, 1985

S.

: Complaint in Mortgage Foreclosure

ROBERT L. HERRING SANDRA M. HERRING

:

120 1 Dec"



This Deed

| Atlade the | 24th day | of May | in the year of ou. |
|-------------------|-----------------------|----------------------|--------------------|
| Lord one thouse | ind nine hundred and | Seventy-Six | <u></u> |
| Metlocen | FILOMENA MARTINO | , Executrix of the E | state of Anna |
| Marinuci, late of | the Borough of Berwic | k, County of Columb | oia and State of |
| Pennsylvania, | | | GRANTOR, |
| | | | |

AND

Milnessell, that in consideration of Seventeen Thousand, Five Hundred and 00/100 (\$17,500,00) — Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor --do es --hereby grant and convey to the said Grantee Heirs and Assigns.

All that piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half (49-1/2) feet to corner of lot now or late of Charles Haas; thence by lot of said Haas, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-nine and one-half (49-1/2) feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot No. 46 on the westerly side of Grant Street.

BEING the same parcel of land conveyed to Anna Marinuci and Guerino Marinuci, her husband, by deed of Anna DiFebbo, now Anna Marinuci, and Guerino Marinuci, her husband, dated September 15, 1964, and recorded September 21, 1964, in Deed Book 226, at Page 772.

Guerino Marinuci, husband of Anna Marinuci having died, title

vested in Anna Marinuci by virtue of the law of survivorship, relative to tenants

by the entireties. THE BERWICK AREA SCHOOL DISTRICT

THE BERWICK AREA SCHOOL DISTRICT REAL ESTATE TRANSFER TAX

Amount \$ 175.00 my 5.70-0%

001308

8004 276 MAR 701

Last Will and Testament duly probated in the Columbia County Court House,
Pennsylvania, she did appoint Filomena Martino, Executrix, under her
Will.

Adr = 5-24-76 Br = 5-28-76

Sque . 226 PAGE - 702

NO. 2 ESTATE OF

ANNA MARINUCI OF BOROUGH OF BERWICK : Will Book 43, page 255

: Will Dated: September 15, 1964

: Date of Death: June 17, 1975

: Date of Probate: June 30, 1975

: Letters Granted To: Filomena Martino

: Inheritance Tax: August 12, 1976

: File No.: 19-75-258

First & Final Account #70-1976

Filed: September 27, 1976

Proposed Distribution shows each heir received 1/8 of estate.

Real @ \$17.500.00

Clear Value @ \$11,833.02

Inheritance Tax Paid: \$727.73

Will provides:

All the rest, residue and remainder of my estate, real, personal and mixed, of whatsoever nature or kind and wheresoever the same may be situate at the time of my death, I give, devise and bequeath to my husband, Guerino Marinuci, absolutely. In the event my husband should predecease me, I then give, devise and bequeath all the rest, residue and remainder of my estate to my children, Filomena Martino, Anna Fazio, Theresa Ventresca, Daniel DeFibo, Mary Delio, Antoinette DeFibo, Annamae DeFibo and Frank DiFibo, in equal shares and share alike.

I hereby nominate, constitute and appoint my husband, Guerino Marinuci, Executor under this, my Will. In the event of my husband should not be living at the time of my death or should not qualify as my Executor, I then nominate, constitute and appoint Filomena Martino Executrix under this, my Will. I do hereby give and grant unto my Executor or Executrix full power and authority to execute this, my last Will and Testament, to sell my real estate at public or private sale; and deliver a good and sufficient deed for the same.

NO. 3 DEED

ANNA DiFEBBO, now ANNA MARINUCI

GUERINO MARINUCI, h/h

AND

ANNA MARINUCI GUERINO MARINUCI, h/h : Deed Book 226, page 772

: Dated: September 15, 1964 : Ack.: September 15, 1964 : Rec.: September 21, 1964

: Consideration: \$1.00

: Warranty: Generally

CONVEYS: Same premises as No. 1 Deed.

RECITAL: Being the same parcel of land conveyed to Sabbatino DiFebbo and Anna DiFebbo, h/w, by deed dated December 30, 1929, recorded in

Deed Book 106, page 569. Sabbatino DiFebbo having died title

vested in Anna DiFebbo by virtue of law of survivorship.

Anna DiFebbo having remarried male grantor herein.

NO. 4 DEED

FLORENCE I. MILLER : Deed Book 106, page 569

: Dated: December, 1929 (no date given) AND

: Ack.: December, 1929 (no date given)

: Rec.: January 7, 1930 SABBATINO DIFEBBO : Consideration: \$550.00

ANNA DiFEBBO

CONVEYS: Same premises as described in No. 1 Deed.

RECITAL: Being part of the same premises conveyed by deed dated

November 7, 1922, recorded in Deed Book 97, page 408.



NO. 5 DEED

THOMAS B. MILLER SARAH S. MILLER, h/w

AND

FLORENCE I. MILLER

: Deed Book 97, page 408

: Dated: November 7, 1922

: Ack.: November 7, 1922

: Rec.: November 13, 1922

: Consideration: \$7,088.00 : Warranty: Warrant & Defend

CONVEYS: 3 tracts of land, the 2nd tract being parcel in Borough of

Berwick, as described on No. 1 Deed.

RECITAL: Being the same lot conveyed by deed dated July 31, 1906,

recorded in Deed Book 77, page 679.

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 3BD BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 30, 1986

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

Dear Susan:

Please advertise the following Sheriff's Sales on September 4, 11, and the 18th.

If you have any questions, please contact our office.

Thank you.

Sincerely, Anni & Breach

Connie S. Breech

Deputy Sheriff

JOHN R. ADLER



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

PHONE: 717-784-1991

July 30, 1986

Internal Revenue Service Special Procedure Staff Michael Harkins P.O. Box 12050 Phila., PA 19106

Dear Sir:

Enclosed is a copy of Notice of Sheriff's Sale to be held in our office.

Please inform us of any claims against these individuals.

Sincerely,

Connie S. Breech

Conni 1 Break

Deputy Sheriff

CSB/ssb

4

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. 80X 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 30, 1986

Chris Klinger Boro of Berwick 344 Market St. Berwick, PA 18603

Dear Sir:

Enclosed is a copy of Notice of Sheriff's Sale to be held in our office.

Please inform us of any claims against these individuals.

Thank you.

Sincerely,

Connie S. Breech

Conni Breed

 ${\tt Deputy\ Sheriff}$

JOHN R. ADLER



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

PHONE: 717-784-1991

July 30, 1986

Water Authority Keystone Water Company P.O. Box 313 Milton, PA 17847

Dear Sir:

Enclosed is a copy of the Notice of Sheriff's Sale to be held in our office.

Please inform us of any claims against these individuals.

Thank you.

Sincerely, Conn Bued

Connie S. Breech

Deputy Sheriff

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 30, 1986

Thomas C. Zerba, Jr.
Deputy Attyrney General
Collections Unit
Fourth and Walnut Streets
Harrisburg, PA 17120

Dear Sir:

Enclosed is a copy of Notice of Sheriff's Sale to be held in our office.

Please inform us of any claims against these individuals.

Thank you.

Sincerely,

Connie S. Breech

Jona Breed

JOHN R. ADLER



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

PHONE: 717-784-1991

July 30, 1986

Connie K. Gingher Berwick Boro 120 R. E. 3rd St. Berwick, PA 18603

Dear Connie:

Enclosed is a copy of Notice of Sheriff's Sale to be held in our office.

Please inform us of any claims against these individuals. Thank you.

Sincerely, Conn & Deed

Connie S. Breech

Deputy Sheriff

CSB/ssb

Enclosure

UNITED PENN BANK

VS.

PLAINTIFF,

IN THE COURT OF COMMON PLEAS

OF THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH

CIVIL ACTION - LAW

ROBERT L. HERRING and SANDRA M. HERRING, His Wife,

DEFENDANTS.

: NO. 845 of 1985

MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL PROPERTY

TO: ROBERT L. HERRING 343-345 Grant Street Berwick, PA 18603

YOU ARE HEREBY notified that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the day of ______, 1986, at ______ in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.

Third and Pine Streets
Berwick PA

Berwick, PA 18603

(717) 752-2766

ALL THAT piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half (49½) feet to corner of lot now or late of Charles Haas; thence by lot of said Hass, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-Nine and one-half (49½) feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot #46 on the westerly side of Grant Street.

: IN THE COURT OF COMMON PLEAS UNITED PENN BANK : OF THE 26TH JUDICIAL DISTRICT PLAINTIFF, COLUMBIA COUNTY BRANCH : CIVIL ACTION - LAW VS. ROBERT L. HERRING and : NO. 845 of 1985 SANDRA M. HERRING, His Wife, MORTGAGE FORECLOSURE DEFENDANTS. AFFIDAVIT COMMONWEALTH OF PENNSYLVANIA SS. COUNTY OF COLUMBIA

I, FRANKLIN E. KEPNER, ESQUIRE certify that the last known address of ROBERT L. HERRING, is 343-345 Grant Street, Berwick, PA, 18603.

Franklin E. Kepner, Esquire

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28th DAY

OF July , 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-24-90

UNITED PENN BANK

PLAINTIFF.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

vs.

CIVIL ACTION - LAW

ROBERT L. HERRING and SANDRA M. HERRING, His Wife, : NO. 845 of 1985 DEFENDANTS.

: MORTGAGE FORECLOSURE

TO: ROBERT L. HERRING, 343-345 Grant Street, Berwick, PA 18603

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

> SUSQUEHANNA LEGAL SERVICES 38 WEST MAIN STREET BLOOMSBURG, PA 17815 TELEPHONE : (717) 784-8760

> > OR ---

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC. BICENTENNIAL BUILDING WILKES-BARRE, PA 18701 TELEPHONE: (717) 825-8567

> ESQUIRE PRANKLIN E. KEPNER,

ATTORNEY FOR PLAINTIFF RHIRD & PINE STREETS BERWICK, PA 18603

UNITED PENN BANK
PLAINTIFF,
OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH

VS.

CIVIL ACTION - LAW

ROBERT L. HERRING and
SANDRA M. HERRING, His Wife,
DEFENDANTS.

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY BRANCH

CIVIL ACTION - LAW

NO. 845 of 1985
MORTGAGE FORECLOSURE

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA)

I, FRANKLIN E. KEPNER, ESQUIRE certify that the last known address of SANDRA M. HERRING, is 343-345 Grant Street, Berwick, PA, 18603.

Franklin E. Kepner, Esquire

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 28th DAY

OF July , 1986.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 2-24-90

UNITED PENN BANK

PLAINTIFF,

IN THE COURT OF COMMON PLEAS

OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

:

VS. : CIVIL ACTION - LAW

:

ROBERT L. HERRING and

SANDRA M. HERRING, His Wife,

DEFENDANTS.

: NO. 845 of 1985

MORTGAGE FORECLOSURE

TO: SANDRA M. HERRING, 343-345 Grant Street, Berwick, PA 18603

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE

ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN

DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED

AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR

OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER

AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO

OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET

LEGAL HELP.

SUSQUEHANNA LEGAL SERVICES 38 WEST MAIN STREET BLOOMSBURG, PA 17815 TELEPHONE: (717) 784-8760

-- OR ---

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC. BICENTENNIAL BUILDING WILKES-BARRE, PA 18701 TELEPHONE: (717) 825-8567

RANKLIN E. KEPNER, ESQUIRE

TTORNEY FOR PLAINTIFF THIRD & PINE STREETS BERWICK, PA 18603

UNITED PENN BANK PLAINTIFF,

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

VS.

CIVIL ACTION - LAW

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ROBERT L. HERRING and

SANDRA M. HERRING, His Wife,

DEFENDANTS.

NO. 845 of 1985

MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

SS.

I, FRANKLIN E. KEPNER, being duly sworn according to law, deposes and says that he is over twenty-one (21) years of age and has made an investigation of Sandra M. Herring, the Defendant named above, and has ascertained that the said Defendant is not in the military service or in any branch of the armed forces of the United States or its allies, nor otherwise within the provisions of the Soldiers and Sallors Civil Relief Act of Congress of 1940 and its Amendments; that the Defendant is over twenty-one (21) years of age and resides at 343-345 Grant Street, Berwick, PA, 18603.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 28th DAY

OF July , 1986.

MY COMMISSION EXPIRES: 2-24-90

| UNITED PENN BANK, | _ | | | |
|-----------------------------------|----------------|---------------------------------------|---------------------|------|
| PLAINTIFF, | | | | |
| | NO. | 845 | TERM 1985 | J.D. |
| | NO. | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | TERM 1986 | E.D. |
| vs. | | | | |
| ROBERT L. HERRING and | - | | | |
| SANDRA M. HERRING, His wife, | | | | |
| DEFENDANTS. | ~_ | | | |
| | | | | |
| TO: JOHN ADLER | _ Sheri | £ £ | | |
| Seize, levy, advertise a | | the rea | ıl estate d | of. |
| Defendants on the premises locate | d at: | | | |
| 343-345 Grant Street, | Berwick | PA 18 | 3603 | |
| You are hereby released | from al | l respor | nsibility | in |
| not placing watchman or insurance | on rea | l estate | e levied or | ı by |
| virtue of this writ. | Frankli | undle (| Mule oner, Esqui | íre |
| | hird & Berwick | Pine Str | | |
| | DOLATON | , , , , | | |

Attorney for Plaintiff

| UNITED PENN BANK, | | | |
|----------------------------------------------------------------------------------------|--------|--------------|----------------|
| PLAINTIFF, | | | |
| | NO. | 845 | TERM 1985 J.D. |
| | NO. | | TERM 1986 E.D. |
| vs. | | | |
| ROBERT L. HERRING and | | | |
| SANDRA M. HERRING, His wife, | | | |
| DEFENDANTS. | | | |
| | | | |
| TO: JOHN ADLER | Sheri | ff | |
| Seize, levy, advertise and Defendants on the premises located 343-345 Grant Street, Be | at: | | |
| J43-343 Grane Serecty De | | <i>L_</i> | <u> </u> |
| You are hereby released fr | om al | l respo | nsibility in |
| not placing watchman or insurance of | on rea | l estat | e levied on by |
| virtue of this writ. | 1 | ; | $\sim 10^{-1}$ |

Attorney for Plaintiff

Franklin E. Kepner, Esquire Third & Pine Streets Berwick, PA 18603 UNITED PENN BANK
PLAINTIFF,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

:

VS.

: CIVIL ACTION - LAW

50 lb 8

ROBERT L. HERRING and SANDRA M. HERRING, His Wife, DEFENDANTS.

: NO. 845 of 1985 : MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL PROPERTY

TO: SANDRA M. HERRING 343-345 Grant Street Berwick, PA 18603

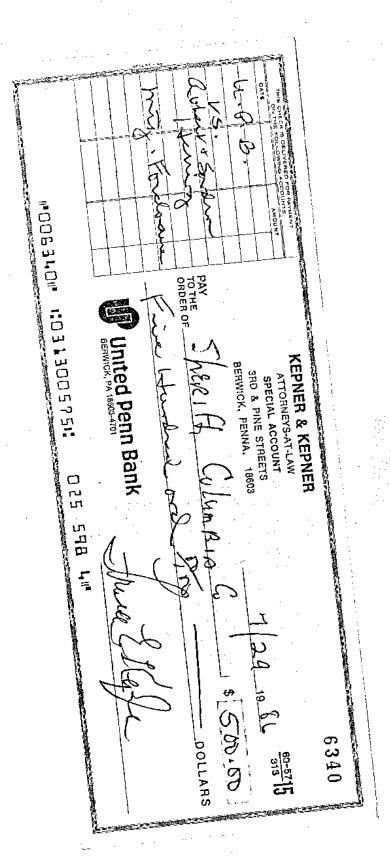
The property to be sold is described on Exhibit "A" attached hereto.

Franklin E. Kepner, Esquire Third and Pine Streets

Berwick, PA 18603

ALL THAT piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half (49½) feet to corner of lot now or late of Charles Haas; thence by lot of said Hass, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-Nine and one-half (49½) feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot #46 on the westerly side of Grant Street.



OFFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 80X 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

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

NO. 50 of 86

WRIT OF EXECUTION

JOHN R. ADLER John R. Adler, Sheriff

SERVICE ON SANDRA HERRING

| • | | | |
|------------------|---------------------------------------|---------------------------------------------------|----------|
| ON_7/31/86 | AT | , a true an | ıd |
| attested copy of | the within Writ of | Execution and a true cons | + |
| or the Notice of | Sheriff's Sale of R | Real Estate was served on | the |
| defendant, SANDR | A HERRING | at LAST KNOWN ADD | RESS |
| | · · · · · · · · · · · · · · · · · · · | by CERTIFIED MAIL | |
| SIGNED BY SANDR | A HERRING 7/31/86 | | |
| Service was made | by personally handi | ing said Writ of Execution tate to the defendant. | and |
| | | So Answers! | |
| | | Anny Sheriff | |
| | | For: | |

Sworn and subscribed before me this /2t day of lugust 1976

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

FROTH, & CLK. OF SEV. COURTS MY COMM. EX. 1st MOH. 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

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

NO. 50 of 86

WRIT OF EXECUTION

| ON 7/31/86 | AT | , | a true ar |
|-----------------------------|-----------------|-----------|-----------|
| ittested copy of the within | Writ of Executi | ion and a | true cons |

SERVICE ON ROBERT HERRING

ON 7/31/86

AT

, a true and attested copy of the within Writ of Execution and a true copy of the Notice of Sheriff's Sale of Real Estate was served on the defendant, ROBERT HERRING

at LAST KNOWN ADDRESS

by CERTIFIED MAIL

SIGNED BY SANDRA HERRING 7/31/86
Service was made by personally handing said Writ of Execution and Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers!

Deputy Sheriff

For:

JOHN R. ADLER John R. Adler, Sheriff

Sworn and subscribed before me this 1st day of August 1986

Tami B. Kline, Prothonotary Columbia County, Pennsylvania PROTH. & CLK. OF SEV. COURTS

MY COMM. EX. 1st. MON. JAN. 1, 1988

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

| UNITED PENN BANK , | IN THE COURT OF | COMMON DIE 10 OF |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| | | COMMON PLEAS OF TY, PENNSYLVANIA |
| PLAINTIFF | No. 50 | Term 19 86 E.D. |
| vs | No | |
| | No845 | Term 19 85 J.D. |
| ROBERT L. HERRING AND SANDRA | | |
| M. HERRING, His Wife, | | EXECUTION FORECLOSURE) |
| DEFENDANTS. | | |
| Commonwealth of Pennsylvania: | | |
| County of Columbia: | | |
| TO THE SHERIFF OF COLUMBIA | COUNTY, PENN | SYLVANIA |
| To satisfy the judgment, interest and cost in the a following described property (specifically described pr | • | to levy upon and sell the |
| ALL THAT piece, parce Borough of Berwick, County of bounded and described as follo | Columbia and State | , situate in the of Pennsylvania, |
| BEGINNING at a corner Creasy upon Grant Street; then and one-half (49½) feet to co Haas; thence by lot of said Hafeet to an alley; thence by sa (49½) feet to lot now or late said Creasy, One Hundred and the place of beginning. Being Grant Street. | ce along Grant Street erner of lot now or it ss, One Hundred and id alley, Forty-Nine of Paxton Creasy; it wenty-one (121) feet | et, forty-nine late of Charles twenty-one (121) e and one-half thence by lot of t to a corner, |
| | | |
| | | |
| Amount Due | \$ 12,209.64 | • |
| Interest from NOVEMBER 1, 1984 | \$ | |
| Total | \$ Plus | costs |
| as endo rsed. | Jami & | 3. Kline |
| Dated JUL 29 1986 | | mon Pleas Court of Penna. |
| (SEAL) | | Deputy . |

UNITED PENN BANK

PLAINTIFF,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

:

VS.

CIVIL ACTION - LAW

:

ROBERT L. HERRING and SANDRA M. HERRING, His Wife,

DEFENDANTS.

: NO. 845 of 1985

MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL PROPERTY

TO: ROBERT L. HERRING 343-345 Grant Street Berwick, PA 18603

been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the day of sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.

Franklin E. Kepner, Epquire Third and Pine Streets

Berwick, PA 18603

ALL THAT piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half (49½) feet to corner of lot now or late of Charles Haas; thence by lot of said Hass, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-Nine and one-half (49½) feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot #46 on the westerly side of Grant Street.

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

| UNITED PENN BANK , | IN THE COURT OF | COMMON PLEAS OF | |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--|
| PLAINTIFF | COLUMBIA COUNT | TY, PENNSYLVANIA | |
| | | Term 1986 E.D. | |
| vs | | Term 19 A.D. Term 19 85 J.D. | |
| ROBERT L. HERRING AND SANDRA | No | 1erm 19 0.5 | |
| M. HERRING, His Wife, | WRIT OF EXECUTION (MORTGAGE FORECLOSURE) | | |
| DEFENDANTS. | | | |
| Commonwealth of Pennsylvania: | | | |
| County of Columbia: | | | |
| TO THE SHERIFF OF COLUMBIA | COUNTY , PENN | SYLVANIA | |
| To satisfy the judgment, interest and cost in the following described property (specifically described p | | to levy upon and sell the | |
| Borough of Berwick, County of bounded and described as foll | ows, to-wit: er of lot now or late ence along Grant Street corner of lot now or lass, One Hundred and said alley, Forty-Nine te of Paxton Creasy; twenty-one (121) fee | of Pennsylvania, of Paxton et, forty-nine late of Charles twenty-one (121) e and one-half thence by lot of t to a corner, | |
| Amount Due Interest from NOVEMBER 1, 1984 Total as endorsed. Dated JUL 29 1986 (SEAL) | Jami B | | |

UNITED PENN BANK

PLAINTIFF,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH

:

VS.

CIVIL ACTION - LAW

1 . S. C. S. C.

ROBERT L. HERRING and SANDRA M. HERRING, His Wife,

DEFENDANTS.

: NO. 845 of 1985

: MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL PROPERTY

TO: SANDRA M. HERRING 343-345 Grant Street Berwick, PA 18603

The property to be sold is described on Exhibit "A" attached hereto.

Franklin E. Kepner, Esquire

Third and Pine Streets Berwick, PA 18603

ALL THAT piece, parcel and tract of land, situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner of lot now or late of Paxton Creasy upon Grant Street; thence along Grant Street, forty-nine and one-half $(49\frac{1}{2})$ feet to corner of lot now or late of Charles Haas; thence by lot of said Hass, One Hundred and twenty-one (121) feet to an alley; thence by said alley, Forty-Nine and one-half $(49\frac{1}{2})$ feet to lot now or late of Paxton Creasy; thence by lot of said Creasy, One Hundred and twenty-one (121) feet to a corner, the place of beginning. Being Lot #46 on the westerly side of Grant Street.

KEPNER & KEPNER

Attorneys at Law Third & Pine Streets • Berwick, PA 18603 (717) 752-2766

John Adler, Sheriff
Sheriff's Dept.
Columbia County Court House
Bloomsburg, PA 17815

DATE August 20, 1986

SUBJECT United Penn Bank vs. Herring No. 845-1985

Dear Mr. Adler:

Enclosed please find copies of the letters that I have forwarded to the Department of Public Welfare regarding the above-captioned matter.

Sincerely yours,

Franklin E. Kepner

FEK/6b Enclosures

the control of the second of the control of the con

HUNDING THE ROUTE BRAYNING TO WARD ENVIRONE & EWILDS

Kepner & Kepner
ATTORNEYS AT LAW
SRO & PINE STREETS
BERWICK, PENNSYLVANIA 18603

FRANKLIN E. KEPNER FRANKLIN E. KEPNER, JR.

752-2766

AREA CODE 717

August 19, 1986

Department of Public Welfare Columbia County Board of Assistance 116 E. Third Street Berwick, PA 18603 '

In Re: United Penn Bank vs.
Robert L. Herring and
Sandra M. Herring, His Wife
Mortgage Foreclosure

Dear Madam or Sir:

Please be advised that United Penn Bank has obtained a judgment by default aganist Robert L. Herring and Sandra M. Herring, His Wife, as a result of a Mortgage Foreclosure to No. 50 of 1986, E.D. A Writ of Execution has been issued out of the Court of Common Pleas of Columbia County Pennsylvania to expose to public sale premises located in the Borough of Berwick, Columbia County, Pennsylvania, known as 343 Grant Street, Berwick, Pennsylvania. The sale will be held on Thursday, September 25, 1986, at 10:00 A.M. in the Office of the Sheriff of Columbia County in the Columbia County Court House in Bloomsburg, Pennsylvania.

The lien of United Penn Bank is superior to your lien but I wanted to notify you of the action of United Penn Bank.

If you have any questions, please advise.

Sincepely your

Franklin E. Kepner

FEK/bb

Kepner & Kepner
ATTORNEYS AT LAW
SRD & PINE STREETS
BERWICK, PENNSYLVANIA 18603

FRANKLIN E. KEPNER FRANKLIN E. KEPNER, JR AREA CODE 717 752-2766

August 19, 1986

Department of Public Welfare 96 North Penn Avenue Wilkes-Barre, PA 18711

In Re: United Penn Bank vs.
Robert L. Herring and
Sandra M. Herring, His Wife
Mortgage Foreclosure

Dear Madam or Sir:

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Sincerely yours

Franklin E. Kepnér

FEK/bb

Kepner & Kepner
ATTORNEYS AT LAW
380 & PINE STREETS
BERWICK, PENNSYLVANIA 18603

FRANKLIN E. KEPNER FRANKLIN E. KEPNER, JR. AREA CODE 717 752-2766

August 19, 1986

Department of Public Welfare Columbia County Board of Assistance 7th & Center Streets Bloomsburg, PA 17815

In Re: United Penn Bank vs.
Robert L. Herring and
Sandra M. Herring, His Wife
Mortgage Foreclosure

Dear Madam or Sir:

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The lien of United Penn Bank is superior to your lien but I wanted to notify you of the action of United Penn Bank.

If you have any questions, please advise.

Sincerelly yours

Pranklin E. Kepner



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

LeRoy S. Zimmerman

August 4, 1986

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

Ms. Connie S. Breech Sheriff's Office Columbia County Courthouse P. O. Box 380 Bloomsburg, PA 17815

RE: Robert L. Herring and Sandra M. Herring

Dear Ms. Breech:

The computerized records of this office indicate no claim against Robert L. and Sandra M. Herring.

This does not necessarily mean that the Commonwealth does not have any such claim, but only that none has been referred to this office for action.

Very truly yours,

Thomas C. Zerbe, Jr. Collections Unit Office of Attorney General

OFFICE OF



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. 50 of 86

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

| POSTED A COPY OF THE SHERIFF'S |
|-------------------------------------------------------------------|
| SALE BILL ON THE PROPERTY OF ROBERT AND SANDRA HERRING |
| 343-345 GRANT ST. BERWICK, PA. |
| COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA |
| COUNTY DEPUTY SHERIFF CONNIE BREECH |
| SO ANSWERS: |
| Deputy Sheriff |
| FOR: |
| JOHN R. ADLER John R. Adler, Sheriff |

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

Tami B. Kline, Prothonotary Golumbia County, Pennsylvania