HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER
JOSEPH A. QUINN, JR.
ARTHUR L. PICCONE
MOREY M. MYERS
WILLIAM F. ANZALONE
DAVIO W. SABA
JOSEPH A. LACH
WILLIAM W. WARREN, JR.
HONALD V. SANTORA
THOMAS B. HELBIG
GERALD J. SHEKLETSKI
EUGENE D. SPERAZZA

GEORGE A. SPOMRER
RICHARD M. GOLDBERG
ANTHONY C. FALVELLO
JOSEPH P. MELLODY, JR
OONRAD A. FALVELLQ
NEIL L. CONWAY
RICHARD S. BISHOP
JOHN P. SANDERSON
JORDAN H. PECILE
BRIAN C. CORCORAN
JOHN D. NARDONE
JONATHAN M. KAPLAN
JONATHAN M. SPOMRER

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701

(717) 825-9401

November 7, 1986

RETIRED ANDREW HOURIGAN, JR.

OF COUNSEL

FALVELLO LAW OFFICE BUILDING
CONYNGHAM-DRUMS ROAD
BOX A 103
R.D.I SUGARLOAF, PA 18249
[717) 788-4191

600 PENN SECURITY BANK BUILDING SCRANTON, PA 18503 (717) 346-8414

Sheriff's Office Columbia County Courthouse P. O. Box 380 Bloomsburg, Pa. 17815

Attention: Connie Breech

Dear Connie:

Pursuant to our telephone conversation of this date, please be advised that June and Wallace Shotwell have cured the default of their mortgage with the United Penn Bank. At this time I would ask that you cancel the Sheriff's Sale which had been scheduled for November 20, 1986. Additionally, please be advised that the amount paid by the Shotwells to cure the default was \$4815.67.

If you require anything further on this matter, please do not hesitate to contact me.

Very truly yours,

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C.

Jonathan A. Spohrer

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Shetwell 19.374

OFFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 86X 38G 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

SHERIFF'S SALE REAL ESTATE OUTLINE

SHERIFF'S SALE REAL ESTATE OUTLIN	1E	٤.
	DATE SENT	DATE REC.
RECEIVE AND TIME STAMP	 	9-17-86 55
DOCKET AND INDEX_		9-122-36-54
SET FILE UP	ļ	9-12-86
CHECK FOR PROPER INFO		
3 writs of exec.	<u> </u>	5-17
3 copies of description 4 ##	<u> </u>	9-10
whereabouts of defendants 3		9-12
non-military affidavit	2	9-17
3 notices of sheriff's sale //		9-17
check for \$500.00		9-17-86
watchman release form /		9-17-86
TYPE PROPER INFORMATION ON DESCRIPTION	9-20	(-86 7-17-86-
SET SALE DATE AND ADV. DATES (POST ON CALENDER)		9-22-86
SET POSTING DATE /6 - 2 c - \$Z	<u></u>	9-22-86
FILL IN EXECUTION NO'S ON PAPERS	<u> </u>	7-22-86
SET DISTRIBUTION DATES: /Z -/ -8 C		9-22-56
file date within week of sale /1-2/-86	<u> </u>	<u> </u>
pay date after 10 days of filing /2 -/ - 🛠 😓	<u> </u>	9-27.
TYPE UP CARDS FOR PAPERS TO BE SERVED		9-22.
PUT PAPERS TOGETHER WITH CARDS TO BE SERVED		• 9-22
SERVE PAPERS		
notice of writ of execution	9-22-	
notice of sheriff's sale	9-22-	
	1	,

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	9-23-86
SEND COPY OF SERVICE TO ATTY	4-23
SEND DESCRIPTION TO PRINTER	1. 1. 1. 1. 2
SEND NOTICE TO PRESS FOR PUBLICATION	J. C. Kan
Adv. 3 weeks prior to sale, once a week Thursdays	
ONCE HANDBILLS ARE RECEIVED, SEND COPIES TO	:
Recorder of Deeds	9-26
Tax claim office	9-26 :
Prothpost on board	4-24
Tax assessment office	9-26
post in sheriff's office	9-26
front of lobby	#26
atty. office	9
send copy to defendant	
SEND NOTICES TO LOCAL TAX COLLECTORS (certified mail)	9-25-86
WATER AUTH. (certified mail)	9-25-86
SEWER (certified mail)	9-26-86
SEND COPIES TO IRS OFFICE IN PHILA.(cert. mail, include copy of writ along with description)	9-26-86
SEND COPIES TO PA. PERSONAL TAX AUTH.(cert. mail, include copy of writ along with description)	9-26-86
IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. (cert. mail, inclucopy of writ along with description)	
Heroc	9-26-86
· · · · · · · · · · · · · · · · · · ·	The state of the s

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 380 BLOOMSBURG, 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		
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.	· ·	_
FILE FOLDER		

lag 9/20/86. The

MAKE CHECKS PAYABLE TO BERWICK, PA. 120 R EAST 3RD ST. CONNIE C. EBERWICK BOROUGH GINGHER ç S CHO OL BERWICK AREA DESCRIPTION 20 * ASSESSMENT SCHOOL 3110107.00 DISTRICT WILL'S 326.11 07/01/86 332.77

0.3896

349.41

TUE, HOURS WED 9:00 TO THUR & **~**† DURING DISCOUNT ₽ 20 14 12:00 010 3 O Z

717-752-7442 ONLY

RECOMPT PAYMENT IS REQUESTED FOR YOUR CONVENIENCE THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED PENALT A T PROPERTY DESCRIPTION

PAG PAG

OCT 31

NOV 1

O COURT HIS TAX

HOUSE

RETURNED

JANUARY

23, 1987

PARCEL 239 ACCT NO. BUILDINGS L-49.5x90.75 E 8TH ST PART LOT 50 04-1-4-97 2,850

BERWICK*

O P

18603

239 E STH STREET

SHOTWELL

WALLACE

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L U Z II

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SCHOOL

13705

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 3,110

FR UG:6 G3M SUNDH MAKE CHECKS PAYABLE TO: PHONE TUE - THUR S BERWICK PA. CONNIE C. GIMGHER 20 R EAST 3RD ST. TAX NOTICES BERWICK FRI DURING DISCOUNT 12603 B0 8 0 U G H NON THE DISCOUNT & THE PENALTY TWP/BORO R. E OUNTY R.E. COLUMBIA DESCRIPTION VIV. DOD ASSESSMENT 3110 22.00 30.00 Z I

> 97.97 75.26

LAXES ARE DUE HELY WAS TOLOWING PAYMENT IS REQUESTED. SHOTWELL BIH STREET WALLACE 20 1026 HAVE BEEN COMPUTED FOR YOUR CONVENIENCE COUNTY PENALTY ACCT NO. 04.1-4-97 13705 10% A TPROPERTY DESCRIPTION TWP/BORO A PR 30 158.4 67.05 91.43 J.L.J.N.D.S.G. TO COURT THIS TAX 03/01/86 JANUARY 161.7 68.42 93.30 #9USE JUL YAID 23, 1987 SETURNE NCL PENALTY 173.23 03902

BUILDINGS

239

IJ

8503

239 E STH ST PART

LOT 50

Ø

L-49.5X90.75

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT.

TOTAL 3,110

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

Wallace E. Shotwell and June V. Shotwell

and find as follows:

See Photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 12th day of November A.D., 1986.

Benerly) Michael RECORDER

40 de 40 10

BETWEEN --WALLACE R. SHOTWELL and JUNE V. SHOTWELL, his wife, of the Borough of Berwick, County of Columbia and State of Pennsylvania, --

(hereinafter, whether one or more, with --their---- heirs, executors, administrators, ---- and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK of Wilkes Barre, Pennsylvania, (hereinafter, with its successors and assigns, called the Mortgagee) of the other part.

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 herein-described premises, payable to the Mortgagee, as its interest may appear, against loss by fire or other hazard as may be required by the Mortgagee in amounts and in company or companies satisfactory to said Mortgagee, and, Mortgagor hereby agrees that it 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 superior to the lien hereby created, which are assessed by any lawful authority, such payment to be made by the Mortgagor within six (6) months after such tax, assessment, or other charge shall have become due, and the official receipts therefore shall be promptly produced by the Mortgagor to the Mortgagee. In the event of a default in 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, and shall bear interest at the rate set forth above, per annum from the date of payment.

PROVIDED, HOWEVER, that if default be made at any time in the payment of the principal sum, or in any of the conditions, covenants and agreement herein; the whole principal debt or sum and all interest thereon, as well as an attorney's commission of 10% and costs of suit, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof shall, at the option of the Mortgagee become due and payable immediately, and the payment of all such sums may be enforced and recovered at once.

AND PROVIDED, further, and it is hereby 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 Mortgage to enter upon all the land, buildings and premises granted by this Mortgage, and to take possession of same and of the fixtures and equipment therein contained, to have, hold, manage, or lease to any person or persons, to 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 agrees that no lease will be executed or assigned for any part of the within described premises without the prior written permission of the Mortgagee, and that no portion of this Mortgage will be assumed by any party or the property covered by this Mortgage in any way encumbered without the prior written permission of the Mortgagee. The taking of possession of the mortgaged premises by the Mortgage 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 set forth herein by the Mortgagee.

This Mortgage and the 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 Mortgagor herein, and now due or to become due, or for any note or notes, writing or writings, contract or contracts given in exchange, substitution, extension or renewal thereof, and now or hereafter discounted, purchased, accepted, taken or used by the Mortgagee for the Mortgagor herein.

In the event that any installment due hereunder is received by Mortgagee more than fifteen (15) days after the date specified herein, Mortgagor hereby authorizes Mortgagee to assess a late payment charge of two (2%) percent of the overdue installment. Any late payment charge assessed shall be considered as an addition to the principal sum of this Mortgage, and Mortgagee is hereby authorized to apportion any installment payment in such manner as to pay or reduce said late payment charge before application of the installment to principal or interest otherwise due under the terms of this Mortgage.

NOW THIS INDENTURE WITNESSETH, That the said Mortgagor, as well for and in consideration of the aforesaid principal sum, 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 by 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, sold, released and confirmed, and by these presents doth grant, sell, release and confirm unto the said Mortgagee.

(Legal Description)

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- (1) BEGINNING at the northwest corner of Pine and 8th Streets; thence westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; thence northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; thence easterly along said lot 55 feet to Pine Street; thence southerly along said street 45 feet to the corner, the place of Eginning. Being the easterly part of Lot No. 113 in M. W. Jackson's Addition to Berwick.
- (2) BEGINNING at a corner on the northerly side of 8th Street 55 feet west of the westerly side of Pine Street, said being the southwesterly corner of land formerly of C. E. Harter; thence in a line parallel to Pine Street along the westerly line of land formerly of said C. E. Harter 45 feet to land formerly of Stanley W. Smith; thence in a westerly direction in a line parallel with 8th Streetalong the southerly line of land formerly of the said Stanley W. Smith 5 feet to the northeasterly corner of land formerly of John J. Duggan; thence in a line parallel with Pine Street along the easterly line of Land formerly of said John J. Duggan 45 feet to the northerly side of 8th Street; thence in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

BEING the same premises conveyed to the mortgagors herein by deed of Mary Abrams, Widow, dated March 1, 1972, and recorded in Columbia County Deed Book Volume 255 at Page 184 on March 3, 1972

-A N D-

ALL that certain piece or parcel of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to with

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BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; thence in a westerly direction along the northerly line of East 8th Street a distance of 49½ feet to the southeasterly corner of Lot No. 49; thence along said lot in a northerly direction a distance of 90½ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr.; thence in an easterly direction along said Sterner land a distance of 49½ feet to the westerly line of Chestnut Street; thence along said street in a southerly direction a distance of 90½ feet to East 8th Street, the place of beginning.

This description is intended to cover the southerly half of Lot No. $50\,_{\circ}$ of the General Plan of Berwick.

BEING the same premises conveyed to the mortgagors herein by deed of Russoll Keller, Widower, dated July 13, 1956, and recorded in Columbia County Deed Book Volume 180 at Page 260 on July 17, 1956.

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 whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever and thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

BUT PROVIDED, that if Mortgagor does pay or cause to be paid unto Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned for payment of the same, together with interest and all sums advanced for payment of any taxes, charges, claims or insurance premiums as aforesaid, without any fraud or further detay, 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 capital Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents the day and year first-above written.

Signed, sealed and delivered			
In the presence of:			
Tanela a deteorge	·	Wellace Statues	(SEAL)
·	•	June V. Slatue	el-
			(SEAL)
	1		(SEAL)
	(,) · · ·	•	
			(SEAL)

14 STATE OF PENNSYLVANIA : \$\$: COUNTY OF COLUMBIA On this, the day of ----July------ 19 78 before me. -- a notary public-----, the undersigned officer, personally appeared ---Wallace E. Shotwell and June V. Shotwell, his wife, ---- known to me (or satisfactorily proven) to be the person a whose name a 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 Commission Expires: 12/12/79. STATE OF PENNSYLVANIA SS: COUNTY OF On this, the , 19 day of , before me, , the undersigned officer, personally appeared , who acknowledged himself to be the of , a corporation, and that he as such , being authorized to do so. executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself - IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission Expires: The precise address of UNITED PENN BANK, the Mortgagee, is 18 West Market Street, Wilkes Barre, F Co1umbia
RECORDED in the Office for Recording of Deeds in and for knaecos County, in the State of Pennsylvania, in Mortgage

Anna Domini, 19 ⁷⁸

190

Book

WITNESS my hand and seal of Office this 1:43 p.m.

, Page 1040

5000 190 mm 1043

REAL ESTATE MORTGAGE

				MORTGAGEE: Thorp Consumer Discount Company
MORTGAGOR(S):	20046-9			301 MARKET STREET
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME	ADDRESS
SHOTWELL	WALLACE	E.	JUNE V	 BERWICK PENNSYLVANIA
1	ADDRESS		•	
801 PINE ST	REET, BERWICK, P	A18	603	

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

REAL ESTATE LOCATED AT:

801 PINE STREET 18603 BERWICK, PA

DEED BOOK: 190 PAGE NUMBER: 1044

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, nights, liberties and privileges, whatesoever thereunto belonging or in any wise appertaining and the reversions and remainders, all of which is referred hardnafter as the "premises".

TO HAVE AND TO HOLD the premises unto the Mortgages, its successors and essigns, 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 saized 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 prolite 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 thereby 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 (see, upon any indebtedness accured 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 thereinafter referred to as "Note").

, executed by Mortgagor and payable to the order of Mortgagoe, in the sum (Total of MARCH 12, 1982 148) of \$ 7 54000.00 dated Payments of \$ 7 and having the date of its final payment due on __MARCH_19, 1992

and having the date of its final payment due on MARCH 19, 1992.

or as extended, deferred or rescheduled by renewal or refinance; (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 Mortgage 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.

may no supported inercior.

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

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

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

THIRD; To the payment of the Total of Payments.

TO PROTECT THE SECURITY MEREOF, MORTGAGORISI COVENANTS AND AGREES: (i) to keep said premises insured against loss by fire and other hazards, canualty 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 lless expense of collections shall, at Mortgage's option, he applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgage will give immediate notice by mails to Mortgagee, who may make proof old loss if not made promptly by Mortgager, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, it is opposed to the Mortgagee, the official receipt showing payment of all such taxes and assessments, (ii) in the swent of default by Mortgagee, upon request of the Mortgagee, at its option, may set 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 ic) Payment of commit or suffer any waste or any use of said premises nectured by this Mortgage and shall be immediately due and payable by Mortgager 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 town this Mortgage and shall be immediately due and payable by Mortgage or 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 recretications of reco

above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence, if the said Mortgager 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 filled in any court to enforce any lien on, claim against or interest in the premises, than sill sums owing by the Mortgager to the Mortgager under this Mortgager or under the Note or Notes accured hereby shall immediately become due and payable without notice at the option of the Mortgager, on the application of the Mortgager, or assignee, or any other person who may be exitted to the monies due thereon. In such event the Mortgager 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 responsible attorney's fees, any amounts advanted pursuant to this mortgage, costs of suit, and costs of sale.

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P4-1302 Rev 8 78

Activings a tees and costs. (2) Whenever, by the terms of this instrument or of said Note, Mortgages or at any time thereafter, and no acceptance by Mortgages of payment existing and continuing or thereafter accruing. (4) By accepting payment of the continuing of the continuing of the continuing and the continuing	sistrators, auccessors, grantees, lessees and assigns of the parties hereto natrund as plural whore appropriate. lemmation proceeding. Mortgagee shall be entitled to all compensation, ess. prender possession of the premises to the Purchaser at foreclosure sale ously been surrendered by Mortgagor.
Signed, scaled and delivered in the presence of:	19 82 .
Sand 16 1CCV.	Walter C. Shrell (SEAL)
DAVID R. KELLY Witness	WADLACE E. SHOTWELL
Ed Diffith	UNE V. SHOTWELL
ED GRIFFITHS	(SEAL)
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF	(35AL)
COLUMBIA On this 12thday of NARCH	(SEAL)
1982 . before me, a Notory Public,	
wallace E. SHOTWELL	COMMONWEALTH OF PENNSYLVANIA, COUNTY OF
JUNE V. SHOTWELL known to me to be the personial whose nametal are subscribed to the within instrument and	COLUMBIA .ss
acknowledged that they executed the same for the purposes therein contained.	CERTIFICATE OF RESIDENCE
1117 200	· Swid RKCles, man
TO WITKERSONIEREOF: I hereunto set my hand and official seed.	of Thorp Consumer Discount Company, the Morgagee, hereby certify that the precise residence of Mortgagee is
SMY Opminission Robber 18-10-00	301 MARKET STREET
A PARTY PRINT, PANCARRY PRINTE	BERNICK, PA 18603
PANER ATTECHNO OF APPENDE	
COMMONWEALTH OF PENNSYLVANIA	Witness my hand this day of
COUNTY OF COLUMBIA 10:19 a.m.	19 day of
	Agent of Mortgages
Recorded on this 24th day of March,	A.D. 19 82 , in the Recorder's Office of the said County,
in Mortgage Book, Vol. 208 . page 500 .	- Country,
Given under my hand and the seal of the said office the day and yes	——— · ——— ·
Q.	
Nuru	ly William Becorder
This instrument was drafted by THORP CONS. DISC. CO	5 m om
	<u> </u>
Business Address: 201 Warren ampan -	
Business Address: 301 MARKET STREET, P "Name and address of each mortgagor and witness is required."	103
*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 alguature of such person.
*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 alguature of such person.
*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 aignature of such person. Recorded BERWICK, BERWICK, D
*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 alguature of such person. Recorded Recorded Purple V. SI DIII
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten PROPERTY AT: PAT: PAT	immediately beneath the alguature of such person. Recorded Recorded Pine v. Si Diff
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten PROPERTY AT: PAT: PAT	Recorded
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten PROPERTY AT: BERWICK, PA AT: BERWICK, PA AT: BERWICK, PA BERWICK, PA AT: BERWICK, PA BERWIC	Recorded
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten *Remuick PA 18603 *Remuick PA 18603 *BERNICK BERNICK BE	Recorded CO. Re
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten PROPERTY AT: PAT: PAT	Immediately beneath the aignature of such person. Pale Pale Pale Pale Pale Pale Pale Pale
*Name and address of each mortgagor and witness is required. *Names of each mortgagor and witness and of notary must be typewritten *Remuick PA 18603 *Remuick PA 18603 *BERNICK BERNICK BE	Recorded

JOHN R. ADLER



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

РНОМЕ: 717-784-1991

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

NO. 63 of 86

WRIT OF EXECUTION

SERVICE ON WALLACE E. SHO	TWELL
ON 9/22/86 AT 1420hrs attested copy of the within Writ of Execut of the Notice of Sheriff's Sale of Real Es defendant, WALLACE E. SHOTWELL	, a true and tion and a true copy state was served on the _at_239_EAST_EIGHTH_ST
BERWICK, PA.	by handing a copy to him
PERSONALLY Service was made by personally handing sai Notice of Sheriff's Sale of Real Estate to	id Writ of Execution and the defendant.
	So Answers!
	Deputy Sheriff
	For:
	JOHN R. ADLER John R. Adler, Sheriff

Sworn and subscribed before me this 22 day of Nept 986

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

JOHN R. ADLER



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

FHONE: 717-784-1991

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

NO. 63 of 86

WRIT OF EXECUTION

ON 9/22/86 AT 1425hrs attested copy of the within Writ of Execu of the Notice of Shcriff's Sale of Real I defendant, JUNE V. SLOTWELL	, a true and atrue copy Estate was served on the at 8TH AND PINE STREET
C/O STEVENS MARKET BERWICK, PA.	by HANDING A COPY TO HER
DAUGHTER CINDY BROWN Service was made by personally handing so Notice of Sheriff's Sale of Real Estate of	aid Writ of Execution and to the defendant.
	So AnswersŸ
	Deputy Sheriff
	For:
	JOHN R. ADLER John R. Adler, Sheriff

JUNE V. SHOTWELL

SERVICE ON

Sworn and subscribed before me this 22nd day of Viol

Columbia County, Pennsylvania

Kline, Prothonotary

LIEN CERTIFICATE

Date	9/29	9/86			
	tax lis	s is to certify liens in the T ted below, as o as follows:	that according to ax Claim Bureau agof December 31, 19	our records, ainst the property in Berwin	the perty ck Borough
Owner or	Rep	uted Owner:	Shotwell, June V. &	Wallace E.	·. ·
Former Ow	mer	• · · · · · · · · · · · · · · · · · · ·			
Parcel No	·	04.1	L-4-77Dee	d & Page 255-	L84
Descripti	on	801 Pine	St., Berwick, Pa.		
YEAR	-	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985		53.25	82.09	277.38	412 72
				·	
· · · · · · · · · · · · · · · · · · ·				TCB FEE	10.00
		•		TOTAL	.422.72
	The	above figures	represent the amou December	nts due durin	g the
Desugato		zwini Tohn Adlam	- Charite		
	<u>a</u> by	7: Sonn Adler	, Sheriff		
Fee	• ·	•			
\$5.0	U		COLUMBIA	COLUMN MAY C	י איר מודר האיר איר איר
			COLUMBIA	A TOTAL PARTY OF A TOTAL A TOT	TATES BURNAL

DOLUMBIA COUNTY TAX CLAIM BORRAC

Director

LIEN CERTIFICATE

Date	9	/29/86				
	tax lis	: liens in the '	y that according Tax Claim Bureau of December 31,	ı ag	ainst the pro	perty
Owner or	Rep	uted Owner: S	hotwell, June V.	& V	Vallace	
Former O	wner	· • · · · · · · · · · · · · · · · · · ·				
•						·
Descript	ion	239 E. 8th	St., Berwick			
YEAR	· · .	COUNTY	TAX DISTRICT		SCHOOL	TOTAL
1985		64.94	100.11		338.31	503.36
				.~		
					TCB FEE	10.00
			-		TATOT.	513.36
The above figures represent the amounts due during the month of						
					•	
Requested by: John Adler, Sheriff						
Fee					•	
#5. c						

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P. G. 80X 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

Scatomber 32, 1936

Press-Enterprise, Inc. Brokawanna Avenua Bloomsburg, PA 17815

Attention: Sue Shotwoll

Centlemen:

Enclosed is a copy of the Cheriff's Sale Notice for the United D. Chotwell property.

Pleace see that this is run in the October 30, 1968, November 6 & Movember 13, 1986, editions of the Press-Enterprise.

If you have any questions, places call this office.

Very typuly folyn:

J. H. Dont, Deputy Sheriff

JHD/sl

Pinc.

JOHN R. ADLER



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

PHONE: 717-784-1991

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

NO. 63 of 86

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

John R. Adler, Sheriff

POSTING OF PROPERTY

10/20/86 at 1030hrs	POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROP	ERTY OF WALLACE E. & JUNE V. SHOTWELL
801 PINE ST. & 239 E.	8TH STREET, BERWICK, PA.
COLUMBIA COUNTY, PENN	SYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF	CONNIE BREECH
	SO ANSWERS:
	Conni Breech Deputy Sheriff
	FOR:
	JOHN R. ADLER

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

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



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

LeRoy S. Zimmerman

October 1, 1986

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

Mr. J. H. Dent Deputy Sheriff Columbia County Courthouse P. O. Box 380 Bloomsburg, PA 17815

Dear Deputy Dent;

While the records of the Collections Unit, Finance Section, Office of Attorney General, show no claim against Wallace E. Shotwell, and no open case against June V. Shotwell, I find the Department of Revenue has a claim of \$763.56 against June V. Shotwell, for employer withholding tax.

Very truly yours,

Thomas C. Zerbe, J. Deputy Attorney General

Collections Unit

JOHN R. ADLER



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

PHONE; 717-784-1991

September 26, 1986

Keystone Water Co. P. O. Box 313 Milton, PA 17847

Gentlemen:

Enclosed is a copy of the Writ & Description of the Sheriff's Sale to be held on November 20, 1986.

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

If you have any questions, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

JHD/sl

Enc.

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

Thorpe Consumer Discount Co. 695 Kidder Street Wilkes-Barre, PA

Gentlemen:

Enclosed is a copy of the Writ & Sheriff's Sale Notice to be held on the date indicated.

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

If you have any questions about this sale, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

Enclosures - 2

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

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

Dear Sir:

Enclosed is a copy of the Writ & Sheriff's Sale Notice to be held on the date indicated.

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

If you have any questions about this sale, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

JHD/sl

Enc. -2

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. 80X 38D BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

September 22, 1986

Mrs. Connie Gingher Midtown Plaza 120 R. E. Third Street Berwick, PA

Dear Connie:

Enclosed is a copy of the Writ & Description of the Sheriff's Sale to be held on November 20, 1986.

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

If you have any questions, please contact this office.

Very truly yours, ...

J. H. Dent, Deputy Sheriff

JHD/sl

Enc.

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

Mr. Chris Klinger Borough of Berwick 344 Market Street Berwick, PA 18603

Dear Sir:

Enclosed is a copy of the Writ & Descriptoon of the Sheriff's Sale to be held on November 20, 1986.

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

If you have any questions, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

UHD/sl

Enc.

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

Internal Revenue Service Special Procedure Staff P. O. Box 12050 Philadelphia, Pa. 17120

Attention: Mr. Michael Harkins

Gentlemen:

Enclosed is a copy of the Writ & Sheriff's Sale Notice to be held on the date indicated.

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

If you have any questions about this sale, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

JHD/sl

Enc. -2

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

Herco, Inc. 300 Park Blvd. Hershey, PA.

Gentlemen:

Enclosed is a copy of the Writ & Description of the Sheriff's Sale to be held on November 20, 1986.

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

If you have any questions, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

JHD/sl

Enc.

JOHN R. ADLER



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

PHONE: 717-784-1991

September 22, 1986

Commonwealth of Pa.
Dept. of Labor & Industry
Unemployment Compensation Fund
Harrisburg, PA

Gentlemen:

Enclosed is a copy of the Writ & Description of the Sheriff's Sale to be held on November 20, 1985.

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

If you have any questions, please contact this office.

Very truly yours,

J. H. Dent, Deputy Sheriff

JHD/sl

Enc.

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

UNITED PENN BANK	IN THE COURT OF COMMON XIXXZERING COUNTY, PENNS	
vs. WALLACE E. SHOTWELL and		_Term 19 ⁸⁶ _J.D. _Term 19 <i>86</i> _E.D.
JUNE V. SHOTWELL, his wife.	WRIT OF EXECUTION (MORTGAGE FORECLOS	
Commonwealth of Pennsylvania:		
County of LXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
TO THE SHERIFF OFColumbia	COUNTY, PENNSYLVANIA:	
To satisfy the judgment, interest and costs in the abordescribed property (specifically described property below):		nd sell the following
See Exhibit "A"		
Amount Due	44,992.63	
Interest from to 9/10/86 Atty. Com. (10%) TOTAL	\$ 2,265.62 4,725.82 \$ 51,984.07 Plus costs and in	terest
as endorsed.	Prothonotory Court of Common	Pleas of
Dated September /7, 1986	Prothonotary, Court of Common Luzerne County, Pennsylvania	rieds Oi
(SEAL)	By: Helen K Len	Deputy

SHERIFF'S SALE DESCRIPTION

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- 1. BEGINNING at the northwest corner of Pine and 8th Streets; THENCE westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; THENCE northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; THENCE easterly along said lot 55 feet to Pine Street; THENCE southerly along said street 45 feet to the corner, the place of beginning. BEING the easterly part of Lot No. 113 in the M. W. Jackson's Addition to Berwick.
- 2. BEGINNING at a corner on the northerly side of 8th Street 55 feet west of the westerly side of Pine Street, said being the southwesterly corner of land formerly of C. E. Harter; THENCE in a line parallel to Pine Street along the westerly line of land formerly of said C. E. Harter 45 feet to land formerly of Stanley W. Smith; THENCE in a westerly direction in a line parallel with 8th Street along the southerly line of land formerly of the said Stanley W. Smith 5 feet to the northeasterly corner of land formerly of John J. Duggan; THENCE in a line parallel with Pine Street along the easterly line of land formerly of said John J. Duggan 45 feet to the northerly side of 8th Street; THENCE in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

BEING the same premises conveyed to the mortgagors herein by deed of Mary Abrams, Widow, dated March 1, 1972, and recorded in Columbia County Deed Book Volume 255 at Page 184 on March 3, 1972, and

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

BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; THENCE in a westerly direction along the northerly line of East 8th Street a distance of $49\frac{1}{2}$ feet to the southeasterly corner of Lot No. 49; THENCE along said lot in a northerly direction a distance of $90\frac{1}{2}$ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr.; THENCE is an easterly direction along said Sterner land a distance of $49\frac{1}{2}$ feet to the westerly line of Chestnut Street; THENCE along said street in a southerly direction a distance of $90\frac{1}{2}$ feet to East 8th Street, the place of beginning.

This description is intended to cover the southerly half of Lot No. 50 of the General Plan of Berwick.

BEING the same premises conveyed to the mortgagors herein by deed of Russell Keller, Widower, dated July 13, 1956, and recorded in Columbia County Deed Book Volume 180 at page 260 on July 17, 1956.

KNOWN AS 801 Pine Street, Berwick, Pa. IMPROVED with two story single frame dwelling PARCEL NO. 04.1-4-77

KNOWN as 239 East 8th Street, Berwick, Pa. IMPROVED with two story single frame dwelling, including garage PARCEL NO. 04.1-4.97

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 no 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 Wallace E. Shotwell and June V. Shotwell. Judgment filed to 261 of 1986.

Writ issued September 1986.

Said premises to be sold by the Sheriff of Columbia County.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

SHERIFF'S SALE DESCRIPTION

By virtue of Writ of Execution No of 1986, issued out of the
Court of Common Pleas of Luzerne County, to me directed I will expose at public
sale, by vendue or outcry, to the best and highest bidder for cash (subject to
payment of unpaid taxes for the current year) at the Courthouse in Bloomsburg,
County of Columbia and Commonwealth of Pennsylvania, on
at 9:30 o'clock a.m. in the forenoon of said day, all the
right, title, and interest of the described lot, piece or parcel of land:

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- 1. BEGINNING at the northwest corner of Pine and 8th Streets; THENCE westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; THENCE northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; THENCE easterly along said lot 55 feet to Pine Street; THENCE southerly along said street 45 feet to the corner, the place of beginning. BEING the easterly part of Lot No. 113 in the M. W. Jackson's Addition to Berwick.
- 2. BEGINNING at a corner on the northerly side of 8th Street 55 feet west of the westerly side of Pine Street, said being the southwesterly corner of land formerly of C. E. Harter; THENCE in a line parallel to Pine Street along the westerly line of land formerly of said C. E. Harter 45 feet to land formerly of Stanley W. Smith; THENCE in a westerly direction in a line parallel with 8th Street along the southerly line of land formerly of the said Stanley W. Smith 5 feet to the northeasterly corner of land formerly of John J. Duggan; THENCE in a line parallel with Pine Street along the easterly line of land formerly of said John J. Duggan 45 feet to the northerly side of 8th Street; THENCE in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

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

BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; THENCE in a westerly direction along the northerly line of East 8th Street a distance of 49½ feet to the southeasterly corner of Lot No. 49; THENCE along said lot in a northerly direction a distance of 90½ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr.; THENCE is an easterly direction along said Sterner land a distance of 49½ feet to the westerly line of Chestnut Street; THENCE along said street in a southerly direction a distance of 90½ feet to East 8th Street, the place of beginning.

This description is intended to cover the southerly half of Lot No. 50 of the General Plan of Berwick.

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KNOWN AS 801 Pine Street, Berwick, Pa. IMPROVED with two story single frame dwelling PARCEL NO. 04.1-4-77

KNOWN as 239 East 8th Street, Berwick, Pa. IMPROVED with two story single frame dwelling, including garage PARCEL NO. 04.1-4.97

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 no 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 Wallace E. Shotwell and June V. Shotwell. Judgment filed to 261 of 1986.

Writ issued

Said premises to be sold by the Sheriff of Columbia County.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

SHERIFF'S SALE DESCRIPTION

By virtue of Writ of Execution No. 63 of 1986, issued out of the
Court of Common Pleas of Luzerne County, to me directed I will expose at public
sale, by vendue or outcry, to the best and highest bidder for cash (subject to
payment of unpaid taxes for the current year) at the Courthouse in Bloomsburg,
County of Columbia and Commonwealth of Pennsylvania, on
at 9:30 o'clock a.m. in the forenoon of said day, all the
right, title, and interest of the described lot, piece or parcel of land:

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- 1. BEGINNING at the northwest corner of Pine and 8th Streets; THENCE westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; THENCE northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; THENCE easterly along said lot 55 feet to Pine Street; THENCE southerly along said street 45 feet to the corner, the place of beginning. BEING the easterly part of Lot No. 113 in the M. W. Jackson's Addition to Berwick.
- 2. BEGINNING at a corner on the northerly side of 8th Street 55 feet west of the westerly side of Pine Street, said being the southwesterly corner of land formerly of C. E. Harter; THENCE in a line parallel to Pine Street along the westerly line of land formerly of said C. E. Harter 45 feet to land formerly of Stanley W. Smith; THENCE in a westerly direction in a line parallel with 8th Street along the southerly line of land formerly of the said Stanley W. Smith 5 feet to the northeasterly corner of land formerly of John J. Duggan; THENCE in a line parallel with Pine Street along the easterly line of land formerly of said John J. Duggan 45 feet to the northerly side of 8th Street; THENCE in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

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BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; THENCE in a westerly direction along the northerly line of East 8th Street a distance of 49½ feet to the southeasterly corner of Lot No. 49; THENCE along said lot in a northerly direction a distance of 90½ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr.; THENCE is an easterly direction along said Sterner land a distance of 49½ feet to the westerly line of Chestnut Street; THENCE along said street in a southerly direction a distance of 90½ feet to East 8th Street, the place of beginning.

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KNOWN AS 801 Pine Street, Berwick, Pa. IMPROVED with two story single frame dwelling PARCEL NO. 04.1-4-77

KNOWN as 239 East 8th Street, Berwick, Pa. IMPROVED with two story single frame dwelling, including garage PARCEL NO. 04.1-4.97

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 no 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 Wallace E. Shotwell and June V. Shotwell. Judgment filed to 261 of 1986.

Writ issued

Said premises to be sold by the Sheriff of Columbia County.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

HOURIGAN, KLUGER, SPOHRER & QUINN A PROFESSIONAL CORPORATION

By: JONATHAN A. SPOHRER, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 43894

LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 18701 (717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY

Plaintiff

vs.

CIVIL ACTION - LAW IN MORTGAGE FORECLOSURE

WALLACE E. SHOTWELL and JUNE V. SHOTWELL, his wife,

Defendants

NO. 261 of 1986

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Wallace E. Shotwell and June V. Shotwell 239 East Eighth Street Berwick, Pennsylvania 18603

Defendants herein and owners of the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of

Execution issued under the above-captioned judgment, directed to the Sheriff

of Luzerne County, there will be exposed to public sale, by vendue or outcry

to the highest and best bidders, for cash (subject to the payment of unpaid taxes

for the curr	ent year) at the	courthouse in th	he City of Bloomsburg,	
County of	Columbia	and State	of Pennsylvania, on Arrente	<u>. 4</u>
1984	at/0:30 o'clo	ck a.m., in the f	forenoon of the said day, all yo	our
right, title	e and interest in	and to all that	certain piece, parcel or tract	of
land situate	in the Borough	of Berwick	, County of <u>Columbia</u>	
and State of	Pennsylvania, t	he same more par	ticularly described in Exhibit	"A"
attached her	ceto and incorpor	ated herein.		

NOTICE OF OWNER'S RIGHTS YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

- 1. The sale will be cancelled if you pay to United Penn Bank (the amount of the judgment plus costs) (the back payments, late charges, costs and reasonable attorneys' fees due). To find out how much you must pay, you may call: 829-2609
- 2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
 - 3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale.

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.

- l. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 826-2609
- You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

- 3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 823-1651 .
- 4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
- 5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
- 6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days after the sale, in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days thereafter.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

IN MORTGAGE FORECLOSURE

WALLACE E. SHOTWELL and JUNE V. SHOTWELL, his wife,

Defendants

NO. 261 of 1986

WRIT OF EXECUTION NOTICE

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

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

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC.

410 Bicentennial Building
15 Public Square
Wilkes-Barre, Pa. 18710 or
Phone: (717) 825-8567

21 North Church Street Hazleton, Pa. 18201 Phone: (717) 455-9511

PENNSYLVANIA LAWYER REFERRAL SERVICE

Post Office Box 1086 100 South Street Harrisburg, Pa. 17108 (Penna. Residents Phone: 1-800-692-7375); Out of State Residents Phone: 1-717-238-6715).

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

UNITED PENN BANK	COMMON PLEAS OF Y, PENNSYLVANIA		
vs.	No. <u>261</u>	Term 19 <u>86</u> J.D.	
WALLACE E. SHOTWELL and	No63	Term 19 <u>86</u> E.D.	
JUNE V. SHOTWELL, his wife,	WRIT OF EX (MORTGAGE FO	(ECUTION RECLOSURE)	
Commonwealth of Pennsylvania:			
County of EXERCISE COLUMBIA			
TO THE SHERIFF OFColumbia	COUNTY, PENNSYLVANIA:		
To satisfy the judgment, interest and costs in the described property (specifically described property be See Exhibit "A"	e above matter you are directed to levy low):	upon and sell the following	
Amount Due Interest from to 9/10/86 Atty, Com. (10%) TOTAL	\$ 44,992.63 \$ 2,265.62 4,725.82 \$ 51,984.07 Plus costs as	nd interest	
as endorsed.			
Dated September /7, 1986	Prothonotary, Court of Con Luzerne County, Pennsylva	nmon Pleas of	
(SEAL)	By: Kelen K.	Deputy	

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- (1) BEGINNING at the northwest corner of Pine and 8th Streets; thence westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; thence northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; thence easterly along said lot 55 feet to Pine Street; thence southerly along said street 45 feet to the corner, the place of beginning. Being the easterly part of Lot No. 113 in M. W. Jackson's Addition to Berwick.
- of the westerly side of Pine Street, said being the southwesterly corner of land formerly of C. E. Harter; thence in a line parallel to Pine Street land formerly of Stanley W. Smith; thence in a westerly direction in a line parallel with 8th Streetalong the southerly line of land formerly of the said Stanley W. Smith; thence in a westerly direction in a line said Stanley W. Smith 5 feet to the northeasterly corner of land formerly of John J. Duggan; thence in a line parallel with Pine Street along the easterly line of land formerly of said John J. Duggan 45 feet to the northerly side of 8th Street; thence in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

BEING the same premises conveyed to the mortgagors herein by deed of Mary Abrams, Widow, dated March 1, 1972, and recorded in Columbia County Deed Book Volume 255 at Page 184 on March 3, 1972

-A N D-

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

BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; thence in a westerly direction along the northerly line of East 8th Street a distance of 49½ feet to the southeasterly corner of Lot No. 49; thence along said lot in a northerly direction a distance of 90½ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr.; thence in an easterly direction along said Sterner land a distance of 49½ feet to the westerly line of Chestnut Street; thence along said street in a southerly direction a distance of 90½ feet to East 8th Street, the place of beginning.

This description is intended to cover the southerly half of Lot N_0 . 50_{\circ} of the General Plan of Berwick.

BEING the same premises conveyed to the mortgagors herein by deed of Russell Keller, Widower, dated July 13, 1956, and recorded in Columbia County Deed Book Volume 180 at Page 260 on July 17, 1956.

KNOWN AS 801 Pine Street, Berwick, Pa. IMPROVED with two story single frame dwelling PARCEL NO. 04.1-4-77

KNOWN AS 239 East 8th Street, Berwick, Pa. IMPROVED with two story single frame dwelling, including garage PARCEL NO. 04.1-4-97

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 1870† (717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

Vs.

:

:

IN MORTGAGE FORECLOSURE

WALLACE E. SHOTWELL and JUNE V. SHOTWELL, his wife,

Defendants

NO. 261 of 1986

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF LUZERNE

as follows:

R. G. Rohrbach, Jr., Assistant Vice President, being duly sworn according to law, deposes and states that to the best of his knowledge, information and belief, the last known address of the above-captioned Defendant is

239 East Eighth Street Berwick, Penna. 18603

If the Defendants cannot be found at the above address, then Plaintiff believes and therefore avers that the Defendant is either deceased or their whereabouts are unknown.

R. G. Rohrbach, Jr.

Assistant Vice President

Sworn to and subscribed

before me this

of September, 1986.

Notary Public
BERNADINE JASTREM Notary Public

Plains Township, Luzurne County, Pa. My Commission Expires May 30, 1989

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 18701 (717) 825-9401

UNITED PENN BANK.

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

•

IN MORTGAGE FORECLOSURE

WALLACE E. SHOTWELL and JUNE V. SHOTWELL, his wife,

Defendants

NO. 261 of 1986

AFFIDAVIT PURSUANT TO RULE 3129

United Penn Bank, Plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located in the Borough of Berwick, as more particularly described in Exhibit "A" attached hereto.

1. Name and address of Owner:

Wallace E. Shotwell and June V. Shotwell 239 East Eighth Street Berwick, Penna. 18603 2. Name and address of Defendants in the judgment:

Wallace E. Shotwell and June V. Shotwell 239 East Eighth Street Berwick, Penna. 18603

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

United Penn Bank 8-18 West Market Street Wilkes-Barre, Pa. 18701 Judgment No. 261 of 1986 Amount:

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

United Penn Bank 8-18 West Market St. Wilkes-Barre, Pa. Amount: \$57,000.00 Dated: 7/27/78 Recorded:7/27/78 Mtg. Book 190, Page 1040 Thorpe Consumer Discount Co. 695 Kidder Street
Wilkes-Barre, Pa.
Amount: \$54,000.00
Dated: 3/12/82
Recorded: 3/24/82
Mtg. Book 208, Page 500

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

Columbia County Tax Claim Bureau Columbia County Courthouse 1983, 1984 and 1985 real estate taxes Borough of Berwick Municipal Lien Dated: 1/21/82 No. 4 of 1982

Herco, Inc. 300 Park Blvd. Hershey, Pa. No. 272 of 1982

Commonwealth of Pa.
Department of Labor & Industry
Unemployment Comp. Fund
No. 418 of 1983
No. 723 of 1984

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

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. $\frac{s}{s}$ 4904 relating to unsworn falsification to authorities.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. Attorney sof Plaintiff

Dated: 9/15/86

By: Jonathan A. Spohrer

ALL those two certain lots, pieces or parcels of land lying and being situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

- (1) BEGINNING at the northwest corner of Pine and 8th Streets; thence westerly along 8th Street 55 feet to corner of land late of M. L. Jarrard; thence northerly along said land parallel with Pine Street 45 feet to the southerly line of Lot No. 114; thence easterly along said lot 55 feet to Pine Street; thence southerly along said street 45 feet to the corner, the place of beginning. Being the easterly part of Lot No. 113 in M. W. Jackson's Addition to Berwick.
- (2) BEGINNING at a corner on the northerly side of 8th Street 55 feet west of the westerly side of Pine Street, said being the southwesterly corner along the westerly line of Land formerly of said C. E. Harter 45 feet to Land formerly of Stanley W. Smith; thence in a westerly direction in a line parallel with 8th Streetalong the southerly line of Land formerly of the said Stanley W. Smith 5 feet to the northeasterly corner of Land formerly of John J. Duggan; thence in a line parallel with Pine Street along the northerly side of 8th Street; thence in an easterly direction along the northerly side of 8th Street; thence in an easterly direction along the northerly side of 8th Street 5 feet to the place of beginning.

BEING the same premises conveyed to the mortgagors herein by deed of Mary Abrams, Widow, dated March 1, 1972, and recorded in Columbia County Deed Book Volume 255 at Page 184 on March 3, 1972

-A N D-

ALL that certain piece or parcel of land lying and being situate in the 3 orough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the northwesterly corner of East 8th Street and Chestnut Street; thence in a westerly direction along the northerly line of East 8th Street a distance of 49½ feet to the southeasterly corner of Lot No. 49; thence along said lot in a northerly direction a distance of 90½ feet to the southwesterly corner of land, now or late of James C. Sterner, Jr., thence in an easterly direction along said Sterner land a distance of 49½ feet to the westerly line of Chestnut Street; thence along said street in a southerly direction a distance of 90½ feet to East 8th Street, the place of beginning.

This description is intended to cover the southerly half of Lot No. 50 of the General Plan of Berwick.

BEING the same premises conveyed to the mortgagors herein by deed of Russell Keller, Widower, dated July 13, 1956, and recorded in Columbia County Deed Book Volume 180 at Page 260 on July 17, 1956.

KNOWN AS 801 Pine Street, Berwick, Pa. IMPROVED with two story single frame dwelling PARCEL NO. 04.1-4-77

KNOWN AS 239 East 8th Street, Berwick, Pa. IMPROVED with two story single frame dwelling, including garage PARCEL NO. 04.1-4-97

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

SS.

COUNTY OF LUZERNE :
R. G. Rohrbach, Jr. Asst. Vice President , being duly sworn
according to law, does depose and say that he did, upon request of UNITED PENN
BANK investigate the status of Wallace E. Shotwell and June V. Shotwell ,
with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he
made such investigation personally; and your affiant avers that Wallace E. Shotwell
and June V. Shotwell xix/are not now, nor xxxx/were xxx/they,
within a period of three (3) months last, in the military or naval service of
the United States within the purview of the aforesaid Soldiers' and Sailors'
Relief Act of 1940.
Ry Khla Cf
R. G. Rohrbach, Jr. Assistant Vice President

Sworn to and subscribed

before me this ${\it 16}$ day

of September 1986.

COMMONWEALTH OF PENNSYLVANIA :

Notary Public
BERNADINE JASTREM. Notary Public
Plains Township. Luzerne County, Pa.
My Commission Expires May 30, 1989

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

COMMONWEAL	TH OF	PENNSYLVANIA	:	
COUNTY OF	T 117 FON	JE.		SS.

R. G. Rohrbach, Jr. Asst. Vice President , being duly sworn according to law, does depose and say that he did, upon request of UNITED PENN BANK investigate the status of Wallace E. Shotwell and June V. Shotwell , with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally; and your affiant avers that Wallace E. Shotwell and June V. Shotwell Act of 1940; and that he made such investigation personally; and your affiant avers that wallace E. Shotwell and June V. Shotwell Act of 1940, months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

R. G. Rohrbach, Jr. Assistant Vice President

Sworn to and subscribed

before me this 1/- day

of September 1986

BERNADINE JASTREM. Notary Public Plains Township. Luzerne County, Pa.

My Commission Expires May 30, 1989

UNI	TED PENN BANK					
	PLAIN		No26	51		Term 19 <u>8</u> 6
	v.s.					
WALI	LACE E. SHOTWELL and					
	E V. SHOTWELL, his wife					
	DEFEN	NDANTS				
To:	TOR B. VANDLING	She	eriff			
Seize, levy,	advertise and sell all the p	personal propert	y of the d	efendant on	the premi	ses located at
	•		•			
	advertise and sell all righ	t, title and inte		e defendant	in the follo	
which vehicle	e may be located at					
You are here	eby released from all respo	nsibility in not	placing w	atchman or	insurance	on personal
property levie	ed on by virtue of this writ.	Plaintiff gua	rantees toy	ving and sto	rage charg	es.
		_	~	Atom 6	Joan	de Cons
		r		a .	Aftorney i	for Plaintiff

Jonathan A. Spohrer

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

CASHIER'S CHECK

1422851

60-57 313 DATE September 16, 1986

Sheriff of Columbia County***

PAY TO THE ORDER OF

Wallace Shorwell

WITE ANK TWO O GOIS O O CUS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW Merre muserice grander. United Penn Bank

#14 2 2 B 5 1 1 1 1 C O S 1 3 G O S 7 5 E

100 583 2m