

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

FEBRUARY 27, 1987

JONATHAN A. SPOHRER, ESQ.  
SUITE 700  
UNITED PENN BANK BLDG.  
WILKES-BARRE, PA. 18701

Dear Atty. Spohrer;

Enclosed are two refund checks in the amount of \$158.23 and \$139.08. They are pursuant to your letter instructing us to stop the action against United Penn Bank vs The Pearson's No. 82 of 86 and 83 of 86 E.D. If you have any questions concerning the costs on the cases please feel free to contact our office.  
Thank You.

CSB  
Enc.2

Sincerely,

Connie Breech, Deputy

# REGISTER and RECORDER of COLUMBIA COUNTY

BLOOMSBURG, PENNSYLVANIA 17815

717-784-1991 Ext. 220

DATE 2-27- 1987

ESTATE OF \_\_\_\_\_

GRANTEE/MORTGAGEE \_\_\_\_\_

RECEIVED OF Adler

DOCKET/DOCUMENT No. \_\_\_\_\_

DESCRIPTION	AMOUNT	
Deed		
Mortgage/Satisfaction		
<u>2 Search</u>	<u>10</u>	<u>-</u>
Wills		
Inventories		
Debts		
Short Certificates		
<u>42 x 83 of 86</u>		
State writ tax		
	<u>10</u>	<u>-</u>

☐ CASH

☒ CHECK

☐

TOTAL

RECEIVED BY

RECEIPT

No. R-R-44909

# HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
JOSEPH A. QUINN, JR.  
ARTHUR L. PICCONE  
JOSEPH P. MELLODY, JR.  
CONRAD A. FALVELLO  
NEIL L. CONWAY  
RICHARD S. BISHOP  
JOHN P. SANDERSON  
JORDAN H. PECILE  
BRIAN C. CORCORAN  
EUGENE D. SPERAZZA  
TERRENCE J. HERRON

GEORGE A. SPOHRER  
RICHARD M. GOLDBERG  
ANTHONY C. FALVELLO  
WILLIAM F. ANZALONE  
DAVID W. SABA  
JOSEPH A. LACH  
WILLIAM W. WARREN, JR.  
RONALD V. SANTORA  
THOMAS B. HELBIG  
JOHN D. NARDONE  
JONATHAN A. SPOHRER  
SUSAN CUTRIGHT

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

(717) 825-9401

February 26, 1987

RETIRED  
ANDREW HOURIGAN, JR.  
OF COUNSEL  
MORRIS B. GELB

FALVELLO LAW OFFICE BUILDING  
CONYNGHAM-DRUMS ROAD  
BOX A 103  
R.D.1. SUGARLOAF, PA 18249  
(717) 788-4191

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

Connie Breech, Deputy  
Sheriff's Office  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, Penna. 17815

Re: John P. Pearson, Jr. Sheriff's Sale

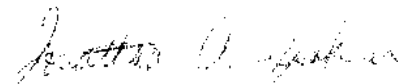
Dear Connie:

Pursuant to our telephone conversation of this date, please be advised that the United Penn Bank has entered into a settlement arrangement with the Pearsons concerning their mortgage defaults. In that regard, please be advised that the United Penn Bank wishes to discontinue all Sheriff's sale activities that were initiated by them.

Thank you for your attention concerning this matter. If you have any further questions or comments, please do not hesitate to contact me.

Very truly yours,

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

  
Jonathan A. Spohrer

JAS/po

SHERIFF'S SALE - COST SHEET

UNITED PENN BANK

VS. JOHN PEARSON SR. & JOHN P. PEARSON JR.  
exec. of estate of JOHN P. PEARSON, SR.

NO. 83 of 1986

DATE OF SALE: February 26, 1987

SHERIFF'S COST OF SALE:

*called  
JP*

Docket & Levy  
Service  
Mailing  
Advertising, Sale Bills & Newspapers  
Posting Handbills  
Mileage  
Crying/Adjourn of Sale  
Sheriff's Deed  
Distribution  
Other COPYWORK AND STAY OF SALE

\$ 14.00  
9.00  
24.00  
9.00  
9.00  
12.00  
7.00  
10.00  
9.00  
13.00

TOTAL . . . . . \$ 116.00

Press-Enterprise, Inc.  
Henrie Printing  
Solicitor's Services

\$ 212.60  
37.25

TOTAL . . . . . \$ 249.80

PROTHONOTARY: Liens List  
Deed Notarization  
Other

\$  
5.00

TOTAL . . . . . \$ 5.00

RECORDER OF DEEDS: Copywork  
Deed  
Other

\$  
13.50  
5.00

TOTAL . . . . . \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19\_\_\_\_  
School Taxes, District\_\_\_\_, 19\_\_\_\_  
Delinquent Taxes, 19\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_ (Total Amts.)

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

TOTAL . . . . . \$

MUNICIPAL RENTS:

Sewer - Municipality\_\_\_\_, 19\_\_\_\_  
Water - Municipality\_\_\_\_, 19\_\_\_\_

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

TOTAL . . . . . \$

SURCHARGE FEE: (State Treasurer)

\$ 2.00

MISCELLANEOUS:

\$

TOTAL \$ 391.30

TOTAL COSTS \$

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 83 of 86

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

12/29/86 AT 11:05 A.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF JOHN P. PEARSON, SR.  
329 WASHINGTON STREET, BERWICK, PA.  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF CONNIE BREECH

SO ANSWERS:

Connie Breech  
Deputy Sheriff

FOR:

JOHN R. ADLER  
John R. Adler, Sheriff

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

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

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 83 of 86

WRIT OF EXECUTION

SERVICE ON JOHN PEARSON, JR.

ON 11/24/86 AT 11:31, 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, JOHN PEARSON, JR. at 1332 FAIRVIEW  
AVE. BERWICK, PA.

by HANDING A COPY TO

JIM PEARSON, , HIS BROTHER

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

So Answers?

Bruce Reed  
Deputy Sheriff

For:

JOHN R. ADLER  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 25<sup>th</sup> day of Nov. 1986

Rame B. Kline  
for Deputy Sheriff  
Rame B. Kline, Prothonotary  
Columbia County, Pennsylvania

83 of 8 C

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

SHERIFF'S SALE REAL ESTATE OUTLINE

	DATE SENT	DATE REC.
RECEIVE AND TIME STAMP	X 11-14	
DOCKET AND INDEX	11-14	
SET FILE UP	11-14	
CHECK FOR PROPER INFO		
3 writs of exec.	✓	
3 copies of description	✓	
whereabouts of defendants	✓	
non-military affidavit	✓	
3 notices of sheriff's sale	✓	
check for \$500.00	✓	
watchman release form	✓	
WEAS LIST	✓	Set 11-2-1
TYPE PROPER INFORMATION ON DESCRIPTION	✓	
SET SALE DATE AND ADV. DATES (POST ON CALENDER)	✓	
SET POSTING DATE	✓	
FILL IN EXECUTION NO'S ON PAPERS	✓	
SET DISTRIBUTION DATES:	✓	
file date within week of sale	✓	
pay date after 10 days of filing	✓	
TYPE UP CARDS FOR PAPERS TO BE SERVED	✓	
PUT PAPERS TOGETHER WITH CARDS TO BE SERVED		
SERVE PAPERS	11-24	
notice of writ of execution		
notice of sheriff's sale		

OFFICE OF  
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		
SEND COPY OF SERVICE TO ATTY	11-24	
SEND DESCRIPTION TO PRINTER	11-21	
SEND NOTICE TO PRESS FOR PUBLICATION	11-21	
Adv. 3 weeks prior to sale, once a week Thursdays		
ONCE HANDBILLS ARE RECEIVED, SEND COPIES TO		
Recorder of Deeds	12-10	
Tax claim office	12-10	
Proth.-post 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)	11-21	
WATER AUTH. (certified mail)	11-21	
SEWER (certified mail)	11-21	
SEND COPIES TO IRS OFFICE IN PHILA. (cert. mail, include copy of writ along with description)	11-21	
SEND COPIES TO PA. PERSONAL TAX AUTH. (cert. mail, include copy of writ along with description)	11-21	
IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. (cert. mail, include copy of writ along with description)	NR	



OFFICE OF  
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		

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

FEBRUARY 2, 1987

JONATHAN A. SPOHRER, ESQ.  
SUITE 700  
UNITED PENN BANK BUILDING  
WILKES-BARRE, PA. 18701

Dear Atty. Spohrer;

As per my phone conversation with Atty. Mark Mcnealis the Sheriff's sale originally set for Thursday January 29, 1987 at 11:00 and 11:30 A.M. have been rescheduled for Febuary 26, 1987 at 10:30 A.M. and 11:00 A.M. respectively.

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

CSB

Sincerely,

Connie Breech, Deputy

# HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
JOSEPH A. QUINN, JR.  
ARTHUR L. PICCONE  
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ANTHONY C. FALVELLO  
WILLIAM F. ANZALONE  
DAVID W. SABA  
JOSEPH A. LACH  
WILLIAM W. WARREN, JR.  
RONALD V. SANTORA  
THOMAS B. HELBIG  
JOHN D. NARDONE  
JONATHAN A. SPOHRER  
SUSAN CUTRIGHT

## LAW OFFICES

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

(717) 825-9401

January 30, 1987

## RETIRED

ANDREW HOURIGAN, JR.

OF COUNSEL

MORRIS B. GELB

FALVELLO LAW OFFICE BUILDING

CONYNGHAM-DRUMS ROAD

BOX A 103

R.D.1, SUGARLOAF, PA 18249

(717) 788-4191

600 PENN SECURITY BANK BUILDING

SCRANTON, PA 18503

(717) 346-6414

Sheriff of Columbia County  
Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

ATTN: Connie Breech

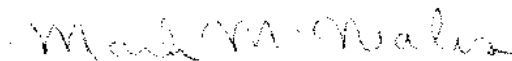
RE: United Penn Bank v. Martha Pearson, et al -  
Columbia County Writ of Execution, No. 82 of 1986  
and  
United Penn Bank v. John P. Pearson, Sr., et al -  
Columbia County Writ of Execution, No. 83 of 1986

Dear Connie:

This correspondence will serve to confirm our telephone conversation of Thursday, January 29, 1987 relative to the above referenced Sheriff Sales. At that time, we requested that those sales scheduled for Thursday, January 29, 1987 be continued pending further negotiations with the defendants/debtors. Please re-schedule these Sheriff Sales within 45 days of January 29, 1987 so that, if necessary, we may proceed without re-advertising the subject property for sale. Upon your determination of the new Sheriff Sale date, I would ask that you contact Jonathan Spohrer, Esquire at the above referenced number or address to inform him of the new sale date.

We thank you for your kind assistance and cooperation in connection with this matter.

Very truly yours,



Mark P. McNealis, Esquire

MPM:sd

cc: Rodney Rohbach, Jr.

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... PAUL R. EYERLY III ..... being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, C of Pennsylvania, and was established on the 1st day of March, 1961 (except Sundays and Legal Holidays) continuously in said T to the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared in on ..... JANUARY 8, 15, & 22

..... exactly as printed and published; that the affiant is one of the owners of the newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said proceeding; that all of the allegations in the foregoing statement as to the truth of the publication are true.

Sworn and subscribed to before me this 27th day of

And now, ..... 19 ..... I hereby certify that the advertising and publication charges amounting to \$ ..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

SHERIFF'S SALE

virtue of a Writ of Execution No. 83 of 1986, issued out of the Court of Common Pleas of Columbia 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 Court House in Bloomsburg, County of Columbia and Commonwealth of Pennsylvania on:

Thurs., Jan 29, 1987

at 11:30 o'clock a.m.

in the forenoon of the said day, all the right, title and interest of the described lot, piece or parcel of land:

ALL THAT CERTAIN piece and parcel of land, situated in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and

the side line of Lot No. 2, Section 4 of plot of lots titled addition to Berwick, dated 1893; THENCE along the line dividing lots No. 1 and No. 2, Section 4, in a southwesterly direction one hundred twenty-five (125) feet to the northerly side line of an alley; THENCE along the northerly side line of said alley in a southeasterly direction thirty-two (32) feet, more or less, to a corner on the easterly side line of the allotment; THENCE along the easterly side line of the allotment in the northerly direction one hundred twenty-five and four-tenths (125.4) feet, more or less, to the southwesterly side line of Washington Street; THENCE along the southwesterly side line of Washington Street in a northwesterly direction forty-seven (47) feet, more or less, to the point of beginning, being PUBLIC

COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1989

Member, Pennsylvania Association of Notaries

all of Lot No. 1, Section 4, and the undersigned portion of land between Lot No. 1, Section 4 and the easterly side line of the allotment.

KNOWN AS 329 Washington Street, Berwick, Pennsylvania 18603

IMPROVED with a one story commercial garage PARCEL No. 04.3-2-114

NOTICE IS HEREBY GIVEN

to all claimants and parties in interest that the Sheriff will, for all sale 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 the distribution will be made in accordance with the schedule, unless exceptions are filed there within ten (10) days

after the sale.

of Judgment filed to No. 738-1986. Writ issued November 14, 1986.

Terms of Sale: Ten (10%) percent cash or certified check time of sale. Balance cash or certified check within (8) eight days after sale.

Sale premises to be sold by John R. Adler, Sheriff of Columbia County.

Haurigan, Kluger, Spohrer, Quinn and Myers, P.C.

700 United Penn Bank Building Wilkes-Barre Pa 18701

MAKE CHECKS PAYABLE TO:

RWICK, DA. 13433

NE 717-752-7642 DIVLY

YES ARE USED TO PROMPTLY ANSWER

3ERWICK, PA 18603

1

BEKATO  
CHECKS PAYABLE TO:

RWICK, PA. 18603

NE 717-752-7442 ONLY

AL SEIDEN'S LUXURY CLOTHING - A FASHIONABLE AFFAIR

18605

7

1,350	
1,540	
<b>TOTAL</b>	<b>2,890</b>

161.48, 1.24, 1.24

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

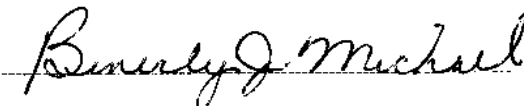
John P. Pearson, Sr. and John P. Pearson, Jr., Executor of the Estate of  
John P. Pearson, Sr.

and find as follows:

See Photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 26th day of January  
A.D., 19 87.

 RECORDER

## MORTGAGE

THIS MORTGAGE is made this 8th day of December, 1983, between the Mortgagor, John E. Pearson, Sr. (herein "Borrower"), and the Mortgagee, United Penn. Bank, a corporation organized and existing under the laws of the United States of America, whose address is 8-18 West Market Street, Wilkes-Barre, PA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on \_\_\_\_\_;

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

ALL THAT CERTAIN piece and parcel 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 point on the southwesterly line of Washington Street, said point being the intersection of the southwesterly side line of Washington Street and the easterly side line of Lot No. 2, Section 4 of plot of lots titled addition to Berwick, dated 1893; thence along the line dividing Lots No. 1 and No. 2, Section 4, in a southwesterly direction one hundred twenty-five (125) feet to the northerly side line of an alley; thence along the northerly side line of said alley in a southeasterly direction thirty-two (32) feet, more or less, to a corner on the easterly side line of the allotment; thence along the easterly side line of the allotment in the northeasterly direction one hundred twenty-five and four-tenths (125.4) feet, more or less to the southwesterly side line of Washington Street; thence along the southwesterly side line of Washington Street in a northwesterly direction forty-seven (47) feet, more or less, to the point of beginning, being all of Lot No. 1, Section 4, and the undesignated portion of land between Lot No. 1, Section 4 and the easterly side line of the allotment.

which has the address of 329 Washington Street, Berwick, PA 18603 (herein "Property Address");  
(Street) (City) (State and Zip Code)

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

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein ("Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

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

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

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

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

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

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

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

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

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

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

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



Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Flannery E. Kefauver*

*John P. Pearson, Sr.*  
John P. Pearson, Sr.

—Borrower

—Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... Columbia ..... County ss:

On this, the 8<sup>th</sup> day of December, 1983, before me, a Notary Public, the undersigned officer, personally appeared John P. Pearson, Sr. known to me (or satisfactorily proven) to be the person, whose name is, subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

My Commission expires: 2-24-86

*Andrew V. Matusch*  
Notary Public  
Title of Office

Address of mortgagor:  
8-18 W MARSH ST  
WILKES BARRE, PA.

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County Record Book 326, page 690  
on December 9, 1983 at 3:13 p.m.

*Beverly J. Michael Acting Recorder*

#1472

RECORDED  
COLUMBIA CO. PA.  
-TA-50-13-00  
DEC 9 1983 PM 03  
Kipner

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 83 of 1986, issued out of the Court of Common Pleas of Columbia 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 Thursday January 29 1987 at 11 30 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the described lot, piece or parcel of land:

ALL THAT CERTAIN piece and parcel 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 point on the southwesterly line of Washington Street, said point being the intersection of the southwesterly side line of Washington Street and the easterly side line of Lot No. 2, Section 4 of plot of lots titled addition to Berwick, dated 1893; THENCE along the line dividing lots No. 1 and No. 2, Section 4, in a southwesterly direction one hundred twenty-five (125) feet to the northerly side line of an alley; THENCE along the northerly side line of said alley in a southeasterly direction thirty-two (32) feet, more or less, to a corner on the easterly side line of the allotment; THENCE along the easterly side line of the allotment in the northeasterly direction one hundred twenty-five and four-tenths (125.4) feet, more or less to the southwesterly side line of Washington Street; THENCE along the southwesterly side line of Washington Street in a northwesterly direction forty-seven (47) feet, more or less, to the point of beginning, being all of Lot No. 1, Section 4, and the undersigned portion of land between Lot No. 1, Section 4 and the easterly side line of the allotment.

KNOWN AS 329 Washington Street, Berwick, Pennsylvania 18603  
IMPROVED with a one story commercial garage  
PARCEL No. 04.3-2-114

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 John P. Pearson, Sr. and John P. Pearson, Jr., Executor of the Estate of John P. Pearson, Sr. Judgment filed to No. 738-1986. Writ issued November 14 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

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

CHRIS KLINGER  
BORO OF BERWICK  
344 MARKET ST.  
BERWICK, PA. 18603

Dear Chris;

Enclosed are two notices for upcoming Sheriff's Sales in the Boro of Berwick for John Pearson. Please notify this office if you have any claims. Thank You

CSB  
Enc. 2

Sincerely,

Connie Breech, Deputy

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

KEYSTONE WATER, CO.  
P.O. BOX 313  
MILTON, PA. 17847

Dear Sir/Madam;

Enclosed you will find two notices for Sheriff's Sale our office is having in the Boro of Berwick. Please notify our office if you have any claims against these properties. Thank You

CSB  
Enc.2

Sincerely,

A handwritten signature in cursive script that reads "Connie Breech".

Connie Breech, Deputy

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

CONNIE GINGHER  
BERWICK TAX COLLECTOR  
120 R.E. 3RD ST.  
BERWICK, PA. 18603

Dear Connie;

Enclosed are two notices for Sheriff's Sale we are having in the Boro of Berwick. Please notify our office if you have any claims. Thank You

CSB  
Enc.2

Sincerely,

A handwritten signature in cursive script that reads "Connie Breech".

Connie Breech, Deputy

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

COMMONWEALTH OF PA.  
DEPT. OF REVENUE  
BUREAU OF ACCOUNTS SETTLEMENT  
P.O. BOX 2055  
HARRISBURG, PA. 17105

Dear Sir/Madam;

Enclosed you will find two notice's of Sheriff's Sale our office is having against John & Wanda Pearson in the Borough of Berwick on January 29, 1987. If you have any claims please notify our office before this date. Thank You

CSB  
Enc.2

Sincerely,

Connie Breech, Deputy



OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

THOMAS C. ZERBE, JR.  
DEPUTY ATTORNEY GENERAL  
COLLECTIONS UNIT  
FOURTH AND WALNUT STS.  
HARRISBURG, PA. 17120

Dear Atty Zerbe;

Enclosed are two notices for Sheriff's Sales are office is  
having on Jan. 29, 1987 against John & Wanda Pearson. Please  
notify this office if you have any claims against these individuals.  
Thank You

CSB  
Enc.2

Sincerely,

Connie Breech, Deputy

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

NOVEMBER 21, 1986

PRESS-ENTERPRISE, INC.  
ATT: SUSAN SHOTWELL  
P.O. BOX 745  
BLOOMSBURG, PA. 17815

Dear Sue;

Enclosed are two Notice's for Sheriff's Sale for John & Wanda Pearson and for John Pearson. Please advertise the following on Jan. 8, 15, & 22 of 1987. If you have any questions please feel free to contact our office. Thank You

CSB  
Enc.2

Sincerely,

Connie Breech, Deputy

SEIZED AND TAKEN into execution at the suit of United Penn Bank against John P. Pearson, Sr. and John P. Pearson, Jr., Executor of the Estate of John P. Pearson, Sr. Judgment filed to No. 738-1986. Writ issued November 14 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

HOURIGAN, KLUGER, SPOHRER & QUINN  
A PROFESSIONAL CORPORATION

By: JONATHAN A. SPOHRER, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 40486

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

UNITED PENN BANK,

Plaintiff

vs.

IN THE COURT OF COMMON PLEAS  
OF COLUMBIACOUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

JOHN P. PEARSON, SR.  
and JOHN PEARSON, JR.,  
Executor of the Estate  
of JOHN P. PEARSON, SR.

NO. 738-1986

NOTICE OF  
SHERIFF'S SALE OF REAL ESTATE

TO: John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pa. 18603

Defendant herein and owner 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 current year) at the courthouse in the City of Bloomsburg  
County of Columbia and State of Pennsylvania, on Thursday

September 24, 1987 at 1130 o'clock a.m., in the forenoon of the said day, all your  
right, title and interest in and to all that certain piece, parcel or tract of  
land situate in the Borough of Berwick, County of Columbia  
and State of Pennsylvania, the same more particularly described in Exhibit "A"  
attached hereto and incorporated 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: 826-2609.

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.

1. 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.

2. 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 (717) 784-1991.

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

EXHIBIT "A"

ALL THAT CERTAIN piece and parcel 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 point on the southwesterly line of Washington Street, said point being the intersection of the southwesterly side line of Washington Street and the easterly side line of Lot No. 2, Section 4 of plot of lots titled addition to Berwick, dated 1893; thence along the line dividing Lots No. 1 and No. 2, Section 4, in a southwesterly direction one hundred twenty-five (125) feet to the northerly side line of an alley; thence along the northerly side line of said alley in a southeasterly direction thirty-two (32) feet, more or less, to a corner on the easterly side line of the allotment; thence along the easterly side line of the allotment in the northeasterly direction one hundred twenty-five and four-tenths (125.4) feet, more or less to the southwesterly side line of Washington Street; thence along the southwesterly side line of Washington Street in a northeasterly direction forty-seven (47) feet, more or less, to the point of beginning, being all of Lot No. 1, Section 4, and the undesignated portion of land between Lot No. 1, Section 4 and the easterly side line of the allotment.

**HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS**

A PROFESSIONAL CORPORATION

BY:

ATTORNEY FOR

IDENTIFICATION NO.

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

JOHN P. PEARSON, SR. and  
JOHN PEARSON, JR., Executor  
of the Estate of John  
P. Pearson, Sr.,

: IN MORTGAGE FORECLOSURE

:

Defendants

: NO. 738-1986

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:

John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pennsylvania 18603



2. Name and address of Defendants in the judgment.

John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pennsylvania 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. 738-of 1986

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

United Penn Bank  
8-18 West Market Street  
Wilkes-Barre, Pa. 18701  
Amount: \$12,500.00  
Dated: 12/8/86  
Recorded: 12/9/86  
Mtg. Book 326, Page 690

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.

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. §4904 relating to unsworn falsification to authorities.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C.  
Attorneys for Plaintiff

Dated: 4/26/6

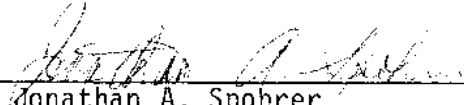
By:   
Jonathan A. Spohrer

EXHIBIT "A"

ALL THAT CERTAIN piece and parcel 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 point on the southwesterly line of Washington Street, said point being the intersection of the southwesterly side line of Washington Street and the easterly side line of Lot No. 2, Section 4 of plot of lots titled addition to Berwick, dated 1893; thence along the line dividing Lots No. 1 and No. 2, Section 4, in a southwesterly direction one hundred twenty-five (125) feet to the northerly side line of an alley; thence along the northerly side line of said alley in a southeasterly direction thirty-two (32) feet, more or less, to a corner on the easterly side line of the allotment; thence along the easterly side line of the allotment in the northeasterly direction one hundred twenty-five and four-tenths (125.4) feet, more or less to the southwesterly side line of Washington Street; thence along the southwesterly side line of Washington Street in a northeasterly direction forty-seven (47) feet, more or less, to the point of beginning, being all of Lot No. 1, Section 4, and the undesignated portion of land between Lot No. 1, Section 4 and the easterly side line of the allotment.

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

UNITED PENN BANK

vs.

JOHN P. PEARSON, SR. and  
JOHN PEARSON, JR., Executor  
of the Estate of John  
P. Pearson, Sr.

IN THE COURT OF COMMON PLEAS OF  
~~LUZERNE~~ COUNTY, PENNSYLVANIA  
COLUMBIA

No. 738-1986 Term 19      J.D.

No. 83 Term 19 86 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Luzerne

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See Exhibit "A"

Amount Due	\$ <u>11,894.51</u>	
Interest from <del>Bank</del> to 11/7/86	\$ <u>1,646.73</u>	
Atty.'s Fees	<u>400.00</u>	
TOTAL	\$ <u>\$13,941.24</u>	Plus costs

as endorsed.

Dated November 14 1986

(SEAL)

Prothonotary, Court of Common Pleas of  
~~Luzerne~~ County, Pennsylvania  
Columbia

By: *Robert K. Lamm*

Deputy

EXHIBIT "A"

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**HOURIGAN, KLUGER, SPOHRER & QUINN**

**A PROFESSIONAL CORPORATION**

By: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

Identification No. 40486

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

UNITED PENN BANK,

Plaintiff

vs.

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

JOHN P. PEARSON, SR.  
and JOHN PEARSON, JR.,  
Executor of the Estate  
of JOHN P. PEARSON, SR.

: NO. 738-1986

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 TO GO 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  
Phone: (717) 825-8567

or

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).

**HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS**

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 40486

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

---

UNITED PENN BANK,

Plaintiff

vs.

JOHN P. PEARSON, SR.  
and JOHN PEARSON, JR.,  
Executor of the Estate  
of JOHN P. PEARSON, SR.

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 738-1986

AFFIDAVIT OF  
LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF LUZERNE :

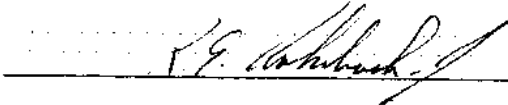
R. G. ROHRBACH, JR., Assistant Vice President, being duly sworn

according to law, deposes and states that to the best of his knowledge, information  
and belief, the last known address of the above-captioned Defendants are as follows:

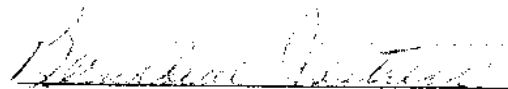


1332 Fairview Avenue  
Berwick, Penna. 18603

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

  
\_\_\_\_\_  
R. G. Rohrbach, Jr.  
Assistant Vice President

Sworn to and subscribed  
before me this 18 day  
of November 1986.

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

**HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS**

A PROFESSIONAL CORPORATION

BY:

ATTORNEY FOR

IDENTIFICATION NO.

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
JOHN P. PEARSON, SR. and	:	IN MORTGAGE FORECLOSURE
JOHN PEARSON, JR., Executor	:	
of the Estate of John	:	
P. Pearson, Sr.,	:	
Defendants	:	NO. 738-1986

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:

John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pennsylvania 18603

2. Name and address of Defendants in the judgment.

John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pennsylvania 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. 738-of 1986

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

United Penn Bank  
8-18 West Market Street  
Wilkes-Barre, Pa. 18701  
Amount: \$12,500.00  
Dated: 12/8/86  
Recorded: 12/9/86  
Mtg. Book 326, Page 690

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.

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. §4904 relating to unsworn falsification to authorities.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C.  
Attorneys for Plaintiff

Dated: 11/13/06 By: Jonathan A. Spohrer  
Jonathan A. Spohrer

EXHIBIT "A"

ALL THAT CERTAIN piece and parcel 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 point on the southwesterly line of Washington  
Street, said point being the intersection of the southwesterly  
side line of Washington Street and the easterly side line of  
Lot No. 2, Section 4 of plot of lots titled addition to Berwick,  
dated 1893; thence along the line dividing Lots No. 1 and No. 2,  
Section 4, in a southwesterly direction one hundred twenty-five  
(25) feet to the northerly side line of an alley; thence along the  
northerly side line of said alley in a southeasterly direction thirty-  
two (32) feet, more or less, to a corner on the easterly side line of  
the allotment; thence along the easterly side line of the allotment  
in the northeasterly direction one hundred twenty-five and four-tenths  
(25.4) feet, more or less to the southwesterly side line of Washington  
Street; thence along the southwesterly side line of Washington Street  
in a northeasterly direction forty-seven (47) feet, more or less, to the  
point of beginning, being all of Lot No. 1, Section 4, and the un-  
designated portion of land between Lot No. 1, Section 4 and the easterly  
side line of the allotment.

UNITED PENN BANK

PLAINTIFF

No. 738-1986

Term 19

V.S.

JOHN P. PEARSON, SR.  
and JOHN PEARSON, JR.,  
Executor of the Estate  
of JOHN P. PEARSON, SR.

DEFENDANTS

VICTOR B. VANDLING

To: Sheriff

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

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

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at

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

Jonathan A. Spohrer

Attorney for Plaintiff

AFFIDAVIT OF NON-MILITARY  
SERVICE OF DEFENDANT

*This was  
originally sent  
with the  
complaint.*

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF LUZERNE : SS.

R. G. Rohrbach, Jr., Assistant 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 John P. Pearson, Jr. with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally; and your affiant that John P. Pearson, Jr., is not now nor was he 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.

*R. G. Rohrbach, Jr.*  
\_\_\_\_\_  
R. G. Rohrbach, Jr.  
Assistant Vice President

Sworn to and subscribed

before this 7 day

of July 1986.

*Bernadine Jastrem*  
\_\_\_\_\_  
Notary Public  
BERNADINE JASTREM, Notary Public  
Plains Township, Luzerne County, Pa.  
My Commission Expires May 30, 1989

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

CASHIER'S CHECK 1422981

PURCHASER  
John Pearson, Jr.

DATE  
November 13, 1986

60-57  
313

PAY TO THE ORDER OF  
Sheriff's Office of Columbia County\*\*\*

\$ 500.00\*\*\*

UNITED PENN 500.00  
BANK 500.00



United Penn Bank  
WILKES-BARRE, PA.

*Emmanuel Zabo*  
AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK -- HOLD AT AN ANGLE TO VIEW

1422981 031300575 100 583 2