

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re: : Chapter 11
UNIVERSITY REAL ESTATE CO. :
Debtor : Bankruptcy No. 5-87-00136

ACCEPTANCE ASSOCIATES OF AMERICA, INC.

(Moving Party)

vs.

UNIVERSITY REAL ESTATE CO.

(Debtor-Respondent)

ORDER REQUIRING ANSWER

AND NOW, this day of , 1987, it is
ORDERED that all interested persons are required to serve upon
movant's attorney, whose address is set forth below and file
with the clerk, an answer to the Motion Of Acceptance Associates
Of America, Inc. For Relief From The Automatic Stay Under
Section 362 Of The United States Bankruptcy Code, which has been
served upon them within days after service of this Order,
exclusive of the date of service. If no answer is filed, an
order may be entered granting the relief demanded in the motion.

J.

Stephen Raslavich, Esquire
Silberman & Raslavich
One Penn Center
13th Floor
At Suburban Station
Philadelphia, PA 19103

University Real Estate Co.
317 E. 7th Street
Berwick, PA 18603

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UNIVERSITY REAL ESTATE CO. :
Debtor : Bankruptcy No. 5-87-00136

ACCEPTANCE ASSOCIATES OF AMERICA, INC.

(Moving Party)

vs.

UNIVERSITY REAL ESTATE CO.

(Debtor-Respondent)

O R D E R

AND NOW, this day of , 1987, upon
consideration of the within Motion of Acceptance Associates of
America, Inc., for Relief from the Automatic Stay under Section
362 of the U.S. Bankruptcy Code, the Court finds that it should
and hereby does:

ORDER, ADJUDGE, AND DECREE, that the Automatic Stay under
Section 362 of the U.S. Bankruptcy Code shall be and hereby is
modified as to Acceptance Associates in order that Acceptance
Associates may forthwith proceed, under the provisions of
applicable non-bankruptcy law, to enforce its rights, as a
secured creditor of the Debtor and to foreclose its lien against

the Properties more fully described in the within Motion.

By the Court:

U.S. Bankruptcy Judge

cc: Stephen Raslavich, Esquire
Silberman & Raslavich
13th Floor
One Penn Center
At Suburban Station
Philadelphia, PA 19103

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re: : Chapter 11
UNIVERSITY REAL ESTATE CO. :
Debtor : Bankruptcy No. 5-87-00136

ACCEPTANCE ASSOCIATES OF AMERICA, INC.

(Moving Party)

vs.

UNIVERSITY REAL ESTATE CO.

(Debtor-Respondent)

MOTION FOR RELIEF FROM THE AUTOMATIC
STAY UNDER SECTION 362 OF THE U.S. BANKRUPTCY CODE

COMES NOW, Acceptance Associates of America, Inc., by and through its attorneys, Silberman & Raslavich, to file the above captioned Motion, averring in support thereof the following:

1. Acceptance Associates of America Inc., ("Acceptance Associates") is a Pennsylvania coporation having offices at 144 E. DeKalb Pike, King of Prussia, PA, 19406.

2. University Real Estate Co. is the Debtor in the above matter, having filed a Petition for Relief under Chapter 11 of Title 11 of the U.S. Bankruptcy Code on March 4, 1987.

3. On or about December 2, 1985, Acceptance Associates loaned to the Debtors the sum of \$97,000.00. A true and correct copy of a Bond and Warrant evidencing the foregoing indebtedness is attached hereto marked Exhibit "A".

4. As security for repayment of the sums due under the Bond and Warrant, the Debtors granted to Acceptance Associates a Mortgage (hereinafter the "Mortgage") on certain real properties, together with improvements thereon, located at and known as 1) 625 W. Front St, Berwick, PA; 2) 147 W. 1st Ave. Catawissa; 3) PA, 317 E. 7th St., Berwick, PA; and 4) 420 W. Main Street, Bloomsburg, PA (hereinafter collectively referred to as the "Properties"). A true and correct copy of the Mortgage is attached hereto marked Exhibit "B."

5. The Debtor has defaulted under the Bond and Warrant by failing to make principal and interest payments as called for thereunder.

6. As a result of the foregoing default, the Debtor is indebted to Acceptance Associates as follows:

Principal balance:	\$ 96,824.36
Interest arrears:	11,675.23
Default charges:	583.76
1/2 Rule 78's	\$100,030.00
Attorneys fees:	<u>5,793.00</u>
TOTAL:	\$214,906.35

7. As of the date hereof, the Debtor has not filed Schedules or a Statement of Financial Affairs.

8. The Properties are subject to numerous additional mortgage and judgment liens.

9. The aggregate amount of all liens encumbering the Properties is substantially in excess of the value of the Properties, as a result of which fact the Debtor has no equity

in the Properties.

10. Acceptance Associates has received no post petition payments from the Debtor, nor has it been offered adequate protection for its interest in the Properties.

11. The Properties are not necessary for an effective reorganization of the affairs of the Debtor.

WHEREFORE, Acceptance Associates of America, Inc., prays for the entry of an Order, in the form annexed hereto, granting it relief from the Automatic Stay, in order that it may proceed, under the provisions of applicable non-bankruptcy law to enforce its rights as a secured creditor of the Debtor and to foreclose its lien, against the aforescribed Properties.

Silberman & Raslavich

By: 

STEPHEN RASLAVICH
Thirteenth Floor
One Penn Center
At Suburban Station
Philadelphia, PA 19103
(215) 557-8000
Attorneys for Acceptance
Associates of America, Inc.

Date: 4-10-87

Know all Men by these Presents

THAT

University Real Estate Co.

(hereinafter called the Obligor), is held and firmly bound unto
Acceptance Associates of America, Inc., A Pa. Corp.

Ninety Seven Thousand (\$97,000.00) ----- (hereinafter called the Oblige), in the sum of
lawful money of the United States of America, to be paid to the Oblige, to which payment, well and truly to be made, the
Obligor does hereby bind and oblige the Obligor firmly by these Presents. Scaled with the seal of the Obligor this
17th day of March 1986. in the year of our Lord one thousand nine hundred
eighty-six

The Condition of this Obligation is such, that if the above bounden Obligor shall
and do well and truly pay, or cause to be paid unto the above named Oblige, the just sum of \$97,000.00.
The undersigned promise to pay to Acceptance Associates of America, Inc., a
Pennsylvania Corporation (hereinafter called "Lender"), the sum of Ninety Seven
Thousand and 00/100 ----- Dollars (\$97,000.00), without offset
bearing interest at 19.5 % annually, which is 10 % above prime as
determined by First Pennsylvania Bank. This rate shall be adjusted every six (6)
months. Said payment will be made in -180- successive monthly installments of
\$1,667.89 each, creating a gross obligation of \$300,220.20 principal and
interest. This gross obligation is stated as though the initial interest rate
will be the interest rate throughout the contract, although, in fact, the balance
will change as the rate changes. The first installment is payable on May 1, 1986
and the remaining installments on the same date of each month thereafter until
(***see page 2 for continuation of terms and conditions***)

without any fraud or further delay; and shall also keep and maintain at all times, until the full discharge of this Obligation,
a fire insurance policy or policies, with extended coverage endorsement, in good and approved company or companies, duly
assigned as collateral security to the Oblige to an amount not less than \$97,000.00, creating a gross
obligation of \$300,220.20 principal & interest. Said security shall be in form as shall be required and be satisfactory to
Oblige, upon the buildings on the premises mortgaged by the Mortgage securing this Obligation; and shall produce to the
said Oblige, on or before the First day of September
of each and every year receipts for all taxes, water rent and sewer rent of the current year assessed upon the
mortgaged premises and also receipts for all other charges and claims which shall or might have priority in lien or payment
to the debt secured hereby; and shall keep and maintain said mortgaged premises in good condition and repair and shall not
cause any structural or material change to be made without first having secured the approval, in writing, of Oblige: then the
above Obligation to be void, or else to be and remain in full force and virtue;

Provided however, and it is hereby expressly agreed: that if at any time default shall be made in payment
of said principal sum or any balance thereof at maturity or of an installment of principal and interest as aforesaid, for the space
of -5- days after any payment thereof shall fall due; or, in the prompt and punctual maintenance
of said fire insurance with extended coverage so assigned as aforesaid; or, in such production to the Oblige, on or before
the First day of September of each and every year, of receipts for such taxes, water rents and sewer rents of the
current year upon the premises mortgaged and receipts for all other charges and claims which shall or might have priority in
lien or payment to the debt secured hereby; or, shall fail to keep and maintain said mortgaged premises in good condition and
repair, or, without written approval shall cause a structural or material change to be made: then and in such event the whole
principal debt aforesaid, or so much thereof as shall then remain unpaid shall, at the option of the Oblige, become due and
payable immediately, and payment of said principal debt, or all unpaid installments thereof, and all interest thereon, may
be enforced and recovered at once, anything herein contained to the contrary notwithstanding; that thereupon a Writ of
Execution is properly issued upon the Judgment obtained upon this Obligation, or by virtue of the warrant of attorney herein
stated, or a Complaint or any other legal proceeding is properly filed, based upon the accompanying Indenture of Mortgage,
an attorney's commission for collection, viz: ~~five~~ twenty per cent. of the indebtedness or Two Hundred Dollars, whichever is the
larger amount, shall be payable and recovered in addition to all principal and interest then due, besides cost of suit.

And further, the Obligor hereby authorizes and empower the Prothonotary, Clerk of Court or any attor-
ney of any Court of record of Pennsylvania, or elsewhere, in an appropriate form of action there or elsewhere brought or to
be brought against Obligor at the suit of the Oblige, on the said Obligation, as of any term, past, present, or any other
subsequent term or time, there or elsewhere to be held, to appear for and to enter or confess judgment against Obligor for
the sum of \$97,000.00, creating a gross obligation of \$300,220.20
principal and interest ----- Dollars,
lawful money of the United States of America, with or without declaration filed, besides costs of suit, and an attorney's
fee or commission determined as hereinbefore stated. And the Obligor does hereby remise, release, and forever quit claim unto
the Oblige any and all manner of error and errors, misprisions, misentries, defences,
entering of the said Indenture

This Indenture, Made the

17th

day of March in the year of our Lord one thousand
 nine hundred and eighty-six (1986) Between UNIVERSITY REAL ESTATE
 CO.

(hereinafter called the Mortgagor), of the one part, and
 ACCEPTANCE ASSOCIATES OF AMERICA, INC., A Pa. Corp.

(hereinafter called the Mortgagee), of the other part,

Whereas, the Mortgagor, in and by a certain Obligation or Writing, obligatory under the hand and seal of the Mortgagor, duly executed, bearing even date herewith, stands firmly bound unto the Mortgagee in the sum of
 Ninety Seven Thousand (\$97,000.00) ----- Dollars,
 lawful money of the United States of America, conditioned for the payment to the Mortgagee of the just sum of \$97,000.00.
 The undersigned promise to pay to Acceptance Associates of America, Inc., a
 Pennsylvania Corporation (hereinafter called "Lender"), the sum of Ninety Seven
 Thousand ----- Dollars (\$ 97,000.00), without offset
 bearing interest at 19.5 % annually, which is 10 % above prime as
 determined by First Pennsylvania Bank. This rate shall be adjusted every six (6)
 months. Said payment will be made in -180- successive monthly installments of
 \$1,667.89 each, creating a gross obligation of \$300,220.20 principal and
 interest. This gross obligation is stated as though the initial interest rate
 will be the interest rate throughout the contract, although, in fact, the balance
 will change as the rate changes. The first installment is payable on May 1, 1986
 and the remaining installments on the same date of each month thereafter until
 (**see page 2 for continuation of terms and conditions**)

without any fraud or further delay; and further conditioned to keep and maintain at all times, until the full discharge of
 the said Obligation, a fire insurance policy or policies, with extended coverage endorsement, in good and approved company
 or companies, duly assigned as collateral security to the Mortgagee, to an amount not less than \$97,000.00, creating
 a gross obligation of \$300,220.20 principal and interest ----- Dollars,

in form, as shall be required and be satisfactory to Mortgagee, upon the buildings on the premises hereinafter described; and
 further for the production to the Mortgagee, on or before the 1st day of September

of each and every year, of receipts for all taxes,
 water rents and sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and
 claims which shall or might have priority in lien or payment to the debt secured hereby; and shall keep and maintain the
 mortgaged premises in good condition and repair and shall not cause any structural or material change to be made without
 first having secured the approval, in writing, of the Mortgagee;

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of
 said principal sum or any balance thereof at maturity, or of an installment of principal and of interest as aforesaid, for the
 space of -5- days after such payment thereof shall fall due; or, in the prompt and punctual
 maintenance of fire insurance with extended coverage so assigned as aforesaid; or, in the production to the Mortgagee, on
 or before the 1st day of September of each and every year, of receipts
 for such taxes, water rents and sewer rents of the current year assessed upon the premises mortgaged and receipts for all
 other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; or, shall fail to
 keep and maintain the mortgaged premises in good condition and repair, or, without written approval shall cause a structural
 or material change to be made: then and in such case the whole principal debt aforesaid or so much thereof as shall then
 remain unpaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt,
 or all unpaid installments thereof and all interest thereon, may be enforced and recovered at once, anything therein contained
 to the contrary notwithstanding; that thereupon a Writ of Execution is properly issued upon the judgment obtained upon
 said Obligation, or by virtue of said Warrant of Attorney, or a Complaint or any other legal proceeding is properly filed, based
 upon this Indenture of Mortgage, that an attorney's commission for collection viz: ~~three~~ ^{two} per cent. of the indebtedness or
 Two Hundred Dollars, whichever is the larger amount, shall be payable, and shall be recovered in addition to all principal and
 interest besides costs of suit, as in and by the said recited Obligation and the Condition thereof, relation being thereunto
 had, may more fully and at large appear.

Now this Indenture witnesseth, that the Mortgagor, as well for and in consideration of
 the aforesaid debt or principal sum of \$97,000.00, creating a gross obligation of

maturity. Borrower agrees that the monthly payment will be adjusted as the interest rate is adjusted. The monthly payment herein described is for a term of - - months; however, it is agreed and understood by both the Borrowers and Lender that the entire balance shall become due and payable - - months hence. This term and condition herein stated is commonly referred to as a "balloon payment". If Borrower elects to prepay the full balance prior to the balloon payment maturity, Borrower must give the Lender thirty (30) days' written notice of the intention to prepay. Lender will assess a 5% fee on the amount borrowed for granting this election and said fee will be included in the payoff balance requested.

On nonpayment of any installment or payment when due and not cured within five (5) days, there shall be added to such delinquent payment a late charge equal to five (5%) percent of said payment. Lender, its successors and assigns may, in its sole discretion upon the nonpayment as above set forth, immediately declare the entire unpaid balance due and payable. In the event of default, Borrower shall be obligated to repay the debt as computed under the accounting principle known as "One-Half the Rule of 78's Method".

All parties hereto acknowledge and declare that the proceeds are for business purposes and will be used for those purposes only.

782 John C. Clark Company, Philadelphia 1961

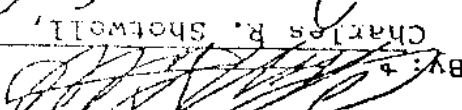
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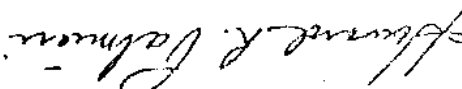
Bond and Mortgagant

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5

UNIVERSITY REAL ESTATE CO.
BY:  Charles R. Shotwell,
Linda B. Shotwell, President


Sealed and Delivered
IN THE PRESENCE OF US:

In witness whereof, the said Obligor has hereunto set his hand and seal the day and year first above written.

(***continuation of terms and conditions from page -1-)

maturity. Borrower acknowledges that the monthly payment will be adjusted as the interest rate is adjusted. The monthly payment herein described is for a term of -180- months; however, it is agreed and understood by both the Borrowers and Lender that the entire balance shall become due and payable -36- months hence. This term and condition herein stated is commonly referred to as a "balloon payment". If Borrower elects to prepay the full balance prior to the balloon payment maturity, Borrower must give the Lender thirty (30) days' written notice of the intention to prepay. Lender will assess a 5% fee on the amount borrowed for granting this election and said fee will be included in the payoff balance requested.

On nonpayment of any installment or payment when due and not cured within five (5) days, there shall be added to such delinquent payment a late charge equal to five (5%) percent of said payment. Lender, its successors and assigns may, in its sole discretion upon the nonpayment as above set forth, immediately declare the entire unpaid balance due and payable. In the event of default, Borrower shall be obligated to repay the debt as computed under the accounting principle known as "One-Half the Rule of 78's Method".

All parties hereto acknowledge and declare that the proceeds are for business purposes and will be used for those purposes only.

LEGAL DESCRIPTION

SEE ATTACHED

PREMISES "A"

LEGAL DESCRIPTION

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 northerly side of West Front Street at the southwest corner of land now or late of Ray A. Yorks and Nellie Yorks, his wife; thence along the same in a straight line extending the full length, north and south of the center partition in the large brick dwelling house located on this plot to the southerly side of West Third Street; thence along West Third Street South seventy degrees forty four minutes West to a public road; thence along said road South one degree thirty minutes East 158.6 feet more or less to West Front Street aforesaid; thence along the same North 87 degrees forty minutes East to a point, the place of beginning.

BEING the same premises which John W. Yorks and Shirley J. Yorks, both single by Deed dated October 1, 1984 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 340 page 564, granted and conveyed unto Shirley J. Yorks, in fee.

PREMISES "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or 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 northerly side of West Front Street in line with land now or late of William E. Schmidt; thence along the same north 2 degrees 20 minutes West 186.28 feet to a stake on the southerly side of West Third Street; thence along West Third Street south 70 degrees 44 minutes West a distance of 46.12 feet, more or less, to a point at the northeast corner of other land now or late of the Grantors, said point being where a straight line drawn along the exact center of a center partition separation the large brick dwelling house into two equal parts and intersect this course; thence south along other land now or late of the Grantors and along a straight line which goes along the exact center of the center partition which divides said large brick dwelling house into two parts and extending in a straight line to a point where said straight line intersects the northern boundary of West Front Street; thence along West Front Street north 87 degrees 40 minutes east to a point, the place of beginning.

BEING the same premises which John W. Yorks, Single and Shirley J. Yorks, Single by Deed dated October 1, 1984 and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 340 page 562, granted and conveyed unto Shirley J. Yorks, in fee.

PREMISES "B"

ALL THOSE TWO CERTAIN pieces, parcels and tract of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT 11

BEGINNING at an iron pin on the westerly right-of-way of First Street, said pin being at the northeast corner of lands of Luther and Mary B. Howe, said pin also being 36.49 feet distance on a course running south 27 degrees 45 minutes west from the southwest corner of First Street and Pine Street; thence along the northerly line of lands of said Howe north 62 degrees 02 minutes 40 seconds west 89.87 feet to an iron pin corner on the easterly right-of-way of lands of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 17 seconds east 17.42 feet to an iron pin on the southerly right-of-way of Pine Street; thence along the southerly right-of-way of Pine Street south 62 degrees 02 minutes 40 seconds east 96.04 feet to a point at the southwest corner of First Street and Pine Street; thence along the westerly right-of-way of First Street south 27 degrees 45 minutes west 15.89 feet to the place of beginning. CONTAINING 1,328.69 square feet of land in all.

PROVIDED, HOWEVER, that this deed is made, executed and accepted upon and is subject to certain express conditions and covenants set forth particularly in Deed Book 288, Page 965.

TRACT 12

FRONTING on First Street in the Borough of Catawissa and being 61 feet wide on First Street and extending the same south to right-of-way of the Pennsylvania Railroad Company and adjoining lands of Wilbert Stadler on the north and land of Henry Reese Estate on the south, First Street on the east, and the Railroad Company on the west.

BEING THE SAME PREMISES, which Luther Howe and Mary B. Howe, husband and wife, by deed dated October 12, 1979 and recorded in Columbia County Deed Book 294 at Page 1046, granted and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and L. Ann Prosseda, husband and wife, grantors herein.

452

147 W. 1st Ave., Catawissa.

Number ALAI #5372

The land referred to in this Commitment is described as follows:

TRACT NO. 1

ALL THAT CERTAIN lot of ground situate in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, and marked upon the general plan of said town by number twenty-six, and further described as follows:

BEGINNING at a post on the corner of lot number 25 on the southward side of Second or Main Streets of said Town, lately belonging to Samuel Giger; and running thence along said street north 63.25 degrees east 59 feet to Lot number 27, lately belonging to Mrs. Sterner; thence along said lot south 13 degrees east 214 feet and 6 inches to Pine Alley; thence along said alley south 63.25 degrees west 59 feet to a post; thence by the aforesaid lot late of Samuel Giger north 26.75 degrees west 214 feet and 6 inches to the place of BEGINNING.

BEING THE SAME PREMISES which Arcus Brothers Limited, a Pennsylvania Corporation by its Deed dated May 10, 1985 and recorded May 17, 1985, in the Office of the Recorder of Deeds for Columbia County in Record Book 348, Page 90, granted and conveyed unto University Real Estate Company, a Pennsylvania Corporation.

TRACT NO. 2

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of 7th Street 198 feet East of Chestnut Street at the corner of Lot now or late of James Kline; thence northerly along said Lot a distance of 65 feet; thence easterly and parallel with 7th Street a distance of 49 1/2 feet; thence southerly along said lot a distance of 65 feet to 7th Street aforesaid; thence westerly along said Street a distance of 49 1/2 feet to the place of BEGINNING.

BEING A Portion of Lot No. 217 in Gilbert Fowler's Addition to Berwick.

BEING THE SAME PREMISES which Linda Bird Shotwell by her Deed dated March 21, 1985 and recorded May 17, 1985, in the Office of the Recorder of Deeds for Columbia County in record Book 348, Page 95, granted and conveyed unto University Real Estate Company, a Pennsylvania Corporation.

Together with all and singular the Buildings, Streets, Alleys, Passages, Ways, Water-courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said Lot or piece of Ground above described, with the Messuage or Tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee.

Provided always, nevertheless, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum or balance of principal sum at maturity, or of said principal sum in installments on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the Mortgagee, on or before the ^{1st} day of ^{September} of each and every year, receipts for all taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby and shall keep and maintain said fire insurance with extended coverage so assigned as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep and maintain the mortgaged premises in good condition and repair, then, and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided further, that it shall and may be lawful for the Mortgagee, in case default shall be made for the space of 5 days in the payment of any installment of the said principal sum or interest thereon, or of said principal sum or any balance thereof at maturity, or in the prompt or punctual maintenance of said fire insurance with extended coverage so assigned as aforesaid, or in case there shall be default in the production to the Mortgagee, on or before the ^{1st} day of ^{September} of each and every year, of such receipts for such taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby or if the Mortgagor shall fail to keep and maintain the mortgaged premises in good condition and repair or, without written approval shall cause a structural or material change to be made, to sue out forthwith upon a Complaint or any other legal proceeding based upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, or so much thereof as shall then remain unpaid, and all interest due thereon, together with an attorney's commission for collection, viz ^{Twenty} ~~Twenty~~ per cent. of the indebtedness or Two Hundred Dollars, whichever is the larger amount, besides costs of suit, without further stay, any law, usage or customs to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto the Mortgagee all benefit that may accrue to the Mortgagor by virtue of any and every law made or to be made to exempt the above described premises or any other property whatever, or of personal property from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

In the Event that there is more than one party named herein as Mortgagor or Mortgagee, the word "Mortgagor" or "Mortgagee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender. The Obligation, responsibility and liability of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and his, her, its and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Harold R. Palmer

UNIVERSITY REAL ESTATE CO.

By *Charles R. Shotwell*
Charles R. Shotwell

Together with all and singular the Buildings, Streets, Alleys, Passages, Ways, Water-courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said Lot or piece of Ground above described, with the Messuage or Tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee.

Provided always, nevertheless, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum or balance of principal sum at maturity, or of said principal sum in installments on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the Mortgagee, on or before the ^{1st} day of

September of each and every year, receipts for all taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby and shall keep and maintain said fire insurance with extended coverage so assigned as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep and maintain the mortgaged premises in good condition and repair, then, and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided further, that it shall and may be lawful for the Mortgagee, in case default shall be made for the space of 5 days in the payment of any installment of the said principal sum or interest thereon, or of said principal sum or any balance thereof at maturity, or in the prompt or punctual maintenance of said fire insurance with extended coverage so assigned as aforesaid, or in case there shall be default in the production to the Mortgagee, on or before the ^{1st} day of September of each and every year, of such receipts for such taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby or if the Mortgagor shall fail to keep and maintain the mortgaged premises in good condition and repair or, without written approval shall cause a structural or material change to be made, to sue out forthwith upon a Complaint or any other legal proceeding based upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, or so much thereof as shall then remain unpaid, and all interest due thereon, together with an attorney's commission for collection, viz: ^{Twenty} ~~ten~~ per cent. of the indebtedness or Two Hundred Dollars, whichever is the larger amount, besides costs of suit, without further stay, any law, usage or customs to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto the Mortgagee all benefit that may accrue to the Mortgagor by virtue of any and every law made or to be made to exempt the above described premises or any other property whatever, or of personal property from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

In the Event that there is more than one party named herein as Mortgagor or Mortgagee, the word "Mortgagor" or "Mortgagee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender. The Obligation, responsibility and liability of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and his, her, its and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

Howard R. Palmer

UNIVERSITY REAL ESTATE CO.

BY *[Signature]*
Charles R. Shotwell,

On this, the day of 1986, before me

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

On this, the 17th day of March 1986, before me a notary public

the undersigned officer, personally appeared Charles R. Shotwell and

Linda B. Shotwell who acknowledged himself (herself) to be the Pres/Secretary and Treasurer of University Real Estate Co. 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 (herself) as officers
In Witness Whereof, I hereunto set my hand and official seal.

Howard R. Palmer

Notary Public, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires March 27, 1990

The address of the within-named Mortgagee
144 E. DeKalb Pike
King of Prussia, Pa. 19406
On behalf of the Mortgagee

NOTICE

University Real Estate Co.

to

Acceptance Associates of
America, Inc., a Pa. Corp.

Premises "A": 625 W. Front St.
Berwick, Columbia County, Pa.

Premises "B": 147 W. 1st Ave.
Catawissa, Columbia County, Pa.

Premises "C": 317 E. 7th St., Berwick, Pa.
Premises "D": 420 W. Main St.,
Bloomsburg, Pa.

John C. Clark Co., Phila. 1981

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

FILED

MAY 07 1987

MARGARET A. S.
BANKRUPTCY CLERK

IN RE:

University Real Estate Co.,
Debtor

ACCEPTANCE ASSOCIATES OF
AMERICA, Movant

v.
UNIVERSITY REAL ESTATE CO.,
Respondent

BANKRUPTCY NO. 5-87-00136

ENTRY OF DEFAULT JUDGMENT AND ORDER MODIFYING STAY TO PERMIT
THE FORECLOSURE OF LIEN UPON REAL ESTATE OF DEBTOR

AND NOW, this 7th day of May, 1987, it appearing of record
that University Real Estate Co. Respondent,
has failed to plead or otherwise defend the above proceeding within 20 days
from the date of issuance of Order, and upon motion of Stephen Raslavich,
Esq., counsel for Movant, pursuant to Rule 7055 of the Rules of Bankruptcy
Procedure, it is hereby

ORDERED that judgment by default is entered against the Respondent
University Real Estate Co. in
accordance with said Rule 7055; and further that the stay imposed by § 362(a)
of the Bankruptcy Code be, and hereby is, modified to permit the Movant, Acceptance
Associates of America to proceed to foreclosure on its mortgage
recorded in Columbia County in M.B. 363, p. 092 as described in its
motion on file herein.

It is further ORDERED that a copy of the judgment be served by mail in
the manner provided by Rule 7005 on the party against whom the judgment is
entered.

BY THE COURT


THOMAS C. GIBBONS
Bankruptcy Judge

BY _____
ATTORNEYBY _____
ATTORNEY

A-UR-5

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

UNIVERSITY REAL ESTATE CO.,

Debtor

BK NO. 5-87-00136

ACCEPTANCE ASSOCIATES OF
AMERICA,

Movant

VS.

UNIVERSITY REAL ESTATE CO.,

Respondent

MARGARET A. SMITH
CLERK

ORDER

AND NOW this 19th day of June, 1987,
upon consideration of the attached Petition and Motion of
Counsel, it is hereby

ORDERED and DIRECTED that Acceptance Associates of
America, the Movant, show cause why the Judgment in Default and
Modification of the Automatic Stay pursuant thereto should not be
set aside as herein set forth.

It is further ORDERED and DIRECTED that a hearing be
held on the 9th day of July, 1987 at 10:00 o'clock A.
M., in Court Room No. 1, Federal Building, 197 South Main Street,
Wilkes-Barre, Pennsylvania. All proceedings for enforcement of
said mortgage to be stayed pending this hearing.

*Thomas C. Gibbons*THOMAS C. GIBBONS
Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

UNIVERSITY REAL ESTATE CO.,

Debtor

BK NO. 5-87-00136

ACCEPTANCE ASSOCIATES OF
AMERICA,

Movant

VS.

UNIVERSITY REAL ESTATE CO.,

Respondent

JUL 17 1987
MARGARET A. SMITH
CLERK

PETITION TO SET ASIDE DEFAULT JUDGMENT

TO: THE HONORABLE THOMAS C. GIBBONS, BANKRUPTCY JUDGE

The above named Debtor/Respondent, University Real Estate Co., (hereafter "Debtor"), respectfully petitions this Honorable Court to set aside the Entry of Default Judgment and Order Modifying Stay for the reasons hereafter set forth:

1. The Debtor filed a Petition pursuant to Chapter 11 of the United States Bankruptcy Code on March 4, 1987. No Statement of Affairs or Schedules have yet been filed by the Debtor, but proper Court authorization for an extension of time to file the same has been received.

2. The Movant filed for relief from the automatic stay on or about April 14, 1987, and obtained an Order of this Court dated May 7, 1987, directing the Debtor to respond within twenty (20) days of such date. The pleading was mailed on April 16,

The said Lori Hoffa fail . to turn over or bring to the attention of the Debtor's only principal officer the pleading and Court Order received from the Movant. The Debtor has only one principal officer, and he was away from the office on April 20, 1987.

4. The Debtor was unaware of the pleading until it received notice of the Entry of Default Judgment and Order Modifying Stay on or about May 12, 1987.

5. The Debtor's failure to file a responsive pleading was due to inadvertence as stated in the Affidavit of Lori Hoffa which is attached herto as Exhibit "A".


6. The Debtor plans for the orderly liquidation of much of the secured collateral, and it has arranged by Agreement of Sale to sell one parcel of real estate covered by the Movant's Mortgage. Relief from the stay will seriously impair the Debtor's ability to implement its Plan of Reorganization.

7. The Movant will not be adversely affected by proving entitlement to relief from the automatic stay rather than obtaining the same through the inadvertence of a person at the Debtor's principal place of business.

8. WHEREFORE, the Debtor respectfully requests this Honorable Court to set aside its Default Judgment, accept the Debtor's responsive pleading, and set the matter for hearing on the Movant's request for relief, staying the Movant from proceeding to foreclose on its Mortgage until further Order of this Court and restrain further enforcement of this matter

pending said hearing.

Respectfully submitted,



STEPHEN G. BRESSET, ESQUIRE
Attorney for Debtor/Respondent

LAW OFFICES OF JONATHAN DEYOUNG
By: David I. Davis, Esquire
Attorney I.D. No. 29991
144 East DeKalb Pike
King of Prussia, PA 19406
(215) 265-4600

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

FIRST PENNSYLVANIA BANK, N.A.
CENTRAL PENN NATIONAL BANK,
FIDELITY BANK, N.A., AND
HAMILTON BANK, Assignees as
their interests may appear by
and through ACCEPTANCE
ASSOCIATES OF AMERICA, INC.,
Assignor

Plaintiff

vs.

UNIVERSITY REAL ESTATE CO.,
KLINE HEATING AND AIR
CONDITIONING, CHARLES R.
SHOTWELL, JR., and LINDA
B. SHOTWELL, husband and wife

Defendant

: No. 1064 - 1986

: CIVIL ACTION - LAW

: COMPLAINT FOR CONFESSION
: OF JUDGMENT

ORDER

AND NOW, this day of , 1987, the foregoing
Stipulation of the parties is hereby made an Order of this
Court.

By the Court:

J.

LAW OFFICES OF JONATHAN DEYOUNG
By: David I. Davis, Esquire
Attorney I.D. No. 29991
144 East DeKalb Pike
King of Prussia, PA 19406
(215) 265-4600

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

FIRST PENNSYLVANIA BANK, N.A.	:	No. 1064 - 1986
CENTRAL PENN NATIONAL BANK,		
FIDELITY BANK, N.A., AND		
HAMILTON BANK, Assignees as		
their interests may appear by		
and through ACCEPTANCE		
ASSOCIATES OF AMERICA, INC.,		
Assignor		
Plaintiff	:	
vs.	:	CIVIL ACTION - LAW
UNIVERSITY REAL ESTATE CO.,	:	
KLINE HEATING AND AIR		
CONDITIONING, CHARLES R.		
SHOTWELL, JR., and LINDA	:	COMPLAINT FOR CONFESSION
B. SHOTWELL, husband and wife	:	OF JUDGMENT
Defendant	:	

S T I P U L A T I O N

WHEREAS, on September 29, 1986, Plaintiff filed a Complaint for Confession of Judgment indexed to the within term and number in the gross amount of Two Hundred Forty Two Thousand Five Hundred Twenty Nine Dollars and Eighty Five Cents (\$242,529.85); and

WHEREAS, on October 21, 1986, Defendants filed a Petition to Set Aside said confessed judgment; and

WHEREAS, Plaintiff filed an Answer thereto on November 7, 1986; and

WHEREAS, the parties resolved their differences pursuant to a Stipulation which provided for the amendment of the amount of judgment entered by confession, reducing the same to \$112,173.29; which Stipulation was approved by Order of this Court dated January 14, 1987; and

WHEREAS, the parties have agreed to a further amendment changing the amount of the judgment to reflect additional accrued interest and professional fees.

NOW, THEREFORE, it is hereby stipulated and agreed that:

1. The confessed judgment is hereby amended as follows:

Principal balance:	\$ 96,824.36
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Interest:	\$ 19,236.00
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Default Charges:	\$ 917.34
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Attorneys fees:	\$ 7,800.00
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TOTAL:	\$123,698.35
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2. Plaintiff shall be permitted to execute on the amended judgment forthwith.

3. The parties further agree that this Stipulation shall be made an Order of Court.

Dated:

David I. Davis, Esquire
Attorney for Plaintiff

Dated:

Attorney for Defendants

LAW OFFICES OF JONATHAN DeYOUNG
By: David I. Davis, Esq.
Attorney I.D. No. 29991
144 East DeKalb Pike
King of Prussia, PA 19406
(215)265-4600

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FIRST PENNSYLVANIA BANK, N.A.,	:	NO. 1129-1986
CENTRAL PENN NATIONAL BANK,	:	EXECUTION NO. 3-1987
FIDELITY BANK, N.A., and	:	
HAMILTON BANK, Assignees as	:	
their interests may appear by	:	
and through ACCEPTANCE ASSOCIATES	:	
OF AMERICA, INC., Assignor,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
UNIVERSITY REAL ESTATE COMPANY,	:	
INC.,	:	
	:	
Defendant.	:	

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of real property (real estate) will be held on Tuesday, February 9, 1988 in the Office of the Sheriff of Columbia County, Bloomsburg, Pennsylvania, at 11:00 (a.m.) ~~(X.X)~~.

The properties to be sold are delineated in detail in legal descriptions mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the building and any other major improvements erected on the land. (SEE DESCRIPTIONS ATTACHED)

The location of your properties to be sold are: 625 West Front Street, Berwick, Columbia County, Pennsylvania 18603 and 147 West First Avenue, Catawissa, Columbia County, Pennsylvania 17820.

The judgment under or pursuant to which your properties are being sold is docketed to No. 1129-1986 in Columbia County, Pennsylvania.

The name of the owner or reputed owner of these properties is UNIVERSITY REAL ESTATE COMPANY, INC.

A schedule of distribution, being a list of the persons and or governmental or corporate entities or agencies being entitled to receive a part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff within thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed. Information about the schedule of distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, Columbia County Court House, Bloomsburg, Pennsylvania 17815, (717)784-1991.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTIES. It has been issued because there is a judgment against you. It may cause your properties to be held to be sold or taken to pay the judgment. You may have legal rights to prevent your properties 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. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

SUSQUEHANNA LEGAL SERVICES
36 W. MAIN STREET
BLOOMSBURG, PA 17815
(717)784-8760

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of Columbia County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for

a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's deed is delivered.

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County at one of the Court's regularly scheduled business court sessions. The petition must be served on the attorney for the creditor or on the creditor at least two (2) business days before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Court House, Bloomsburg, Pennsylvania 17815, before presentation of the petition to the Court.

LAW OFFICES OF JONATHAN DeYOUNG

By: David I. Davis
DAVID I. DAVIS, ESQ.

PREMISES "A"

LEGAL DESCRIPTION

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 northerly side of West Front Street at the southwest corner of land now or late of Ray A. Yorks and Nellie Yorks, his wife; thence along the same in a straight line extending the full length, north and south of the center partition in the large brick dwelling house located on this plot to the southerly side of West Third Street; thence along West Third Street South seventy degrees forty-four minutes West to a public road; thence along said road South one degree thirty minutes East 158.6 feet more or less to West Front Street aforesaid; thence along the same North 87 degrees forty minutes East to a point, the place of beginning.

BEING the same premises which John W. Yorks and Shirley J. Yorks, both single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 340, Page 564, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or 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 northerly side of West Front Street in line with land now or late of William E. Schmidt; thence along the same north 2 degrees 20 minutes West 186.28 feet to a stake on the southerly side of West Third Street; thence along West Third Street south 70 degrees 44 minutes West a distance of 46.12 feet, more or less, to a point at the northeast corner of other land now or late of the Grantors, said point being where a straight line drawn along the exact center of a center partition separation the large brick dwelling house into two equal parts and intersect this course; thence south along other land now or late of the Grantors and along a straight line which goes along the exact center of the center partition which divides said large brick dwelling house into two parts and extending in a straight line to a point where said straight line intersects the northern boundary of West Front Street; thence along West Front Street north 87 degrees 40 minutes east to a point, the place of beginning.

BEING the same premises which John W. Yorks, single, and Shirley J. Yorks, single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 340, Page 562, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "B"

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN pieces, parcels and tract of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

TRACT #1

BEGINNING at an iron pin on the westerly right-of-way of First Street, said pin being at the northeast corner of lands of Luther and Mary B. Howe, said pin also being 36.89 feet distance on a course running south 27 degrees 45 minutes west from the southwest corner of First Street and Pine Street; thence along the northerly line of lands of said Howe north 62 degrees 02 minutes 40 seconds west 89.87 feet to an iron pin corner on the easterly right-of-way of lands of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 37 seconds east 37.42 feet to an iron pin on the southerly right-of-way of Pine Street; thence along the southerly right-of-way of Pine Street south 62 degrees 02 minutes 40 seconds east 96.04 feet to a point at the southwest corner of First Street and Pine Street; thence along the westerly right-of-way of First Street south 27 degrees 45 minutes west 36.89 feet to the place of beginning. CONTAINING 3,328.69 square feet of land in all.

PROVIDED, HOWEVER, that this deed is made, executed, and accepted upon and is subject to certain express conditions and covenants set forth particularly in Deed Book 288, Page 965.

TRACT #2

FRONTING on First Street in the Borough of Catawissa and being 61 feet wide on First Street and extending the same south to right-of-way of the Pennsylvania Railroad Company and adjoining lands of Wilbert Stadler on the north and land of Henry Reese Estate on the south, First Street on the east, and the Railroad Company on the west.

BEING THE SAME PREMISES, which Luther Howe and Mary B. Howe, husband and wife, by deed dated October 12, 1979, and recorded in Columbia County, Deed Book 294 at Page 1046, granted and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and I. Ann Prosseda, husband and wife, grantors herein.

BEING PREMISES 147 West First Avenue, Catawissa, Pennsylvania 17820.

LAW OFFICES OF JONATHAN DeYOUNG
By: David I. Davis, Esq.
Attorney I.D. No. 29991
144 East DeKalb Pike
King of Prussia, PA 19406
(215)265-4600

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FIRST PENNSYLVANIA BANK, N.A.,	:	NO. 1129-1986
CENTRAL PENN NATIONAL BANK,	:	EXECUTION NO. 3-1987
FIDELITY BANK, N.A., and	:	
HAMILTON BANK, Assignees as	:	
their interests may appear by	:	
and through ACCEPTANCE ASSOCIATES	:	
OF AMERICA, INC., Assignor,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
UNIVERSITY REAL ESTATE COMPANY,	:	
INC.,	:	
	:	
Defendant.	:	

NOTICE PURSUANT TO PA R.C.P. 3129

NOTICE IS HEREBY GIVEN to the following parties who hold one or more mortgage, judgment, or tax lien against or have an interest in the real estate of UNIVERSITY REAL ESTATE COMPANY, INC.:

(1) CHRYSLER FIRST BUSINESS CREDIT CORPORATION, c/o Samuel A. Scott, Esq., The B & B Building, 546 Hamilton Street, Allentown, Pennsylvania 18101.

(2) MUNICIPAL AUTHORITY OF TOWN OF BLOOMSBURG, c/o Charles B. Pursel, Esq., 238 Market Street, Bloomsburg, Pennsylvania 17815.

(3) HARRY MULHALL, 8 West First Street, Hazleton, Pennsylvania 18201.

(4) SHIRLEY J. YORKS, 1900 North Market Street, Berwick, Pennsylvania 18603.

(5) BOROUGH OF BERWICK, 211 West Second Street, Berwick, Pennsylvania 18603.

(6) BOROUGH OF CATAWISSA, 214 North Street, Catawissa, Pennsylvania 17820.

YOU ARE HEREBY NOTIFIED that on February 9, 1988 at 11:00 (a.m.) ~~10:00~~ by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, on the judgment of FIRST PENNSYLVANIA BANK, N.A., et al. versus UNIVERSITY REAL ESTATE COMPANY, INC., No. 1129-1986, the Sheriff of Columbia County, Pennsylvania, will expose at public sale in the Office of the Sheriff of Columbia County, Bloomsburg, Pennsylvania, real estate of UNIVERSITY REAL ESTATE COMPANY, INC. known and numbered as 625 West Front Street, Berwick, Columbia County, Pennsylvania 18603 and 147 West First Avenue, Catawissa, Columbia County, Pennsylvania 17820. Descriptions of said real estate are hereto attached.


YOU ARE FURTHER NOTIFIED that a schedule of proposed distribution will be filed by the Sheriff of Columbia County on February 10, 1988 and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

YOU ARE FURTHER NOTIFIED that the lien you hold against said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, being notified of said Sheriff's Sale.

LAW OFFICES OF JONATHAN DeYOUNG

Date: 12/15/87

By:



DAVID I. DAVIS, ESQ.

PREMISES "A"

LEGAL DESCRIPTION

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 northerly side of West Front Street at the southwest corner of land now or late of Ray A. Yorks and Nellie Yorks, his wife; thence along the same in a straight line extending the full length, north and south of the center partition in the large brick dwelling house located on this plot to the southerly side of West Third Street; thence along West Third Street South seventy degrees forty-four minutes West to a public road; thence along said road South one degree thirty minutes East 158.6 feet more or less to West Front Street aforesaid; thence along the same North 87 degrees forty minutes East to a point, the place of beginning.

BEING the same premises which John W. Yorks and Shirley J. Yorks, both single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 340, Page 564, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or 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 northerly side of West Front Street in line with land now or late of William E. Schmidt; thence along the same north 2 degrees 20 minutes West 186.28 feet to a stake on the southerly side of West Third Street; thence along West Third Street south 70 degrees 44 minutes West a distance of 46.12 feet, more or less, to a point at the northeast corner of other land now or late of the Grantors, said point being where a straight line drawn along the exact center of a center partition separation the large brick dwelling house into two equal parts and intersect this course; thence south along other land now or late of the Grantors and along a straight line which goes along the exact center of the center partition which divides said large brick dwelling house into two parts and extending in a straight line to a point where said straight line intersects the northern boundary of West Front Street; thence along West Front Street north 87 degrees 40 minutes east to a point, the place of beginning.

BEING the same premises which John W. Yorks, single, and Shirley J. Yorks, single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 340, Page 562, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "B"

LEGAL DESCRIPTION

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TRACT #1

BEGINNING at an iron pin on the westerly right-of-way of First Street, said pin being at the northeast corner of lands of Luther and Mary B. Howe, said pin also being 36.89 feet distance on a course running south 27 degrees 45 minutes west from the southwest corner of First Street and Pine Street; thence along the northerly line of lands of said Howe north 62 degrees 02 minutes 40 seconds west 89.87 feet to an iron pin corner on the easterly right-of-way of lands of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 37 seconds east 37.42 feet to an iron pin on the southerly right-of-way of Pine Street; thence along the southerly right-of-way of Pine Street south 62 degrees 02 minutes 40 seconds east 96.04 feet to a point at the southwest corner of First Street and Pine Street; thence along the westerly right-of-way of First Street south 27 degrees 45 minutes west 36.89 feet to the place of beginning. CONTAINING 3,328.69 square feet of land in all.

PROVIDED, HOWEVER, that this deed is made, executed, and accepted upon and is subject to certain express conditions and covenants set forth particularly in Deed Book 288, Page 965.

TRACT #2

FRONTING on First Street in the Borough of Catawissa and being 61 feet wide on First Street and extending the same south to right-of-way of the Pennsylvania Railroad Company and adjoining lands of Wilbert Stadler on the north and land of Henry Reese Estate on the south, First Street on the east, and the Railroad Company on the west.

BEING THE SAME PREMISES, which Luther Howe and Mary B. Howe, husband and wife, by deed dated October 12, 1979, and recorded in Columbia County, Deed Book 294 at Page 1046, granted and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and I. Ann Prosseda, husband and wife, grantors herein.

BEING PREMISES 147 West First Avenue, Catawissa, Pennsylvania 17820.

LAW OFFICES OF JONATHAN DeYOUNG
By: David I. Davis, Esq.
Attorney I.D. No. 29991
144 E. DeKalb Pike
King of Prussia, PA 19406
(215)265-4600

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FIRST PENNSYLVANIA BANK, N.A.,	:	NO. 1129-1986
CENTRAL PENN NATIONAL BANK,	:	EXECUTION NO. 3-1987
FIDELITY BANK, N.A., and	:	
HAMILTON BANK, Assignees as	:	
their interests may appear	:	
by and through ACCEPTANCE	:	
ASSOCIATES OF AMERICA, INC.,	:	
Assignor,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
UNIVERSITY REAL ESTATE COMPANY,	:	
INC.,	:	
	:	
Defendant.	:	

AFFIDAVIT OF NOTICE UNDER RULE 3129

ACCEPTANCE ASSOCIATES OF AMERICA, INC., plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at 625 West Front Street, Berwick, Columbia County, Pennsylvania 18603 and 147 West First Avenue, Catawissa, Columbia County, Pennsylvania 17820. (See legal descriptions attached as Exhibits "A" and "B" respectively.)

1. The name and address of the owner(s) or reputed owner(s)

of the real property:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

UNIVERSITY REAL ESTATE

317 EAST 7TH STREET

COMPANY, INC.

BERWICK, PA 18603

2. Name and address of defendant(s) in the judgment:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

UNIVERSITY REAL ESTATE

317 EAST 7TH STREET

COMPANY, INC.

BERWICK, PA 18603

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

MUNICIPAL AUTHORITY OF TOWN
OF BLOOMSBURG

C/O CHARLES B. PURSEL, ESQ.
238 MARKET STREET
BLOOMSBURG, PA 17815

HARRY MULHALL

8 WEST FIRST STREET
HAZLETON, PA 18201

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

of the real property:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

2. Name and address of defendant(s) in the judgment:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

BOROUGH OF BERWICK

211 WEST SECOND STREET
BERWICK, PA 18603

BOROUGH OF CATAWISSA

214 NORTH STREET
CATAWISSA, PA 17820

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

CHRYSLER FIRST BUSINESS

CREDIT CORPORATION

C/O SAMUEL A. SCOTT, ESQ.

THE B & B BUILDING

546 HAMILTON STREET

ALLENTOWN, PA 18101

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

NONE

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

SHIRLEY J. YORKS

1900 NORTH MARKET STREET

BERWICK, PA 18603

VERIFICATION

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Sec. 4904 relating to unsworn falsification to authorities.

LAW OFFICES OF JONATHAN DeYOUNG

Dated: 12/15/87

By: _____



DAVID I. DAVIS, ESQ.
ATTORNEY FOR PLAINTIFF

PREMISES "A"

LEGAL DESCRIPTION

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 northerly side of West Front Street at the southwest corner of land now or late of Ray A. Yorks and Nellie Yorks, his wife; thence along the same in a straight line extending the full length, north and south of the center partition in the large brick dwelling house located on this plot to the southerly side of West Third Street; thence along West Third Street South seventy degrees forty-four minutes West to a public road; thence along said road South one degree thirty minutes East 158.6 feet more or less to West Front Street aforesaid; thence along the same North 87 degrees forty minutes East to a point, the place of beginning.

BEING the same premises which John W. Yorks and Shirley J. Yorks, both single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 340, Page 564, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN piece or 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 northerly side of West Front Street in line with land now or late of William E. Schmidt; thence along the same north 2 degrees 20 minutes West 186.28 feet to a stake on the southerly side of West Third Street; thence along West Third Street south 70 degrees 44 minutes West a distance of 46.12 feet, more or less, to a point at the northeast corner of other land now or late of the Grantors, said point being where a straight line drawn along the exact center of a center partition separation the large brick dwelling house into two equal parts and intersect this course; thence south along other land now or late of the Grantors and along a straight line which goes along the exact center of the center partition which divides said large brick dwelling house into two parts and extending in a straight line to a point where said straight line intersects the northern boundary of West Front Street; thence along West Front Street north 87 degrees 40 minutes east to a point, the place of beginning.

BEING the same premises which John W. Yorks, single, and Shirley J. Yorks, single, by Deed dated October 1, 1984, and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 340, Page 562, granted and conveyed unto Shirley J. Yorks, in fee.

BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "B"

LEGAL DESCRIPTION

ALL THOSE TWO CERTAIN pieces, parcels and tract of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

TRACT #1

BEGINNING at an iron pin on the westerly right-of-way of First Street, said pin being at the northeast corner of lands of Luther and Mary B. Howe, said pin also being 36.89 feet distance on a course running south 27 degrees 45 minutes west from the southwest corner of First Street and Pine Street; thence along the northerly line of lands of said Howe north 62 degrees 02 minutes 40 seconds west 89.87 feet to an iron pin corner on the easterly right-of-way of lands of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 37 seconds east 37.42 feet to an iron pin on the southerly right-of-way of Pine Street; thence along the southerly right-of-way of Pine Street south 62 degrees 02 minutes 40 seconds east 96.04 feet to a point at the southwest corner of First Street and Pine Street; thence along the westerly right-of-way of First Street south 27 degrees 45 minutes west 36.89 feet to the place of beginning. CONTAINING 3,328.69 square feet of land in all.

PROVIDED, HOWEVER, that this deed is made, executed, and accepted upon and is subject to certain express conditions and covenants set forth particularly in Deed Book 288, Page 965.

TRACT #2

FRONTING on First Street in the Borough of Catawissa and being 61 feet wide on First Street and extending the same south to right-of-way of the Pennsylvania Railroad Company and adjoining lands of Wilbert Stadler on the north and land of Henry Reese Estate on the south, First Street on the east, and the Railroad Company on the west.

BEING THE SAME PREMISES, which Luther Howe and Mary B. Howe, husband and wife, by deed dated October 12, 1979, and recorded in Columbia County, Deed Book 294 at Page 1046, granted and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and I. Ann Prosseda, husband and wife, grantors herein.

BEING PREMISES 147 West First Avenue, Catawissa, Pennsylvania 17820.

VICTOR VANDLING
To JEREMIAH R. XE ANEY
COURT HOUSE
NEW TOWN, PA.
BLOOMSBURG

DECEMBER '5 _____, 19 87

Sir:—There will be placed in your hands for service a Writ of

EXECUTION

FIRST PENNSYLVANIA BANK,
N.A., et al.

Plaintiff

vs.

UNIVERSITY REAL ESTATE CO.,
INC. Defendant

No. 1129-1986

Term 19 86

, Styled as follows:

Instructions

If Writ of Execution, state what shall be seized and levied upon, and in what order. If Real Estate, attach copies of description together with location of premises. In all services give information as to parties to be served with addresses, etc.

LEVY UPON AND SELL THE REAL ESTATE OF THE DEFENDANT LOCATED
AT 625 WEST FRONT STREET, BERWICK, PENNSYLVANIA 18603 and
147 WEST FIRST AVENUE, CATAWISSA, PENNSYLVANIA 17820. SERVE
UNIVERSITY REAL ESTATE COMPANY, INC. AT 317 EAST 7TH STREET,
BERWICK, PENNSYLVANIA 18603.

WAIVER OF WATCHMAN—Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whoever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

Additional costs shall be advanced when Sheriff is ordered to proceed to sale.



Attorney for Plaintiff

\$

Enclosed

PREMISES "A"

LEGAL DESCRIPTION

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 northerly side of West Front Street at the southwest corner of land now or late of Ray A. Yorks and Nellie Yorks, his wife; thence along the same in a straight line extending the full length, north and south of the center partition in the large brick dwelling house located on this plot to the southerly side of West Third Street; thence along West Third Street South seventy degrees forty-four minutes West to a public road; thence along said road South one degree thirty minutes East 158.6 feet more or less to West Front Street aforesaid; thence along the same North 87 degrees forty minutes East to a point, the place of beginning.

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LEGAL DESCRIPTION

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BEING PREMISES 625 West Front Street, Berwick, Pennsylvania, 18603.

PREMISES "B"

LEGAL DESCRIPTION

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BEGINNING at an iron pin on the westerly right-of-way of First Street, said pin being at the northeast corner of lands of Luther and Mary B. Howe, said pin also being 36.89 feet distance on a course running south 27 degrees 45 minutes west from the southwest corner of First Street and Pine Street; thence along the northerly line of lands of said Howe north 62 degrees 02 minutes 40 seconds west 89.87 feet to an iron pin corner on the easterly right-of-way of lands of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 37 seconds east 37.42 feet to an iron pin on the southerly right-of-way of Pine Street; thence along the southerly right-of-way of Pine Street south 62 degrees 02 minutes 40 seconds east 96.04 feet to a point at the southwest corner of First Street and Pine Street; thence along the westerly right-of-way of First Street south 27 degrees 45 minutes west 36.89 feet to the place of beginning. CONTAINING 3,328.69 square feet of land in all.

PROVIDED, HOWEVER, that this deed is made, executed, and accepted upon and is subject to certain express conditions and covenants set forth particularly in Deed Book 288, Page 965.

TRACT #2

FRONTING on First Street in the Borough of Catawissa and being 61 feet wide on First Street and extending the same south to right-of-way of the Pennsylvania Railroad Company and adjoining lands of Wilbert Stadler on the north and land of Henry Reese Estate on the south, First Street on the east, and the Railroad Company on the west.

BEING THE SAME PREMISES, which Luther Howe and Mary B. Howe, husband and wife, by deed dated October 12, 1979, and recorded in Columbia County, Deed Book 294 at Page 1046, granted and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and I. Ann Prosseda, husband and wife, grantors herein.

BEING PREMISES 147 West First Avenue, Catawissa, Pennsylvania 17820.

December 15, 1987

Ms. Sue Beaver
SHERIFF'S DEPARTMENT OF
COLUMBIA COUNTY
Columbia County Court House
Bloomsburg, PA 17815

JONATHAN D. YOUNG
DAVID I. DAVIS

JOHN L. WALSH
KENNETH N. GURICH
ELAINE M. ROSS
*also Member of New Jersey Bar

RALPH I. SAULINO, C.P.A.
JOHN L. WALSH
Field Representative
MARGUERITE A. WALSH
Office Administrator

RE: First Pennsylvania Bank, N.A., et al.
vs. University Real Estate Co., Inc.
Civil Action No. 1129-1986, Exec. No. 3

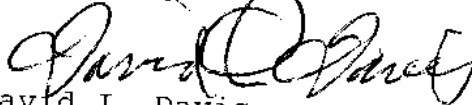
Dear Sue:

As per your request, enclosed please find original Affidavit of Notice Under Rule 3129, original Notice of Sheriff's Sale of Real Property Pursuant to Pennsylvania Rule of Civil Procedure 3129, original Notice Pursuant to Pa. R.C.P. 3129, and original Waiver of Watchman with reference to the above-captioned action. These documents pertain to 625 West Front Street, Berwick, Pennsylvania 18603 and 147 West First Avenue, Catawissa, Pennsylvania 17820.

Please advise should you require any further information.

Thank you.

Very truly yours,


David I. Davis

DID/li

Enclosures

December 1, 1987

Ms. Sue Beaver
SHERIFF'S DEPARTMENT OF
COLUMBIA COUNTY
Columbia County Court House
Bloomsburg, PA 17815

JONATHAN DeYOUNG
DAVID I. DAVIS

JOHN L. WALSH
KENNETH N. GJURICH*
FLAINE M. ROSS
MARC B. COHEN**
*also Member of New Jersey Bar
**also Member of Florida Bar

RE: First Pennsylvania Bank, N.A., et al.
vs. University Real Estate Company, Inc.
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RALPH J. SAULINO, C.P.A.
JOHN L. WALSH
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Office Administrator

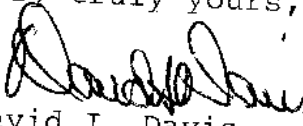
Dear Sue:

As per your request, enclosed please find an original and three copies of a new Writ of Execution with reference to the above matter. Please note that premises 420 West Main Street, Bloomsburg, Pennsylvania 17815 has been deleted and has been replaced with premises 147 West First Avenue, Catawissa, Pennsylvania 17820. In addition, you will also find enclosed legal descriptions for the subject premises.

Please call if you have any questions or problems.

Thank you.

Very truly yours,


David I. Davis

DID/li

Enclosures

In the Court of Common Pleas of ^{COLUMBIA}~~Delaware~~ County, Penna.

FIRST PENNSYLVANIA BANK, N.A.,
et al.

NO. 1129-1986

VS.

TERM, 19

UNIVERSITY REAL ESTATE COMPANY,
INC.

**AFFIDAVIT UNDER SOLDIERS' AND SAILORS'
CIVIL RELIEF ACT OF 1940 AS AMENDED**

STATE OF PENNSYLVANIA }
COUNTY OF ~~DELAWARE~~ } SS:
MONTGOMERY

DAVID I. DAVIS, ESQ.,

being duly sworn according to

law deposes and says that the above named DEFENDANT, UNIVERSITY REAL ESTATE
COMPANY, INC.,

is

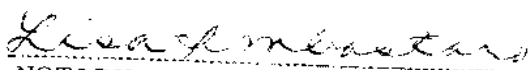
~~xxx~~ not in the military service of the United States of America as defined by the Soldiers' and
Sailors' Civil Relief Act of 1940 as amended; that said defendant (s) is ~~about~~ ~~xxxxxxxxxxxxxx~~ years of
age and ~~is~~ A PENNSYLVANIA BUSINESS CORPORATION.

LAW OFFICES OF JONATHAN DeYOUNG

By: 
DAVID I. DAVIS, ESQ.

Sworn to and subscribed
before me this 12TH
day of NOVEMBER

A. D. 19 87


NOTARY PUBLIC

Lisa M. Imbustaro, Notary Public
Norristown Boro, Montg. Co.
My Commission Expires Sept. 5, 1988

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

FIRST PENNSYLVANIA BANK, N.A.,
et al.

vs

UNIVERSITY REAL ESTATE COMPANY,
INC.

In the Court of Common Pleas of
Montgomery County, Pennsylvania.

COLUMBIA

No. 1129-1986

EXECUTION NO. 3-1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania

County of ~~Montgomery~~
Columbia

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):

LEVY UPON AND SELL THE REAL ESTATE LOCATED AT 625 WEST FRONT STREET, BERWICK, COLUMBIA COUNTY, PENNSYLVANIA 18603 and 147 WEST FIRST AVENUE, CATAWISSA, COLUMBIA COUNTY, PENNSYLVANIA 17820.

Amount Due

\$ 124,777.70

Interest from Oct. 14, 1987

\$

Total

\$

Plus costs

as endorsed.

Dated December 1, 1987

(SEAL)

James B. [Signature]
Prothonotary, Common Pleas Court of
~~Montgomery~~ County, Penna.
Columbia

By:

[Signature] Deputy
1987