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PHONE 717-752-7442 ONLY **"**∏ 20 }~ HOURS WID 9:00 TO 12:00 BERUICKS PAS 1260B MAKE OFFICIAL PAYABLE TO TUE, THUR 3 FRI 120 R EAST 3RD ST. CONNIE C. GINGHER PHONE 717-752-7442 120 R EAST 3RD ST. BERWICK, PA. 18603 DC:21 01 00:6 GEM SHOOM THE THUR S FRE > TO 5 CONNIE C. GINGHER MAKE OHEOKE PAYASLE TO BERWICK, PA 317 E.7TH ST UNIVERSITY REAL ESTATE HOUSELECK BOROUGH BORRECK PA UNIVERSITY REAL ESTATE CU 317 EAST 7TH ST LEERSICK BOROUGH 7 DURING DISCOUNT 302 30 20 8 8603 13603 THE DISCOUNT A THE PENALTY | STANDARD COLORS OF THE PENALTY | STAN THE DISCOUNT & THE PENALTY FOR YOUR CONVENIENCE. SCHOOL 2.E. SCHOOL R. E. BERWICK AREA SCHOOL NCTA:E0830 BERWICK AREA SCHOOL DISTRICT DESCRIPTION THE TWO TO SUIT OF MUST BE RESURNED OF A COUR PAYMENT SCHOOL ACCT NO TOOHOS BUILDINGS LINE TY ALTHOREM, LUCCHARGON THE TAX CONTON VIOLENCE BY BY LONG CONTON PENALTY ATPROPERTY DESCRIPTION ACCT NO. BUILDINGS LIERREG 1042-6×78AV W FRONT 1/2 501 THE PARTY OF THE である。 である。 でもお NSSESSMENT 04.3-4-158-A ASSESSMENT | 16159 16158 3200p07.00 TOTAL DISTRICT WILLS 335.55 367.01 2,430 3,500 1,076 3,200 OCT 31 OF SEFORE 07/01/86 TO COURT THE TAX JANUARY HIS TAX 07/01/86 JANUARY TAUCOURT 342,40 342,40 74.50 HOUSE 23, 1987 RETURNED 23, 1987 HOUSE RETURNED AFTER A S 90 23 99990 CN THE 6 393.25 359,52 NO POLATA 8448 359.52

March 6, 1987

#### JONATHAN DeYOUNG DAVID I. DAVIS

JOHN L. WALFISH KENNETH N. GJURICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY L. STAUFFER Conveyancer/Legal Assistant RALPH J. SAULINO, C.P.A. JOHN L. WALSH Field Representative MARGUERITE A. WALSH Office Administrator Sheriff of Columbia County Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

ATTN: Deputy Sheriff Connie Breech

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

Dear Connie:

As per your request, enclosed please find our firm check in the amount of \$103.15 representing costs in the above-noted matter.

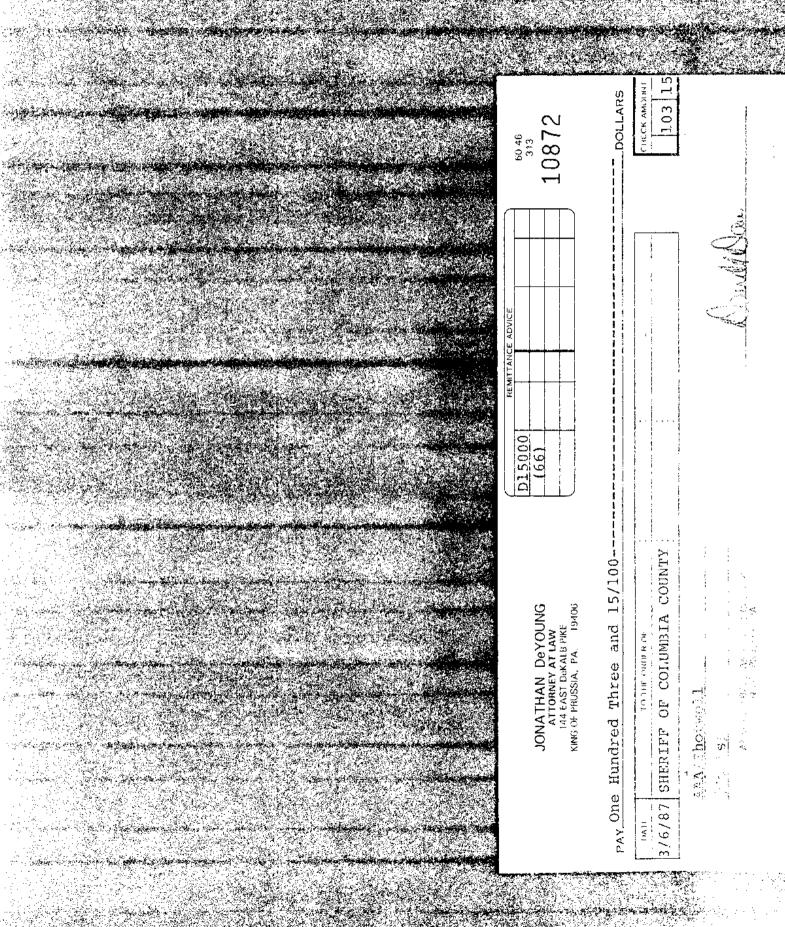
Thank you.

Very truly yours,

David T. Davis

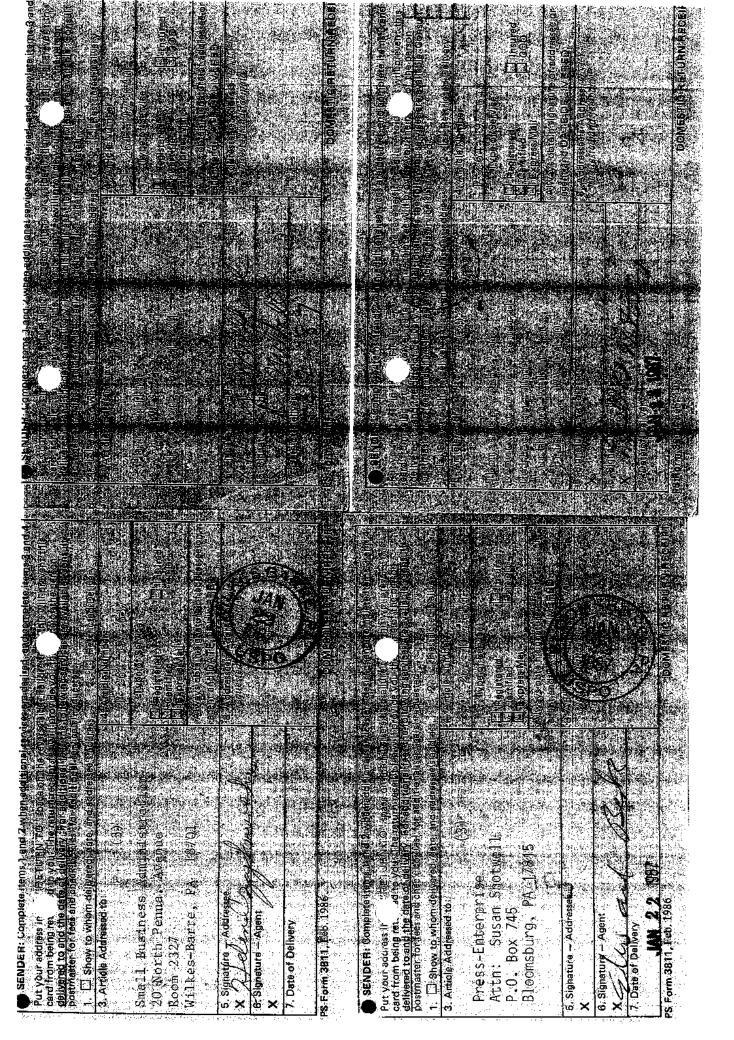
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Enclosure



SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 an Put your address in "RETURN TO" space on the reverse side. Failure to his will prevent this card from being retu. If you, The return receipt fee will provide you the left the date of delivery. For additional fees the following services are services.	postmaster for fees and check box(es) for additional service(s) requested.	Idressed to: (3) 4. Article Number	24	PA 18603		A huave obtain signature	7	S. Addressee  X. Addressee's Address (ONLY if requested and fee paid)	6 Signature - Agent	7. Date of Delivery	A f - comment	PS Form 3811, Feb. 1986 DOMESTIC RETURN RECE	olete items 1 and 2 when additional services are desired	Put your address in "RETURN TO" space on the reverse side. Failure to his soil provens this card from being returned to you. The return receipt fee will provide you the he of the person	delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(ec) for additional service(s) requested.	1. 🗌 Show to whom delivered, date, and addressee's address. 2. 📋 Restricted Delivery.	1. Article	mpany		Berwick, PA 18603 Express Mail	Always obtain signature of addressee or		b. Signature — Addressee  8. Addressee's Addressee  X	6. Signature — Agent	7. Date of Delivery	PS Form 3811, Feb. 1986  DOMESTIC RETURN RECEIF
re to do is we suffice the control of the control o	3. Article Addressed to: (3) 4. Article Number	Barbara Hunding	Type of Service:		Bloomsburg, PA 17815 Always obtain signature of aridrasses or		3. Signature – Addressee S. Addressee's Addressee's Addressee X. V.	Signature - Agent	7 Potent Police	CAST OF THE PARTY	S Form 3811, Feb. 1986  DOMESTIC RETURN RECEIPT		SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.	Card from beling retu d to you. The return receipt fee will provide you the no of the person delivered to and the date of delivery.	postmisster for fees and cheek box(es) for additional service (s) requested.	1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery.	(3)   4. Arti	_	th Street	Berwick, PA 18603 Certified CoD	Always obtain signature of addressee or	Signature - Addlessee	- 1	Signature – Agent	. Date of Delivery	Form 3811, Feb. 1986  DOMESTIC RETURN RECEIPT

AND THE PERSON NAMED TO SERVICE AND THE PERSON NAMED TO SERVING NAMED TO SERVICE AND THE PERSON NAMED TO SERVICE AND THE PERSO			A STATE OF THE STA			
CONTRACTOR	COLLECTOR OF THE SECOND OF THE	190 A STATE OF THE REPORT OF T	Service of a construction of the construction	Seed (gate, and gophesing supplies:  (4) Antique Number (5)  (5) Antipolitic (4) Experiments (6)  (5) Antipolitic (4) Experiment (7) Experime	A STANDARD S	AND THE PROPERTY OF THE PROPER



Attorney for Petitioner MAR 0 4 1987 Address Margaret A. Smith Zip State City Clerk of the Bankruptcy Court Telephone Number UNITED STATES BANKRUP DISTRICT OF PENNSYLVANIA FOR THE MIDDLE In re University Real Estate Co. Case No. 5-87-00136 Debtor Set forth all names including trade names used by Debtor within the last six years. Social Security No. ... Debtor's Employer's Identification No. 23-2345444 VOLUNTARY PETITION UNDER CHAPTER ELEVEN □ Individual □ Husband and Wife ▼ Corporation □ Partnership 1. Petitioner's mailing address, including county, is 317 East Seventh Street Berwick, Columbia County, PA 18603. 2. Petitioner (1) has had it's principal place of business within this Distri (2) for the preceeding 180 days 3. Petitioners are qualified to file this petition and are entitled to the benefits of Title Eleven, United States Code as a voluntary debtor. 4. If petitioner is an individual whose debts are primarily consumer debts. Petitioner is aware that they may proceed under Chapter 7 or 13 of Title 11, United States Code, understands the relief available under such chapter, and chooses to proceed under Chapter 11 of such title. 5. If petitioner is an individual whose debts are primarily consumer debts and such petitioner is represented by an attorney. A declaration or an affidavit in the form of Exhibit B is attached to and made a part of this petition. A list of Creditors holding the twenty (20) largest unsecured clai accompanies this Petition. 7. 
A copy of petitioner's proposed plan dated the \_\_\_ \_ is attached. Petitioner intends to file a plan pursuant to Chapter Eleven of Title Eleven, United States Wherefore, Petitioner prays for relief in accordance with Chapter Eleven, United States Code. Code.

City State Zip

(1) Insert "has resided" or "has had his domicile" or "has had his principal place of business" or "has had his principal

Pres.

Attorney for Petitioner

Address

Petitioner signs if not represented by an attorney

University Real Estate

assets within this district."
(2) Insert "for the preceding 180 days" or "for a longer portion of the preceding 180 days than in any other district."

UNSWORN DECLARA DN UNDER PENAL	LTY OF PERJURY C . NDIVIDUALS TO PETITION
l or we	
declare under penalty of perjury that the fore	the petitioners named in the foregoing petition egoing is true and correct.
Executed on	
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	Signatura
	Signature
•	
LINSWORM DECLAR	
ONSWORN DECLARATION UNDER PENALTY	OF PERJURY ON BEHALF OF A CORPORATION
	A CORPORATION
I, Charles R. Shotwell, Jr., the authorized agent of the corporation account	D / 1
authorized agent of the corporation possed	<u> President</u>
penalty of perjury that the foregoing it	etitioner in the foregoing petition deal.
corporation has been authorized.	President  petitioner in the foregoing petition, declare under orrect and the filing of this potition.
been admonized.	or an etitioner in the foregoing petition, declare under orrect and the filing of this petition on behalf of the
Evocuted as No. 1 2	
Executed on March -3, 1987	$\sim 2$
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JNSWORN DECLARATION UNDER PENALTY OF	,
OF THE DECEMBATION UNDER PENALTY OF	PERJURY ON BEHALE OF A BARTUE
	STOP A PARTNERSHIP
amed as petitioner in the foregoing petition decla true and correct and that the filing of this petition or	er or an authorized agent of the partnership
true and correct and that the filing of this patter	ire under penalty of perjury that the foresting
true and correct and that the filing of this petition or	behalf of the partnership has been authorized
	F vias occit authorized.
Recuted on	
3	<del></del>
	Signature

# LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the Debtor's creditors holding the 20 largest unsecured claims which is prepared in accordance with Rule 1007(d) for filing in this chapter 11 (or chapter 9) case. The list does not include (1) those persons who come within the definition of insider set forth in 11 U.S.C. § 101(25), (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims, or (3) governmental units.

(1) Name of creditor and complete mailing address including zip code	(2)	(3)  Nature of claim (trade debt, bank' loan, type of judgment, etc.)	(4)	(5) Amount of claim (if secured also state value of security)
Pennsylvania Power & Light Company P.O. Box 158 Montoursville, PA 17754	Edward F. Piatkowski 1-800-336-8510 Address same as listed column 1	Trade Debt		\$3,275.68
Chapin Oil 928 E. 3rd St. Nescopeck, PA 18635	MrPaden (717) 752-5891 Address same as listed column 1	Trade Debt		687.74
Northeastern Envelope Co. Old Winola Rd. Clarks Summit PA 18411	Manager (717) 586-1061 Address same as listed column 1	Trade Debt		175.85
Eastern Bank   11 West Market A	Carey Howell (717) 826-4600 Ext. 3050 Address same as Listed column 1	Trade Debt	Unliquidated	

Date:

Debtor.

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SHERIFF'S SALE - COST SHEE	
FIRST PENNSYLVANTA DANK TO	- <del>-</del>
NO. 3 of 87 E.D. 1129 of 86 J.D.	SITY REAL ESTATE CO., INC.
DATE OF SALE: MARCH 5, 1987	420 WEST MAIN STREET BLOOMSBURG
SHERIFF'S COST OF SALE:	05W~06-4
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution OtherCOPY WORK	\$ 10.50 3.50 18.00 9.00 9.00 5.00 7.00 10.00 9.00
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	\$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
PROTHONOTARY: Liens List Deed Notarization Other	\$
RECORDER OF DEEDS: Copywork  Deed Other  TOTAL  TOTAL  TOTAL	\$ 4.25 _13.50 _2.50
Borough/Twp. & County Taxes, 19 87 School Taxes, District , 19 Delinquent Taxes, 19 86 , 19 , 19 (Total Amts.)  MUNICIPAL RENTS:	\$_275_19 
Sewer - Municipality <u>BLOOMSBURG</u> , 19 <u>86-8</u> 7 Water - Municipality, 19,	\$_479_18
SURCHARGE FEE: (State Treasurer) TOTAL	
MISCELLAMEOUS: LIEN CERTIFICATE	\$_479.18 \$_1.00 \$_5.00
TOTAL COSTS	\$ <u>5.00</u> \$ <u>1.378.96</u>

# SHERIFF'S SALE - COST SHEET

SHERIFF'S	SALE - COST SHEET
FIRST PENNSYLVANIA BANK, N.A.,et al	YS. UNIVERSITY REAL ESTATE CO., INC.
NO. 3 of 87 E.D. 1129: of 86 J.D.	
DATE OF SALE: MARCH 5, 1987	625 WEST FRONT STREET BERWICK 04.3-4-158 A
SHERIFF'S COST OF SALE:	04.3-4-158-1
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other COPY WORK	\$\frac{3.50}{18.00} \frac{18.00}{18.00} \frac{9.00}{5.00} \frac{7.00}{10.00} \frac{9.00}{4.50}
Pressafatannia	TOTAL
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	\$188_11
PROTHONOTARY: Liens List Deed Notarization Other	S
RECORDER OF DEEDS: Copywork Deed Other	TOTAL
REAL ESTATE TAXES:	TOTAL
Borough/Twp. & County Taxes, 1987 School Taxes, District , 19 Delinquent Taxes, 1986, 19 , 19 (	\$_380_83
HUNICIPAL RENTS:	TOTAL
Sewer - Municipality BERWICK	19 <u>86_8</u> 7 \$_140_00
SURCHARGE FEE: (State Treasurer)	TOTAL
MISCELLAMEOUS: LIFN CERTIFICATE	\$ <u>10.00</u>
	TOTAL
	TOTAL COSTS : \$_1655.59

## LIEN CERTIFICATE

Date	February 23, 19	987	•	
	This is to certitax liens in the listed below, as are as follows:	fy that according to Tax Claim Bureau as of December 31, 19	o our records gainst the pro 86, in Berw	, the operty lick Borough
Owner or	Reputed Owner:	University Real	Estate Con	
Former Ow	mer: Yor	ks, Shirley		
Parcel No	04.3-4-158.	A Dee	ed & Page	
Descripti	on'		d u rage	n/a
YEAR	COUNTY	TAX DISTRICT	CCHOOL	
1986	n/a	n/a	SCHOOL	TOTAL
		11/a	362.05	362_05
		·	TCB FEE	15.00
	3 <sup>5</sup>		TOTAL	377.05
ת ני	The above figures nonth of	represent the amoun	nts due during	the
Requested Fee		iler, Sheriff		
	\$5.00			

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

### LIEN CERTIFICATE

Date	uary 23, 198/			
† - -	cax liens in the	y that according to Tax Claim Bureau ag of December 31, 19	ainst the prop	perty
Owner or E	Reputed Owner:	iniversity Real Esta	te Co.	
Former Own	ner: Yorks, Sh	nirley		
		3-1 Dee		/A
	on 625 W.			
·				
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	n/a	n/a	396.05	396.05
			·	-
			TCB FEE	15.00
	•			
		•	TOTAL	411.05
J	The above figures	represent the amou March	nts due durin	g the
Requested	by: John Adler	, Sheriff		
Fee	•		•	
\$	5.00	•		

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

Date	3	-3-87					
	tax lis are	s is to certify liens in the T ted below, as o as follows:	ex Clai of Decen	m Burea ber 31,	u aga 19 <u>8</u>	inst the pro 6, in Bloom	perty
Owner or	Rep	uted Owner:	Une	newl	5-1	sal (s)	
Former O	wner	:		<del></del>			
Parcel N	0.	05W-06	,-4.		Deed	l & Page	····
Descript	ion	05W-06 420	·w	2 Nd	57.		
577 A 73' ' ' ' '		COUNTY	TAX I	DISTRICT		SCHOOL	`TOTAL
YEAR	<u>×</u>	COONTT				284.43	284.43
106_			<u> </u>				
			J			TCB FEE	15.00
						TOTAL	299.43
	The	e above figures	repres	ent the $\mathcal{M}$	.amou	nts due duri	ng the
Request	ed b	y: Jahn Ac	ربوال	Shan	f		
Fee 5.	00						
		•	a	COL	UMBIA	COUNTY TAX	CLAIM BUREAU
				Div	ector	· ( /	-

# STATE OF PENNSYLVANIA COUNTY OF COLUMBIA SS:

and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on
publication are true.
Sworn and subscribed to before me this
Matter Lane
(Notary Public)
My Commission Expires
Have a cover notary public Blocked by Jeff Bolk County Mi object that covered hill of 1689 Cover from provide acception of Frances
And now,

Chairman
Charles C. Housenick II
Vice Chairman
Charles F. Long
Treasurer
Samuel R. Evans
Secretary-Asst. Treasurer
Gerald Depo
Solicitor
Charles B. Pursel

# MUNICIPAL AUTHORITY

Of The

### TOWN OF BLOOMSBURG

PENNSYLVANIA 17815

(717) 784-5422

February 17, 1987

Board of Directors Charles C. Housenick II Charles E. Long Richard Conner Robert Linn Samuel R. Evans

John R. Adler, Sheriff Columbia County Court House P.O. Box 380 Bloomsburg, PA 17815

Dear Sheriff Adler:

This letter is in reference to the Sheriff's sale for property owned by University Real Estate, Charles Shotwell, Jr. located at 420 W. Main St., Bloomsburg, PA. Sale date, March 5, 1987.

University Real Estate owes the Municipal Authority a total of \$479.18 as of the February 23, 1987 billing on above mentioned property.

Thank you for your assistance and cooperation.

Very truly yours,

Barbara Hunsinger Municipal Authority

of the

Town of Bloomsburg

Phone: 717-784-1991 Extension 42

Phone: 717-784-1991 Extension 42 P. O. Box 380, BLOOMSBURG, PA. 17815	February	251987
John Adler, Sheriff		-
COLINIT	v PENNA.	DR

REGISTER AND RECORDER OF COLUMBIA COUNTY, PENNA. COURT HOUSE OT

# All fees belong to the County and must be paid in advance

Δ	l fees belong to the County and must be	here	<u> </u>	
	Copywork, RE: University Real Estate Co. Sheriff Sear	ich: \$	8. 50	
	Copywork, RE: University Real Estate Co. Shelling	<del></del>		
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## 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 University Real Estate Co.

and find as follows:

See Photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 25th day of February A.D., 1987

Benerly & Michael RECORDER

NOTICE: THIS MORTGAGE CONTAINS A BALLOON PAYMENT WHICH MUST BE PAID AT MATURITY, TOGETHER WITH AND CONTAIN UNPAID INTEREST AND ANY UNPAID PRINCIPAL.



(hereinafter called the "Mortgagor"), and BANCAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation with offices in Allentown, Lehigh County, Pennsylvania (hereinafter called the "Mortgagee"), witnesseth that:

installment on the same date in each succeeding month, thereafter, such Note being hereby incorporated herein by reference; and the Mortgager may, while this Mortgage is outstanding, become or now be otherwise indebted to the Mortgager. If each iristallment fracturity is paid than city. Or first iristallment due on 5-13, 1970 will be \$15,075.64 NOW, THIS INDENTURE WITNESSETH, that the Mortgager, in consideration of the indebtedness evidenced by the Note, and to secure the payment thereof and all other sums due or to become due under the Note and under this Mortgage and the performance of all of the other terms, conditions and provisions hereof and in the Note contained, and also in consideration of One Pollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby grant, bargain sell, alien, release, convey and confirm unto the Mortgagee, its successors and assigns:

PREMISES A

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 Seventh (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 Seventh (7th) Street a distance of 49; feet; thence coutherly along said lot a distance of 65 feet to Seventh Street aforesaid; thence westerly along said Street a distance of 49; 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 Charles R. Shotwell, Sr. and Dorothy May Shotwell by Indenture dated March 15, 1985 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 345, Page 207, granted and conveyed unto Linda Bird Shotwell, who has conveyed the premises to Mortgagor by a deed dated March 25, 1985 which is intended to be recorded contemporaneously herewith.

8001 348 PAGE 097 3

#### PREMISES B

ALL THAT CERTAIN piece and parcel of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to wit:

ON the west side of Iron Street in said Town, and BEGINNING at a corner  $23\frac{1}{2}$  feet from the southwest corner of said Iron Street and Pine Avenue; thence along said Iron Street in a southerly direction  $23\frac{1}{2}$  feet to a corner; thence westwardly by a line parallel with the southern line of said Pine Avenue, 66 feet, more or less to Lot of J.W. Wright; thence in a northerly direction along the line of said Wright lot,  $23\frac{1}{2}$  feet to the line of lot of Amos W. Mellick; thence eastwardly along the line of said Mellick's lot, 66 feet, more or less, to the place of Beginning, on which is erected a two story frame dwelling house.

BEING part of the same premises which Fred E. Wright and Eleanor D. Wright by deed dated March 29, 1972 and recorded in Columbia County, Pennsylvania in Deed Book Volume 255, Page 568, granted and conveyed unto George W. Orren, Jr. and Gloria M. Orren and to Donald O. Hower and Erma B. Hower, who by their deed, joined in by Arcus Enterprises, Inc., a Pennsylvania corporation, to convey its equitable interest in the premises by virtue of an Agreement of Sale dated will convey the premises to Mortgagor herein, which deed is intended to be recorded contemporaneously herewith.

#### PREMISES C

ALL THAT CERTAIN lot or 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 26, and further described and bounded as follows:

BEGINNING at a post on the corner of Lot Number 25 on the southward side of Second or Main Street of said Town, lately belonging to Samuel Giger, and running thence along said Street, North  $63\frac{1}{2}$  degrees East, 59 feet to lot Number 27, lately belonging to Mrs. Sterner; thence along said lot South 13 degrees East, 214 feet 6 inches to Pine Alley; thence along said alley South  $63\frac{1}{2}$  degrees West, 59 feet to a post; thence by the aforesaid lot late of Samuel Giger North 26 3/4 degrees West, 214 feet 6 inches to the place of Beginning.

BEING a part of the same premises which the Estate of E. Arline Giger, deceased, by Lawrence E. Broadt, Administrator, by deed dated September 4, 1984 and recorded in Columbia County, Pennsylvania in Deed Book 337, Page 381, granted and conveyed unto Arcus Brothers,

Ltd., a Pennsylvania corporation, which by its deed will convey the premises to Mortgagor herein, which deed is intended to be recorded contemporaneously herewith.

boor 348 na 099

TOGETHER, with all and singular the buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and tion awards.

AND TOGETHER, in the case of each premises—hereby mortgaged, with all and singular the installations, fixtures, appliances, machinery and equipment appurtenant thereto, or used in connection therewith, whether attached or detached, now or hereafter installed in or used in connection with each mortgaged premises or the operation of the plant or business situate therein, if any, and all additions to, substitutions for and replacements of any of the said installations, fixtures, appliances, property, machinery, and equipment. All of the premises above described and hereby mortgaged and the said buildings, improvements, installations, fixtures, appliances, property, machinery, equipment, interests and rights hereby granted, conveyed and mortgaged, or intended so to be, are hereinafter collectively referred to as the "Mortgaged Premises."

This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all the fixtures, appliances, machinery and equipment described above. The Mortgagor agrees to executive and deliver and rile any financing statements or other security agreements as the Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to said property.

TO HAVE AND TO HOLD, the Mortgaged Premises, property and hereditaments hereby granted conveyed and mortgaged, or intended so to be, with the appurtenances, to and for the only proper use and behoof of the Mortgagee, its successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor shall promptly pay or cause to be paid all sums becoming due under the Note and this Mortgage, and shall perform or cause to be performed all of the other terms, conditions, agreements and provisions hereof and the terms and conditions contained in said Note, all without fraud or delay, or deduction, defalcation or abatement of anything or for any reason, then this Mortgage and the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

AND THE MORTGAGOR FURTHER COVENANTS AND AGREES WITH THE MORTGAGEE, its successors and assigns, as follows:

- 1. The Mortgagor will duly and punctually pay, or cause to be paid, the principal of the indebtedness hereby secured, and the interest thereon, at the time and times and in the manner as provided, and perform all of the other terms, conditions, agreements and provisions hereof and of the Note and pay when due all other obligations and debts hereby secured.
- 2. The Mortgagor shall pay of cause to be paid or shall procure the discharge or release of, all before the same shall become delinquent, all taxes (including corporate taxes of every nature), water and sewer rents, charges, claims, assessments assessments for public improvements, liens and encumbrances now or hereafter assessed against or secured upon the ments, assessments and other taxes, charges and assessments which shall or might have priority in lien or payment to the indebtedness secured by this mortgage, and Mortgagor shall also pay all taxes, assessments and other charges now or hereafter gage, or upon or against the Mortgagor shall also pay all taxes, assessments and other charges now or hereafter gage, or upon the debt hereby secured, as well as any specific mortgage tax; and Mortgagor investment, or upon this Mortgagor, or upon the debt hereby secured, as well as any specific mortgage tax; and Mortgagor investment, or upon this Mortgagor, or upon the debt hereby secured as well as any specific mortgage tax; and Mortgagor investment, or upon this Mortgagor, or upon the debt hereby secured as well as any specific mortgage tax; and Mortgagor investment, or upon this Mortgagor in the interest which is paid or payable to Mortgagor under the Note or hereunder shall be or become subject to the payment or withholding of any tax claimed by the Commonwealth of Pennsylvania or any political subdivision thereof, or any other governmental authority having jurisdiction, Mortgagor will be responsible for and will pay the same, or will reimburse Mortgagor for the same on demand if Mortgagor is required to pay the same, and Mortgagor will not deduct any thing from the future payments for or on account of any said tax on interest. For the purpose of accumulating the necessary funds for the future payment of taxes, sewer and water rents relating to the Mortgagor, shall pay, monthly to the Mortgage, one-twelfth (1/12) of said charges as reasonably estimated by Mortgagoe.
- (1/12) of said charges as reasonably estimated by Mortgagee.

  3. The Mortgagor shall keep all buildings and improvements and all building installations, fixtures, appliances, property, machinery and equipment now or hereafter elected upon or installed in the Mortgaged Premises insured for the benefit of the Mortgagee against loss by fire (with extended coverage and vandalism and malicious mischief endorsements) upon terms and in companies satisfactory to the Mortgagee, at all lines in amounts required by Mortgagee and not less than 80% of the full, sound insurable value (on a "repair or replace" basis) of the buildings finefulding building installations) such policies of insurance to the Mortgagee as additional security, each said policy to contain mortgagee clauses satisfactory to the Mortgagee or to be assigned to the Mortgagee, as Mortgagee may require. The Mortgagee may settle all claims under all such policies and may demand, receive and receipt for all moneys becoming payable therunder. The proceeds under any policy shall be paid by the insurer to the Mortgagee, and the Mortgagee, in its sole discretion, may apply the a mount so collected, or any part thereof, toward the payment of the principal indebtedness and other sums covenanted by the Mortgagor so elects, toward the alteration, reconstruction, repair, replacement or restoration of the Mortgaged Premises or any damaged portion thereof.
- portion thereof.

  4. The Mortgagor shall keep the Mortgaged Premises in good condition and repair, and shall not remove, demolish or materially after any building or improvements on the Mortgaged Premises, or any building installations, fixtures, appliance, property, machinery or equipment, nor commit or suffer waste with respect thereto. The Mortgagor shall comply
  with all laws, rules, regulations and ordinances made or promulgated by lawful authority which may now or hereafter become applicable to the Morgaged Premises. The Mortgagor shall permit the Mortgagee's agents at any reasonable time and
  pose of inspecting and appraising the Mortgaged Premises.
- pose of inspecting and appraising the mortgaged fremises.

  5. In the event of the failure of the Mortgagor to pay the taxes, water and sewer rents, charges, claims, assessments, assessments for public improvements, liens or encumbrances or the taxes on interest or the Mortgage tax above described or to furnish and pay for the insurance ax aforesaid or to keep the Mortgaged Premises in good condition and repair the Mortgagee may, at its option, pay any or all such items together with penalties and interest thereon, and procure and pay for such insurance and repairs; and the Mortgagee may at any time and from time to time advance such additional sum or sums as the Mortgagee, in its sole discretion, may deem necessary to protect the security of this Mortgage. All such sums so paid or advanced by the Mortgagee, immediately and without demand, shall be repaid by the Mortgager to the Mortgagee, this mortgage. The production of a receipt by the Mortgagee shall be conclusive proof of a payment or advance authorized hereby, and the amount and validity thereof.
- 6. The Mortgagor hereby assigns to the Mortgagee all existing and future leases and all rents and profits of the premises as further accurity for the payment of the indebtedness hereby secured and the Mortgagor grants to the Mortgagee the right to enter upon the Mortgaged Premises for the purposes of collecting the same and to let the Mortgaged Premises or any part thereof. This assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid. The Mortgagee hereby waives the right to collect said rents and profits, and the Mortgagor shall be entitled to collect and receive pal and interest becoming due on this Mortgage and in payment of taxes, assessments, swer rents, water rents and carrying charges becoming due as aforesaid, but such privilege of the Mortgagor may be revoked by the Mortgagee upon default and without notice. The Mortgagor shall not, without the written consent of the Mortgagee, receive or collect rent or other charge for a period of more than one month in advance. Mortgagee shall not be decined to have accepted the assignment except as a pledge or be obligated as lessor by virtue of this assignment except by a separate and express written agreement of Mortgagee.

7. The Mortgagee shall be permitted to enter and inspect the Mortgaged Premises at all reasonable times. The

8. If the Murtgagee shall refer the Note or this Murtgage to counsel, because of any default thereunder or here-under. Murtgagor shall become hable to reimburse Mortgage for reasonable attorney's charges and costs thereby incurred; and if judgment be entered upon the Note, or forcelosure proceedings be commenced upon this Mortgage, because of any such default, then an attorney's fee for collection of 5 percent of the total of all amounts secured hereby but not less than \$500,00 shall be payable, and shall be recovered in addition to all principal, interest and other recoverable sums then due, besides costs of suit.

9. If the Mortgagor shall fail to make or cause to be made any payment of interest or principal aforesaid or any other sums required to be paid under the provisions of the Note or otherwise default in performing and complying with the provisions of the Note, or if Mortgagor shall fail to perform or comply with any provision of this Mortgagor (a) if Mortgagor shall fail to maintain five and lightning and other required insurance on the Mortgagod Premises, or (b) if Mortgagor shall fail to produce and exhibit to the Mortgagoe receipts showing payment as herein required of all taxes, water rents, sewer rents, charges, claims, assessments, and assessments for public improvements or any thereof; or (c) in the event of the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the Mortgagoe; or (d) in the event of any further assignment of the rents of the premises or any part thereof without the written consent of the Mortgagoe; or (e) if the buildings on said premises are not maintained in reasonably good repair; or (f) in the event of any failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governevent of any failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governexent of any failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issurance thereof; or (g) if insurance on the Mortgaged Premises is not lawfully doing business in this jurisdiction refuse to issue policies insuring the buildings on the Mortgaged Premises; or (e) if the Mortgager shall fail to perform or comply with any other provision or agreement to be performed or complied with by Mortgagec under this Mortgage or the Note, then, and in any such event, at the option of the Mortgage, the Mortgage may forthwith exercise any or all rights and remedies provided in the Note or in this Mortgage, or which may be available to the Mortgagee by law, without further stay, any law, usage or custom to the contrary notwithstanding; and the Mortgagee forthwith may file a Complaint in Foreclosure or otherwise proceed forthwith on this Mortgage with the same force and effect as if twelve months next ensuing the last day whereon the principal moneys hereby secured ought to be paid, had fully run out and expired; and all errors in any proceeding or in any exercise of any right or remedy as aforesaid are hereby waved. as aforesaid are hereby waived.

10. This Mortgage shall be deemed to be in default with the same force and effect as if the entire indebtedness 10. This Mortgage shall be deemed to be in default with the same force and effect as if the entire indebtedness secured by this Mortgage were due, owing and in default, and Mortgagee may proceed as aforeaid, if by order of a court of competent jurisdiction a Receiver or Liquidator or Trustee of the Mortgagor shall be appointed and shall not have been discharged within sixty (60) days; or if the Mortgagor shall be adjudicated bankrupt or insolvent and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if a petition to reorganize the Mortgagor pursuant to the Federial Bankruptey Act as now or hereafter in effect, shall be illed and shall not be dismissed within sixty (60) days; or if the Mortgagor shall file a petition in voluntary bankruptey or shall consent to the filing of any bankruptey or reorganization petition against Mortgagor; or if the Mortgagor shall file a petition for an arrangement or to reorganize Mortgagor pursuant to the Federal Bankruptey Act as now or hereafter in effect, or if the Mortgagor shall make an assignment for the benefit of creditors.

11. All tights and remedies hereby granted or otherwise available to Mortgagee shall be cumulative and concurrent and may be pursued singly, successively or together at the Mortgagee's sole option, and may be exercised from time to time and as often as occasion therefor shall occur until the indebtedness hereby secured with all interest thereon is paid in full. The Mortgagee may resurt to any securities it holds in such order and manner as Mortgagee sees fit and may sell, at any foreclosure tale on this Mortgage, the property in one parcel or in such parcels as Mortgagee, in its sole discretion, elects so to do; and the foreclosure sale shall pass title to all property subject to this Mortgage.

12. The Mortgagor waives the right of inquisition on any property levied upon under a judgment obtained in proceedings to collect the indebtedness hereby secured or in proceedings on this Mortgage, and hereby voluntarily condenns the some, and authorizes the Prothonotary to enter such condemnation upon a writ of execution, and agrees that such property may be sold under said writ; and further waives and releases any and all benefits that may accrue to Mortgager by virtue of any law to exempt the Mortgaged Premises from levy or sale under execution, now in force, or hereafter to be

In case of any default in the Note or in this Mortgage as set forth herein, of which an affidavit in behalf of Mortgagee shall be sufficient evidence, then and in any such event, any Attorney of any Court of Record of Pennsylvania or elsewhere is hereby authorized and empowered to appear for the Mortgagor, and as attorney for the Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgagor Premises and to confess judgment therein against the Mortgagor, in favor of the Mortgagoe, whereupon a writ for possession may immediately issue for the possession may immediately issue for the possession of the Mortgagor, without any prior complaint, will or proceeding whatsoever; and for so doing this Mortgage, or a copy thereof verified by affidavit shall be his sufficient warrant.

14. No extension of indulgence granted to Mortgagor, and no alteration, change or modification of the Note consented or agreed to by Mortgagoe, and no other act or omission of Mortgagoe, including the taking of additional security or the release of any security, shall constitute a release of the lien and obligation of this Mortgago or be interposed as a defense against the enforcement of this Mortgago, except an act of Mortgagoe which constitutes an express, effective release and excitation of this Nota. and satisfaction of the Note.

15. This Mortgage shall further constitute security for any and all present and future obligations, indebtedness 15. This Mortgage shall further constitute security for any and an present and future congations, indeptedness and liabilities whatsoever of Mortgager to Mortgagee now or hereafter incurred, due or owing, and for all interest thereon, and for all obligations, costs or expenses assumed or incurred by Mortgagee in connection with any other such obligation, debt or liability. Mortgagee shall also have the right to set off all or any part of the amount due by Mortgager to Mortgage under this Mortgage against any indebtedness, liabilities or obligations owing by Mortgagee for any reason and in any capacity to Mortgagor or to any guarantor or endorser of the Note. All remedies available for default in the Note or in this Mortgage shall be available to enforce such other obligations, indebtedness and liabilities upon default in any of the same.

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16. If this instrument is executed by more than one person as Mortgagor, the obligation of each shall be joint and several. Whenever used, (as appropriate): the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the words "Mortgagor" and "Mortgagee" shall include, and the rights and obligations herein contained shall insure to the benefit of and bind their respective heirs, executors, administrators, successors and

	IN WITNESS WHEREOF MORTGAGOR, has executed these p	Presents under real state of
	Jela Vituell	UNIVERSITY REAL ESTATE CO.,
	See. Toposius	By finds J. Shotwell, President
1		(SEAL)
		(SEAL)
`	COMMONWEALTH OF PENNSYLVANIA	DOMENT
	COUNTY OF LEHIGH On this the /3/* and County, the undersigned officer, personally appeared	, <sup>19</sup> 85, before me, a Notary public for said State
	Linda J. Shotwell known to me (or satisfactorily proven to be the person(1) whose acknowledgeddministration be the President herself	
	<ul> <li>a corporation, and that he, as such officer being authorized so therein contained, by signing the name of the corporation by himse</li> </ul>	
	IN WITNESS WHEREOF I hereunto set my hapd and official	
	The address of the within named Mortgagee is Suite 326, 1259 5. Cedar Crest Blvd.	Notary Public of the Communication of Pennsylvania
	On behalf of Mortgagee	MORMAN A. INKERN JB., NOTARY PUBLIC  OUNTY  MY COMMISSION EXPIRES JUNE 3.
	RECORDED in the Office for Recording of Deeds, in and for the Co	Hember, Panneylvania Association of Motardes
	Ne. 348	
	WITNESS my hand and seal of Office	•
	this 17th	day of May , 19 85
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	800r 348 PAGE 102	FOR S DATED PREMISES:
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Lee assent RB-363-pg 100 Rec'd 3-18-86

FAI Martende-Ind. & Corp. (Miges & Migrar.)

Printed for and Sold by John C. Clark Co., 1420 Walnut St., Phila-



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,

lawful money of the United States of America, conditioned for the payment to the Mortgages 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

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, m or before the 1st day of September

of each and every year, of receipts for all taxes, water rents and severy 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, inclusiver, 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 Mortgaget, 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 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 impaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt of the contrary notwithstanding; that thereupon a Writ of Execution is properly issued upon the judgment obtained upon said Ohligation, or by virtue of said Warrant of Attorney, or a Complaint or any other local proceeding is properly filed, based upon this Indenture of Mortgage, that an attorney's commission for collection vir. School to all principal and interest hesides costs of suit, as in and by the said recited Obligation and the Condition thereof, relation heing thereunto had, may more fully and at large appear.

Never the Authoriture unifice sertly, 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 \$300,220.20 principal and interest as aforesaid, unto the Mortgagor, in discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar unto the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery hereof, the receipt whereof is hereby acknowledged, hand truly paid by the Mortgagor at and before the scaling and delivery hereof, the receipt whereof is hereby acknowledged, hand truly paid by the Mortgagor at and confirmed, and by these presents doth grant, hargain, sell, release and confirm unto the Mortgagee,

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BOUT 363 PAGE 092

(\*\*\*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

800° **363** PAGE **093** 

2001 3 in 2005.

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 at the southwest corner of land now or late of Ray A. Yorks and set the southwest corner of land now or late of Ray A. Yorks and set the southwest corner of land now or late of Ray A. Yorks and at the southwest, thence along the center extending the full length, north and south of the center extending the full length, north and south of the center extending the large brick dwelling house located on this plot partition in the large brick dwelling house located on this plot partition in the large brick dwelling house located on this plot partition in the large brick dwelling house located on this plot partition in the large state of the southwest forty minutes aforesaid; thence along the same North 87 degrees forty minutes 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.

BOOK 363 PAGE 095

#### PREMISES "B"

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

#### THACT 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. My 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 minutes of the Ponn Central Railroad; thence along said right-of-way of the Penn Central Railroad; thence along said right-of-way of the Penn Central Railroad north 18 degrees 15 minutes 47 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 95.04 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 15.49 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

PRONTING on First Street in the Borough of Catawissa and boung 61 feat 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.

BRING THE SAME PREMISES, which Linther Howe and Mary b. Howe, husband and wife, by deed dated October 12, 1979 and tempered in Columbia County Deed Book 294 at Page 1046, Hannest and conveyed unto Jeffrey S. Prosseda and Jill B. Prosseda, husband and wife, and James T. Prosseda and 1. Ann Prosseda, husband and wife, grantors herein.

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BOOK 363 PAGE 096

147 W. 1st ave., Catawissa

#### \*CREDITE E

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 date? May 10, 1985 and recorded May 17, 1985, in the Office of the Recorder of Deeds for Columbia County in Record Book 343, the Office of the Recorder of Deeds for Columbia County in Record Book 343, the Office of the Recorder of Deeds for Columbia County in Record Book 343, the Office of the Office of the Office of the Record Book 343, the Office of the Record Book 343, the Office of the

#### TRACT NO. 2

ALL THAT CERTAIN piese 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 49½ feet; thence southerly along said lot a distance of 65 feet to 7th Street aforesaid; thence westerly along said Street a distance of 49½ 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 Pennsylania Corporation.

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Tourther 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.

En heure 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.

Proutided attaiting, 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 18t 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

September of each and every year, receipts for all takes, 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 Iraud or Jurther delay, and without any deduction, defalcation, or abarement 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 #nibertsare and the extent betty 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 Morgagee, 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 buildefault in the production to the Morgagee, on or before the LSC

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 hen 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 placed, at shall then remain unpaid, and all interest dur thereon, together with an attornoy's commission for collection, vizz proceed 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. Arch the Mortgagor hereby waives and relinquishes unto the Mortgager 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 proceed; arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof.

Its tipe Eugsit 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 inter 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 Militages Militages, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written.

Sented and Bellorred

and R. Talmien

UNIVERSITY REAL ASTATE CO.

Charlés R. Shotwell

Linda P Shotyen, President

On thu, the

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15 before me

, the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person described in the foregoing he executed the same in the capacity therein stated and for the purposes

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

17th day of March On this, the

186 , 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 Treadurer of University Real Estate Co.

a corporation, and that he as such bring 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 seel.

County,

Notany Poblica, your g Upper Merion Twp., Montpowers My Commission Expires Note: 27 The address! the within-named

144 E. DeKalb Pike

King of Prussia, Pa. On behalf of the Mortgagee A

147 W. 1st Ave. Catawissa, Columbia 625 W. Front St. Berwick, Columbia Main S America, Inc., a Pa. Corp Bloomsburg, University Real Estate i ≥ 420 .. V. ŝ ě Premises Premises

Recorded in the office for the recording of deeds in and for Columbia Co. 11:48am :

No. page in Rec. Bitress my hand and seal of Office this 18th Anno Domini 19 86 day of March

Recorder Generaly J. Michael
Deputy Recorder Medine M. Schnit

BOOF 363 PAGE 099

#### **ASSIGNMENT**

THE UNDERSIGNED, for value received and INTENDING TO BE LEGALLY BOUND HEREBY, hereby grants, conveys and assigns unto FIRST PENNSYLVANIA BANK, N.A., CENTRAL PENN NATIONAL BANK, FIDELITY BANK, N.A. and HAMILTON BANK, as their interests may appear in the 1984, all of the undersigned's certain Agreement dated October right, title and interest in and to that certain mortgage, deed of trust or other like instrument by and between the undersigned, as mortgagee, and Linda Shotwell & University Real Estate as mortgagor, intended to be recorded simultaneously herewith, as security for all indebtedness now or hereafter owing by the undersigned to any of the aforesaid banking institutions. PROVIDED, that until default by the undersigned under its indebtedness secured hereby, the undersigned reserves the right to enforce or secure the performance of each and every obligation, covenant, condition and agreement by the mortgagor therein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 17th day of March

ACCEPTANCE ASSOCIATES OF AMERICALLING

University Real Estate Linda Shotwell, President 625 W. Front St., Berwick, Pa. 147 W. let Ave., Catawissa, Pa. Attest: 317 E. 7th St, Berwick, Pa.

420 W. Main St., Bloomsburg, Pa.

Columbia County

Boro of Berwick

•:"

Pamela C.

363 ME 100

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF MONTGOMERY

On this 17th day of March , 1986, before me, the subscriber, a Notary Public for the State and County aforesaid personally appeared Kenneth S. Nadwodny, who acknowledged himself to be President or <u>Vice President</u> of ACCEPTANCE ASSOCIATES OF AMERICA, INC., a Pennsylvania corporation, and that he, as such officer, being authorized to do so, executed the foregoing Assignment for the purposes therein contained, by signing the name of said Corporation by himself as such officer.

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

Notary Public

NOWARD R. PALMIERI, Notary Public Upper Merion Twp., Montgomery Co. My Commission Expires March 25, 1800

My Commission Expires:

Recorded in Columbia Co. Rec. Bk 163 pg 100 March 18 1986 11:48em

Burry J. Michael

98, W 84 II

8001 363 PARE 101

.

COMMONSEALTH OF PENNSYLVANIA, Hamilton Bank ; YESHODINGS TO TREES Post Office Box 141 Reading, PA 19603 en thia -First Pennsylvania Bank, N.A.
Center Square Building of a paddinasdua odd
16th & Market Streets
Philadelphia, PA 19101 (con come will another) Fidelity Bank, N.A. Broad & Walnut Streets to be Resident ac ! NO EMPARAGEMA IN AMERICA, INC., 6 1 Philadelphia, PA 19109 of that die, as much Central Penn National Bank Proceed , resided e ete paingie of it Philadelphia, PA 19103 Abetgament for th name of said Cott. ...applian TH BITHESS WER c my band and orfficial HOWARD R. PALMIERI, Newly Popies POWERS REPAINED NOTIFE POPER CONTROL OF THE CONTROL OF T My Comvission Papers more the idea of some

Scot 363 RK 101

Bb363 Pg-101-A

Samuel A. Scott

ATTORNEY AT LAW

THE B & B BUILDING 546 HAMILTON STREET ALLENTOWN, PENNSYLVANIA 18101 PHONE (215) 432-1919

February 27, 1987

Sheriff Columbia County Columbia County Courthouse Bloomsburg, Pennsylvania 17815 Attn: Connie Breech

Sheriff Sale - March 5, 1987 - 10:00 a.m. Charles R and Linda B Shotwell a/k/a University Real Estate

Dear Ms. Breech:

Enclosed please find the executed Waiver of Rule 3129 in the above captioned matter. Please file accordingly.

Thank you very much.

Sincerely yours, Jamuel a Scotting

Samuel A. Scott, Esquire

SAS:mjs enclosure

cc: B. Spoleti D. Davis

a;davis14

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

et al., Plaintiffs,

V5.

UNIVERSITY REAL ESTATE COMPANY, INC., Defendant.

RULE 3129 WALVER

THE UNDERSIGNED, being a mortgagee as to real estate situate at 420 W. Main Street, Bloomsburg, Columbia County, Pennsylvania, owned by UNIVERSITY REAL ESTATE COMPANY, hereby acknowledges that it has received notice with respect to a sheriff's sale scheduled to be held on Thursday, March 5, 1987, at 10:30 a.m. in the Office of the Sheriff of Columbia County on a writ of execution caused to be issued by David I. Davis, Esq. on behalf of the plaintiff herein.

THE UNDERSIGNED acknowledges that with respect to said notice, it hereby waives any irregularity or noncompliance with Pa. R.C.P. 3129 and does not object to the subject sale being conducted at the aforesaid time, date, and place.

SAMUEL A. SCOTT, ESQ.

Attorney for Chyrsler First Business Credit Corporation Samuel A. Scott

THE B&B BUILDING 546 HAMILTON STREET ALLENTOWN, PENNSYLVANIA 18101 PHONE (215) 432-1919

February 23, 1987

Sheriff Columbia County Columbia County Court House Bloomsburg, Pennsylvania 17815

Sheriff Sale - March 5, 1987 - 10:00 A.M. Charles R. and Linda B. Shotwell

a k a University Real Estate

420 West Main Street, Bloomsburg, PA

Dear Sir:

This letter is to inform you that Chrysler First Business Credit Corporation has a First Lien on the above mentioned property by virtue of a mortgage recorded in the Recorder of Deed's Office of Columbia County in Vol 348, page 097.

Sincerely yours,

Samuel A. Scott, Esquire

SAS:ams shotwell6

February 18, 1987

JONATHAN DeYOUNG DAVID I. DAVIS

JOHN L. WALFISH KENNETH N. GJURICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY L. STAUFFER Conveyancer/Legal Assistant RALPH J. SAULINO, C.P.A. JOHN L. WALSH Field Representative MARGUERITE A. WALSH Office Administrator Sheriff of Columbia County Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

ATTN: Connie Breech

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

Dear Connie:

Thank you for bringing to my attention the error in the deed book reference with respect to the Bloomsburg property that is being sold in the above-noted matter on the sale set for March 5, 1987. As we discussed, it is my intention to proceed with the sale and make an announcement at the time of sale that the deed book was in error. I do not believe that this is an impediment to sale in that the legal description is accurate and correct.

Should you have any questions beforehand, please don't hesitate to give me a call. Thank you very much for your cooperation and help.

Very truly yours,

David I. Davis

DID/li

#### DEFICE OF

## JOHN R. ADLER



### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - F. O. BOX 380 BLOOMSBURG, PA. 17615

РНОМЕ: 717-784-1991

FEBRUARY 18, 1987

David I. Davis, Esq. 144 E. DeKalb Pike King of Prussia, Pa. 19406

Dear David;

This letter is to confirm our telephone conversation this date at 8:05 A.M. pursuant to the case of First Pa. Bank, N.A. vs University Real Estate. In regards to the error in the publication of the description as per your authorization we would note at the time of sale the correction to be made.

Please note the correction to be made is the change in the Deed Book No. in Tract No. 1 from Book No. 343 to Book No. 348. If there is any change in these instructions please notify our office. Thank You.

CSB

Sincerely, Comm Areca

Connie Breech, Deputy Sheriff

# SucRIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT
DOCKET AND INDEX
SET FILE FOLDER UP 130 87
CHECK FOR PROPER INFO
WRIT OF EXECUTION 📝
COPY OF DESCRIPTION
WHEREABOUTS OF LAST KNOWN ADDRESS 🕢
NON-MILITARY AFFIDAVIT
NOTICES OF SHERIFF'S SALE
WATCHMAN RELEASE FORM 🕢
AFFIDAVIT OF LIENS LIST
CHECK FOR \$500.00
* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEDE ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO
SET SALE DATE AND ADV. DATES AND POSTING DATES
POST ALL DATES ON CALANDER 1/28/25
* SET SALE DATE AT LEAST 2MONTHS AFTER RECEIVING WRIT * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES
* SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE
SET DISTRIBUTION DATE // / / / / / / / / / / / / / / / / /
* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED) * MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED
FILL IN ALL NO'S ON EXECUTION PAPERS
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales)
SERVICE
TYPE CARDS FOR DEFENDANTS
* COPY OF WRIT FOR EACH DEFENDANT  * NOTICE OF SHERIFF SALE  * COPY OF DESCRIPTION
PUT TOGETHER PAPERS FOR LIEN HOLDERS 4261名1
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT ** DOCKET ALL DATES
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS

## SHERIFF'S SALE OUTLINE !'T

## SALE BILLS

SEND DESCRIPTION TO PRINTER  ** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLAINATIONS				
SEND NOTICE TO PRESS DIRECTING WHEN TO ADV.				
SEND NOTICES TO LOCAL TAX COLLECTORS				
NOTICES TO WATER AND SEWER AUTH.				
SEND NOTICES TO FEDERAL AND STATE TAX AUTH  IF BUSINESS SEND COPY TO SBA AUTH.				
IF BUSINESS SEND COPY TO SBA AUTH.				
HANDBILLS				
SEND COPIES OF HANDBILLS TO:				
RECORDER'S OFFICE				
TAX CLAIM OFFICE				
TAX CLAIM OFFICETAX ASSESSMENT OFFICE				
PROTH OFFICE(post on board)				
POST IN FRONT LOBBY				
POST IN SHERIFF'S OFFICE				
POST IN SHERIFF'S OFFICE SEND COPY TO ATTY				
POST PROPERTY ACCORDING TO DATE SET				
SEND RETURN OF POSTING TO ATTY				
DOCKET ALL COSTS				
PREPARE COST SHEET 2 DAYS BEFORE SALE  * BE SURE ALL COSTS ARE RECEIVED				
PREPARE FINAL COSTS SHEET DAY OF SALE				
HOLD SALE				
POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE				
PAY DISTRIBUTION ACCORDING TO DATE				
* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN				
RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT				
PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED				
WHEN DEED IS RECORDED SEND TO BUYER				
FILE FOLDER				

# 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. 3 of 87

WRIT OF EXECUTION

SERVICE	ON_	UNIVERSITY	REAL	ESTATE	
---------	-----	------------	------	--------	--

ON 1/28/87 AT 15:27hrs attested copy of the within Writ of Execof the Notice of Sheriff's Sale of Real defendant, UNIVERSITY REAL ESTATE	Estate was served on the at THE SHERIFF'S OFFICE
COLUMBIA COUNTY COURTHOUSE BLOOMSBURG	by HANDING A COPY TO LAURIE
HOFFA, SECRETARY FOR THE DEFENDANT Service was made by personally handing Notice of Sheriff's Sale of Real Estate	said Writ of Execution and to the defendant.
	So Answers!

Deputy Sheriff

CONNIE BREECH

For:

JOHN R. ADLER

John R. Adler, Sheriff

Sworn and subscribed before me this 2 day of two ware ?

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

PLOTH. & CLK OF SEM COURTS MY COOKS. E.C. ISE MON. JAH. 1, 1988

### JOHN R. ADLER



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

PHONE: 717-784-1991

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

NO.3 of 1987

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

### POSTING OF PROPERTY

2/2/8/ at 0920nrs	POSTED A COPY OF THE SHERIFF'S
·	UNIVERSITY REAL ESTATE 420 WEST MAIN STREET
BLOOMSBURG, PA. 17815	
COLUMBIA COUNTY, PENNSYLVANIA	. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF CONNIE B	REECH
	SO ANSWERS:
	Corn & Breech Deputy Sheriff
	CONNIE BREECH
	FOR:
	JOHN R. ADLER
	John R. Adler, Sheriff

Sworn and subscribed before me this 2-rd day of February

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

2/2/87 at 0920hrs

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

### 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.

3 of 1987 NO.

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

## POSTING OF PROPERTY

2/2/87 at 0949	POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF BERWICK, PA.	UNIVERSITY REAL ESTATE, 625 WEST FRONT STREET
COLUMBIA COUNTY, PEMNSYLVANIA COUNTY DEPUTY SHERIFF LOUISE F	. SAID POSTING PERFORMED BY COLUMBIA
OOONIT BELOTT BILBERT	SO ANSWERS:
	Deputy Sheriff LOUSIE FRANTZ
	FOR:
	JOHN R. ADLER John R. Adler, Sheriff

Sworn and subscribed before me this and day of February, 1987

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

2/2/87 at 0949

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



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

LeRoy S. Zimmerman AT COUNTY CONTRA

January 26, 1987

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

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

Susan S. Beaver, ATTENTION:

Secretary

Dear Ms. Beaver:

I find no claims in the Office of Attorney General against David or Bernadine Shomo, Benjamin or Laura Mead, University Real Estate or Shirley Yorks.

This does not mean that the Commonwealth has no claim on any of these parties, but only that nothing is presently carried in our computerized records to indicate claims against any of the above have been referred to the Office of Attorney General for enforcment.

Very truly yours,

Thomas C. Zerbe, Jr. Deputy Attorney General

Collections Unit

TCZ/kf

#### JOHN R. ADLER



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

PHONE: 717-784-1991

January 20,1987

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

Dear Tom:

Enclosed is a copy of a notice for a Sheriff's Sale to be held in our office. If you have any claims against this property please inform us.

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

Sincerely,

Susan S. Beaver

Secretary

SSB

#### JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

Commonwealth of Penna. Dept. of Revenue Bureau of Accounts Settlement P.O. Box 2055 Harrisburg, PA 17105

Dear Sir:

Enclosed is a copy of a notice of a Sheriff's Sale to be held in our office. Please inform our office if you have any claims against this property.

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

Sincerely,

Susan S. Beaver

Susan & Bearer

Secretary

SSB

OFFICE DF

# JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

Small Business Administration 20 North Penna. Avenue Room 2327 Wilkes-Barre, PA 18701

Dear Sir:

Enclosed, you will find a copy of a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform our office.

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

Sincerely, Sugar S. Beaver

Susan S. Beaver

Secretary

SSB

## JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

Chris Klinger Boro of Berwick 344 Market Street Berwick, PA 18603

Dear Chris:

Enclosed is a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform our office.

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

Sincerely, Susan S. Beaver

Susan S. Beaver

Secretary

SSB

## JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

Keystone Water Company West Front Street Berwick, PA 18603

Dear Sir:

Enclosed is a notice for a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform this office.

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

Sincerely,

Susan S. Beaver Susan S. Beaver

Secretary

SSB

## JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

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

Dear Connie:

Enclosed is a notice for a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform this office.

If you have any questions, please contact this office.

Sincerely, Susan S. Bearer

Susan S. Beaver

Secretary

SSB

## JOHN R. ADLER



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

PHONE: 717-784-1991

January 20, 1987

Barbara Hunsinger Municipal Authority Town Hall Building Bloomsburg, PA 17815

Dear Barbara:

Enclosed is a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform this office.

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

Sincerely,

Susan S. Beaver

Secretary

SSB

# JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. 8CX 380 8LODMSBURG, PA. 17815

PHONE: 717-784-1991

January 20, 1987

Bloomsburg Water Company 235 Market Street Bloomsburg, PA 17815

and the second of the second o

Dear Sir:

Enclosed is a copy of a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform our office.

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

Sincerely, Susan S. Blaver

Susan S. Beaver

Secretary

SSB

# JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P.O. BOX 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

January 20, 1987

Geraldine S. Kern Town Hall Building Bloomsburg, PA 17815

Dear Geraldine:

Enclosed is a notice for a Sheriff's Sale to be held in our office. If you have any claims against this office, please inform this office.

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

Sincerely,

Susan S. Beaver

Secretary

SSB

OFFICE DF

## JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. 8GX 38D BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

January 20, 1987

Press-Enterprise Attn: Susan Shotwell P.O. Box 745 Bloomsburg, PA 17815

Dear Susan:

Enclosed is a copy of a notice of Sheriff's Sale to be held in our office March 5, 1987 at 10:30 A.M. Please advertise the notice on the following dates: February 12, 19, and 26th.

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

Sincerely, Sucan S. Braver

Susan S. Beaver

Secretary

SSB

# MARY.

COURT HOUSE MORRISTOWNS, PA. BLOOMSBURG

SHUKTLE VOILED TO YEMENANAKE OF

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

Execution

, Styled as follows: FIRST PENNA. BANK, N.A., et vs. UNIVERSITY REAL ESTATE CO.,

Defendant

No. 1129 Term 19 86

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 UNIVERSITY REAL ESTATE CO., INC., 317 E. 7th Street, Berwick, PA 18603, located at

625 West Front Street, Berwick, PA 18603, and 420 West Main Street, Bloomsburg, PA 17815.

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

Attorney for Plaintiff

David I. Davis

## NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

#### JONATHAN DeYOUNG DAVID I. DAVIS

JOHN L. WALFISH KENNETH N. GJL'RICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY L. STAUFFER Conveyancer/Legal Assistant RALPH J. SAULINO, C.P.A. JOHN L. WALSH Field Representative MARGUERITE A. WALSH Office Administrator TO: All Parties in Interest and Claimants

OWNER(S): UNIVERSITY REAL ESTATE COMPANY, INC.

PROPERTIES: 625 West Front Street, Berwick, PA 18603 420 West Main Street, Bloomsburg, PA 17815

> No. 1129-1986 JD No 3-1987 ED

The above-captioned property is scheduled to be sold at the Columbia County Sheriff's Sale on at 10.30 o'clock A.M. in the Columbia County Courthouse, Bloomsburg, Pennsylvania. Our records Indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Very truly yours,

David I. Davis

## NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

## JONATHAN DeYOUNG DAVID I. DAVIS

JOHN L. WALFISH KENNETH N. GJURICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY L. STAUFFER Conveyancer/Legal Assistant RALPH J. SAULINO, C.P.A. JOHN L. WALSH Field Representative MARGUERITE A. WALSH Office Administrator TO: All Parties in Interest and Claimants

OWNER(S): UNIVERSITY REAL ESTATE COMPANY, INC.

PROPERTIES: 625 West Front Street, Berwick, PA 18603 420 West Main Street, Bloomsburg, PA 17815

No. 1129-1986 J.B. No. 3-1987 ED

The above-captioned property is scheduled to be sold at the Columbia County Sheriff's Sale on This sale, march 5 1987 at 10:30 o'clock A.M. in the Columbia County Courthouse, Bloomsburg, Pennsylvania. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Very truly yours

David I. Davis

## NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

#### JONATHAN DeYOUNG DAVID I. DAVIS

JOHN L. WALFISH KENNETH N. GJURICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY L. STAUFFER Conveyancer/Legal Assistant RALPH J. SAULINO. C.P.A. JOHN L. WALSH Field Representative MARGUERITE A. WALSH Office Administrator TO: All Parties in Interest and Claimants

OWNER(S): UNIVERSITY REAL ESTATE COMPANY, INC.

PROPERTIES: 625 West Front Street, Berwick, PA 18603 420 West Main Street, Bloomsburg, PA 17815

> No. 1129-1986 JD No. 304 1987 EP

The above-captioned property is scheduled to be sold at the Columbia County Sheriff's Sale on at \_\_\_\_\_ o'clock \_\_\_\_.M. in the Columbia County Courthouse, Bloomsburg, Pennsylvania. Our records indicate that you may hold a mortgage or judgment on the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff not later than thirty (30) days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the filing of the schedule.

Very truly yours,

David I. Davis

January 9, 1987

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

#### JONATHAN DeyOUNG DAVID I. DAVIS

JOHN L. WALEISH KENNETH N. GJURICH\* ELAINE M. ROSS \*also Member of New Jersey Bar

NANCY I. STAUFFER Conveyancer Legal Assistant RALPH J. 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 Company, Inc.

Dear Sir/Madam:

Please be advised that the properties and improvements, if any, located at 625 West Front Street, Berwick Pennsylvania, 18603 and 420 West Main Street, Bloomsburg, Pennsylvania 17815 as described on the sheet attached hereto, will be sold by the Sheriff of Columbia County on the Main Street. This property and improvements, if any, is being sold pursuant to a judgment entered against you in the amount of \$112,173.29 in the Court of Common Pleas of Columbia Co., Pennsylvania, in favor of the plaintiff and against you, the defendant.

You should check with the Sheriff's Office to determine the actual date of the filing of said schedule.

Very truly yours,

David I. Davis