

# LIEN CERTIFICATE

DATE 2/24/88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.

Former Owner: Owner since 4/82

Parcel No. 01-12-9-E

Description 10 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				37.48
TCB FEE				15.00
TOTAL				52.48

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

*10/12/88*  
*Stewart*  
*3-22-88*

# LIEN CERTIFICATE

DATE 2/19/88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.

Former Owner: Owner Since 12/80  
Former Owner United Penn Bank

Parcel No. 1-12-8

Description 5 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				\$ 403.66
			TCB FEE	15.00
			TOTAL	\$ 418.66

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

*10/12/88*  
*Shirley*  
*3/2/88*

LIEN CERTIFICATE

DATE 2-22-88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.  
Former Owner: \_\_\_\_\_ Owner since 11/80  
Parcel No. 01-12-9-2  
Description 10 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				\$ 37.48
			TCB FEE	15.00
			TOTAL	\$ 52.48

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D Long  
Director

*10/12/88*  
*Should Sale*  
*3-22-88*

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

October 12, 1988

UNITED PENN BANK VS. ROBERT A. & LYNN D. FELEGIE

No. 78 of 1987 E.D.  
No. 1397 of 1985 J.D.

Press-Enterprise  
P.O. Box 745  
Bloomsburg, PA 17815

Dear Sir:

Please find enclosed a check for \$346.40 to cover the advertising expenses for the above named sheriff sale.

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

Sincerely,

A handwritten signature in cursive script that reads "Susan S. Beaver".

Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

xc:file

# SHERIFF'S SALE - COST SHEET

VS. \_\_\_\_\_

NO. \_\_\_\_\_

DATE OF SALE: 11/13/2012

SHERIFF'S COST OF SALE: 12.00

Cocket & Levy Service  
Mailing 1900  
Advertising, Sale Bills & Newspapers  
Printing Handbills 1000  
Mileage 10  
Crying/Adjourn of Sale 100  
Sheriff's Deed  
Distribution  
Other \_\_\_\_\_

\$ 21.00  
4.00  
14.05  
13.00  
14.00  
16.50  
7.00

TOTAL . . . . . \$ 70.55

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

\$ 5.00

TOTAL . . . . . \$ 75.55

PROTHONOTARY: Liens List  
Deed Notarization  
Other \_\_\_\_\_

\$ 1.00

TOTAL . . . . . \$ 76.55

RECORDER OF DEEDS: Copywork  
Deed  
Other \_\_\_\_\_

\$ 5.00

TOTAL . . . . . \$ 81.55

## REAL ESTATE TAXES:

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

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

TOTAL . . . . . \$ \_\_\_\_\_

## MUNICIPAL RENTS:

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

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

TOTAL . . . . . \$ \_\_\_\_\_

SURCHARGE FEE: (State Treasurer)

\$ 1.00

MISCELLANEOUS: \_\_\_\_\_

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

TOTAL . . . . . \$ \_\_\_\_\_

TOTAL COSTS . . . . . \$ 144.55

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

September 16, 1988

UNITED PENN BANK VS. ROBERT A. & LYNN D. FELEGIE

No. 78 of 1987 E.D.  
No. 1397 of 1985 J.D.

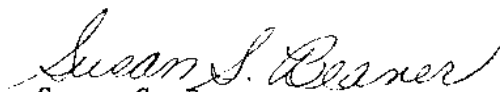
Jonathan A. Spohrer  
700 United Penn Bank Bldg.  
Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

In regards to the above named sheriff sale that was filed with our office, we are closing this matter out in our books, and still need an additional \$144.65 to close this out. We have not heard from you in regards to the status of this sale since May, 1988.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

xc:file

card from being returned to you. The return receipt fee will provide you the name 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(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
Home Consumer Disc. Co.  
160 W. Main St.  
Bloomsburg, Pa.

4. Article Number  
P271 826 855

Type of Service:  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X *Barla wife*

6. Signature — Agent  
X

7. Date of Delivery  
1-19-88 JAN 19 1988

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

card from being returned to you. The return receipt fee will provide you the name 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(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
Press-Enterprise  
P.O. Box 745  
Bloomsburg, PA 17815

4. Article Number  
P271 826 850

Type of Service:  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X

6. Signature — Agent  
X *Happy K. R...*

7. Date of Delivery  
JAN 19 1988

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name 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(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
Office of F.A.I.R.  
Department of Public Welfare  
P.O. Box 8016  
Harrisburg, PA 17105

4. Article Number  
P271 826 846

Type of Service:  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X *7/1*

6. Signature — Agent  
X *Ho...*

7. Date of Delivery  
JAN 19 1988

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name 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(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
Commonwealth of Penna.  
Department of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055  
Harrisburg, PA 17105

4. Article Number  
P271 825 982

Type of Service:  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X

6. Signature — Agent  
X

7. Date of Delivery  
JAN 19 1988

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name 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(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
IRS  
P.O. Box 12050  
Phila., PA 19106  
ATTNL Special Procedures Function

4. Article Number  
P271 825 990

Type of Service:  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X

6. Signature — Agent  
X

7. Date of Delivery

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

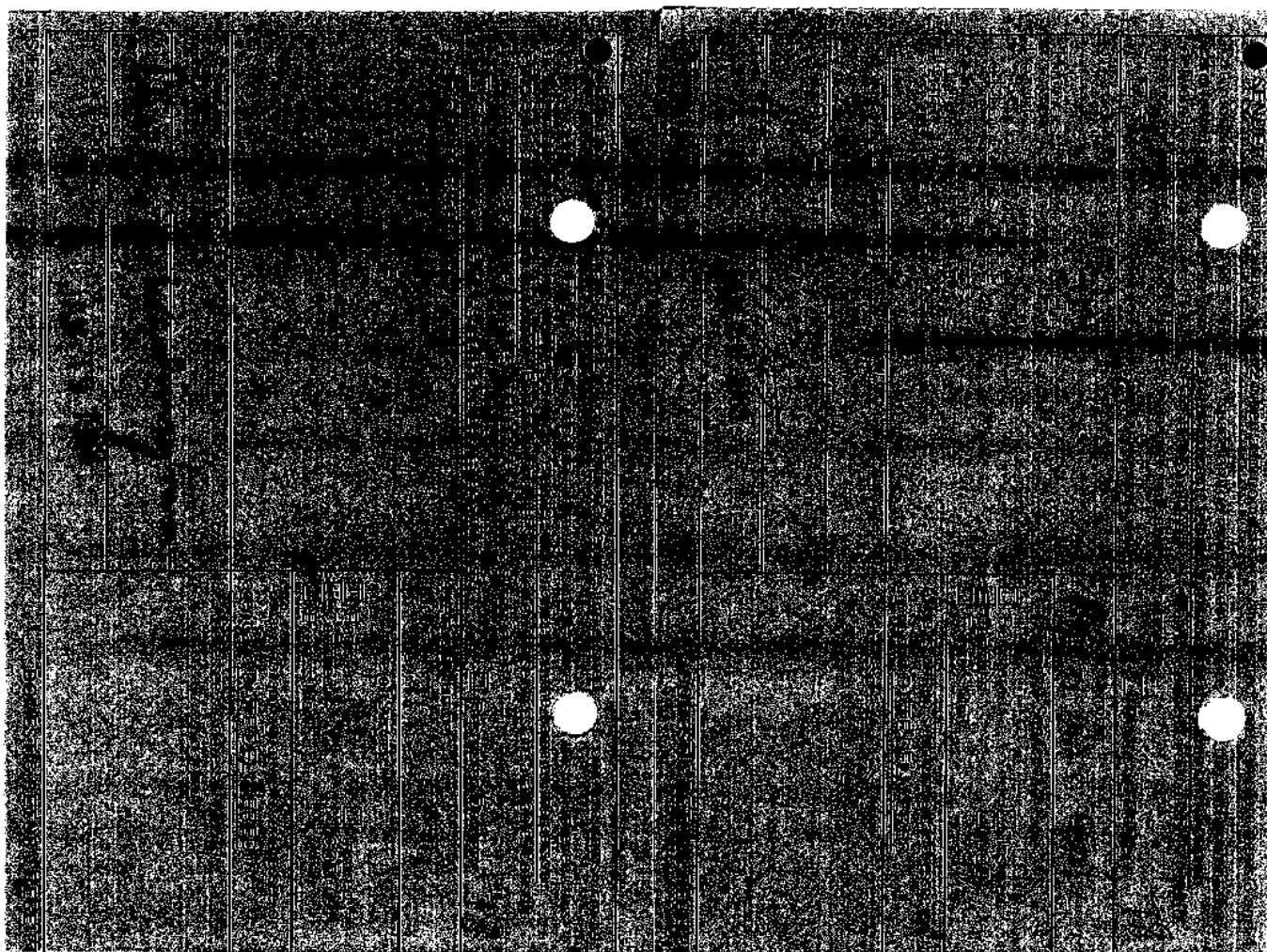
SENDER: Complete items 1 and 2 when additional services are desired. If you complete items 3 and 4, it your address is RETURN TO space on the reverse side. Failure to do this will prevent this from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult the master for fees and check box(es) for additional services requested.

☐ Show to whom delivered date and addressee's address. ☐ Restricted Delivery.

Article Addressed to Marlene Mymaw RD 3 Box 243 Birmingham, Ala 35205	4. Article Number P 271 836 852
	Type of Service <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> Collect
	5. Signature of Addressee or Authorized Agent [Signature]
	6. Date of Delivery [Date]
	7. Signature of Carrier [Signature]
	8. Signature of Post Office [Signature]
	9. Signature of Inspector [Signature]
	10. Signature of Agent [Signature]
	11. Signature of Clerk [Signature]
	12. Signature of Assistant [Signature]
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	97. Signature of Inspector [Signature]
	98. Signature of Agent [Signature]
	99. Signature of Clerk [Signature]
	100. Signature of Assistant [Signature]

PS Form 3800-1, Feb. 1966





SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 11/11/88

DOCKET AND INDEX 11/15/88

SET FILE FOLDER UP 11/15/88

CHECK FOR PROPER INFO

WRIT OF EXECUTION 11/15/88

COPY OF DESCRIPTION 11/15/88

WHEREABOUTS OF LAST KNOWN ADDRESS 11/15/88

NON-MILITARY AFFIDAVIT 11/15/88

NOTICES OF SHERIFF'S SALE 11/15/88

WATCHMAN RELEASE FORM 11/15/88

AFFIDAVIT OF LIENS LIST 11/15/88

CHECK FOR \$500.00 -- 11/15/88

- \* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO

SET SALE DATE AND ADV. DATES AND POSTING DATES 11/15/88

POST ALL DATES ON CALANDER 11/15/88

- \* 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 11/15/88

- \* 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 11/15/88

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) 11/15/88

SERVICE

TYPE CARDS FOR DEFENDANTS 11/15/88

PUT PAPERS TOGETHER FOR DEFENDANTS 11/15/88

- \* COPY OF WRIT FOR EACH DEFENDANT
- \* NOTICE OF SHERIFF SALE
- \* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS 11/15/88

- \* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 11/15/88

- \* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 11/15/88

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 11/15/88

SHERIFF'S SALE OUTLINE CON'TSALE BILLS

SEND DESCRIPTION TO PRINTER \_\_\_\_\_

\*\* THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS \_\_\_\_\_

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. \_\_\_\_\_

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE \_\_\_\_\_

TAX CLAIM OFFICE \_\_\_\_\_

TAX ASSESSMENT OFFICE \_\_\_\_\_

PROTH OFFICE(post on board) \_\_\_\_\_

POST IN FRONT LOBBY \_\_\_\_\_

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 \_\_\_\_\_

# HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
JOSEPH A. QUINN, JR.  
ARTHUR L. PICCONE  
JOSEPH P. MELLODY, JR.  
CONRAD A. FALVELLO  
NEIL L. CONWAY  
RICHARD S. BISHOP  
JORDAN H. PECILE  
BRIAN C. CORCORAN  
EUGENE D. SPERAZZA  
TERRENCE J. HERRON  
MARK P. McNEALIS  
RICHARD K. HODGES  
CYNTHIA R. VULLO

GEORGE A. SPOHRER  
RICHARD M. GOLDBERG  
ANTHONY C. FALVELLO  
WILLIAM F. ANZALONE  
DAVID W. SABA  
JOSEPH A. LACH  
RONALD V. SANTORA  
THOMAS B. HELBIG  
JOHN D. NARDONE  
JONATHAN A. SPOHRER  
SUSAN CUTRIGHT  
WALTER T. GRABOWSKI  
DIANE K. KATLIC

## LAW OFFICES

SUITE SEVEN HUNDRED  
UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNA. 18701  
(717) 825-9401  
TELECOPIER (717) 829-3460

May 4, 1988

RETIRE  
ANDREW HOURIGAN, JR.

OF COUNSEL  
MORRIS B. GELB

FALVELLO LAW OFFICE BUILDING  
CONYNGHAM-DRUMS ROAD  
BOX A 103  
R.D.1. SUGARLOAF, PA 18249  
(717) 766-4191

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

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

Re: United Penn Bank vs. Robert A. Felegie  
and Lynn Felegie; 78 of 1987 E. D.

Dear Mr. Adler:

Please be advised that the United Penn Bank wishes to stay the execution proceeding initiated by the United Penn Bank against Robert and Lynn Felegie that was originally scheduled for Friday, May 6, 1988, at 10:00 a.m.

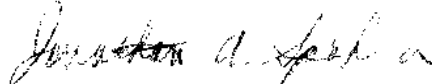
It seems that the Felegies' Workman's Compensation claim will be decided shortly and as a result, we wish to forego any Sheriff's Sale pending an anticipated successful result of that claim.

In the event that a decision on the Workman's Compensation claim is not forthcoming by May 23, 1988, please be advised that the United Penn Bank will be refiling the Writs of Execution in this matter. In addition, Attorney Amy Ershler from the Susquehanna Legal Services has informed me, and this letter will confirm, that your office will not require a deposit from the United Penn Bank in the event the Writs of Execution are subsequently refiled on May 23, 1988.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

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

  
Jonathan A. Spohrer

JAS/po

cc: R. G. Rohrbach, Jr.  
Amy Ershler, Esquire  
Garry Wamser, Esquire

OFFICE OF  
**JOHN R. ADLER**



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

**PHONE**  
**717-784-1991**

April 5, 1988

UNITED PENN BANK VS. ROBERT A. & LYNN D. FELEGIE

No. 1397 of 1985 J.D.  
No. 78 of 1987 E.D.

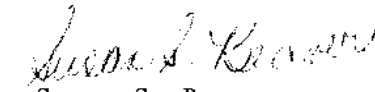
Jonathan Spohrer  
Suite 700  
United Penn Bank Building  
Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

In regards to the letter received by you for the above named sheriff sale, I have scheduled the new date for Friday, May 6, 1988 at 10:00 A.M. in the sheriff's office.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

# HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
JOSEPH A. QUINN, JR.  
ARTHUR L. PICCONE  
JOSEPH P. MELLODY, JR.  
CONRAD A. FALVELLO  
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DAVID W. SABA  
JOSEPH A. LACH  
RONALD V. SANTORA  
THOMAS B. HELBIG  
JOHN D. NARDONE  
JONATHAN A. SPOHRER  
SUSAN CUTRIGHT  
WALTER T. GRABOWSKI  
DIANE K. KATLIC

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

(717) 825-9401  
TELECOPIER (717) 829-3460

(717) 826-2710

March 21, 1988

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

FALVELLO LAW OFFICE BUILDING  
CONYNGHAM-DRUMS ROAD  
BOX A 103  
R.D.1. SUGARLOAF, PA 18249  
(717) 766-4191

600 PENN SECURITY BANK BUILDING  
SCRANTON, PA 18503  
(717) 346-6414

John Adler, Sheriff  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, Pa. 17815

Re: United Penn Bank vs. Robert Felegie

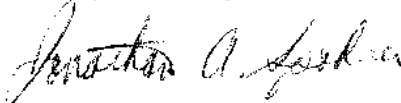
Dear Mr. Adler:

Pursuant to a recent Stipulation entered into by the parties hereto, a copy of which I have enclosed for your information, please be advised the United Penn Bank hereby requests a continuance of the Sheriff's Sale scheduled for Tuesday, March 22, 1988, at 9:30 a.m. for forty-five (45) days.

If you have any further questions involving this matter, please do not hesitate to contact me.

Very truly yours,

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

  
Jonathan A. Spohrer

JAS/po  
Enclosure  
cc: Garry Wamser

UNITED PENN BANK,	:	IN THE COURT OF COMMON PLEAS
	:	OF COLUMBIA COUNTY
	:	CIVIL ACTION - LAW
vs.	:	IN MORTGAGE FORECLOSURE
ROBERT A. FELEGIE and	:	
LYNN D. FELEGIE, his wife,	:	
Defendants	:	NO. 1397 of 1985

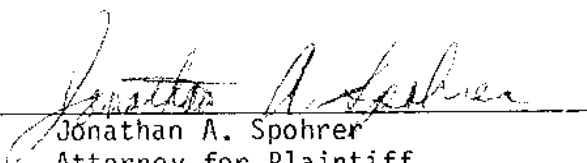
STIPULATION

It is hereby stipulated and agreed by and between counsel for Plaintiff, Hourigan, Kluger, Spohrer & Quinn, P. C., and counsel for Defendants, Garry Wamser, as follows:

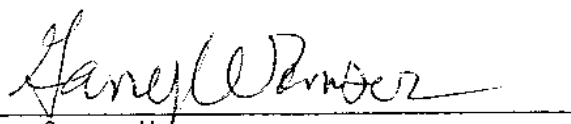
1. That the Plaintiff had originally scheduled a Sheriff's sale in this matter for Tuesday, March 22, 1988, at 9:30 a.m.
2. That Defendants filed a Motion to Strike the Judgment obtained by the Plaintiff against the Defendants dated December 31, 1987.
3. That the Plaintiff agrees to continue the above-referenced Sheriff's sale for 45 days in consideration of Defendants' withdrawing their Motion to Strike the Judgment and in anticipation of Defendants resolving their Workmen's Compensation Claim within that 45 day period.
4. The hearing on Defendants' Motion to Strike Judgment originally scheduled for Friday, March 4, 1988, at 4:15 before Judge Myers

will be indefinitely continued pending a resolution of the dispute between the parties.

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

By:   
Jonathan A. Spohrer  
Attorney for Plaintiff

SUSQUEHANNA LEGAL SERVICES

By:   
Garry Wanser  
Attorney for Defendants



STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

} SS:

Paul R. Eyerly, III, Publisher . . . . ., being duly sworn according to law deposes 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 . . . February 25th, March 3rd, March 10th . . . . ., 19 88 . . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

.....  
Paul R. Eyerly, III

Sworn and subscribed to before me this . . . 11th . . . day of March . . . 19 88 . . .

.....  
Matthew J. Creme  
(Notary Public)

My Commission Expires

**MATTHEW J. CREME, NOTARY PUBLIC**  
Bloomsburg, PA Columbia County  
My Commission Expires JULY 5, 1989

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

.....  
Notary Public

State of Pennsylvania  
County of Columbia

ss.

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

Robert A. Felegie and Lynn D. Felegie

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 15th day of March  
A.D., 1988.

*Beverly J. Michael* RECORDER

THIS INDENTURE, made this 4th day of November  
In the year of our Lord one thousand nine hundred and Eighty (1980)

BETWEEN ROBERT A. FELEGIE and LYNN D. FELEGIE, his wife, both of  
R.D. # 3, Bloomsburg, Pennsylvania

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

WHEREAS, said Mortgagor in and by an Obligation or Writing obligatory, duly executed under the hand and seal  
of said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of  
FORTY THOUSAND DOLLARS (\$40,000.00)

lawful money of the United States of America, conditioned for the payment of the just sum of  
TWENTY THOUSAND DOLLARS (\$20,000.00)

lawful money as aforesaid, together with interest payable as set forth hereafter and, provided, that Mortgagor may pre-  
pay the debt, in whole or in part, without penalty. Lawful money as aforesaid, the principal  
sum of \$20,000.00 dollars lawful money of the United States of America,  
payable within 25 years from the date hereof, together with interest on  
all unpaid balances of principal at the rate of 13 per cent, per annum,  
the said principal and interest shall be paid in monthly installments of  
\$225.57 each, the first such monthly payment to be made on the 4th  
day of December 1980, and thereafter on the 4th  
day of each and every month until the entire indebtedness had been paid;  
said monthly payments shall be applied first to the said interest and then  
in reduction of said principal sum.

AND also conditioned for the payment of the premium or premiums that will become due and payable to place  
and renew insurance on the buildings on the herein-described premises, payable to the Mortgagee, as its interest may  
appear, against loss by fire or other hazard as may be required by the Mortgagee in amounts and in company or com-  
panies satisfactory to said Mortgagee, and, Mortgagor hereby agrees that it shall lodge said policy or policies of insur-  
ance with the Mortgagee.

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims superior to the  
lien hereby created, which are assessed by any lawful authority, such payment to be made by the Mortgagor within six  
(6) months after such tax, assessment, or other charge shall have become due, and the official receipts therefore shall  
be promptly produced by the Mortgagor to the Mortgagee. In the event of a default in such payment or payments by the  
Mortgagor, it is hereby expressly agreed that the Mortgagee may pay the same, and that any sum or sums so paid by the  
Mortgagee shall be added to the principal debt secured hereby, and shall bear interest at the rate set forth above, per an-  
num from the date of payment.

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

AND PROVIDED, further, and it is hereby expressly agreed that in the event of any breach by the Mortgagor of any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgagee to enter upon all the land, buildings and premises granted by this Mortgage, and to take possession of same and of the fixtures and equipment therein contained, to have, hold, manage, or lease to any person or persons, to use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion. The Mortgagor agrees that no lease will be executed or assigned for any part of the within-described premises without the prior written permission of the Mortgagee, and that no portion of this Mortgage will be assumed by any party or the property covered by this Mortgage in any way encumbered without the prior written permission of the Mortgagee. The taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies set forth herein by the Mortgagee.

This Mortgage and the accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein, and now due or to become due, or for any note or notes, writing or writings, contract or contracts given in exchange, substitution, extension or renewal thereof, and now or hereafter discounted, purchased, accepted, taken or used by the Mortgagee for the Mortgagor herein.

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

If any section of this Mortgage is deemed unlawful or unenforceable by reason of existing or future legislation, or judicial interpretation thereof, that section shall be deemed separable and separate from the balance of this obligation and all terms and conditions of this Mortgage shall remain in full force and effect and shall be binding upon the Mortgagors, their executors, administrators, heirs, successors and assigns.

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

(Legal Description)

ALL that certain lot, piece, or parcel of land situate in the Township of Beaver, County of Columbia, and State of Pennsylvania bounded and described as follows:

BEGINNING at a stone corner found in place in the northerly line of Pennsylvania Legislative Route 19017 leading to Mountain Grove, said corner being also a corner of land of D. Grebey; Thence along the northerly line of said state road South 59° 52' West eighty and no hundredths (80.00) feet to an iron pin corner; Thence through land of the Grantor herein the three (3) courses and distances; North 40° 28' East two hundred six and no hundredths (206.00) feet to an iron pin corner; South 81° 56' West two hundred forty nine and twenty seven one hundredths (249.27) feet to an iron pin corner; North 80° 04' West one thousand thirty and one one hundredths (1030.01) feet to the center of Beaver Run; Thence along the centerline of Beaver Run the following six (6) courses and distances; North 59° 12' East thirty three and nineteen one hundredths (33.19) feet to a point; South 88° 46' East twenty five and thirty three one hundredths (25.33) feet to a point; South 61° 39' East one hundred thirty five and seventy nine one hundredths (135.79) feet to a point; North 70° 14' East one hundred eighty four and sixty three one hundredths (184.63) feet to a point; North 88° 13' East one hundred twelve and thirty three one hundredths (112.33) feet to a point; South 89° 58' East seventy six and eighteen one hundredths (76.18) feet to a point in line of land of D. Grebey; Thence along land of D. Grebey South 40° 28' West one thousand one hundred seventy one and forty seven one-hundredths (1171.47) feet to the place of beginning. Containing (10.00) acres of land, being the same more or less.

Being part of the same land conveyed to the grantors herein from Tessie Felegie by deed dated April 13, 1971, and recorded in the office of the Recorder of Deeds in Columbia County Deed Book 256, Page 188.

ALSO ALL THAT CERTAIN piece and parcel of land situate in Beaver Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING: At a stone corner in line of lands of George Felegy, 17.6 perches south of the hemlock corner, the place of beginning of the Joseph Bolinsky farm; Thence along lands of George Felegy South 0 degrees, 30 minutes West, 53.2 perches to a stone on the north side of the State Highway leading from Shumans to Mt. Grove; Thence along the north side of said Highway North 59 degrees East 27.2 perches to a stone corner in line of other lands of Joseph Bolinsky and Helen Bolinsky; Thence along other lands of the said Joseph Bolinsky and Helen Bolinsky North 14 degrees, 15 minutes West 42.8 perches to a stone corner; Thence by the same South 77 degrees, 30 minutes West, 12.5 perches to the place of beginning and containing 5 acres and 108 perches, more or less.

BEING the same premises which Dennis W. Grebey and Pauleta Grebey, his wife, conveyed to United Penn Bank by Deed of September 24, 1980. Said Deed was recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 299 Page 685.

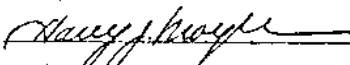

TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions, or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter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

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

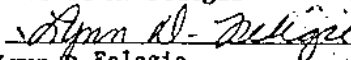
IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents the day and year first-above written.

Signed, sealed and delivered

In the presence of:

  
Robert A. Felegie (SEAL)

  
Lynn D. Felegie (SEAL)

(SEAL)

(SEAL)

STATE OF PENNSYLVANIA

: SS:

COUNTY OF Luzerne

On this, the 4th day of November, 19 80, before me,  
the undersigned officer, personally appeared

Robert A. Felegie and Lynn D. Felegie  
(or satisfactorily proven) to be the persons whose names are subscribed to the instrument  
and acknowledged that they executed the same for the purposes therein contained.

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

JOHNNIE LOTITO

My Commission Expires: Notary Public, West Hazleton, Luzerne Co.  
My Commission Expires November 26, 1984

*Johnnie Lotito*



STATE OF PENNSYLVANIA

: SS:

COUNTY OF

On this, the day of 19, before me,  
the undersigned officer, personally

appeared, who acknowledged himself to be  
the of a corporation,  
and that he as such, being authorized to do so,  
executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself

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

Commission Expires:

RECORDED BY RECORDER  
COLUMBIA CO. PA.  
TAX - \$8.00  
NOV 12 1 36 PM '80

No. 110  
**MORTGAGE**

Robert A. Felegie and  
Lynn D. Felegie, his wife

TO

**UNITED PENN BANK**

*110*

The precise address of UNITED PENN BANK, the Mortgagee, is 18 West Market Street, Wilkes-Barre, Pennsylvania.  
SMITH, EVES, KELLER AND HARDING

BY: ATTORNEY FOR MORTGAGORS

Columbia

RECORDED in the Office for Recording of Deeds in and for Luzerne County, in the State of Pennsylvania, in Mortgage  
Book 201, Page 1060, etc.

WITNESS my hand and seal of Office this 12th day of November,  
Anno Domini, 1980 at 1:36 p.m.

BOOK 201 PAGE 1053

*Beverly J. Michael*  
Acting Recorder

# REAL ESTATE MORTGAGE

THIS INDENTURE, made the 18th day of August, 19 81, by and between

Robert A. Fologie & Lynn D. Fologie, His Wife

(MORTGAGORS)

and HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation (MORTGAGEE).

1501 W. Front Street, Berwick Pennsylvania.  
MORTGAGORS, on this date, have executed a note by the terms of which MORTGAGORS have become indebted to MORTGAGEE in the sum of 8100.00 Dollars to be paid, including interest as specified therein, within 60 months from the date hereof in 60 monthly installments of 140.00 Dollars and the first installment to be paid on September 18 19 81 and the succeeding installments to be paid on the 18th day of each month thereafter until the entire sum due is paid in full.

This Mortgage and the lien thereof shall be security for this debt made by MORTGAGEE to MORTGAGORS.

MORTGAGORS covenant and warrant that MORTGAGORS have full fee simple title to the mortgaged premises hereinafter described, that MORTGAGORS will pay the above mentioned debt as required by the said note; that the buildings on the premises shall be kept insured against loss by fire for the benefit of MORTGAGEE, in companies and amounts satisfactory to MORTGAGEE, with a standard mortgagee clause; and MORTGAGORS will pay any tax, assessment or other governmental charge, including water and sewer rents, assessed against or imposed upon the said premises, and will deliver to MORTGAGEE receipts therefor immediately upon demand.

Upon nonpayment by MORTGAGORS of any installment on the date when such installment shall fall due, or failure by MORTGAGORS to keep required insurance in force, the entire balance of the aforesaid debt shall become due and payable, at the option of MORTGAGEE, as provided in the note.

In the event that MORTGAGEE retains an attorney to institute an action on the said note or to foreclose on this Mortgage, then MORTGAGORS shall pay, in addition to the balance due on the said note, including accrued interest, any attorney fees and court costs; and in the event that MORTGAGEE obtains a judgment against MORTGAGORS in the suit on the said note or on this Mortgage, and thereafter issues a writ of execution or other appropriate writ on the said judgment, then MORTGAGORS hereby waive all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the mortgaged premises, and any such judgment shall bear interest at the applicable rate until the full amount due MORTGAGEE is actually paid, by the Sheriff or otherwise.

NOW THEREFORE, MORTGAGORS, in consideration of the said debt, and to secure payment thereof, hereby grant, bargain and sell to MORTGAGEE

ALL THAT CERTAIN tract or parcel of land situate in the County of Columbia, Commonwealth of Pennsylvania, more particularly described in the Deed recorded in the office for the recording of deeds in Deed Book No. 300 page 254 "and otherwise known as" 300 256

RD 3  
Bloomsburg, Pa.  
Beaver Twp.

TOGETHER with the buildings, improvements, rights, privileges, hereditaments and appurtenances, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises unto MORTGAGEE forever.

PROVIDED, nevertheless, that if MORTGAGORS shall pay to MORTGAGEE the entire debt as hereinbefore set forth, then the estate hereby granted shall cease, determine and become void.

Mortgagors hereby waive and release all their rights in the above described property under Federal exemption laws.

This mortgage may not be assumed without the written consent of the MORTGAGEE.

IN WITNESS WHEREOF the said MORTGAGORS have hereunto set hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

J. E. Skursky ..... Robert A. Felegio (SEAL)  
(Robert A. Felegio)  
Lynn D. Felegio (SEAL)  
(Lynn D. Felegio)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia } ss.

On the 18th day of August, 19 81, before me, personally appeared the above-named

Robert A. Felegio and Lynn D. Felegio, His Wife  
and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their free and voluntary act and deed, and  
desired that it be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

It is hereby certified that the address  
of the within-named Mortgagee is

1504 W. Front St.

Berwick, Pa. 18603

on behalf of MORTGAGEE.

JOSEPH E. SKURSKY, Notary  
Berwick, Luzerne Co., Pa.  
My Commission Expires Dec 31, 1983



Recorded in Columbia County  
Mtg. Book 206, page 305 on  
August 20, 1981 at 9:32 a.m.

Beverly J. Michael  
Notary Recorder

#229  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX FEE \$5.00  
AUG 20 9 32 AM '81



**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**MORTGAGE**

THIS MORTGAGE, entered into this 16th day of July, 19 87  
by and between Robert A. and Lynn D. Felegie  
(herein "Borrower"), residing at R.D. #3, Box 484  
Bloomsburg, PA 17815  
Columbia County

AND

the PENNSYLVANIA HOUSING FINANCE AGENCY, (herein "PHFA" or "AGENCY"), a public corporation and government instrumentality, created by and existing pursuant to the Housing Finance Agency Law (35 P.S. Section 1680.101 et seq., as amended, hereinafter referred to as "Act"), having its principal office at 2101 North Front Street, City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania.

WHEREAS, Borrower is indebted to PHFA in an amount not to exceed the principal sum of Twelve thousand dollars and no  
CENTS (\$ 12,000.00) Dollars, which indebtedness is evidenced by Borrower's  
Note dated this date, (herein "Note"), providing for the payment of installments of principal and interest, when required pursuant to its terms.

This Mortgage is given by the Borrower to PHFA to secure any and all sums loaned by PHFA on behalf of the Borrower pursuant to the Homeowner's Emergency Mortgage Assistance Program, established by Act 91 of 1983, and any subsequent amendments. The sums secured by this Mortgage are evidenced by a Note between the parties, and include the following:

- A. All sums advanced by PHFA to satisfy delinquent mortgage obligations of the Borrower to one or more mortgage lenders holding security on the real property described below
- B. All sums that will be advanced by PHFA in the future to maintain such mortgage obligations of the Borrower in current status.
- C. Any related costs, fees, taxes or other expenses advanced on behalf of the Borrower by PHFA.
- D. Any interest owed by the Borrower to PHFA that accrues on the principal sums that have been advanced.

To secure the repayment of such sums, Borrower does hereby mortgage, grant and convey to PHFA the following described real property, located in the County of Columbia, Commonwealth of Pennsylvania, which real property has the address of R.D. #3, Box 484, Bloomsburg, PA 17815 and is described as follows: See Appendix "A" attached herein.

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

**BORROWER AND PHFA COVENANT AND AGREE AS FOLLOWS:**

1. **BORROWER'S COVENANT.** Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to mortgage, grant and convey the Property to PHFA.

2. **REQUIRED PAYMENTS.** Borrower's obligation to make payments of interest and/or principal on the sums advanced pursuant to the terms of this Mortgage will be determined by PHFA. This determination will be made on the basis of information submitted to PHFA by the Borrower. PHFA will notify the Borrower of the amount due to be repaid each month toward principal and interest. The Borrower shall make payments of principal and interest, as required, by the fifteenth (15th) of each month.

The obligation of the Borrower to make payments to PHFA will be determined by PHFA pursuant to the requirements of Act 91 of 1983 and any subsequent amendments. Those requirements are specified in the Note between the parties and in the Delinquent Mortgage Repayment Agreement entered into between the parties to this Mortgage and the respective mortgage lender(s) of the Borrower.

In the event there is more than one Borrower, the obligation of each shall be joint and several.

3. **INTEREST.** Except when otherwise provided in the Note, or the Delinquent Mortgage Repayment Agreement, interest shall accrue on the sums advanced pursuant to this Mortgage at the rate of nine percent (9%) per annum. Such interest shall only accrue when permitted to do so by Act 91 of 1983, or any amendments thereto.

4. **DEFAULT.** If Borrower fails to make timely payments of principal and interest as required by this Mortgage, its accompanying Note, or the Delinquent Mortgage Repayment Agreement, or if the Borrower violates any other term of this Mortgage, its accompanying Note or the Delinquent Mortgage Repayment Agreement, which violation is not remedied within a period of thirty (30) days, then PHFA may declare this Mortgage to be in default, and it may accelerate all outstanding indebtedness, by declaring all sums remaining due under this Mortgage to be immediately due and payable in their entirety. In such an event, PHFA may institute an action of mortgage foreclosure against the Borrower, or such other form of civil action as is determined appropriate by PHFA. If it is necessary for PHFA to institute such legal action, Borrower agrees that it will pay all costs and reasonable attorneys' fees actually incurred by PHFA.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall maintain the Property secured by this Mortgage in good repair and shall not commit waste or permit impairment or deterioration of the Property.

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

7. **TAXES AND INSURANCE.** The Borrower agrees that all real estate taxes, water and sewage charges, and other charges that are levied against the premises will be paid in a timely manner, and that the Borrower will not permit any liens of any kind to be placed on the premises by any taxing or other authority. Borrower further agrees that it will maintain adequate liability and hazard insurance to protect the Mortgage Premises against risk of loss, and that PHFA will be named as an additional mortgagee on any such policy.

In the event that Borrower fails to maintain adequate liability and hazard insurance as required by this paragraph, then PHFA may obtain such coverage, and add its cost to the amount owed to it by the Borrower.

8. **INSURANCE PROCEEDS.** In the event that the proceeds of an insurance claim are paid to the Borrower, and those proceeds are not to be used to restore the premises, then PHFA may claim its right to a proportional share of such proceeds in proportion to its indebtedness.

392-1111-744

THE ADDRESS OF R.D.#3, BOX 484, BLOOMSBURG, PENNSYLVANIA 17815, COLUMBIA COUNTY  
AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE: ALL that certain piece and parcel of land situate in Beaver Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner in line of lands of George Felegy, 17.6 perches south of the hemlock corner, the place of beginning of the Joseph Bolinsky farm;

THENCE along lands of George Felegy South 00 degrees, 30 minutes West, 53.2 perches to a stone on the north side of the State Highway leading from Shumans to Mt. Grove;

THENCE along the north side of said Highway North 59 degrees East 27.2 perches to a stone corner in line of other lands of Joseph Bolinsky and Helen Bolinsky;

THENCE along other lands of the said Joseph Bolinsky and Helen Bolinsky North 14 degrees, 15 minutes West 42.8 perches to a stone corner;

THENCE by the same South 77 degrees, 30 minutes West, 12.5 perches to the place of beginning and containing 5 acres and 108 perches, more or less.

BEING the same premises conveyed to the United Penn Bank by Deed of Dennis W. Grebey and Pauleta Grebey, his wife, dated September 24, 1980, and recorded September 30, 1980, in Luzerne County Deed Book 299 at page 685.

PARCEL TWO:

All that certain lot, piece, or parcel of land situate in the Township of Beaver, County of Columbia, and State of Pennsylvania bounded and described as follows:

BEGINNING at a stone corner found in place in the northerly line of Pennsylvania Legislative Route 19017 leading to Mountain Grove, said corner being also a corner of land of D. Grebey; Thence along the northerly line of said state road South 59° 52' West eighty and no hundredths (80.00) feet to an iron pin corner; Thence through land of the Grantor herein the three (3) courses and distances; North 4° 28' East two hundred six and no hundredths (206.00) feet to an iron pin corner; South 81° 56' West two hundred forty nine and twenty seven one hundredths (249.27) feet to an iron pin corner; North 8° 04' West one thousand thirty and one one hundredths (1030.01) feet to the center of Beaver Run; Thence along the centerline of Beaver Run the following six (6) courses and distances; North 59° 12' East thirty three and nineteen one hundredths (33.19) feet to a point; South 88° 46' East twenty five and thirty three one hundredths (25.33) feet to a point; South 61° 39' East one hundred thirty five and seventy nine one hundredths (135.79) feet to a point; North 70° 14' East one hundred eighty four and sixty three one hundredths (184.63) feet to a point; North 88° 13' East one hundred twelve and thirty three one hundredths (112.33) feet to a point; South 89° 58' East seventy six and eighteen one hundredths (76.18) feet to a point in line of land of D. Grebey; Thence along land of D. Grebey South 4° 28' West one thousand one hundred seventy one and forty seven one hundredths (1171.47) feet to the place of beginning. Containing (10.00) acres of land, being the same more or less.

Being part of the same land conveyed to the grantors herein from Tessie Felegy by deed dated April 13, 1971, and recorded in the office of the Recorder of Deeds in Columbia County Deed Book 256, Page 188. Foregoing description was prepared by BAER AND EVANS, Registered Surveyors, R. D. #2, Hazleton, Pa.

PARCEL THREE:

ALL that certain lot, piece or parcel of land situate in the Township of Beaver, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Beaver Run, being the northwesterly corner of other land now or formerly of the Grantees herein;

THENCE, along other land of the Grantees herein South 8° 04' East eight hundred sixty-five and ninety-four one hundredths (865.94) feet to a point;

THENCE, through land of the Grantors South 81° 56' West five hundred fifty-seven and twenty-three one hundredths (557.23) feet to a point in the easterly line of land now or formerly of Joseph John Felegie;

THENCE, along Joseph John Felegie land North 8° 04' West six hundred thirty-nine and sixteen one hundredths (639.16) feet to a point in the center of Beaver Run;

THENCE, along Beaver Run the following eight (8) courses and distances:

- (1) North 40° 51' East forty-nine and ninety-nine one hundredths (49.99) feet to a point;
- (2) North 31° 39' East sixty-nine and four one hundredths (69.04) feet to a point;
- (3) North 46° 49' East one hundred seven and forty-eight one hundredths (107.48) feet to a point;
- (4) North 66° 32' East seventy-four and twelve one hundredths (74.12) feet to a point;
- (5) South 75° 26' East fifty-four and forty-eight one hundredths (54.48) feet to a point;
- (6) North 77° 31' East one hundred one and sixty-one one hundredths (101.61) feet to a point;
- (7) North 56° 31' East sixty-eight and twenty-nine one hundredths (68.29) feet to a point;
- (8) North 59° 12' East one hundred eleven and forty-three one hundredths (111.43) feet to the place of BEGINNING.

CONTAINING (10.00) acres of land being the same, more or less.

BEING part of the same land conveyed to George Felegie and Susan B. Felegie, his wife, by Tessie Felegie, by Deed dated April 13, 1971, and recorded in the Office of the Recorder of Deeds in Columbia County Deed Book 256, Page 188. The said George Felegie predeceased Susan B. Felegie, thereby vesting title in fee simple in Susan B. Felegie as sole surviving tenant by the entirety. The said Susan B. Felegie died on August 27, 1981 and her Estate was filed in the Office of the Register of Wills in and for Columbia County to No. 19-81-0248. Item Two of the Last Will and Testament of Susan B. Felegie bequeathed all of her real estate, of which this parcel is a part, to her three sons, Robert Felegie, George Felegie and Joseph Felegie, all of whom and their wives, join in this conveyance. The purpose of this Deed is to transfer all of the Grantors' interests in and to the aforesaid property and to create title in fee simple in the Grantees.

BOOK 392 PAGE 746

THIS CONVEYANCE IS 1/3 TRANSFER TAX EXEMPT AS THE GRANTEES ARE CONVEYING THEIR 1/3 INTEREST AS SET FORTH ABOVE TO THEMSELVES.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXERCISED OR RESERVED.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to PHFA in an amount sufficient to satisfy any outstanding indebtedness owned to PHFA.

10. PREPAYMENT PERMITTED. The Borrower may prepay the sums loaned pursuant to this Mortgage in whole or in part at any time without penalty.

11. TRANSFER OF THE PROPERTY; DUE ON SALE. If all or any part of the Property or an interest therein is sold or transferred by Borrower without PHFA's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any leasehold interest of three years, or less in a part of the property, not containing an option to purchase, PHFA may, at PHFA's option, declare all the sums secured by this Mortgage to be immediately due and payable.

12. REMEDIES CUMULATIVE. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage, the other loan documents, or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. FORBEARANCE BY PHFA NOT A WAIVER. Any forbearance by PHFA in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy at any appropriate time.

14. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that any provision or clause of this Mortgage, the Note or the Delinquent Mortgage Repayment Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note or the Delinquent Repayment Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note and the Delinquent Mortgage Repayment Agreement are declared to be severable.

15. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, administrators, executors and/or assigns of PHFA and Borrower.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage  
WITNESS:

Robert James DeLaney  
Robert James DeLaney

Robert A. DeLaney  
Brynn D. DeLaney

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LUZERNE ) SS:

On this, the 16th day of JULY, 19 87, before me, ROBERT JAMES DELANEY,  
the undersigned officer, personally appeared ROBERT J. AND LYNN D. DELANEY, known to me (or satisfactorily  
proven) to be the person whose name(s) is (are) subscribed to within instrument and acknowledged that they executed the same for the  
purposes therein contained.

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

NOTARY PUBLIC

White-Barre, Luzerne County, Pa.

My Commission Expires 06/04/89

I hereby certify that the principal place of business and complete post office address of the within-named Mortgagee is, and after recordation this  
Mortgage should be returned to

Pennsylvania Housing Finance Agency  
2101 North Front Street  
P.O. Box 8029  
Harrisburg, Pennsylvania 17105-8029

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF Columbia 12:43PM ) SS:

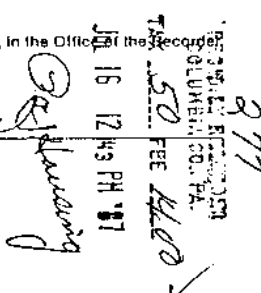
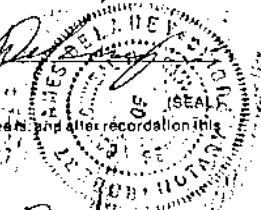
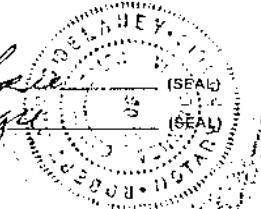
RECORDED on this 16th day of JULY, 19 87, in the Office of the Recorder  
of Deed in and for said County, in Volume 392, Page 744

GIVEN UNDER my hand and seal of office the date above written

Beverly J. Mitchell  
Recorder of Deeds

BOOK 392 PAGE 747

APR 10 1988



LIST OF LIENS

VERSUS

ROBERT A. FELEGIE and LYNN D. FELEGIE

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn. Bank

versus

Robert A. & Lynn D. Felegie, his wife

No. 1397 of Term, 1985  
Real Debt \$ 28,363.55  
Interest from  
Commission  
Costs  
Judgment entered  
Date of Lien Default Judgment  
Nature of Lien December 31, 1987

Department of Public Welfare

versus

Robert A. & Lynn D. Felegie

No. 1099 of Term, 1985  
Real Debt \$ 5,000.00  
Interest from  
Commission  
Costs  
Judgment entered  
Date of Lien October 4, 1985  
Nature of Lien Reimbursement Agreement

versus

No. of Term, 19  
Real Debt \$  
Interest from  
Commission  
Costs  
Judgment entered  
Date of Lien  
Nature of Lien

versus

No. of Term, 19  
Real Debt \$  
Interest from  
Commission  
Costs  
Judgment entered  
Date of Lien  
Nature of Lien

versus

No. of Term, 19  
Real Debt \$  
Interest from  
Commission  
Costs  
Judgment entered  
Date of Lien  
Nature of Lien

# Susquehanna Legal Services

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February 17, 1988

John Adler, Sheriff  
Sheriff's Office  
Columbia County Courthouse  
Main Street  
Bloomsburg, PA 17815

RE: United Penn Bank v. Felegie

Dear Sheriff Adler:

Enclosed is a copy of an Order entered February 4, 1988 regarding the sheriff's sale scheduled for March 22, 1988, at 9:30 a.m., of the Felegie property. We have filed a Motion to Strike the judgment. The Court has ordered that any further action on the sheriff's sale is stayed pending further order of the Court.

If you have any questions, please give me a call.

Sincerely,

SUSQUEHANNA LEGAL SERVICES



Garry Wamser, Esquire  
Bloomsburg Office

GW/kdm

cc: Robert and Lynn Felegie

Copy to:

416 Pine Street  
Williamsport, PA 17701  
tel. 717-323-8741  
Administrative Office

168 E. Fifth Street  
Bloomsburg, PA 17815  
tel. 717-784-8760

205 Arch Street  
Sunbury, PA 17801  
tel. 717-286-5687

316 Grove Street  
Lock Haven, PA 17745  
tel. 717-748-9526

16 Water Street  
Weissport, PA 16901  
tel. 717-724-3464

UNITED PENN BANK,  
Plaintiff  
vs.

ROBERT A. FELEGIE and  
LYNN D. FELEGIE, His Wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: IN MORTGAGE FORECLOSURE  
:  
: NO. 1397 of 1985

O R D E R

AND NOW this 4<sup>th</sup> day of February, 1988, upon consideration of Defendants Motion to Strike, good cause being shown, it is hereby ORDERED, ADJUDGED and DECREED that a Rule be issued upon the Plaintiff to show cause, if any they have, why the relief requested by the Defendants should not be granted.

RULE RETURNABLE on the 4<sup>th</sup> day of March, 1988, at 4:15 o'clock P.M., Judge's Chambers, Columbia County Courthouse, Bloomsburg, Pennsylvania, for a pre-trial conference.

Any further action on the Sheriff's Sale is stayed pending further order of the court.

BY THE COURT:

/s/ Jay W. Meyers

P.J.

FEB 3 8 39 AM '88

UNITED PENN BANK,  
Plaintiff  
vs.

ROBERT A. FELEGIE and  
LYNN D. FELEGIE, His Wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: IN MORTGAGE FORECLOSURE  
:  
: NO. 1397 of 1985

MOTION TO STRIKE

COMES NOW Robert A. Felegie and Lynn D. Felegie, his wife, by and through their attorneys, Susquehanna Legal Services and Garry Wamser, Esquire, and move that this Court strike the Judgment and Writ of Execution entered by the Prothonotary on December 31, 1987 and set aside the Sheriff's Sale scheduled in the above-referenced matter for Tuesday, March 22, 1988, at 9:30 a.m. As grounds therefor, movants state as follows:

1. On December 31, 1987, Plaintiff filed a Praecipe for Default Judgment.
2. As grounds for entry of a Default Judgment, Plaintiff claimed that no answer had been filed to the Complaint in Foreclosure filed by the Plaintiff on December 23, 1985.
3. On March 18, 1986 Defendants did file an Answer and New Matter-Defenses to the Complaint in Foreclosure.
4. Rule 237.1 of the Pennsylvania Rules of Civil Procedure provides that "no entry by default shall be entered by the Prothonotary unless the praecipe for entry include a certification that a written notice of intention to file the praecipe was mailed or delivered to the party against whom judgment is to be entered and to his attorney of record, if any, after the default occurred and at least ten (10) days prior to the date of the filing of the praecipe".



5. No notice of praecipe for entry of default judgment in accordance with rule 323.1 was forwarded by Plaintiff to Defendant and their attorney of record as required by Rule 237.1.

6. Judgement by default was entered by the Prothonotary despite the fact that the praecipe for entry did not include a certification that a written notice of intention to file praecipe was mailed or delivered as required by Rule 237.1.

7. The Praecipe for Default Judgment together the Writ of Execution was served upon the Defendants on or about January 20, 1988.

WHEREFORE, Petitioners pray that this Court strike the Judgment and the Writ of Execution filed by the Prothonotary on 12/31/87 and set aside the Sheriff's Sale based on the Judgment and Writ of Execution entered by the Prothonotary as they have been entered contrary to the Rules of Civil Procedure.

Respectfully submitted,

SUSQUEHANNA LEGAL SERVICES

  
Garry Wamser, Esquire

I verify that the statements made in this Motion to Strike are true and correct. I understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

  
Lynn Felegie

OFFICE OF  
**JOHN R. ADLER**



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

PHONE  
717 - 784 - 1991

February 18, 1988

UNITED PENN BANK      VS.      ROBERT A. & LYNN D. FELEGIE

No. 78 of 1987 E.D.  
No. 1397 of 1985 J.D.


Jonathan A. Spohrer  
700 United Penn Bank  
Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

Please find enclosed a certified return of posting for the above named sheriff sale to be held in our office on March 22, 1988 at 9:30 A.M. Also enclosed is a copy of the sale bill that was posted on the property.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (2)

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 78 of 1988

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 16, 1988 at 1:42 P.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Robert A. & Lynn D. Felegie  
R.D. #3, Bloomsburg, PA 17815  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF Susan S. Beaver

SO ANSWERS:

Susan S. Beaver  
Deputy Sheriff

Susan S. Beaver

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this

19th day of February 1988

Tami B. Kline  
by Bill Stout

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

MY COMM. EX. 1st MON. JAN. 1, 1992

# LIEN CERTIFICATE

DATE 2/19/88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.

Owner Since 12/80

Former Owner: Former Owner United Penn Bank

Parcel No. 1-12-8

Description 5 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				\$ 403.66
			TCB FEE	15.00
			TOTAL	\$ 418.66

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

*[Signature]*  
Director

*Sheriff's Sale  
3/22/88*

# LIEN CERTIFICATE

DATE 2-22-88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.  
 Former Owner: Owner since 11/80  
 Parcel No. 01-12-9-2  
 Description 10 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				\$ 37.48
TCB FEE				15.00
TOTAL				\$ 52.48

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

*D Long*  
Director

*Should Sale  
3-22-88*

# LIEN CERTIFICATE

DATE 2/24/88

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Beaver Township are as follows:

Owner or Reputed Owner: Felegie, Robert A. & Lynn D.

Former Owner: Owner since 4/82

Parcel No. 01-12-9-E

Description 10 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				37.48
			TCB FEE	15.00
			TOTAL	52.48

The above figures represent the amounts due during the month of April 19 88

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

  
Director

*Handwritten notes:*  
3. 12. 88  
L.A.