

OFFICE OF  
**JOHN R. ADLER**



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

PHONE  
717 - 784 - 1991

May 11, 1988

UNITED PENN BANK VS. WANDA PEARSON & JOHN P. PEARSON, SR. & JOHN PEARSON, JR.,  
EXECUTOR OF THE ESTATE OF JOHN PEARSON, SR.

No. 3 of 1988 E.D.  
No. 739 of 1986 J.D.

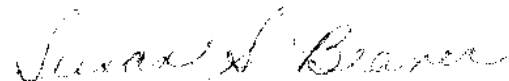
Susan T. James  
29 E. Main St.  
Bloomsburg, PA 17815

Dear Susan:

Please find enclosed a check for \$30.00 for solicitor services for the above  
named sheriff sale held in our office recently.

Your cooperation in this matter is greatly appreciated.

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
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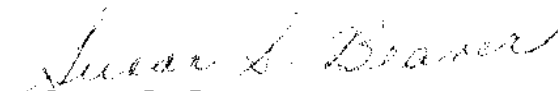
Chris Klinger  
Boro of Berwick  
344 Market Street  
Berwick, PA 18603

Dear Chris:

Please find enclosed a check for \$142.30 for the sewer rental for the above named sheriff sale held in our office recently. The new owners are United Penn Bank, whose address is 8-18 W. Market Street, Wilkes-Barre, PA 18711.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

# SHERIFF'S SALE

## Distribution Sheet

WANDA PEARSON & JOHN P. PEARSON, SR. & JOHN PEARSON, JR. EXEC. OF THE EST. OF JOHN PEARSON SR.

UNITED PENN BANK  
 NO. 739 of 1986 JD  
 NO. 3 of 1988 ED

DATE OF SALE: April 21, 1988

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) April 21, 1988 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to UNITED PENN BANK for the price or sum of Seven hundred five and 09/100-----Dollars.

UNITED PENN BANK being the

highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 691.27	
Poundage .....	13.82	
Transfer Taxes .....		
Total Needed to Purchase .....		\$ 705.09
Amount Paid Down .....		500.00
Balance Needed to Purchase .....		205.09 pd. 4/21/88

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ 183.03	
Poundage .....	13.82	
Newspaper .....		\$ 196.85
Printing .....		158.24
Solicitor .....		37.25
Columbia County Prothonotary .....		30.00
Columbia County Recorder of Deeds - Deed copy work		25.00
Realty transfer taxes		18.50
State stamps		67.95
Tax Collector ( BERWICK, 1987 )		24.00
Columbia County Tax Assessment Office .....		5.00
State Treasurer .....		142.30
Other: TAX CLAIM BUREAU lien certificate		
SEWER BERWICK 1987 & 1988		

TOTAL EXPENSES: \$ 705.09

Total Needed to Purchase	\$ 705.09	
Less Expenses	500.00 deposit	
Net to First Lien Holder		
Plus Deposit		
XXXXXXXXXXXXXXXXXXXX BAL. DUE \$		205.09 pd. 4/21/88

Sheriff's Office, Bloomsburg, Pa. }

So answers

\_\_\_\_\_  
Sheriff

SHERIFF'S SALE REAL ESTATE  
FINAL COST SHEET

UNITED PENN BANK

VS

WANDA PEARSON & JOHN P. PEARSON, SR. & JOHN  
PEARSON, JR. EXECUTOR OF THE EST. OF JOHN  
PEARSON, SR.

NO. 3 of 1988 E.D.

NO. 739 of 1986 J.D.

DATE OF SALE: APRIL 21, 1988

BID PRICE ( INCLUDES COSTS )

\$ 23,000

POUNDAGE 2% BID PRICE

\$ 460.00

TRANSFER TAX 2% BID PRICE

\$ 460.00

MISC. COSTS

\$           

TOTAL NEEDED TO PURCHASE

\$ 27,920.00

PURCHASER(S) : United Penn Bank

ADDRESS : 1000 Locust St. Phila. Pa. 19107

NAME(S) ON DEED: Wanda Pearson & John P. Pearson, Sr.

PURCHASER(S) SIGNATURE(S) : [Signature]

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 27,920.00

LESS DEPOSIT \$ 200.00

DOWN PAYMENT \$           

AMOUNT DUE IN  
EIGHT DAYS \$ 27,720.00 pd.

5206

# SHERIFF'S SALE - COSTS SHEET

UNITED PENN BANK

VS. WANDA PEARSON JOHN P. PEARSON, SR. & JOHN PEARSON, JR. EXECUTOR OF THE EST. OF JOHN PEARSON SR.

D. 3 of 1988 E.D. NO. 739 of 1986 J.D. DATE OF SALE April 21, 1988

DOCKET & LEVY  
SERVICE  
MAILING  
ADVERTISING, SALE BILLS & NEWSPAPERS  
POSTING HANDBILLS  
MILEAGE  
CRYING/ADJOURN OF SALE  
SHERIFF'S DEED  
DISTRIBUTION  
OTHER

\$ 14.00  
67.00  
15.03  
18.00  
21.00  
15.00  
14.00  
10.00  
9.00

TOTAL . . . . . \$ 183.03

PRESS-ENTERPRISE, INC.  
HENRIE PRINTING  
SOLICITOR'S SERVICES

\$ 158.24  
37.25  
30.00

TOTAL . . . . . \$ 225.49

PROTHONOTARY: LIENS LIST  
DEED NOTARIZATION  
OTHER

\$ 20.00  
5.00

TOTAL . . . . . \$ 25.00

RECORDER OF DEEDS: COPYWORK  
DEED  
OTHER SEARCH

\$  
13.50  
5.00

TOTAL . . . . . \$ 18.50

REAL ESTATE TAXES:  
BOROUGH/TWP. & COUNTY TAXES, 19\_\_\_\_  
SCHOOL TAXES, DISTRICT BERWICK, 19 87  
DELINQUENT TAXES, 19\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_

\$  
67.95

TOTAL . . . . . \$ 67.95

MUNICIPAL RENTS:  
SEWER - MUNICIPALITY BERWICK, 19 87 & 88 \$ 142.30  
WATER - MUNICIPALITY, 19\_\_\_\_

TOTAL . . . . . \$ 142.30

SURCHARGE FEE: (STATE TREASURER) TOTAL . . . . . \$ 24.00

MISCELLANEOUS: TAX CLAIM BUREAU \$ 5.00

TOTAL . . . . . \$ 5.00

TOTAL COSTS . . . . . \$ 691.27

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

# CASHIER'S CHECK

1629110

ORE

PURCHASER

DATE April 21, 1988

60-57  
313

PAY TO THE  
ORDER OF

Sheriff of Columbia County

\$ 205.09

Two Hundred Five Dollars and  $\frac{09}{100}$



**United Penn Bank**  
WILKES-BARRE, PA.

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

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

⑈ 1629110⑈ ⑆031300575⑆

100 583 2⑈

# SHERIFF'S SALE - COST SHEET

NO. 3-1187 VS. W. J. W. W.

DATE OF SALE: Feb 10 1900

## SHERIFF'S COST OF SALE:

Docket & Levy	\$ 1.00
Service	5.00
Mailing	1.00
Advertising, Sale Bills & Newspapers	11.00
Posting Handbills	21.00
Mileage	15.00
Crying/Adjourn of Sale	14.00
Sheriff's Deed	
Distribution	
Other	

TOTAL . . . . . \$ 183.00

Press-Enterprise, Inc.	\$ 1.00
Kenzie Printing	37.85
Editor's Services	3.00

TOTAL . . . . . \$ 41.85

PROTHONOTARY: Liens List	\$ 2.00
Deed Notarization	
Other	

TOTAL . . . . . \$ 2.00

REORDER OF DEEDS: Copywork	\$
Deed	13.50
Other	

TOTAL . . . . . \$ 13.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19__	\$
School Taxes, District	
Delinquent Taxes, 19__, 19__, 19__ (Total Amts.)	67.95

TOTAL . . . . . \$ 67.95

## MUNICIPAL RENTS:

Sewer - Municipality	19__	\$
Water - Municipality	19__	

TOTAL . . . . . \$ 112.30

SURCHARGE FEE: (State Treasurer)

\$ 24.00

MISCELLANEOUS: 1.00

\$

TOTAL . . . . . \$ 5.00

TOTAL COSTS . . . . . \$ 691.27

# 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 Berwick Borough are as follows:

Owner or Reputed Owner: Wanda M. & John P. Pearson Sr.

Former Owner: Berwick Bank

Parcel No. 04.4-8-110

Description 1332 Fairview Ave.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987	0	0	52.95 <del>250.87</del>	52.95 <del>250.87</del>
TCB FEE				15.00
TOTAL				67.95 <del>265.87</del> <i>Bo</i>

The above figures represent the amounts due during the month of May April 1988

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

*D. Long*  
Director

*Ad. 5.00*  
*5/12/88*  
*change Total*  
*4/19/88*  
*conf by phone to Sue (Sheriff)*  
*D. Long*  
*Sheriff's 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

May 11, 1988

UNITED PENN BANK VS. WANDA PEARSON & JOHN P. PEARSON, SR. & JOHN PEARSON, JR.,  
EXECUTOR OF THE ESTATE OF JOHN PEARSON, SR.

No. 3 of 1988 E.D.  
No. 739 of 1986 J.D.


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

Dear Sir:

Please find enclosed a check for \$158.24 for advertising the above named  
sheriff sale in the paper.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

[illegible]

1. Show to whom delivered, date, and addressee's address		2. <input type="checkbox"/> Registered Delivery	
3. Article Addressed to:  Press Enterprise P.O. Box 726 Birmingham, Ala. 35201		4. Article Number: 0111826348  Type of Service:  <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Signature <input type="checkbox"/> Certified <input type="checkbox"/> COD  5. Date of Mailing: _____ 6. Date of Delivery: _____ 7. Signature of Addressee: _____ 8. Signature of Carrier: _____ 9. Signature of Receiver: _____ 10. Signature of Post Office: _____ 11. Signature of Post Office: _____ 12. Signature of Post Office: _____ 13. Signature of Post Office: _____ 14. Signature of Post Office: _____ 15. Signature of Post Office: _____ 16. Signature of Post Office: _____ 17. Signature of Post Office: _____ 18. Signature of Post Office: _____ 19. Signature of Post Office: _____ 20. Signature of Post Office: _____ 21. Signature of Post Office: _____ 22. Signature of Post Office: _____ 23. Signature of Post Office: _____ 24. Signature of Post Office: _____ 25. Signature of Post Office: _____ 26. Signature of Post Office: _____ 27. Signature of Post Office: _____ 28. Signature of Post Office: _____ 29. Signature of Post Office: _____ 30. Signature of Post Office: _____ 31. Signature of Post Office: _____ 32. Signature of Post Office: _____ 33. Signature of Post Office: _____ 34. Signature of Post Office: _____ 35. Signature of Post Office: _____ 36. Signature of Post Office: _____ 37. Signature of Post Office: _____ 38. Signature of Post Office: _____ 39. Signature of Post Office: _____ 40. Signature of Post Office: _____ 41. Signature of Post Office: _____ 42. Signature of Post Office: _____ 43. Signature of Post Office: _____ 44. Signature of Post Office: _____ 45. Signature of Post Office: _____ 46. Signature of Post Office: _____ 47. Signature of Post Office: _____ 48. Signature of Post Office: _____ 49. Signature of Post Office: _____ 50. Signature of Post Office: _____ 51. Signature of Post Office: _____ 52. Signature of Post Office: _____ 53. Signature of Post Office: _____ 54. Signature of Post Office: _____ 55. Signature of Post Office: _____ 56. Signature of Post Office: _____ 57. Signature of Post Office: _____ 58. Signature of Post Office: _____ 59. Signature of Post Office: _____ 60. Signature of Post Office: _____ 61. Signature of Post Office: _____ 62. Signature of Post Office: _____ 63. Signature of Post Office: _____ 64. Signature of Post Office: _____ 65. Signature of Post Office: _____ 66. Signature of Post Office: _____ 67. Signature of Post Office: _____ 68. Signature of Post Office: _____ 69. Signature of Post Office: _____ 70. Signature of Post Office: _____ 71. Signature of Post Office: _____ 72. Signature of Post Office: _____ 73. Signature of Post Office: _____ 74. Signature of Post Office: _____ 75. Signature of Post Office: _____ 76. Signature of Post Office: _____ 77. Signature of Post Office: _____ 78. Signature of Post Office: _____ 79. Signature of Post Office: _____ 80. Signature of Post Office: _____ 81. Signature of Post Office: _____ 82. Signature of Post Office: _____ 83. Signature of Post Office: _____ 84. Signature of Post Office: _____ 85. Signature of Post Office: _____ 86. Signature of Post Office: _____ 87. Signature of Post Office: _____ 88. Signature of Post Office: _____ 89. Signature of Post Office: _____ 90. Signature of Post Office: _____ 91. Signature of Post Office: _____ 92. Signature of Post Office: _____ 93. Signature of Post Office: _____ 94. Signature of Post Office: _____ 95. Signature of Post Office: _____ 96. Signature of Post Office: _____ 97. Signature of Post Office: _____ 98. Signature of Post Office: _____ 99. Signature of Post Office: _____ 100. Signature of Post Office: _____	

DOMESTIC RETURN RECEIPT



SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 1/11/84

DOCKET AND INDEX 11/11/84

SET FILE FOLDER UP 1/11/84

CHECK FOR PROPER INFO

WRIT OF EXECUTION 11/11/84

COPY OF DESCRIPTION 11/11/84

WHEREABOUTS OF LAST KNOWN ADDRESS 11/11/84

NON-MILITARY AFFIDAVIT 11/11/84

NOTICES OF SHERIFF'S SALE 11/11/84

WATCHMAN RELEASE FORM 11/11/84

AFFIDAVIT OF LIENS LIST 11/11/84

CHECK FOR \$500.00 -- 11/11/84

\* 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 11/11/84

POST ALL DATES ON CALANDER 11/11/84

\* 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 11/11/84

\* 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 11/11/84

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) 11/11/84

SERVICE

TYPE CARDS FOR DEFENDANTS 11/11/84

PUT PAPERS TOGETHER FOR DEFENDANTS 11/11/84

\* COPY OF WRIT FOR EACH DEFENDANT

\* NOTICE OF SHERIFF SALE

\* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS 11/11/84

\* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 1/11/84

\* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 11/11/84

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 11/11/84

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 \_\_\_\_\_

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

April 4, 1988

UNITED PENN BANK VS. WANDA PEARSON AND JOHN P. PEARSON, SR, AND JOHN PEARSON JR,  
EXECUTOR OF THE ESTATE OF JOHN P. PEARSON, SR,

No. 3 of 1988 E.D.  
No. 739 of 1986 J.D.

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

Dear Mr. Spohrer:

In regards to your letter, staying the above named sheriff sale, the new sale date is scheduled for April 21, 1988 at 10:00 A.M. in the sheriff's office.

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

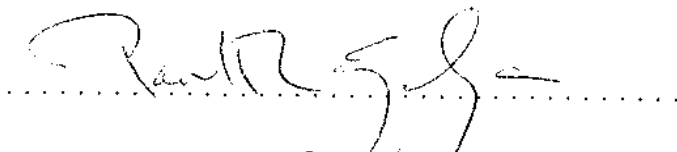
Sincerely,

*Susan S. Beaver*  
Susan S. Beaver  
Deputy Sheriff

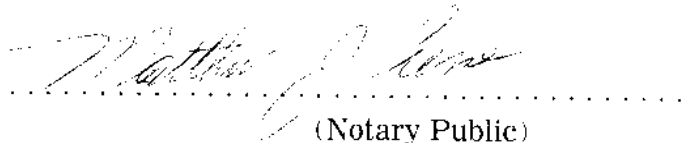
SSB

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.



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

  
(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.

.....

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

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

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., 19 88

Beverly J. Michael RECORDER



Second Mortgage

"This Agreement is subject to the provisions of the Secondary Mortgage Loan Act."

MORTGAGE

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

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

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

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

BEGINNING at a point on the southerly side of Fairview Avenue, between Mercer and Arch Streets, thirty (30) feet west of the westerly line of Lot No. 183; thence along said Avenue south 87 degrees 10 minutes west thirty (30) feet to a corner in Lot No. 181; thence south 2 degrees 50 minutes east one hundred sixty (160) feet to Deway Alley; thence along the same north 87 degrees 10 minutes east thirty (30) feet; thence north 2 degrees 50 minutes west one hundred sixty (160) feet to the place of beginning. Same being part of Lot No. 182 and part of Lot No. 181 of Michael's Addition to West Berwick.

which has the address of 1332 Fairview Avenue, Berwick, PA (Street) (City)  
18603 (herein "Property Address"); (State and Zip Code)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Frank E. Lefter*

*John P. Pearson, Sr.*

—Borrower

*Wanda Pearson*

—Borrower

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

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

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

My Commission expires: 2-24-86

*Charles V. Mitchell*  
Notary Public  
Trie of Office



Address of mortgagor:

8-15 W MARKS ST  
BETHLEHEM, PA

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County Record Book 326, page 686  
on December 9, 1983 at 3:12 p.m.

*Beverly J. Michael Acting Recorder*

# 141  
REC'D  
COL. REC. DEPT.  
TAX. 50.00  
DEC 9 3 12 PM '83  
Kipner

# 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

(717) 826-2710

March 1, 1988

RETIRED  
ANDREW HOURIGAN, JR.

OF COUNSEL  
MORRIS B. GELB

FALVELLO LAW OFFICE BUILDING  
CONYNGHAM-DRUMS ROAD  
BOX A103  
R.D.1. SUGARLOAF, PA 18249  
(717) 788-4191

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

John R. Adler  
Sheriff's Office  
Columbia County  
Court House, P. O. Box 380  
Bloomsburg, Pa. 17815

Re: United Penn Bank vs. Pearson, et al  
No. 3 of 1988 E.D.

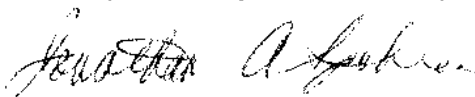
Dear Mr. Adler:

On behalf of the United Penn Bank, please continue for thirty (30) days the above-referenced Sheriff's sale which was originally scheduled for March 22, 1988, at 10:30 a.m. At this time, the Pearsons are attempting to resolve the foreclosure action with the United Penn Bank. Our hopes are that the matter can be resolved within the additional thirty days time. If not, the Bank will then instruct you to reschedule the sale.

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

Very truly yours,

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



Jonathan A. Spohrer

JAS/po  
cc: R. G. Rohrbach  
Wanda Pearson

# LIST OF LIENS

## VERSUS

WANDA PEARSON, JOHN P. PEARSON, SR. and JOHN PEARSON, JR, Executor of the Estate  
of JOHN P. PEARSON, SR. Court of Common Pleas of Columbia County, Pennsylvania.

Department of Public Welfare

versus

Wanda Pearson

No. 1358 of Term, 1986  
Real Debt ||\$ 2,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien December 1, 1986  
Nature of Lien Suggestion of Non-Payment

United Pen Bank, assigned to Millville

Mutual Ins. Co. 4/8/87

versus

John P. Pearson Sr., John Pearson Jr.,

Executor of the Estate of John P. Sr.

No. 738 of Term, 1986  
Real Debt ||\$ 13,941.24  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien November 14, 1986  
Nature of Lien Default Judgment

United Penn Bank

versus

Wanda Pearson, John P. Pearson Sr.,

John Pearson Jr.

No. 739 of Term, 1986  
Real Debt ||\$ 8,778.48  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien November 12, 1986  
Nature of Lien Default Judgment

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

# 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 Berwick Borough are as follows:

Owner or Reputed Owner: Wanda M. & John P. Pearson Sr.

Former Owner: Berwick Bank

Parcel No. 04.4-8-110

Description 1332 Fairview Ave.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987	0	0	250.87	250.87
			TCB FEE	15.00
			TOTAL	265.87

The above figures represent the amounts due during the month of April 1988

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

*Handwritten:*  
2/22/88  
J. Adler

*Handwritten:*  
High Sheriff Long called +  
asked how much more a report.  
of taxes + balance due was  
now 177.95

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. WANDA PEARSON & JOHN P. PEARSON, SR. AND JOHN PEARSON, JR.  
EXECUTOR OF THE ESTATE OF JOHN PEARSON SR.

No. 3 of 1988 E.D.  
No. 739 of 1986 J.D.


Jonathan Spohrer  
Suite 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. The sale is scheduled for March 22, 1988 at 10:30 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. 3 of 1988

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 16, 1988 at 8:58 A.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Wanda Pearson & John P. Pearson, Jr.  
1332 Fairview Ave., Berwick, PA 18603  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF Louise Frantz and James Dent

SO ANSWERS:

James Dent  
Deputy Sheriff

James Dent Louise Frantz

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this  
19th day of February 1988

Tami B. Kline  
by Dittie Stout

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

MY COMM. EX. 1st MON. JAN. 1, 1982



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

January 27, 1988

LeRoy S. Zimmerman  
ATTORNEY GENERAL

Reply To:  
15th Floor  
Strawberry Square  
4th & Walnut Streets  
Harrisburg, PA 17120  
(717) 787-3646


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

RE: United Penn Bank vs.  
Wanda & John Pearson, Jr.

Dear Sheriff Adler:

The records of this office do not indicate any claim referred to us against Wanda Pearson or John Pearson, Jr.

Very truly yours,

  
Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit

TCZ/kf

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

UNITED PENN BANK VS. WANDA PEARSON & JOHN P. PEARSON, SR. & JOHN PEARSON, JR.  
EXECUTOR OF THE ESTATE OF JOHN PEARSON, SR.

No. 3 of 1988 E.D.  
No. 739 of 1986 J.D.

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

Dear Mr. Spohrer:

Please find enclosed the certified service returns for the above named sheriff sale. The sale is scheduled for March 22, 1988 at 10:30 in the sheriff's office.

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, COMMON-  
WEALTH OF PENNA.

NO. 3 of 1988

WRIT OF EXECUTION

SERVICE ON John P. Pearson, Jr.

ON January 21, 1988 AT 11:44 A.M., a true and  
attested copy of the within Writ of Execution and a true copy  
of the Notice of Sheriff's Sale of Real Estate was served on the  
defendant, by handing to him personally at 1332 Fairview Ave.,

Berwick, PA 18603

by Deputies Louise Frantz

and James Dent

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

So Answers:

Louise Frantz James Dent  
Deputy Sheriff  
Louise Frantz and James Dent

For:

John R. Adler, Sheriff

Sworn and subscribed before me  
this 25<sup>th</sup> day of January, 1988

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

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 3 of 1988

WRIT OF EXECUTION

SERVICE ON Wanda Pearson

ON January 21, 1988 AT 11:44 A.M., a true and  
attested copy of the within Writ of Execution and a true copy  
of the Notice of Sheriff's Sale of Real Estate was served on the  
defendant, by handing to John P. Pearson, Jr. at 1332 Fairview Ave.

Berwick, PA 18603

by Deputies James Dent

and Louise Frantz

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

So Answers:

James Dent Louise Frantz  
Deputy Sheriff

James Dent and Louise Frantz

For:

John R. Adler, Sheriff

Sworn and subscribed before me  
this 25th day of January, 1988

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

PROTR. & CLK. OF SVT. COURTS

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

**TAX NOTICE**

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
R-120 E 3RD ST MIDTOWN PLAZA  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 7 DURING DISCOUNT  
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M PEARSON, JOHN P & WANDA M  
A 1332 FAIRVIEW AVE  
L BERWICK, PA  
O

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESS ENVELOPE WITH YOUR PAYMENT

**TAX NOTICE**

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
R-120 E 3RD ST MIDTOWN PLAZA  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 7 DURING DISCOUNT  
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M PEARSON, JOHN P & WANDA M  
A 1332 FAIRVIEW AVE  
L BERWICK, PA  
O

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESS ENVELOPE WITH YOUR PAYMENT

FOR BERWICK AREA SCHOOL DISTRICT					DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
SCHOOL R.E.	2070	13.00	229.23	233.91	07/01/87	03371
						245.61

THE DISCOUNT & THE PENALTY  
HAVE BEEN COMPUTED  
FOR YOUR CONVENIENCE

**PAY THIS  
AMOUNT**

229.23  
AUG 31  
IF PAID ON  
OR BEFORE  
233.91  
OCT 31  
IF PAID ON  
OR BEFORE  
245.61  
NOV 1  
IF PAID  
AFTER

PENALTY AT PROPERTY DESCRIPTION  
SCHOOL 5%  
ACCT NO. 17503  
PARCEL 04.4-8-110  
1332 FAIRVIEW PT LOT 181-182  
L-30X160  
BUILDINGS 1,950

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 22, 1988

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT  
TOTAL 2,070

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	2070	23.00	46.66	47.61	03/01/87	52.37
TWP/BORO R.E.		30.00	60.86	62.10		65.21
LIGHTS		5.00	10.14	10.35		10.87

THE DISCOUNT & THE PENALTY  
HAVE BEEN COMPUTED  
FOR YOUR CONVENIENCE

**PAY THIS  
AMOUNT**

117.66  
APR 30  
IF PAID ON  
OR BEFORE  
120.06  
JUN 30  
IF PAID ON  
OR BEFORE  
128.45  
JULY 1  
IF PAID  
AFTER

PENALTY AT PROPERTY DESCRIPTION  
COUNTY 10% TWP/BORO 5%

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 22, 1988

ACCT NO. 17503  
PARCEL 04.4-8-110  
1332 FAIRVIEW PT LOT 181-182  
L-30X160  
BUILDINGS 1,950

TOTAL 2,070

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

Dear Sir,

Co. Bond taxes were paid, school taxes not been paid

Connie Genger

3/16/87

3365

AFFIDAVIT OF  
NON-MILITARY SERVICE OF DEFENDANT

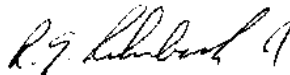
COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF LUZERNE :

R. G. Rohrbach, Jr. Vice President

\_\_\_\_\_, being  
duly sworn according to law, does depose and say that he did, upon request  
of UNITED PENN BANK investigate the status of Wanda Pearson and John Pearson, Jr.,  
with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that  
he made such investigation personally; and your affiant avers that Wanda Pearson  
and John Pearson, Jr. ~~is~~/are not now, nor ~~was~~/were  
~~he~~/they, within a period of three (3) months last, in the military or naval  
service of the United States within the purview of the aforesaid Soldiers'  
and Sailors' Relief Act of 1940.



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

Sworn to and subscribed

before me this 6 day  
of January 1988.

  
Notary Public

BERNADINE JASTREM, Notary Public

Plains Township, Luzerne County, Pa.

My Commission Expires May 30, 1989

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

Date: January 15, 1988

To: Internal Revenue Service  
P.O. Box 12050  
Philadelphia, PA 19106  
  
ATTN: SPECIAL PROCEDURES FUNCTION

RE: United States v. [illegible] vs [illegible]  
No. 3 of 1988 ED No. 227 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*[Signature]*  
John R. Adler  
Sheriff



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

Date: 1-10-1987

To: Small Business Administration

20 N. Penna. Avenue

Room 2327

Wilkes-Barre, PA 18701

RE: State of Pa. vs. [illegible] vs [illegible]  
No. 1 of 1 ED No. 1 of 1 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1891

Date: January 2, 1988

To: Office of F.A.I.R.

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: 1. The State vs. John R. Adler

No. 2 of 100 ED No. 1 of 100 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURTHOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1891

Date: January 15, 1988

To: Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055

Harrisburg, PA 17105

RE: Shirley Ann L. Miller vs William L. Miller  
No. 188 of 188 ED No. 188 of 188 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1091

Date: January 15, 1988

To: Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit

Fourth & Walnut Streets

Harrisburg, PA 17120

RE: Thomas C. Zerbe, Jr. vs. [illegible]  
No.        of        ED No.        of        JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

[Signature]  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURTHOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1951

Date: January 18, 1988

To: Chris Kling  
Box of Books  
344 Market St  
Bloomers, Pa 17803

RE: United Rice Bank vs Wanda & John Pearson Jr  
No. 3 of 1988 ED No. 139 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*John R. Adler*

John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1991

Date: January 17, 1988

To: Carlton R. Bingham  
200 R. E. 3rd St  
Bloomberg, Pa 17802

RE: United Van Corp vs Whitely & Co. (Korson & Co)  
No. 3 of 1988 ED No. 737 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

*John R. Adler*

John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1991

Date: January 14, 1988  
To: First Commonwealth Bank Co.  
415 Market St.  
Sunday, Pa 17801

RE: United Bank Bank vs William John Ransom, Jr.  
No. 3 of 1988 ED No. 739 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloombsburg, PA 17815

Date: January 18, 1988

RE: Sheriff's Sale Advertising Dates

United Van Lines vs Wanda & John Reason, Jr.

No. 2 of 1988 ED No. 121 of 1986 JD

Dear Sir:

Please advertise the enclosed Sheriff's Sale on the following dates:

1st week Feb. 25, 1988

2nd week Mar. 5, 1988

3rd week Mar. 10, 1988

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler  
John R. Adler  
Sheriff

enc.



SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 2 of 1988, issued out of the Court of Common Pleas of Columbia County, to me directed I will expose at public sale, by vendue or outcry, to the best and highest bidder for cash (subject to payment of unpaid taxes for the current year) at the Courthouse in Bloomsburg, County of Columbia and Commonwealth of Pennsylvania on March 30, 1988 at ~~10~~ 10:30 o'clock a.m. in the forenoon of the said day, all the right, title and interest of the described lot, piece or parcel of land:

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

BEGINNING at a point on the southerly side of Fairview Avenue, between Mercer and Arch Streets, thirty (30) feet west of the westerly line of Lot No. 183;

THENCE along said Avenue south 87 degrees 10 minutes west thirty (30) feet to a corner in Lot No. 181;

THENCE south 2 degrees 50 minutes east one hundred sixty (160) feet to Dewey Alley;

THENCE along the same north 87 degrees 10 minutes east thirty (30) feet;

THENCE north 2 degrees 50 minutes west one hundred sixty (160) feet to the place of beginning. Same being part of Lot No. 182 and part of Lot No. 181 of Michael's Addition to West Berwick.

KNOWN AS 1332 Fairview Avenue, Berwick, Pennsylvania  
IMPROVED with a dwelling on Lot size 30' x 160'  
PARCEL NO. 04.4-8-110

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of United Penn Bank against Wanda Pearson and John P. Pearson, Sr., and John Pearson, Jr., Executor of the Estate of John P. Pearson, Sr. Judgment filed to No. 739-1986. Writ issued

January 11, 1988.

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

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

UNITED PENN BANK

PLAINTIFF

No. 739-1986 Term 19

V.S.

WANDA PEARSON, et al

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

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

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

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

which vehicle may be located at

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

✓ Jonathan A. Spohrer Attorney for Plaintiff

**HOURIGAN, KLUGER, SPOHRER & QUINN**  
A PROFESSIONAL CORPORATION

By: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

Identification No. 43894

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

UNITED PENN BANK,

Plaintiff

vs.

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY  
CIVIL ACTION - LAW  
IN MORTGAGE FORECLOSURE

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

NO. 739 of 1986

NOTICE OF  
SHERIFF'S SALE OF REAL ESTATE

TO: Wanda Pearson  
1332 Fairview Avenue  
Berwick, Penna. 18603

John Pearson, Jr. Executor of the Estate  
of John P. Pearson, Sr.  
1332 Fairview Avenue  
Berwick, Penna. 18603

Defendants herein and owners of the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of  
Execution issued under the above-captioned judgment, directed to the Sheriff  
of Luzerne County, there will be exposed to public sale, by vendue or outcry  
to the highest and best bidders, for cash (subject to the payment of unpaid taxes

for the current year) at the courthouse in the City of Bloomsburg  
County of Columbia and State of Pennsylvania, on Thursday  
August 15 at 10:30 o'clock a.m., in the forenoon of the said day, all your  
right, title and interest in and to all that certain piece, parcel or tract of  
land situate in the Borough of Berwick, County of Columbia  
and State of Pennsylvania, the same more particularly described in Exhibit "A"  
attached hereto and incorporated herein.

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

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

1. The sale will be cancelled if you pay to United Penn Bank (the amount of the judgment plus costs) (the back payments, late charges, costs and reasonable attorneys' fees due). To find out how much you must pay, you may call: 826-2609.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale.

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

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

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call (717) 784-1991.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days after the sale, in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days thereafter.

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

EXHIBIT "A"

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

BEGINNING at a point on the southerly side of Fairview Avenue, between Mercer and Arch Streets, thirty (30) feet west of the westerly line of Lot No. 183; thence along said Avenue south 87 degrees 10 minutes west thirty (30) feet to a corner in Lot No. 181; thence south 2 degrees 50 minutes east one hundred sixty (160) feet to Dewey Alley; thence along the same north 87 degrees 10 minutes east thirty (30) feet; thence north 2 degrees 50 minutes west one hundred sixty (160) feet to the place of beginning. Same being part of Lot No. 182 and part of Lot No. 181 of Michael's Addition to West Berwick.

KNOWN as 1332 Fairview Avenue, Berwick, Penna.  
PARCEL No. 04.4-8-110

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

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQ. ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

UNITED PENN BANK,

Plaintiff

vs.

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

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 739 of 1986

AFFIDAVIT OF  
LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF LUZERNE :

R. G. Rohrbach, Jr., Vice President, being duly

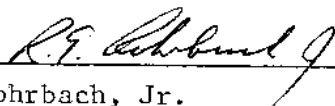
sworn according to law, deposes and states that to the best of his knowledge,  
information and belief, the last known address of the above-captioned Defendant(s)  
is as follows:



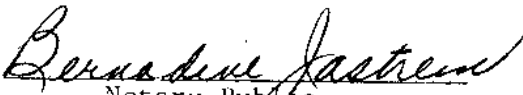
Wanda Pearson  
1332 Fairview Avenue  
Berwick, Pa. 18603

John Pearson, Jr., Executor  
of the Estate of John P. Pearson, Sr.  
1332 Fairview Avenue  
Berwick, Pa. 18603

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

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

Sworn to and subscribed  
before me this 6 day  
of January 1988.

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

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

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

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

UNITED PENN BANK,

Plaintiff

vs.

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

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

:

:

:

:

NO. 739 of 1988

NOTICE

TO: Dept. of Public Welfare

P. O. Box 8016

Harrisburg, Pa. 17105

DATE OF NOTICE: January 4, 1988

EXECUTION NO: 341788

PROPERTY ADDRESS:

1332 Fairview Avenue

Berwick, Pa. 18603

SHERIFF'S SALE:

DATE: March 22, 1988

TIME: 10:30 AM


PLACE: Columbia County Courthouse

Bloomsburg, Pa. 17815

PLEASE BE ADVISED that this office represents the United Penn Bank relative to an action in mortgage foreclosure instituted against the above identified property. The foreclosure suit has proceeded to execution and the property identified above will be sold at Sheriff's Sale on the date and time and at the place indicated above.

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

By:

  
Jonathan A. Spohrer

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

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

UNITED PENN BANK,

Plaintiff

vs.

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

Defendants

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 739 of 1988

N O T I C E

TO: Thorp Consumer Discount Co.  
415 Market Street  
Sunbury, Pa. 17801

DATE OF NOTICE: January 4, 1988

EXECUTION NO: 3041988

PROPERTY ADDRESS:

1332 Fairview Avenue

Berwick, Pa. 18603

SHERIFF'S SALE:

DATE: January 22, 1988

TIME: 10:30 AM

PLACE: Columbia County Courthouse  
Bloomsburg, Pa. 17815

PLEASE BE ADVISED that this office represents the United Penn Bank relative to an action in mortgage foreclosure instituted against the above identified property. The foreclosure suit has proceeded to execution and the property identified above will be sold at Sheriff's Sale on the date and time and at the place indicated above.

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

By:   
Jonathan A. Spohrer

**HOURIGAN, KLUGER, SPOHRER & QUINN**

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQ. ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

UNITED PENN BANK,

Plaintiff

vs.

WANDA PEARSON and JOHN PEARSON,

SR., and JOHN PEARSON, JR.,

Executor of the Estate of

John P. Pearson, Sr.,

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 739 of 1986

AFFIDAVIT PURSUANT TO RULE 3129

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

1. Name and address of Owner:

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

Wanda Pearson  
1332 Fairview Avenue  
Berwick, Pa. 18603

2. Name and address of Defendants in the judgment.

Wanda Pearson  
1332 Fairview Avenue  
Berwick, Pa.

John Pearson, Jr.  
1332 Fairview Avenue  
Berwick, Pa.

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

United Penn Bank  
8-18 West Market Street  
Wilkes-Barre, Pa. 18701  
Judgment No. 739 of 1986

United Penn Bank  
8-18 West Market St.  
Wilkes-Barre, Pa. 18701  
Judgment No. 738 of 1986

Dept. of Public  
Welfare  
P. O. Box 8016  
Harrisburg, Pa.

4. Name and address of the last recorded holder of every mortgage  
of record: No. 727 of 17105  
Revived: 1977 1358-1986

United Penn Bank  
8-18 West Market St.  
Wilkes-Barre, Pa.  
Amount: \$8,500.00  
MB 326, Page 686

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

Thorp Consumer Discount Co.  
415 Market Street  
Sunbury, Pa. 17801  
No. 23835  
Dated: November 10, 1980

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

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

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

Dated: January 7, 1988

By: \_\_\_\_\_

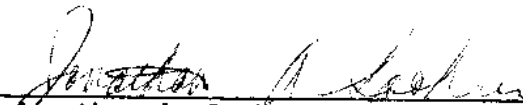
  
Jonathan A. Spohrer



EXHIBIT "A"

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

BEGINNING at a point on the southerly side of Fairview Avenue, between Mercer and Arch Streets, thirty (30) feet west of the westerly line of Lot No. 183; thence along said Avenue south 87 degrees 10 minutes west thirty (30) feet to a corner in Lot No. 181; thence south 2 degrees 50 minutes east one hundred sixty (160) feet to Dewey Alley; thence along the same north 87 degrees 10 minutes east thirty (30) feet; thence north 2 degrees 50 minutes west one hundred sixty (160) feet to the place of beginning. Same being part of Lot No. 182 and part of Lot No. 181 of Michael's Addition to West Berwick.

KNOWN as 1332 Fairview Avenue, Berwick, Penna.

PARCEL No. 04.4-8-110

**HOURIGAN, KLUGER, SPOHRER & QUINN**  
A PROFESSIONAL CORPORATION

By: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff

Identification No. 43894

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

UNITED PENN BANK,

Plaintiff

vs.

IN THE COURT OF COMMON PLEAS  
OF COLUMBIACOUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

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

: NO. 739 of 1986

WRIT OF EXECUTION  
NOTICE

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

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

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC.

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

or

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

PENNSYLVANIA LAWYER REFERRAL SERVICE

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

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

UNITED PENN BANK

vs.

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

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

No. 739 of 1986 Term 19\_\_\_\_J.D.

No. 3 Term 1988E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ Columbia

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA:

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

See Exhibit "A"

Amount Due

\$ 7,505.18

Interest from 1/4/88  
Atty. Fees

\$ 2,046.97

403.00

TOTAL

\$ \$9,955.15 Plus costs and interest

as endorsed.

Dated January // 1988

(SEAL)

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

By: Helen K. Linn

Deputy

EXHIBIT "A"

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KNOWN as 1332 Fairview Avenue, Berwick, Penna.  
PARCEL No. 04.4-8-110

CASHIER'S CHECK

1566374

John Pearson

PURCHASER

DATE January 7, 1988

60-57  
313

PAY TO THE  
ORDER OF

Sheriff's Office of Columbia County\*\*

\$ 500.00\*\*

UNITED PENN  
BANK 500 dollars 00 cts



United Penn Bank

WILKES-BARRE, PA.

*R. Rohrbach*

AUTHORIZED SIGNATURE

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

1566374 1031300575 100 583 21