

HERIFF'S SALE - COSTS SHEET

Mellon Financial Corp vs. Kishbaugh, Patricia Elaine
 NO. 11 of 1989 E.D. NO. 601 of 1988 J.D. DATE OF SALE May 2, 1989

DOCKET & LEVY	\$ <u>12.00</u>
SERVICE	<u>11.00</u>
MAILING	<u>1.00</u>
ADVERTISING, SALE BILLS & NEWSPAPERS	<u>18.00</u>
POSTING HANDBILLS	<u>14.00</u>
MILEAGE	<u>25.00</u>
CRYING/ADJOURN OF SALE	<u>7.00</u>
SHERIFF'S DEED	<u>15.00</u>
DISTRIBUTION	<u>1.00</u>
OTHER	<u>42.00</u>

TOTAL \$ 201.00

PRESS-ENTERPRISE, INC.	\$ <u>215.75</u>
HENRIE PRINTING	<u>36.00</u>
SOLICITOR'S SERVICES	

TOTAL \$ 246.75

PROTHONOTARY:	LIENS LIST	\$ <u>20.00</u>
	DEED NOTARIZATION	
	OTHER	

TOTAL \$ 20.00

RECORDER OF DEEDS:	COPYWORK	\$ <u>20.00</u>
	DEED	<u>19.00</u>
	OTHER	

TOTAL \$ 39.00

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19__		\$ _____
SCHOOL TAXES, DISTRICT _____, 19__		
DELINQUENT TAXES, 19__, 19__, 19__, 19__		

TOTAL \$ _____

MUNICIPAL RENTS:		
SEWER - MUNICIPALITY <u>R.R.</u> , 19__		\$ <u>467.74</u>
WATER - MUNICIPALITY _____, 19__		

TOTAL \$ 467.74

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 28.00

MISCELLANEOUS: 4th Quarter 1988 \$ 5.00

TOTAL \$ 5.00

TOTAL COSTS	\$ <u>1,097.74</u>
POUNDAGE	+ 21.00
TOTAL	\$ 1070.99
DEPOSIT	- 500.00
CHK. #4924, 5/9/89.	- 570.99
BALANCE DUE	-0-

SHERIFF'S SALE

Distribution Sheet

Mallory Financial Corp VS. First Citizens Bank & Trust
 NO. 601 of 1988 JD
 NO. 11 of 1988 ED
 DATE OF SALE: 11-1-88

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) 11-1-88 and (time) 10:00 AM, 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 Mallory Financial Corp for the price or sum of 1070.99 Dollars. 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	\$ <u>1070.99</u>	
Poundage	<u>21.20</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>1070.99</u>
Amount Paid Down		
Balance Needed to Purchase		

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>250.00</u>	
Poundage	<u>21.20</u>	\$ <u>271.00</u>
Newspaper		<u>215.75</u>
Printing		
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>20.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>33.50</u>
	Realty transfer taxes	
	State stamps	
Tax Collector (
Columbia County Tax Assessment Office		
State Treasurer	<u>28.00</u>	
Other: <u>Berwick House, Pa. H&H</u>	<u>467.74</u>	
<u>T C B</u>	<u>5.00</u>	

TOTAL EXPENSES: \$ _____

Total Needed to Purchase	\$ <u>1070.99</u>
Less Expenses	
Net to First Lien Holder	
<u>LESS</u> Plus Deposit	<u>500.00</u>
Total to First Lien Holder	\$ _____

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

SHERIFF'S SALE

Distribution Sheet

Mellon Financial Corporation VS. Kishbaugh, Patricia & Clinton
 NO. 601 of 1988 JD
 NO. 11 of 1989 ED
 DATE OF SALE: May 2, 1989

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) May 2, 1989 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 Mellon Financial Corporation for the price or sum of 1070.99 Dollars. 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	\$ <u>1049.99</u>	
Poundage	<u>21.00</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>1070.99</u>
Amount Paid Down		
Balance Needed to Purchase		

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>250.00</u>	
Poundage	<u>21.00</u>	\$ <u>271.00</u>
Newspaper		<u>215.75</u>
Printing		
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>20.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>33.50</u>
	Realty transfer taxes	
	State stamps	
Tax Collector ()	
Columbia County Tax Assessment Office		
State Treasurer DSTE		<u>28.00</u>
Other: <u>Berwick Municipal Authority</u>		<u>467.74</u>
<u>TCB</u>		<u>5.00</u>

TOTAL EXPENSES: \$ _____

Total Needed to Purchase	\$ <u>1070.99</u>	
Less Expenses		
Net to First Lien Holder		
Less NEW Deposit	<u>500.00</u>	
Total to First Lien Holder	\$ _____	

Sheriff's Office, Bloomsburg, Pa. }

So answers



Sheriff



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name

Telephone Number:

John R. Adler, Sheriff Columbia County

Area Code (717) 784-1991

Street Address

City

State

Zip Code

P.O. Box 380

Bloomsburg

Pennsylvania

17815

B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s)

Grantee(s)/Lessee(s)

Clinton D. Kishbaugh and Patricia J. Kishbaugh

Mellon Financial Services Corporation #8

Street Address

Anthony DiSanto, Esquire

1719 North Front Street

City

State

Zip Code

City

State

Zip Code

Harrisburg

Pennsylvania

17102

C. PROPERTY LOCATION

Street Address

City, Township, Borough

313 East Fourth Street

Berwick

County

School District

Tax Parcel Number

Columbia

Berwick

04.1-8-40

D. VALUATION DATA

1. Actual Cash Consideration

2. Other Consideration

3. Total Consideration

4. County Assessed Value

+

=

5. Common Level Ratio Factor

6. Fair Market Value

x

=

E. EXEMPTION DATA

1a. Amount of Exemption Claimed

1b. Percentage of Interest Conveyed

100%

100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☐ Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☒ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number 349, Page Number 976
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

5/15/89

(SEE REVERSE)

LAW OFFICES

PURCELL, NISSLEY, KRUG & HALLER
1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392

TELEPHONE (717) 234-4178
TELECOPIER (717) 233-1149

May 9, 1989

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

RE: 11 Of 1989
KISHBAUGH

Dear Sir:

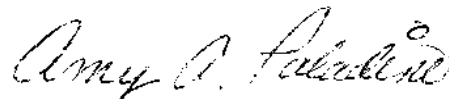
Enclosed please find our check in the amount of \$ 590.10 regarding the above matter, per our conversation on the date of this letter.

Please have the deed recorded to Mellon Financial Services Corporation #8.

Should you have any questions or need anything further, please do not hesitate to call me or Sharon Dunn in the Mortgage Foreclosure Department.

Thank you.

Very truly yours,


Amy A. Paladino

AAP:ap
Enclosure

THIS CHECK IS IN SETTLEMENT OF THE FOLLOWING INVOICES

DATE	AMOUNT
11 06 1989	Kishbaugh

IF INCORRECT PLEASE RETURN NO RECEIPT NECESSARY

PURCELL, NISSLEY, KRUG & HALLER
ESCROW ACCOUNT
1719 N. FRONT STREET
HARRISBURG, PA 17102

4924

60-82
313

May 9, 1989

PAY TO THE
ORDER OF

Sheriff

\$ 590.10

THE SUM 590 DOLS 10 CTS

DOLLARS

The Commonwealth
National Bank
A Mellon Bank
HARRISBURG, PENNSYLVANIA



[Signature]

FOR

⑈004924⑈ ⑆031300821⑆ 212 203675 5⑈

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5128

PAY
TO THE
ORDER OF Press-Enterprise, Inc.

May 15 19 89

60-1476
313

\$ 215.75

Two hundred fifteen and 75/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005128⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5129

PAY
TO THE
ORDER OF Susan James

May 15 19 89

60-1476
313

\$ 30.00

Thirty and 00/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

Solicitor Fee - No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005129⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5130

PAY
TO THE
ORDER OF Columbia County Prothonotary

May 19 19 89

60-1476
313

\$ 20.00

Twenty and 00/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005130⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5131

PAY
TO THE
ORDER OF Columbia County Recorder's Office

May 15 19 89

60-1476
313

\$ 33.50

Thirty three and 50/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005131⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5132

PAY
TO THE
ORDER OF DSTE Surcharge Account No. 2500256824

May 15 19 89

60-1476
313

\$ 28.00

Twenty eight and 00/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005132⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5133

PAY
TO THE
ORDER OF Columbia County Tax Claim Bureau

May 19 19 89

60-1476
313

\$ 5.00

Five and 00/100 ----- DOLLARS



Columbia County
Farmers National Bank
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989
FOR Mellon Financial Corp. vs. Kishbaugh

⑈005133⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

JOHN R. ADLER, SHERIFF
COURT HOUSE
BLOOMSBURG, PA. 17815

5134

60-1476
313

PAY
TO THE
ORDER OF Borough of Berwick

May 15 19 89

\$ 467.74

Four hundred sixty-seven and 74/100 ----- DOLLARS



**Columbia County
Farmers National Bank**
Benton • Orangeville • South Centre • Sweet Valley
Bloomsburg, PA 17815

No. 11 of 1989

FOR Mellon Financial Corp. vs. Kishbaugh

⑈005134⑈ ⑈031314765⑈ 25 001800⑈14

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

May 9, 1989

Anthony Disanto, Esquire
Purcell, Nissley, Krug & Haller
1719 North Front Street
Harrisburg, PA 17102-2392

ATTN: Amy

Dear Amy:

Per your request, enclosed please find a copy of the Sheriff's Sale Distribution Sheet and Sheriff's Sale Costs Sheet for Case No. 67 of 1988, Mellon Financial Corporation vs. Kishbaugh, Patricia and Clinton. If you have any questions, please let me know.

Very truly yours,

A handwritten signature in cursive script, reading "John R. Adler".

John R. Adler, Sheriff

JA/hm

Enclosures 2

SHERIFF'S SALE

Distribution Sheet

Mellon Financial Corporation VS. Kishbaugh, Patricia & Clinton
 NO. 601 of 1988 JD
 NO. 11 of 1989 ED
 DATE OF SALE: May 2, 1989

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) May 2, 1989 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 Mellon Financial Corporation for the price or sum of 1070.99 Dollars.

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	\$	1049.99	
Poundage		21.00	
Transfer Taxes			
Total Needed to Purchase	\$	1070.99	
Amount Paid Down			
Balance Needed to Purchase			

EXPENSES:

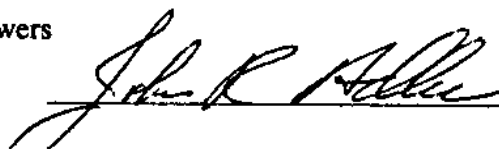
Columbia County Sheriff - Costs	\$	250.00	
Poundage		21.00	
Newspaper			\$ 271.00
Printing			215.75
Solicitor			30.00
Columbia County Prothonotary			20.00
Columbia County Recorder of Deeds -			33.50
			Deed copy work
			Realty transfer taxes
			State stamps
Tax Collector ()			
Columbia County Tax Assessment Office			
State Treasurer DSTE			28.00
Other: <u>Berwick Municipal Authority</u>			467.74
<u>TCB</u>			5.00

TOTAL EXPENSES: \$

Total Needed to Purchase	\$	1070.99	
Less Expenses			
Net to First Lien Holder			
Less BNK Deposit		500.00	
Total to First Lien Holder	\$		

Sheriff's Office, Bloomsburg, Pa. }

So answers



Sheriff

MELLON FINANCIAL SERVICES

ORP.

VS.

CLINTON

AND PATRICIA J. KISHBAUGH

NO. 67 of 1988 E.D. NO. 601 of 1988 J.D. DATE OF SALE December 8, 1988

DOCKET & LEVY	\$ 14.00
SERVICE	74.00
MAILING	16.00
ADVERTISING, SALE BILLS & NEWSPAPERS	18.00
POSTING HANDBILLS	14.00
MILEAGE	15.50
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER	

TOTAL \$ 167.50

PRESS-ENTERPRISE, INC.	\$ 229.43
NEWARK PRINTING -- CONNER	41.00
SOLICITOR'S SERVICES	

TOTAL \$ 270.43

PROTHONOTARY: LIENS LIST	\$ 20.00
DEED NOTARIZATION	
OTHER	

TOTAL \$ 20.00

RECORDER OF DEEDS: COPYWORK	\$
DEED	
OTHER SEARCH	20.00

TOTAL \$ 20.00

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

TOTAL \$

MUNICIPAL RENTS:	
SEWER - MUNICIPALITY BERWICK, 1988	\$ 386.48
WATER - MUNICIPALITY, 19	

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 26.00

MISCELLANEOUS: TAX CLAIM BUREAU LIEN CERTIFICATE \$ 5.00

TOTAL \$ 5.00

TOTAL COSTS \$ 508.93

POUNDAGE 10.18

TOTAL \$ 519.11

DEPOSIT 500.00

BALANCE DUE \$ 19.11

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

Mellan Financial Corp VS Kishbaugh Patricia A Clinton

NO. 11-1989 E.D. NO. 601-1988 J.D.

DATE OF SALE: MAY 2, 1989

BID PRICE (INCLUDES COSTS)

\$ 1049.99

POUNDAGE 2% BID PRICE

\$ 21.00

TRANSFER TAX 2% BID PRICE

\$ _____

MISC. COSTS

\$ _____

TOTAL NEEDED TO PURCHASE

\$ 1,070.99 ⁹⁹

PURCHASER(S) : _____

ADDRESS : _____

NAME(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S) : Michael P. Grayson ¹²

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 1,070.99 ⁹⁹

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$ _____

AMOUNT DUE IN ⁹⁹

EIGHT DAYS \$ 570.99

Kishbaugh

PATRICIA & CHINTON

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 2/2/89 JA
DOCKET AND INDEX ✓ JA
SET FILE FOLDER UP ✓ JA
CHECK FOR PROPER INFO
WRIT OF EXECUTION ✓ JA
COPY OF DESCRIPTION ✓ JA
WHEREABOUTS OF LAST KNOWN ADDRESS ✓ JA
NON-MILITARY AFFIDAVIT ✓ JA CALL AGAIN 3/17/89
NOTICES OF SHERIFF'S SALE ✓ JA
WATCHMAN RELEASE FORM ✓ JA
AFFIDAVIT OF LIENS LIST ✓
CHECK FOR \$500.00 -- ✓

* 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 MAY 2, 1989 JA
POST ALL DATES ON CALANDER ✓

- * 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 ✓ JA
* 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 ✓ JA
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) ✓

SERVICE

TYPE CARDS FOR DEFENDANTS ✓ JA 3/27/89
PUT PAPERS TOGETHER FOR DEFENDANTS ✓ 3/17/89
* COPY OF WRIT FOR EACH DEFENDANT ✓
* NOTICE OF SHERIFF SALE ✓
* COPY OF DESCRIPTION ✓
PUT TOGETHER PAPERS FOR LIEN HOLDERS ✓ Now
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT ✓ Now
* DOCKET ALL DATES
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO ✓
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS ✓ Now

SHERIFF'S SALE OUTLINE N'TSALE BILLS

SEND DESCRIPTION TO PRINTER _____

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. April 1 11 18 25SEND NOTICES TO LOCAL TAX COLLECTORS ~~11~~ 3NOTICES TO WATER AND SEWER AUTH. ~~11~~SEND NOTICES TO FEDERAL AND STATE TAX AUTH JA 3/20IF BUSINESS SEND COPY TO SBA AUTH. JA 3/20HANDBILLS

SEND COPIES OF HANDBILLS TO:

✓ RECORDER'S OFFICE 3/1✓ TAX CLAIM OFFICE 3/17✓ TAX ASSESSMENT OFFICE 3/17✓ PROTH OFFICE(post on board) 3/17POST IN FRONT LOBBY JA 3/20POST IN SHERIFF'S OFFICE JA 3/20SEND COPY TO ATTY JA 3/20POST PROPERTY ACCORDING TO DATE SET 3/22/84 1140 LOUISE

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 _____

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

Clinton D. Kishbaugh and Patricia J. Kishbaugh, his wife,

and find as follows:

See photostatic copy attached.

Fee \$20.00

In testimony whereof I have set my hand and seal
of office this 27th day of April
A.D., 19 89.

Beverly J. Michael RECORDER

See Account of Mtg. Rec. Bk. 351, Pg 1046 rec'd 8-2-85

ORIGINAL
RETURN TO
BROKERS MORTGAGE SERVICE

This form is used in connection with
mortgages insured under the one- to four-
family provisions of the National Housing
Act.

MORTGAGE

THIS MORTGAGE, made and entered into this 21ST day of JUNE, 1985,
by and between CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH, HIS WIFE

(hereinafter whether one or more, with THEIR heirs, executors, administrators, and assigns, called the Mortgagor),
and BROKERS MORTGAGE SERVICE INC., a corporation organized and existing under the laws of the State of New
Jersey, and having its principal office and post office address in West Collingswood, New Jersey, (hereinafter with its
successors and assigns called the Mortgagee),

WITNESSETH, that to secure the payment of FORTY SIX THOUSAND ONE HUNDRED NINETY ONE AND
00/100-----

-----Dollars (\$ 46,191.00-----),
with interest from date, at the rate of TWELVE per centum (12.00 %)
per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being
payable at the office of BROKERS MORTGAGE SERVICE INC. in West Collingswood, New Jersey, or at such other
place as the holder may designate in writing, in monthly installments of FOUR HUNDRED SEVENTY FIVE AND
13/100-----

-----Dollars (\$ 475.13-----),
commencing on the first day of AUGUST, 1985, and on the first day of each month
thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner
paid, shall be due and payable on the first day of JULY, 2015
and also to secure the performance of all covenants and agreements herein contained, the Mortgagor does by these
presents bargain, sell, give, grant, and convey to the Mortgagee, ALL the following-described real estate situate in the
BOROUGH OF BERWICK
County of COLUMBIA, and Commonwealth of Pennsylvania; to wit:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART OF THIS MORTGAGE FOR LEGAL DESCRIPTION.

BEING the same premises which Ronald F. Seferyn and Jeanne L. Seferyn, his wife by
Indenture bearing date the 21st day of June A.D., 1985, herewith and intended to
be forthwith recorded in the Office of the Recording of Deeds of Columbia County,
Pennsylvania, granted and conveyed unto Clinton D. Kishbaugh and Patricia J.
Kishbaugh, his wife, IN FEE.

THIS IS A purchase money mortgage.

UNDER AND SUBJECT to certain building restrictions as of record, if any.

HERETO ATTACHED IS AN ADDENDUM WHICH IS MADE A PART HEREOF.

BOOK 349 PAGE 979

Assigned to: Miller Financial Services Corp #8
1855. Euclid Ave. Cleveland, Ohio 44115

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 thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof:

TO HAVE AND TO HOLD said Real Estate and Property, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgagee to and for the only proper use and behoof of said Mortgagee forever:

THIS INDENTURE IS MADE, however, subject to the following covenants, conditions, and agreements and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this mortgage and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be,

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expenses involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor, or refunded to the Mortgagor, are not sufficient to pay ground rents, taxes, and assessments and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the

mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the premises covered hereby, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That the Mortgagor will not suffer any lien superior to the lien hereby created to attach to or to be enforced against the premises covered hereby, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.

6. That the Mortgagor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and that he will promptly deliver the official receipts therefor to the Mortgagee, and in default thereof the Mortgagee shall have the right to pay same. The Mortgagee shall have the right to make any payment which the Mortgagor should have made, and the Mortgagee may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs, paid by the Mortgagee pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when such sums are paid.

7. That in the event the said premises or any part thereof shall be taken or condemned for public or quasi-public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Mortgagor are hereby assigned to the Mortgagee to the extent of any indebtedness that remains unpaid, the Mortgagor, having the right to appeal said award to the courts of competent jurisdiction.

8. That if the Mortgagor shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Mortgagee, such repairs may be made at the expense of the Mortgagee, and the cost thereof, with interest at the same rate as the principal debt shall be added to and made a part of the principal debt secured hereby.

9. That if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said note, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz: FIVE per centum (5%) of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to him by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process.

10. That should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within THIRTY (30) DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the STATED time from the date of the mortgage, declining to insure said mortgage and note, being deemed conclusive proof of such ineligibility), the holder of the aforesaid mortgage and note, its successors or assigns may, at its option, declare the mortgage and note in default and all sums secured hereby immediately due and payable.

AND PROVIDED ALSO, that when as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment hereinabove provided for, or in the keeping and performance by the Mortgagor of any of the terms, conditions or covenants of the mortgage or the note secured hereby, it shall and may be lawful for said Mortgagee forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Scire Facias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. The Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner, or to reduce the amount of the note to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said note or upon this mortgage.

BUT PROVIDED ALWAYS, that if said Mortgagor does pay or cause to be paid to the said Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned together with interest and all sums advanced for payment of any ground rents, taxes, water rents, amounts due under any prior lien, charges, claims or insurance premiums as aforesaid, this Indenture, and the estate hereby granted shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

ECOR 349 PAGE 981

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

ADDENDUM TO MORTGAGE (FHA)

This addendum to and forming a part of mortgage dated JUNE 21, 1985

on premises located at 313 EAST FOURTH STREET, BERWICK, PA 18603

(Number & Street)

(City & State)

changes or amends the mortgage as follows:

All references to the collection and payment of funds to be paid as mortgage insurance premiums to the Secretary of Housing and Urban Development are hereby deleted.

The following which is generally found in all FHA insured mortgages:

The Mortgagor further agrees that should this mortgage and the bond secured hereby not be eligible for insurance under the National Housing Act within (30) THIRTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the (30) THIRTY DAYS time from the date of this mortgage, declining to insure said bond and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the bond may, at its option, declare all sums secured hereby immediately due and payable.

is extended by this addendum to read as follows:

This option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development.

IN WITNESS WHEREOF, the said Mortgagor(s) to these Presents has hereunto set THEIR hand(s) and seal(s).

Dated the day and year first hereinabove written.
Signed, Sealed and Delivered in the Presence of-

Christa Kuhl 6-21-85

(SEAL)

Patricia J. Kuhlbaugh

(SEAL)

(SEAL)

SCHEDULE A

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

BEGINNING at a rebar on the northerly right-of-way of Fourth Street, said rebar being at the southeast corner of lands of Robert M. and Mary A. Walton; thence along the easterly line of lands of said Walton north 15 degrees 06 minutes 56 seconds west 165.00 feet to a rebar set on the southerly right-of-way of Four and One-Half Street; thence along the southerly right-of-way of Four and One-Half Street north 75 degrees 00 minutes 00 seconds east 49.50 feet to a rebar set at the northwest corner of lands of A. Paul Klinger, Jr. and Jill Klinger; thence along the westerly line of lands of said Klinger south 15 degrees 06 minutes 56 seconds east 165.00 feet to a rebar set on the northerly right-of-way of Fourth Street; thence along the northerly right-of-way of said Fourth Street south 75 degrees 00 minutes 00 seconds west 49.50 feet to the place of BEGINNING. CONTAINING 8,167.5 square feet of land in all. Being more fully shown on a draft prepared by T. Bryce James and Associates dated June 4, 1985. Survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E.

IN WITNESS WHEREOF, the said Mortgagor(s) to these Presents has hereunto set THEIR hand(s) and seal(s).
Dated the day and year first hereinabove written.

Signed, Sealed, and Delivered in the Presence of —

WITNESS Wayne A. Tomanis Clinton D. Kishbaugh [SEAL]
Patricia J. Kishbaugh [SEAL]
[SEAL]

CERTIFICATE OF RESIDENCE

I, the subscriber, do hereby certify that the correct address of the within-named Mortgagee is 235 White Horse Pike, West Collingswood, New Jersey 08107.

Witness my hand this 21ST day of JUNE, 1985

Debra Khan
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF COLUMBIA) ss:

On this 21ST day of JUNE, A.D. 1985, before me,
the subscriber came the above-named CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH, HIS WIFE

and acknowledged the within indenture of Mortgage to be
the same to be recorded as such. THEIR act and deed, and desired

WITNESS my hand and seal, the day and year aforesaid.

Tom B. Kline
My commission expires 19
PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st. MON. JAN. 1, 1988

#320
REC'D BY RECORDER
COLUMBIA CO., PA.

TAX \$50.00 FEE 17.00

JUN 21 3 04 PM '85

Bank

Recorded in Columbia County
Record Bk 349 pg 979
June 21, 1985 3:04pm

Beverly J. Michael
Patricia M. Schmit, Dep

COMMONWEALTH

OF

PENNSYLVANIA

LOAN No. 441 325 140-8

Mortgage

CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH, HIS WIFE

TO

BROKERS MORTGAGE SERVICE INC.
235 White Horse Pike
West Collingswood, New Jersey 08107

COMMONWEALTH
OF PENNSYLVANIA,) ss:
COUNTY OF)

RECORDED on this day of JUNE, A.D. 1985, in
the Recorder's Office of said County, in
Mortgage Book, Vol. , Page

Given under my hand and seal of the said
office, the day and year aforesaid.

Recorder

BMS312 - Page 4

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

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

IRS
P.O. Box 1205
Philadelphia, PA 19106
Attn.: Special Procedures
Function

DOMESTIC RETURN RECEIPT

Insured GOD	Signature of addressee or authorized agent
Postmarked for fees and check boxes for additional services requested	Address (City, State, ZIP)
Postmarked for fees and check boxes for additional services requested	Address (City, State, ZIP)

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4 when return receipt is desired. The return receipt fee will provide you the name of the person to whom the return is being delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Return to addressee	2. Return to return address
3. Return to return address	4. Return to return address
5. Return to return address	6. Return to return address
7. Return to return address	8. Return to return address
9. Return to return address	10. Return to return address
11. Return to return address	12. Return to return address

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, PA 17105

Small Business Administration
20 N. Pennsylvania Ave.
Room 2327
Wilkes-Barre, PA 18701

SHERIFF'S SALE - COSTS SHEET

Mallico Financial Corp vs. Kishbaugh, Patricia Clinton
 NO. 11 of 1989 E.D. NO. 601 of 1988 J.D. DATE OF SALE Mar 2, 1989

DOCKET & LEVY	7 ⁰⁰ 7 ⁰⁰	\$ <u>14.00</u>
SERVICE	13 ⁰⁰ 7.00 124.00	<u>93.00</u>
MAILING	16.00	<u>16.00</u>
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00 9.00	<u>18.00</u>
POSTING HANDBILLS	7.00 7.00	<u>14.00</u>
MILEAGE	10.00, 5.00, 2.50, 2.50, 2.50, 2.50	<u>25.00</u>
CRYING/ADJOURN OF SALE		<u>7.00</u>
SHERIFF'S DEED		<u>10.00</u>
DISTRIBUTION		<u>9.00</u>
OTHER	<u>copy 14 @ 3.00</u>	<u>42.00</u>
TOTAL		\$ <u>250.00</u>
PRESS-ENTERPRISE, INC.		\$ <u>215.75</u>
HENRIE PRINTING		<u>30.00</u>
SOLICITOR'S SERVICES		
TOTAL		\$ <u>245.75</u>
PROTHONOTARY:	LIENS LIST	\$ <u>20.00</u>
	DEED NOTARIZATION	
	OTHER	
TOTAL		\$ <u>20.00</u>
RECORDER OF DEEDS:	COPYWORK	\$ <u>20.00</u>
	DEED	<u>13.50</u>
	OTHER	
TOTAL		\$ <u>33.50</u>
REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19__		\$ _____
SCHOOL TAXES, DISTRICT _____, 19__		_____
DELINQUENT TAXES, 19__, 19__, 19__, 19__		_____
TOTAL		\$ _____
MUNICIPAL RENTS:		
SEWER - MUNICIPALITY <u>Berk.</u> , 19__		\$ <u>467.74</u>
WATER - MUNICIPALITY _____, 19__		_____
TOTAL		\$ <u>467.74</u>
OSTE 14 @ 2.00		
SURCHARGE FEE: (STATE TREASURER) TOTAL		\$ <u>28.00</u>
MISCELLANEOUS: <u>TAX Chain Bureau lien</u>		\$ <u>5.00</u>
TOTAL		\$ <u>5.00</u>
TOTAL COSTS		\$ <u>1049.99</u>

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 11 OF 1989, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

Tuesday, May 2, 1989

At 10:00 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 lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rebar on the northerly right-of-way of Fourth Street, said rebar being at the southeast corner of lands of Robert M. and Mary A. Walton; thence along the easterly line of lands of said Walton north 15 degrees 06 minutes 56 seconds west 165.00 feet to a rebar set on the southerly right-of-way of Four and One-Half Street; thence along the southerly right-of-way of Four and One-Half Street north 75 degrees 00 minutes 00 seconds east 49.50 feet to a rebar set at the northwest corner of lands of A. Paul Klinger, Jr. and Jill Klinger; thence along the westerly line of lands of said Klinger south 15 degrees 06 minutes 56 seconds east 165.00 feet to a rebar set on the northerly right-of-way of Fourth Street; thence along the northerly right-of-way of said Fourth Street south 75 degrees 00 minutes 00 seconds west 49.50 feet to the place of BEGINNING. CONTAINING 8,167.5 square feet of land in all. Being more fully shown on a draft prepared by T. Bryce James and Associates dated June 4, 1985. Survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E.

BEING the same premises conveyed by Ronald F. Seferyn and Jeanne L. Seferyn, his wife, to Clinton D. Kishbaugh and Patricia J. Kishbaugh, his wife, grantors herein, by deed dated June 12, 1985, and recorded in the office for the recording of deeds in and for the County of Columbia on June 21, 1985 in Deed Book 349, page 976.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution 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.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check TIME OF SALE. Balance Cash or Certified Check within eight (8) days after sale.

Anthony DiSanto, Esquire
1719 North Front Street
Harrisburg, PA 17102

PREMISES TO BE SOLD BY:

JOHN R. ADLER,
Sheriff

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 April 11, April 18, April 25,, 19 89. 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.

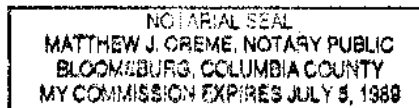
Paul R. Eyerly, III

Sworn and subscribed to before me this . . . 24th . . . day of April . . . 19 89 . . .

Matthew J. Creme

(Notary Public)

My Commission Expires



Member, Pennsylvania Association of Notaries

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.

.....

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

April 13, 1989

Atty. Susan James
29 E. Main Street
Bloomsburg, PA 17815

RE: Upcoming Sheriff's sales

Dear Susan:

Here is a list of the upcoming Sheriff's sales we have scheduled. Please let us know in advance if there are any conflicts with your schedule. If so, we can make arrangements to be represented by another attorney.

Kishbaugh, Clinton and Patricia	May 2, 1989	10:00 A.M.
Fedder, Charles and Lois	May 2, 1989	10:30 A.M.
Goodwin, R.H.	May 2, 1989	11:00 A.M.
Gordon, Robert and Florence	May 18, 1989	10:00 A.M.
Dietterick, Hensyl and Lula	June 15, 1989	10:30 A.M.
Sheatler, Gary and Christine	June 15, 1989	11:00 A.M.

We will, of course, notify you as changes become effective.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louise Frantz".

Louise Frantz
Deputy Sheriff

SHERIFF'S SALE

Distribution Sheet

Mellon Financial Corp. VS. Kishbaugh, Patrica & Clinton
NO. 601-1988 JD
NO. 11-1989 ED
DATE OF SALE: May 2, 1989

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) _____ and (time) _____, 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 _____ for the price or sum of _____ Dollars.

_____ 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	\$ _____	
Poundage	_____	
Transfer Taxes	_____	
Total Needed to Purchase		\$ _____
Amount Paid Down		_____
Balance Needed to Purchase		_____

EXPENSES:

Columbia County Sheriff - Costs	\$ _____	
Poundage		\$ _____
Newspaper		_____
Printing		_____
Solicitor		_____
Columbia County Prothonotary		_____
Columbia County Recorder of Deeds -	Deed copy work	_____
	Realty transfer taxes	_____
	State stamps	_____
Tax Collector ()	_____
Columbia County Tax Assessment Office		_____
State Treasurer		_____
Other: _____		_____
_____		_____
_____		_____

TOTAL EXPENSES: \$ _____

Total Needed to Purchase	\$ _____
Less Expenses	_____
Net to First Lien Holder	_____
Plus Deposit	_____
Total to First Lien Holder	\$ _____

Sheriff's Office, Bloomsburg, Pa. }

So answers

_____ Sheriff

MELLON FINANCIAL SERVICES
CORPORATION #8,
PLAINTIFF

VS.

CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 601-1988
:
: IN MORTGAGE FORECLOSURE
:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

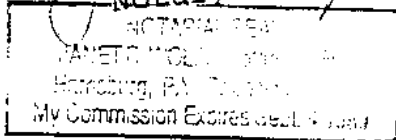
SS

COUNTY OF DAUPHIN

Personally appeared before me, a Notary Public in and for said
Commonwealth and County, ANTHONY DISANTO, ESQUIRE who being duly
sworn according to law deposes and states that the Defendant(s) above
named are not in the Military or Naval Service nor are they engaged
in any way which would bring them within the Soldiers and Sailors
Relief Act of 1940, as amended.

Sworn to and subscribed :
before me this 27 day :
of January 1989 :

[Signature]
Notary Public



[Signature]
ANTHONY DISANTO, ESQUIRE

MELLON FINANCIAL SERVICES
CORPORATION #8,
PLAINTIFF

VS.

CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 601-1988
:
: IN MORTGAGE FORECLOSURE
:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

:

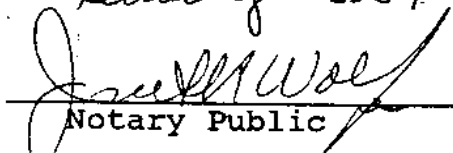
SS

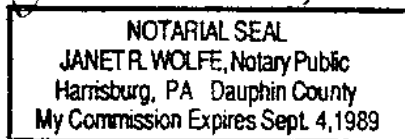
COUNTY OF DAUPHIN

:

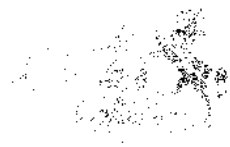
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Sworn to and subscribed :
before me this 27 day :
of February 1989 :


Notary Public




ANTHONY DISANTO, ESQUIRE



ERNEST J.
PREATE, JR.

Attorney General

Commonwealth of Pennsylvania

Office of Attorney General
Tax and Finance Section
Collections Unit

March 23, 1989
15th Floor
Strawberry Square
4th & Walnut Street
Harrisburg, PA 17120
(717)787-3646


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

Re: Clinton D. Kishbaugh and
Patricia J. Kishbaugh

Dear Sheriff Adler:

A check of the records of the Financial Enforcement Section of the Office of Attorney General, reveals no claim of the Commonwealth referred to this office against Clinton D. Kishbaugh or Patricia J. Kishbaugh.

Very truly yours,


Thomas C. Zerbe, Jr.
Deputy Attorney General
Financial Enforcement Section

TCZ/kf

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Atty. Anthony DiSanto
1719 N. Front Street
Harrisburg, PA 17120

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

No. 11 of 1989

WRIT OF EXECUTION

SERVICE ON CLINTON KISHBAUGH

ON March 22, 1989 AT 16:58, A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON
Clinton Kishbaugh AT 1020 Orange St.,
Barwick, PA
Louise Frantz BY DEPUTY SHERIFF

SERVICE WAS MADE BY HANDING THE SAID WRIT OF EXECUTION AND NOTICE OF
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO

SO ANSWERS:

Louise Frantz
DEPUTY SHERIFF
Louise Frantz

John R. Adler 27
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 23 DAY OF March, 1989

Tami B. Kline by: Charles Hess
TAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Atty. Anthony DiSanto
1719 N. Front Street
Harrisburg, PA 17120

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

No. 11 of 1989

WRIT OF EXECUTION

SERVICE ON PATRICIA KISHBAUGH

ON March 22, 1989 AT 16:58, A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON
Clinton Kishbaugh, her husband AT 1020 Orange St.,
Berwick, PA BY DEPUTY SHERIFF
Louise Frantz

SERVICE WAS MADE BY HANDING THE SAID WRIT OF EXECUTION AND NOTICE OF
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO

SO ANSWERS:

Louise Frantz
DEPUTY SHERIFF
Louise Frantz

John R. Adler
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 23 DAY OF March, 1989
Tami B. Kline by: Carla Hess
TAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

Atty. DiSanto
1719 N. Front St.
Harrisburg, PA 17102

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

NO. 11 of 1989

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 22, 1989

POSTED A COPY OF THE SHERIFF'S

SALE BILL ON THE PROPERTY OF CLINTON AND PATRICIA KISHBAUGH

313 E. Fourth Street, Berwick, PA (currently residing at 1020 Orange St,
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF LOUISE FRANTZ
Berwick, PA)

SO ANSWERS:

Louise Frantz
Deputy Sheriff
Louis Frantz

FOR:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me this
22 day of March, 1989.

Tami B. Kline by Carla Hess
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 3/20/89
To: Atty D. SANTO
1719 N. Front St
HARRISBURG PA
17102

RE: Mellon vs. Kishbaugh
No. 11 of 1989 E.D. No. 601 of 1988 J.D.

Dear Sir:

Enclosed is your copy of an upcoming Sheriff's Sale Bill.
Feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script, reading "John R. Adler".
John R. Adler
Sheriff

ENC.

LAW OFFICES
PURCELL, NISSLEY, KRUG & HALLER
1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102

(717) 234-4178

February 27, 1989

Prothonotary
Columbia County Courthouse
Bloomsburg, PA 17815

Re: KISHBAUGH

Dear Sir:

Enclosed is an Affidavit of Non-Military Service to be filed to the within term and number. I had previously forwarded to you the judgment and execution package and this affidavit should be made a part thereof.

If you require anything further please do not hesitate to contact me.

Sincerely yours,



Anthony DiSanto

AD/md

CLERK OF COURT
MAR 1 10 07 AM '89

MELLON FINANCIAL SERVICES
CORPORATION #8,
PLAINTIFF

VS.

CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 601-1988
:
: IN MORTGAGE FORECLOSURE
:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF DAUPHIN :

Personally appeared before me, a Notary Public in and for said Commonwealth and County, ANTHONY DISANTO, ESQUIRE who being duly sworn according to law deposes and states that the Defendant(s) above named are not in the Military or Naval Service nor are they engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :
before me this 07 day :
of February 1988 :

Notary Public

NOTARY SEAL
JANETTE ROCKE, Notary Public
Harrisburg, Pa. Dauphin County
My Commission Expires Sept. 4, 1989

ANTHONY DISANTO, ESQUIRE

BY VIRTUE OF A WRIT OF EXECUTION NO. 11 OF 1989, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

Tuesday, May 2, 1989

At 10:00 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 lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rebar on the northerly right-of-way of Fourth Street, said rebar being at the southeast corner of lands of Robert M. and Mary A. Walton; thence along the easterly line of lands of said Walton north 15 degrees 06 minutes 56 seconds west 165.00 feet to a rebar set on the southerly right-of-way of Four and One-Half Street; thence along the southerly right-of-way of Four and One-Half Street north 75 degrees 00 minutes 00 seconds east 49.50 feet to a rebar set at the northwest corner of lands of A. Paul Klinger, Jr. and Jill Klinger; thence along the westerly line of lands of said Klinger south 15 degrees 06 minutes 56 seconds east 165.00 feet to a rebar set on the northerly right-of-way of Fourth Street; thence along the northerly right-of-way of said Fourth Street south 75 degrees 00 minutes 00 seconds west 49.50 feet to the place of BEGINNING. CONTAINING 8,167.5 square feet of land in all. Being more fully shown on a draft prepared by T. Bryce James and Associates dated June 4, 1985. Survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E.

BEING the same premises conveyed by Ronald F. Seferyn and Jeanne L. Seferyn, his wife, to Clinton D. Kishbaugh and Patricia J. Kishbaugh, his wife, grantors herein, by deed dated June 12, 1985, and recorded in the office for the recording of deeds in and for the County of Columbia on June 21, 1985 in Deed Book 349, page 976.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution 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.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check TIME OF SALE. Balance Cash or Certified Check within eight (8) days after sale.

Anthony DiSanto, Esquire
1719 North Front Street
Harrisburg, PA 17102

PREMISES TO BE SOLD BY:
JOHN R. ADLER,
Sheriff

Tax Claim

SHERIFF'S SALE

04.1-8-40

12/29/88

BY VIRTUE OF A WRIT OF EXECUTION NO. 11 OF 1989, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

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Anthony DiSanto, Esquire
1719 North Front Street
Harrisburg, PA 17102

PREMISES TO BE SOLD BY:

JOHN R. ADLER,
Sheriff

LIST OF LIENS

VERSUS

CLINTON D. AND Patricia J. Kishbaugh

Court of Common Pleas of Columbia County, Pennsylvania.

Mellon Financial #8

versus

Clinton D. & Patricia J.

Kishbaugh

No. 601 of Term, 19 88
Real Debt || \$ 53172.41
Interest from ||
Commission ||
Costs ||
Judgment entered September 02, 1988
Date of Lien
Nature of Lien Mort. Fore.

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

versus

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

SHERRIFF'S SALE

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Anthony DiSanto, Esquire
1719 North Front Street
Harrisburg, PA 17102

PREMISES TO BE SOLD BY:

JOHN R. ADLER,
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: 3/20/89
To: Chris Klinger
344 Market St
Berwick, Pa
18603

RE: Mellon vs Kishbaugh
No. 11 of 1989 ED No. 601 of 1988 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,

A handwritten signature in cursive script that reads "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
Bloomsburg, PA 17815

Date: 3/30/89

RE: Sheriff's Sale Advertising Dates

Mellon Financial vs Kishbaugh

No. 11 of 1989 ED No. 601 of 1988 JD

Dear Sir:

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

1st week April 11, 1989

2nd week April 18, 1989

3rd week April 25, 1989

Feel free to contact me if you have any problems.

Sincerely,

A handwritten signature in cursive script, reading "John R. Adler".
John R. Adler
Sheriff

enc.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 3/20/89

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

Fourth & Walnut Streets

Harrisburg, PA 17120

RE: Mellon Financial vs Kishbaugh
No. 11 of 1989 ED No. 601 of 1988 JD

Dear Sir:

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Sincerely,

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John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1091

Date: 3/20/89

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

Harrisburg, PA 17105

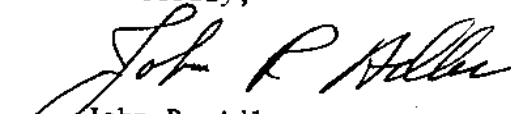
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No. 11 of 1989 ED No. 601 of 1989 JD

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Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 3/20/89

To: Internal Revenue Service
P.O. Box 12050
Philadelphia, PA 19106

ATTN: SPECIAL PROCEDURES FUNCTION

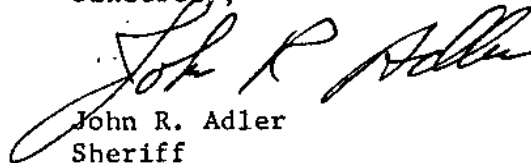
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John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 3/20/89

To: Small Business Administration

20 N. Penna. Avenue

Room 2327

Wilkes-Barre, PA 18701

RE: Mellan Financial vs Kishbaugh

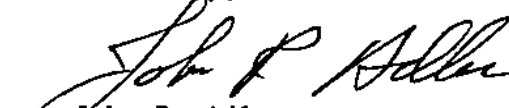
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John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: 3/20/89

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

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: Mellan Financial vs Kishbaugh

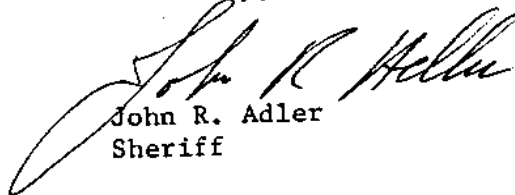
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Sheriff

SHERIFF'S SALE

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Tuesday, May 2, 1989

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TERMS OF SALE: Ten (10%) percent Cash or Certified Check TIME OF SALE. Balance Cash or Certified Check within eight (8) days after sale.

Anthony DiSanto, Esquire
1719 North Front Street
Harrisburg, PA 17102

PREMISES TO BE SOLD BY:

JOHN R. ADLER,
Sheriff

MELLON FINANCIAL SERVICES CORPORATION #8,
PLAINTIFF
VS.
CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY,
: PENNSYLVANIA
:
: NO. 601-1988
:
: CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

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

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: Mar 2 1989

TIME: 10:00 O'clock a.m.

LOCATION: Sheriff's Office
Columbia County Courthouse
35 West Main Street
Bloomsburg PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION OF YOUR PROPERTY TO BE SOLD IS:

313 E. Fourth Street, Berwick, Pennsylvania

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

601-1988

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

CLINTON D. KISHBAUGH and PATRICIA J. KISHBAUGH

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and

municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, PA 17815

(717) 784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

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

BEGINNING at a rebar on the northerly right-of-way of Fourth Street, said rebar being at the southeast corner of lands of Robert M. and Mary A. Walton; thence along the easterly line of lands of said Walton north 15 degrees 06 minutes 56 seconds west 165.00 feet to a rebar set on the southerly right-of-way of Four and One-Half Street; thence along the southerly right-of-way of Four and One-Half Street north 75 degrees 00 minutes 00 seconds east 49.50 feet to a rebar set at the northwest corner of lands of A. Paul Klinger, Jr. and Jill Klinger; thence along the westerly line of lands of said Klinger south 15 degrees 06 minutes 56 seconds east 165.00 feet to a rebar set on the northerly right-of-way of Fourth Street; thence along the northerly right-of-way of said Fourth Street south 75 degrees 00 minutes 00 seconds west 49.50 feet to the place of BEGINNING. CONTAINING 8,167.5 square feet of land in all. Being more fully shown on a draft prepared by T. Bryce James and Associates dated June 4, 1985. Survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E.

BEING the same premises conveyed by Ronald F. Seferyn and Jeanne L. Seferyn, his wife, to Clinton D. Kishbaugh and Patricia J. Kishbaugh, his wife, grantors herein, by deed dated June 12, 1985, and recorded in the office for the recording of deeds in and for the County of Columbia on June 21, 1985 in Deed Book 349, page 976.

MELLON FINANCIAL SERVICES
CORPORATION #8,
PLAINTIFF

VS.

CLINTON D. KISHBAUGH AND
PATRICIA J. KISHBAUGH,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 601-1988
:
: IN MORTGAGE FORECLOSURE
:

PLAINTIFF'S AFFIDAVIT
PURSUANT TO RULE 3129

ANTHONY DISANTO, ESQUIRE, Attorney for the Plaintiff in the above-captioned matter, sets forth as of the date the praecipe for the Writ of Execution was filed, the following information concerning the real property located at 313 E. FOURTH STREET, BERWICK, COLUMBIA COUNTY, PENNSYLVANIA.

1. That he has made a good faith investigation as to the whereabouts of the Defendant(s) and/or Owner(s), including but not limited to an investigation of the records of the United States Postal Service, taxing authorities of the subject municipality, and the telephone directory of the area or surrounding community where the Defendant(s) and/or (Owner(s) last resided and the property in question, and after such investigation he avers:

2. The name and address of the Owner(s) or reputed Owner(s):

Clinton D. Kishbaugh and Patricia J. Kishbaugh
313 E.Fourth Street, Berwick, PA

3. Name and address of Defendant(s) in the judgment if different from that listed in 2 above:

SAME

4. Name and address of every judgment creditor whose judgment

is a record on the real property to be sold:

Nothing of record

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

PLAINTIFF HEREIN

(and any others as noted below)

6. 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:

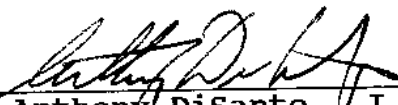
UNKNOWN (TENANT IF OCCUPIED)

7. 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:

UNKNOWN

I verify that the statements made in this affidavit are true and correct to the best of my knowledge, information and belief.

I understand that false statements herein are made subject to the penalties of 18 PA C.S. Section 4909 relating to unsworn falsification to authorities.



Anthony DiSanto I.D. #36514
Attorney for Plaintiff
1719 North Front Street
Harrisburg, Pennsylvania 17102

TO THE SHERIFF OF COLUMBIA COUNTY:

There will be placed in your hands for service a Writ of Execution in Mortgage Foreclosure styled as follows:

Plaintiff: MELLON FINANCIAL SERVICES CORPORATION #8

vs.

Defendants: CLINTON D. KISHBAUGH AND PATRICIA J. KISHBAUGH

Filed to No. 601-1988

INSTRUCTIONS

This is real estate execution. The property is located at:

313 E. FOURTH STREET, BERWICK, PA

(A more complete legal description accompanies these documents.)

The parties to be served and their addresses are as follows:

Serve both Defendants personally at 313 E. Fourth Street, Berwick, PA.

By:


Anthony DiSanto
Attorney for Plaintiff

WAIVER OF WATCHMAN

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

By


Anthony DiSanto
Attorney for Plaintiff

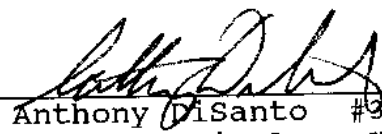
TO COLUMBIA COUNTY SHERIFF:

Seize, levy, advertise and sell ALL REAL PROPERTY OF THE
DEFENDANTS, CLINTON D. KISHBAUGH AND PATRICIA J. KISHBAUGH located
at:

313 E. Fourth Street
Berwick
Columbia County
Pennsylvania

YOU ARE HEREBY RELEASED from all responsibility in not placing
watchman or insurance on real property levied on by virtue of this
writ.

By


Anthony DiSanto #36514
Purcell, Nissley, Krug & Haller
Attorney for Plaintiff

DEPUTY

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

BEGINNING at a rebar on the northerly right-of-way of Fourth Street, said rebar being at the southeast corner of lands of Robert M. and Mary A. Walton; thence along the easterly line of lands of said Walton north 15 degrees 06 minutes 56 seconds west 165.00 feet to a rebar set on the southerly right-of-way of Four and One-Half Street; thence along the southerly right-of-way of Four and One-Half Street north 75 degrees 00 minutes 00 seconds east 49.50 feet to a rebar set at the northwest corner of lands of A. Paul Klinger, Jr. and Jill Klinger; thence along the westerly line of lands of said Klinger south 15 degrees 06 minutes 56 seconds east 165.00 feet to a rebar set on the northerly right-of-way of Fourth Street; thence along the northerly right-of-way of said Fourth Street south 75 degrees 00 minutes 00 seconds west 49.50 feet to the place of BEGINNING. CONTAINING 8,167.5 square feet of land in all. Being more fully shown on a draft prepared by T. Bryce James and Associates dated June 4, 1985. Survey made and description written by: T. Bryce James, Reg. Surveyor No. 4708-E.

BEING the same premises conveyed by Ronald F. Seferyn and Jeanne L. Seferyn, his wife, to Clinton D. Kishbaugh and Patricia J. Kishbaugh, his wife, grantors herein, by deed dated June 12, 1985, and recorded in the office for the recording of deeds in and for the County of Columbia on June 21, 1985 in Deed Book 349, page 976.

THIS CHECK IS IN SETTLEMENT OF THE FOLLOWING INVOICES:

DATE _____

AMOUNT

PURCELL, NISSLEY, KRUG & HALLER

ESCROW ACCOUNT

1719 N. FRONT STREET

HARRISBURG, PA 17102

2686

60-82
313

Jun 30 1989

**PAY TO THE
ORDER OF**

Sheriff

\$ 500 —

THE SUM 500 DOLS 00 CTS

DOLLARS

The Commonwealth National Bank



A Mellon Bank
HARRISBURG, PENNSYLVANIA

IF INCORRECT PLEASE RETURN. NO RECEIPT NECESSARY

FOR

002686 031300821: 212 203675 5