

SHERIFF'S SALE

=====

BY VIRTUE OF WRIT OF EXECUTION NO. 19 OF 1989,
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 STATE OF PENNSYLVANIA ON

THURSDAY, MAY 18, 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 piece or parcel of land lying
and being situate on the southerly side of West
Front Street, between Market and Mulberry Streets,
in the Borough of Berwick, County of Columbia,
and State of Pennsylvania, bounded and described
as follows:

On the East by an alley; on the North by West
Front Street; on the West by lot now or late of
Rose Adele Coblentz; and on the South by an
alley. The said lot being thirty-three (33) feet,
more or less, on West Front Street, and eighty (80)
feet, more or less, in depth. Having erected thereon
a frame building.

BEING the same premises conveyed to the
Mortgagors herein by deed of Madeline Saras
and Nicholas L. Saras, her husband, et al, dated
September 13, 1973, and recorded in Columbia County
Deed Book Volume 264, at page 332, on October
9, 1973.

KNOWN AS: 132 West Front Street, Berwick,
Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL: 04.2-6-32

SEIZED AND TAKEN into execution at the suit of
United Penn Bank against Robert B. Gordon and
Florence M. Gordon. Judgment filed to 1402 of 1988.
Writ issued March 13, 1989.

NOTICE IS HEREBY GIVEN to all claimants and
parties in interest that the Sheriff will, not later
than thirty days after the sale, file a Schedule of
Distribution in his office, where the same will be
made 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 days after sale.

=====

Hourigan, Kluger, Spohrer
& Quinn, P.C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

PREMISES TO BE SOLD BY

JOHN R. ADLER,
Sheriff

SHERIFF'S SALE

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Hourigan, Kluger, Spohrer
& Quinn, P.C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

PREMISES TO BE SOLD BY
JOHN R. ADLER,
Sheriff

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

CASHIER'S CHECK

1675830

Robert Cordon

PURCHASER

DATE May 11, 1989

60-57

313

PAY TO THE ORDER OF Sheriff of Columbia County**

\$ 43.50**

UNITED PENN
BANK 43 dol's 50 cts



United Penn Bank
WILKES-BARRE, PA.

[Signature]
AUTHORIZED SIGNATURE

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

⑈ 1675830 ⑈ ⑆031300575⑆ 100 583 2⑈

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

Jonathan A. Spohrer, Esquire
United Penn. Bank
8 Market Street
Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

According to our records, there is a balance due of \$43.50 for Case No. 19 of 1989, United Penn Bank vs. Robert B. Gordon and Florence M. Gordon. Please submit this amount to us.

Very truly yours,

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

John R. Adler, Sheriff

hm

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

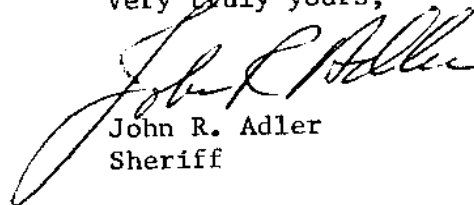
May 9, 1989

Susan James, Esquire
29 East Main Street
Bloomsburg, PA 17815

Dear Susan:

Enclosed please find our check No. 5089 in the amount of \$30.00.
This covers your solicitor fee for Case No. 19 of 1989, United Penn Bank
vs. Robert B. Gordon and Florence M. Gordon.

Very truly yours,



John R. Adler
Sheriff

hm

Enclosure

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

May 9, 1989

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

Gentlemen:

Enclosed please find our check No. 5088 in the amount of \$64.70.
This is for advertising of Case No. 19 of 1989, United Penn Bank vs.
Robert B. Gordon and Florence M. Gordon.

Very truly yours,

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

John R. Adler, Sheriff

hm

Enclosure

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5092

60-1476
313

May 9 19 89

PAY
TO THE
ORDER OF DSTE Surcharge Account No. 2500256824

\$ 46.00

Forty six and 00/100 - - - - - DOLLARS



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

No. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005092⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5093

60-1476
313

May 9 19 89

PAY
TO THE
ORDER OF Columbia County Tax Claim Bureau

\$ 5.00

Five and 00/100 - - - - - DOLLARS



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

No. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005093⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5088

60-1476
313

May 9 19 89

PAY
TO THE
ORDER OF Press-Enterprise, Inc.

\$ 64.70

Sixty four and 70/100 - - - - - DOLLARS



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

No. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005088⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5089

PAY
TO THE
ORDER OF Susan James, Esquire

May 9 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

No. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005089⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5090

PAY
TO THE
ORDER OF Columbia County Prothonotary

May 9 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. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005090⑈ ⑆031314765⑆ 25 001800⑈14

**COLUMBIA COUNTY
SHERIFF'S DEPARTMENT**

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

5091

PAY
TO THE
ORDER OF Columbia County Recorder's Office

May 9 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. 19 of 1989

FOR United Penn Bank vs. Robert B. Gordon
and Florence M. Gordon

⑈005091⑈ ⑆031314765⑆ 25 001800⑈14

Barclay

19 of 1989 ED 1402 of 1989 VO
SHERIFF'S SALE REAL ESTATE OUTL...

RECEIVE AND TIME STAMP WRIT ☒ 3/22

DOCKET AND INDEX ☒ 3/22

SET FILE FOLDER UP ☒ 3/22

CHECK FOR PROPER INFO

WRIT OF EXECUTION ☒

COPY OF DESCRIPTION ☒

WHEREABOUTS OF LAST KNOWN ADDRESS ☒

NON-MILITARY AFFIDAVIT ☒ 3/23/89

NOTICES OF SHERIFF'S SALE ☒ 3/27/89

WATCHMAN RELEASE FORM ☒ 3/27/89

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 ☒ 3/28/89

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 ☒

* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)

* MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED

FILL IN ALL NO'S ON EXECUTION PAPERS ☒

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) ☒

SERVICE

TYPE CARDS FOR DEFENDANTS ☒ 3/28/89

PUT PAPERS TOGETHER FOR DEFENDANTS ☒ 3/28/89

* COPY OF WRIT FOR EACH DEFENDANT

* NOTICE OF SHERIFF SALE

* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS ☒ L.F.

* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT ☒ L.F.

* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO ☒ 3/29/89

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS ☒ 3/29/89

SHERIFF'S SALE OUTLINE N'TSALE BILLSSEND DESCRIPTION TO PRINTER 100 Acres

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. ✓ V.D.SEND NOTICES TO LOCAL TAX COLLECTORS L.F.NOTICES TO WATER AND SEWER AUTH. L.F.SEND NOTICES TO FEDERAL AND STATE TAX AUTH ✓ V.D.IF BUSINESS SEND COPY TO SBA AUTH. ✓ V.D.HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE J.D.TAX CLAIM OFFICE J.D.TAX ASSESSMENT OFFICE J.D.PROTH OFFICE(post on board) J.D.POST IN FRONT LOBBY J.D.POST IN SHERIFF'S OFFICE J.D.SEND COPY TO ATTY J.D.POST PROPERTY ACCORDING TO DATE SET 9/14 Lease

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:

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 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 4th day of May 19 89.....

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

My Commission Expires

NOTARIAL SEAL
MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1989

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.

.....

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
RONALD V. SANTORA
JOHN D. NARDONE
JONATHAN A. SPOHRER
MARK P. McNEALIS
CYNTHIA R. VULLO
LAWRENCE A.J. SPEGAR
FRANK G. PROCYK

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

GEORGE A. SPOHRER
RICHARD M. GOLDBERG
ANTHONY C. FALVELLO
WILLIAM F. ANZALONE
DAVID W. SABA
JOSEPH A. LACH
THOMAS B. HELBIG
BRIAN C. CORCORAN
EUGENE D. SPERAZZA
TERRENCE J. HERRON
WALTER T. GRABOWSKI
JOANN L. DRUST
JULE ANN K. GAIGE

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701-1867
(717) 825-9401
TELECOPIER (717) 829-3460

(717) 826-2710

April 26, 1989

FALVELLO LAW OFFICE BUILDING
CONYNGHAM-DRUMS ROAD
BOX A103
R.D.1. SUGARLOAF, PA 18249-9737
(717) 788-4191
TELECOPIER (717) 788-4118

600 PENN SECURITY BANK BUILDING
SCRANTON, PA 18503-1817
(717) 346-8414
TELECOPIER (717) 961-5072

SUITE 102B
HOLLAND THREAD MILL
411 MAIN STREET
STROUDSBURG, PA 18360-2404
(717) 421-3776
TELECOPIER (717) 421-3821

SOVEREIGN BUILDING
609 HAMILTON MALL
ALLENTOWN, PA 18101-2111
(215) 437-1584
TELECOPIER (215) 437-2629

Mr. Jim Dent
Sheriff of Columbia County
Columbia County Courthouse
P. O. Box 380
Bloomsburg, Pa. 17815

Re: United Penn Bank vs. Robert and Florence
Gordon; No. 19 of 1989

Dear Mr. Dent:

Please be advised that the United Penn Bank wishes to discontinue and close out all execution proceedings concerning the above-referenced action. If there is any refund due the United Penn Bank, kindly send same.

Thank you for your time and attention and should you have any further questions, please do not hesitate to contact me.

Very truly yours,

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

Jonathan A. Spohrer
Jonathan A. Spohrer

JAS/po
cc: John A. Grencavich

State of Pennsylvania
County of Columbia

ss.

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

Robert B. Gordon and Florence M. Gordon.

and find as follows:

See photostatic copies attached.

Fee .. \$20.00 ..

In testimony whereof I have set my hand and seal
of office this 28th day of April
A.D., 19 89.

Beverly J. Michael RECORDER

See Modification Agmt, Rec. Bk 382, Pg 148 rec'd 1-26-87,

THIS INDENTURE, Made the ---3rd---day of---December---, in the year of our Lord one thousand nine hundred and seventy-five (1975).
BETWEEN ---ROBERT B. GORDON and FLORENCE M. GORDON, his wife, of the Borough of Berwick, County of Columbia and State of Pennsylvania,-----

(hereinafter, whether one or more, with their heirs, executors, administrators, -----and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK, a banking institution organized under the laws of the Commonwealth of Pennsylvania, with its principal office in Wilkes-Barre, Pennsylvania,-----

(hereinafter, with its successors and assigns, called the Mortgagee), of the other part.

WHEREAS, said Mortgagor in and by an Obligation or Writing obligatory, duly executed under the hand and seal of said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of Eighty-eight Thousand and 00/100-----(\$88,000.00)-----Dollars

lawful money of the United States of America, conditioned for the payment of the just sum of-----Dollars Forty-four Thousand and 00/100-----(\$44,000.00)-----

lawful money as aforesaid, the principal sum of Forty-four Thousand and 00/100 ---(\$44,000.00)---Dollars lawful money of the United States of America, payable within fifteen (15) years from the date hereof, together with interest on all unpaid balances of principal at the rate of 10% per annum, the said principal and interest shall be paid in monthly installments of \$472.84 each, the first such monthly payment to be made on the 30th day of December, 1975, and thereafter on the 30th day of each and every month thereafter until the entire indebtedness has been paid; said monthly payments shall be applied first to the said interest and then in reduction of said principal sum.

~~XX~~
~~XX~~

~~XX~~

AND also conditioned for the payment of the premium or premiums that will become due and payable to place and renew insurance on the buildings on the herein described premises against loss by fire or other hazard as may be required by the Mortgagee in amounts and in a company or companies satisfactory to said Mortgagee; and conditioned that the Mortgagor shall take out no insurance on said buildings without having attached thereto a standard mortgagee clause, making the loss, if any, payable to the Mortgagee, as its interest may appear, and shall lodge said policy or policies of insurance with the Mortgagee;

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims assessed or levied at any time, present or future, by any lawful authority, which by any present or future law or laws, shall have priority upon the premises covered hereby in lien or payment to the debt secured hereby and provision for the payment of which is not otherwise made herein, such payment shall be made by the Mortgagor within six months after such tax, assessment, or other charge or claim shall have become due, and the official receipts therefor shall be promptly produced by the Mortgagor to the Mortgagee, and conditioned for the payment of premiums of insurance as herein provided; and in default of such payment or payments by the Mortgagor, it is hereby expressly agreed that the Mortgagee may pay the same, and that any sum or sums so paid by the Mortgagee shall be added to the principal debt secured hereby, shall bear interest at the rate of 10 % per annum from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution;

AND also conditioned for the keeping and performance by the Mortgagor of each and every of the following covenants and agreements:

1. If the premises covered hereby, or any part thereof, shall be destroyed or damaged by fire or other hazard against which insurance is held, as hereinabove provided, the amounts paid by any insurance company or companies by reason of such damage, in pursuance of the contract or contracts of such fire or other hazard insurance, to the extent of the indebtedness represented hereby remaining unpaid, shall be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

2. 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.

3. The Mortgagee shall have the right to pay any taxes, assessments, and all other charges and claims which the Mortgagor has agreed to pay under the terms hereof, and to use its own funds to make the payments, and to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered hereby, and any amount or amounts so paid by the Mortgagee shall be added to the principal debt herein and in said Obligation named, shall bear interest at the rate of 10 % per annum from the date of payment, and shall be secured by this Mortgage the same as said principal debt and interest thereon,

whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and the Mortgagee, at its option, shall be entitled to be subrogated to any lien, claim or demand paid by it, or discharged with money advanced by it and secured by this Mortgage.

PROVIDED, HOWEVER, and it is thereby expressly agreed, that if default be made at any time in the payment of said ~~interest and~~ principal sum, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, at maturity, or interest for the space of thirty days after said ~~principal and~~ interest shall fall due, or any part thereof, or in any of the conditions, covenants and agreements herein, or in the said Obligation set forth, then and in every such case, the whole principal debt or sum aforesaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt or sum and all interest thereon, with an attorney's commission, as hereinafter mentioned, and costs of suit, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, may be enforced and recovered at once, anything herein or in said Obligation contained to the contrary notwithstanding.

AND PROVIDED further, however, and it is thereby expressly agreed, that if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said Obligation, or by virtue of the Warrant of Attorney contained therein, or if a Writ of Scire Facias is issued upon this Mortgage, an attorney's commission for collection, viz: five per cent 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 ~~them~~ 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: as in and by the said recited Obligation and the conditions thereof, relation being thereunto had, may more fully and at large appear.

AND PROVIDED further, and it is thereby expressly agreed that in the event of any breach by the Mortgagor of any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgagee to enter upon all and singular the land, buildings and premises granted by this Mortgage together with the hereditaments and appurtenances, and each and every part thereof, and to take possession of the same and of the fixtures and equipment therein contained, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion, the Mortgagor agreeing that ~~they~~ shall and will not assign any lease for any part of the within described premises without the written permission of the Mortgagee, and, whenever requested by the Mortgagee so to do, shall and will assign, transfer and deliver unto the Mortgagee any lease or sub-lease; and to permit the Mortgagee to collect and receive all rents, issues and profits of the said mortgaged premises and every part thereof for which this Mortgage shall be a sufficient warrant whether or not such lease or sub-lease has been assigned, and to make from time to time all alterations, renovations, repairs, and replacements thereto as may seem judicious to the Mortgagee, and after deducting the cost of all such alterations, renovations, repairs, and replacements and expenses incident to taking and retaining possession of the mortgaged property and the management and operation thereof, and keeping the same properly insured, to apply the residue of such rents, issues and profits, if any, arising as aforesaid, to the payment of all taxes, charges, claims, assessments and any other liens that may be prior in lien or payment to the debt hereby secured, and premiums for said insurance, with interest thereon, or to the interest and principal due and hereby secured with all costs and attorney's fees, in such order or priority, as the Mortgagee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding; it being expressly agreed, however, that the taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies by this Mortgage provided in case of such default; and it is further expressly understood and agreed that the remedies by this Mortgage and the accompanying recited Obligation provided for the enforcement of the payment of the principal sum hereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein contained are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefor shall occur.

NOW THIS INDENTURE WITNESSETH, That the said Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of ~~Forty-four Thousand and 00/100~~ (\$44,000.00) ~~Dollars~~

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

ALL that certain piece or parcel of land lying and being situate on the Southerly side of West Front Street, between Market and Mulberry Streets, in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

On the East by an alley; on the North by West Front Street; on the West by lot now or late of Rose Adele Coblentz; and on the South by an alley. The said lot being Thirty-three (33) Feet, more or less, on West Front Street, and Eighty (80) Feet, more or less, in depth. Having erected thereon a frame building.

BEING the same premises conveyed to the Mortgagors herein by deed of Madeline Saras and Nickolas L. Saras, her husband, et al, dated September 13, 1904

1973 and recorded in Columbia County Deed Book Volume 264 at Page 332 on October 9, 1973.

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.

AND PROVIDED ALSO, that when and 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 said ----- interest and -----

----- principal sum, together with all such amounts as shall have been advanced by the Mortgagee under the terms hereof, at maturity, or interest, or in the conditions of said recited Obligation provided for, or in the keeping and performance by the Mortgagor of any condition, covenant or agreement contained in said Obligation or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time hereinabove specified for the performance thereof, in each and every such case it shall and may be lawful for said Mortgagee to sue out forthwith a Writ or Writs of Seire Facias upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sum and all interest thereon and all sums advanced for payment of any taxes, charges, claims or insurance premiums as aforesaid, whether such moneys are advanced by the Mortgagee before or after judgment, up until the sale of the mortgaged property under writ of execution, and all other recoverable sums, together with an attorney's commission for collection, as aforesaid, and costs of suit, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Indenture is security, or to reduce the amount of the said Obligation 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 Obligation or by virtue of the Warrant of Attorney contained therein or upon this Indenture.

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

IN WITNESS WHEREOF, the said Mortgagor^s to these presents ha VE hereunto set their hands and sea^d. Dated the day and year first hereinabove written.

Signed, Sealed and Delivered
In the Presence of

Michaelis Starnetow

Robert B. Gordon (SEAL)

Florence M. Gordon (SEAL)

(SEAL)

(SEAL)

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

ss:

On this the 3rd day of December, 19 75, before me, a Notary Public, the undersigned officer, personally appeared Robert B. Gordon and Florence M. Gordon, his wife,

known to me (or satisfactorily proven) to be the persons whose name s are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires December 12, 1975.

John M. Kuchka
NOTARY PUBLIC
Berwick, Columbia County, Penna.

NO. 84

MORTGAGE

ROBERT B. GORDON and
FLORENCE M. GORDON, his wife

TO

UNITED PENN BANK

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 1.50 FEE 6.50
DEC 8 3 32 PM '75

JOHN M. KUCHKA, ESQUIRE
132 East Front Street
Berwick, Penna. 18603

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

RECORDED in the Office for Recording of Deeds in and for Columbia County, in the State of Pennsylvania, in Mortgage Book 176, Page 1051, etc.

WITNESS my hand and seal of Office this
Anno Domini, 1975 3:32 p.m.

8th day of Dec.

Lucille B. Whitmire
Recorder.

MORTGAGE

THIS MORTGAGE, made this 13th day of January, 1987,
by and between Robert B. Gordon and Florence M. Gordon
(hereinafter, whether one or more, called "Mortgagor"), and UNITED PENN BANK, of Wilkes-Barre,
Pennsylvania, (hereinafter, with its successors and assigns, called "Mortgagee").

WHEREAS, Mortgagor has duly executed and delivered to Mortgagee a written evidence of
obligation of even date herewith (hereinafter referred to as the "Note") wherein Mortgagor stands held and
firmly bound unto Mortgagee for the sum of \$2,800.00, payments of principal and interest
to be made to the Mortgagee in accordance with the terms, conditions and interest rates provided in the
Note, which is specifically referred to herein, and all extensions and renewals thereof, until the entire
indebtedness has been paid.

NOW, THEREFORE, Mortgagor, in consideration of said Note and any other obligation of
Mortgagor to Mortgagee, due or to become due, absolute or contingent, and for better securing the
payment thereof, together with interest and all other sums recoverable, does hereby grant, bargain, sell
and release unto the said Mortgagee:

ALL THAT/THOSE CERTAIN piece(s), parcel(s) or tract(s) of land situate in _____
Columbia County(s), Pennsylvania, known as
132 West Front Street, Berwick, Pa. 18603 (and)

(Address(es) of Real Estate) September 30, 1973
and being more particularly described in Deed(s) dated _____
(and) _____, from Madeline Saras, Mickolag L. Saras, James
to Mortgagor herein, said Deed(s) being recorded in the Office of the Recorder of Deeds of W. Hantzis
Columbia County(s) in Deed Book Volume(s) 264 Harriet
(and) _____, Page(s) 332 (and) _____, et seq. Hantzis, &
Anthony T. Hantzis and Arlene Hantzis.

TOGETHER, with all buildings, improvements, rights, privileges, additions, alterations, reversions,
remainders, rents, issues and profits thereof.

PROVIDED, upon nonpayment of any sum when due under the Note or other instrument secured
hereby or upon noncompliance with any covenant or condition hereof, the entire balance of principal
and interest, together with an attorney's commission of ten (10%) percent shall, at the Mortgagee's option,
become due and payable.

PROVIDED, that if the Mortgagor causes to be paid unto the Mortgagee the aforesaid principal
sum together with all interest and other sums becoming due under the aforesaid obligation and if the
Mortgagor shall keep and perform each covenant contained or referenced herein and in the Note, then this
Mortgage shall cease, determine and become void.

THIS MORTGAGE, shall be UNDER AND SUBJECT to the general provisions, covenants,
conditions and obligations contained in a Stipulation of General Mortgage Provisions which is
incorporated by reference herein and which is recorded in the Office of the Recorder of Deeds of
Columbia County, Pennsylvania, in Mortgage Book 199, Page
988, et seq.

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has set
his/her/their hand(s) and seal(s) the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Michael W. Hantzis

Robert B. Gordon (SEAL)
Robert B. Gordon

Florence M. Gordon (SEAL)
Florence M. Gordon

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Columbia) SS:

On this, the 13th day of January, 1987, before me, the
undersigned officer, personally appeared Robert B. Gordon and Florence M. Gordon,
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

932
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$3.00
JAN 21 2 23 PM '87
B6

No. _____

MORTGAGE

Robert B. Gordon
Florence M. Gordon
132 West Front Street
Berwick, Pa. 18603

TO

UNITED PENN BANK
123 West Front Street
Berwick, Pa. 18603

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

RECORDED in the Office for Recording of Deeds in and for ~~DADE~~ Columbia County, in the State of Pennsylvania, in ~~Book~~ Book 382, Page 80, etc. 2:23pm Record

WITNESS my hand and seal of Office this 21st 0880 day of January
Anno Domini, 19 87

BOOK 382 PAGE 081

Beverly J. Michael
Recorder

MODIFICATION AGREEMENT

THIS AGREEMENT made this 8th day of January, 1987, between Robert B. Gordon and Florence M. Gordon, hereinafter called "MORTGAGORS," and UNITED PENN BANK, hereinafter called "MORTGAGEE."

WITNESSETH:

THAT the parties hereto, intending hereby to legally bind themselves, their respective executors, administrators, heirs, successors and assigns, do hereby agree as follows;

1. The terms of the Bond and Mortgage executed by Mortgagor to Mortgagee dated December 3, 1975, said mortgage being recorded in Columbia County in Mortgage Book 176, Page 1051 are hereby modified as follows:
 - (a) That the monthly payments are hereby changed from \$622.84 to \$290.75.
 - (b) The original maturity dated of this loan will be extended from May 30, 1991 to December 22, 1996 to allow for the proper amortization of the remaining balance.
2. All other terms and conditions of said Bond and Mortgage shall be and remain as set forth therein.

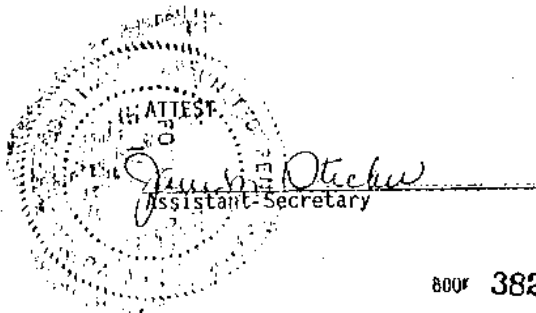
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Robert B. Gordon
Robert B. Gordon

Florence M. Gordon
Florence M. Gordon

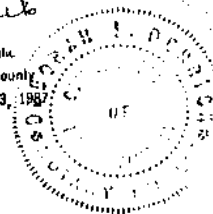
UNITED PENN BANK

BY Michael A. McFaw



Deborah L. Derrick

DEBORAH L. DERRICK, Notary Public
Mount Pleasant Township, Columbia County
My Commission Expires November 23, 1987



COMMONWEALTH OF PENNSYLVANIA, Columbia COUNTY ss:

On this, the 8th day of January, 1987 before me

Michael A. McGaw

the undersigned officer,

personally appeared Robert B. Gordon and Florence M. Gordon

known to me (or satisfactorily proven) to be the person whose name

I subscribed to the within instrument and acknowledged that

I executed the same for purposes herein contained.

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

My Commission Expires:

DEBORAH L. DERRICK, Notary Public
Mount Pleasant Township, Columbia County
My Commission Expires November 23, 1987

Notary Public

STATE OF PENNSYLVANIA)

COUNTY OF COLUMBIA)

SS:

On this, the 8th day of January, 19 87,

before me, a Notary Public, the undersigned officer, personally appeared

Michael A. McGaw

who acknowledged

himself to be the Assistant Vice President of UNITED PENN BANK,

a Corporation, and that he as such Assistant Vice President

being authorized to do so, executed the foregoing instrument in the capacity

therein stated and for the purpose therein contained by signing the name of

the said corporation by himself as Assistant Vice President

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

DEBORAH L. DERRICK, Notary Public
Mount Pleasant Township, Columbia County
My Commission Expires November 23, 1987

Notary Public

Rec in Columbia Co
Rec Bk 382 pg 148
Jan. 26, 1987 12:13pm

SHERIFF'S SALE

=====

BY VIRTUE OF WRIT OF EXECUTION NO. 19 OF 1989,
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 STATE OF PENNSYLVANIA ON

THURSDAY, MAY 18, 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 piece or parcel of land lying
and being situate on the southerly side of West
Front Street, between Market and Mulberry Streets,
in the Borough of Berwick, County of Columbia,
and State of Pennsylvania, bounded and described
as follows:

On the East by an alley; on the North by West
Front Street; on the West by lot now or late of
Rose Adele Coblentz; and on the South by an
alley. The said lot being thirty-three (33) feet,
more or less, on West Front Street, and eighty (80)
feet, more or less, in depth. Having erected thereon
a frame building.

BEING the same premises conveyed to the
Mortgagors herein by deed of Madeline Saras
and Nicholas L. Saras, her husband, et al, dated
September 13, 1973, and recorded in Columbia County
Deed Book Volume 264, at page 332, on October
9, 1973.

KNOWN AS: 132 West Front Street, Berwick,
Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL: 04.2-6-32

SEIZED AND TAKEN into execution at the suit of
United Penn Bank against Robert B. Gordon and
Florence M. Gordon. Judgment filed to 1402 of 1988.
Writ issued March 13, 1989.

NOTICE IS HEREBY GIVEN to all claimants and
parties in interest that the Sheriff will, not later
than thirty days after the sale, file a Schedule of
Distribution in his office, where the same will be
made 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 days after sale.

=====

Hourigan, Kluger, Spohrer
& Quinn, P.C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

PREMISES TO BE SOLD BY
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: April 26, 1989

To: Marlene and Dale Karchner
748 Mary Street
Mifflinville, PA 18631

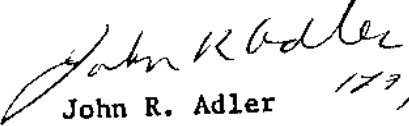
RE: United Penn Bank vs Robert B. & Florence M. Gordon
No. 19 of 1989 ED No. 1402 of 1988 JD

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,


John R. Adler
Sheriff

P 984-371-420

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

April 25, 1989

PRESS-ENTERPRISE
ATTN: Kathy McQuown
P.O. Box 745
Bloomsburg, PA 17815

REF: United Penn Bank vs. Robert and Florence Gordon

Dear Kathy:

We have received notice from United Penn Bank to discontinue the action against Robert and Florence Gordon. Please cancel the advertising for this sale. The next dates scheduled for this to be advertised is May 2 and May 9, 1989.

Thank you for your cooperation. If you have any questions on this, please call.

Sincerely,

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

Louise Frantz
Deputy Sheriff

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
RONALD V. SANTORA
JOHN D. NARDONE
JONATHAN A. SPOHRER
MARK P. MCNEALIS
CYNTHIA R. VULLO
LAWRENCE A. J. SPEGAR
FRANK G. PROCYK

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

GEORGE A. SPOHRER
RICHARD M. GOLDBERG
ANTHONY C. FALVELLO
WILLIAM F. ANZALONE
DAVID W. SABA
JOSEPH A. LACH
THOMAS B. HELBIG
BRIAN C. CORCORAN
EUGENE D. SPERAZZA
TERRENCE J. HERRON
WALTER T. GRABOWSKI
JOANN L. DRUST
JULE ANN K. GAIGE

LAW OFFICES

SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701-1867

(717) 825-9401

TELECOPIER (717) 829-3460

(717) 826-2710

April 21, 1989

FALVELLO LAW OFFICE BUILDING
CONYNGHAM-DRUMS ROAD
BOX A 103

R.D.1, SUGARLOAF, PA 18249-9737

(717) 788-4191

TELECOPIER (717) 788-4118

600 PENN SECURITY BANK BUILDING

SCRANTON, PA 18503-1817

(717) 346-8414

TELECOPIER (717) 961-5072

SUITE 102B

HOLLAND THREAD MILL

411 MAIN STREET

STROUDSBURG, PA 18360-2404

(717) 421-3776

TELECOPIER (717) 421-3821

SOVEREIGN BUILDING

609 HAMILTON MALL

ALLENTOWN, PA 18101-2111

(215) 437-1584

TELECOPIER (215) 437-2629

Mr. Jim Dent
Sheriff of Columbia County
Columbia County Courthouse
P. O. Box 380
Bloomsburg, Pa. 17815

Re: United Penn Bank vs. Robert and Florence Gordon
No. 19 of 1989

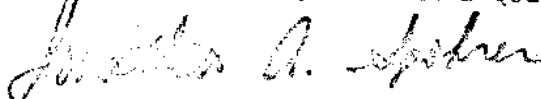
Dear Mr. Dent:

Please be advised that the United Penn Bwnk wishes to stay all execution proceedings concerning the above-referenced action.

Thank you for your time and attention and should you have any further questions, please do not hesitate to contact me.

Very truly yours,

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



Jonathan A. Spohrer

JAS/po

cc: John A. Grencavich

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,

Louise Frantz
Deputy Sheriff



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

April 11, 1989

ERNEST D. PREATE, Jr.
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: Robert B. & Florence M. Gordon

Dear Sheriff Adler:

I have now been informed by the Department of Revenue that, though our records show an open claim against Robert B. and Florence M. Gordon, it is in fact paid off and satisfaction was issued on the lien.

Very truly yours,

A handwritten signature in dark ink, appearing to read "T. Zerber, Jr.", written over a horizontal line.

Thomas C. Zerber, 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

Mr. Jonathan A. Spohrer, Attorney at Law
United Penn Bank
8 Market St.,
Wilkes-Barre, Pa. 18701

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

NO. 19 of 1989

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Friday April 14, 1989 at 6:41 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Robert B. and Florence M. Gordon
of 132 West Front Street, Berwick, Pa.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz

SO ANSWERS:

Louise Frantz
Louise Frantz
Deputy Sheriff

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this
17th day of April, 1989

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

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



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

April 4, 1989

ERNEST D. PREATE, Jr.
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: Robert B. & Florence M. Gordon

Dear Sheriff Alder:

Checking the records of the Financial Enforcement Section, Office of Attorney General, I find that we do have a claim against Robert B. & Florence M. Gordon, being listed as \$548.75, though interest to date would probably bring it up substantially higher. The case is not in my hands, but I have notified the appropriate authorities.

Very truly yours,

A stylized, handwritten signature in dark ink, consisting of several sweeping, connected strokes.

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

April 6, 1989

Press/Enterprise
Lackawanna Avenue
Bloomsburg, PA 17815

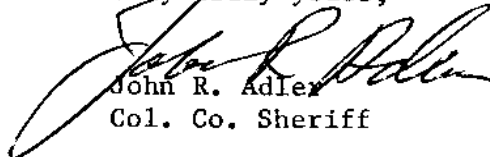
Re: Sheriff's Sale Advertising Dates

Dear Sir:

Enclosed please find a corrected list of advertising dates for the sheriff sale of UNITED PENN BANK vs. ROBERT B. & FLORENCE M. GORDON.

If you have any questions regarding the above please feel free to contact this office.

Very Truly yours,


John R. Adler
Col. Co. Sheriff

JRA/scs
Enc.

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: April 6, 1989

RE: Sheriff's Sale Advertising Dates

UNITED PENN BANK vs ROBERT B. & FLORENCE M. GORDON

No. 19 of 89 ED No. 1402 of 88 JD

Dear Sir:

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

1st week April 25

2nd week May 2

3rd week May 9

Feel free to contact me if you have any problems.

Sincerely,

A handwritten signature in cursive script, appearing to read "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

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: MARCH 28, 1989

RE: Sheriff's Sale Advertising Dates

UNITED PENN BANK vs ROBERT B. & FLORENCE M. GORDON

No. 19 of 89 ED No. 1402 of 88 JD

Dear Sir:

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

1st week MAY 2, 1989

2nd week MAY 9, 1989

3rd week MAY 16, 1989

APR 1 25
MAY 2
MAY 9

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
John R. Adler
Sheriff

enc.

Sale Mar 16
1st sale

LIEN CERTIFICATE

DATE 3/31/89

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, 1988, in Berwick Borough are as follows:

Owner or Reputed Owner: Gordon, Robert B. & Florence M.

Former Owner: Hantzis, William D. & Helen W.

Parcel No. 04.2-6-32

Description 132 W. Front St. 33X80

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987	-----	-----	1708.46	1708.46
1988	365.14	530.62	1689.58	2585.34
			TCB FEE	30.00
			TOTAL	1738.46

The above figures represent the amounts due during the month of June 19 89

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D Long
Director

5 Unit Sale
5/18/89

LIST OF LIENS

VERSUS

ROBERT B. and FLORENCE M. GORDON

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn Bank

versus

Robert B. & Florence M. Gordon

No. 1402 of Term, 1989
Real Debt ||\$ 18623.92
Interest from ||
Commission ||
Costs ||
Judgment entered March 13, 1989
Date of Lien
Nature of Lien

Marlene & Dale Karchner

versus

Robert B. & Florence M. Gordon

No. 1380 of Term, 1986
Real Debt ||\$
Interest from ||
Commission ||
Costs ||
Judgment entered April 19, 1988
Date of Lien
Nature of Lien Default Judgment

Commonwealth of Pennsylvania

Department of Revenue

versus

No. 1092 of Term, 1986
Real Debt ||\$ 1326.78
Interest from ||
Commission ||
Costs ||
Judgment entered October 6, 1986
Date of Lien
Nature of Lien Personal Income Tax

Franklin Federal Savings & Loan

versus

Robert B. & Florence M. Gordon

No. 1278 of Term, 1984
Real Debt ||\$ 25337.11
Interest from ||
Commission ||
Costs ||
Judgment entered December 20, 1984
Date of Lien
Nature of Lien Default Judgment

versus

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

SHERIFF'S SALE

=====

BY VIRTUE OF WRIT OF EXECUTION NO. 19 OF 1989,
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 STATE OF PENNSYLVANIA ON

THURSDAY, MAY 18, 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 piece or parcel of land lying
and being situate on the southerly side of West
Front Street, between Market and Mulberry Streets,
in the Borough of Berwick, County of Columbia,
and State of Pennsylvania, bounded and described
as follows:

On the East by an alley; on the North by West
Front Street; on the West by lot now or late of
Rose Adele Coblentz; and on the South by an
alley. The said lot being thirty-three (33) feet,
more or less, on West Front Street, and eighty (80)
feet, more or less, in depth. Having erected thereon
a frame building.

BEING the same premises conveyed to the
Mortgagors herein by deed of Madeline Saras
and Nicholas L. Saras, her husband, et al, dated
September 13, 1973, and recorded in Columbia County
Deed Book Volume 264, at page 332, on October
9, 1973.

KNOWN AS: 132 West Front Street, Berwick,
Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL: 04.2-6-32

SEIZED AND TAKEN into execution at the suit of
United Penn Bank against Robert B. Gordon and
Florence M. Gordon. Judgment filed to 1402 of 1988.
Writ issued March 13, 1989.

NOTICE IS HEREBY GIVEN to all claimants and
parties in interest that the Sheriff will, not later
than thirty days after the sale, file a Schedule of
Distribution in his office, where the same will be
made 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 days after sale.

=====

Hourigan, Kluger, Spohrer
& Quinn, P.C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

PREMISES TO BE SOLD BY

JOHN R. ADLER,
Sheriff

TAX NOTICE
1989 REAL ESTATE
BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CORNIE 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 GORDON, ROBERT B & FLORENCE M
 A 1100 MARKET STREET
 L BERWICK, PA 18603
 T
 O

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

FOR COLUMBIA COUNTY					
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	INCL. PENALTY
COUNTY R.E.	12840	25.00	314.58	321.00	353.10
SINKING FUND		2.00	25.17	25.68	28.25
TWP/BORO R.E.		30.00	377.50	385.20	404.46
FIRE		3.00	37.75	38.52	40.45
LIGHTS		5.00	62.92	64.20	67.41

THE DISCOUNT & THE PENALTY
 HAVE BEEN COMPUTED
 FOR YOUR CONVENIENCE

PAY THIS
AMOUNT

APR 30
 IF PAID ON
 OR BEFORE

JUN 30
 IF PAID ON
 OR BEFORE

JULY 1
 IF PAID
 AFTER

PENALTY A PROPERTY DESCRIPTION
 COUNTY 10% TWP/BORO 5%
 THIS TAX RETURNED
 TO COURT HOUSE:
 JANUARY 26, 1990

ACCT NO. 15200
 PARCEL 04-2-6-32
 132 W FRONT ST
 L-33X80
 COMMERCIAL
 4,750
 8,090
TOTAL 12,840

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

DATE 03/01/89 BILL NO. 01720

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

March 29, 1989

Mr. Jonathan A. Spohrer
United Penn Bank
8 Market St.,
Wilkes-Barre, Pa. 18701

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

No. 19 of 1989

WRIT OF EXECUTION

SERVICE ON Florence M. Gordon

ON Tuesday March 28, 1989 AT 1:05 P.M., 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
Florence M. Gordon AT 132 W. Front St.,
Berwick, Pa.

Louis Frantz and Jim Dent 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:

Frantz and Dent
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 29th DAY OF March, 1989

Tami B. Kline by: Carol Kline

TAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

PROTH. & CLK. OF SEV. COURTS

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

SHERIFF

OFFICE OF
JOHN R. ADLER



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

March 29, 1989

PHONE
717-784-1991

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

No. 19 of 1989

WRIT OF EXECUTION

SERVICE ON Robert B. Gordon

ON Tuesday March 28, 1989 AT 1:05 P.M., 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
Florence M. Gordon, wife of above, present at the AT
address and in charge
132 W. Front St., Berwick, Pa. BY DEPUTY SHERIFF
Louise Frantz and Jim Dent

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:

Dent and Frantz
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 29th DAY OF MARCH, 1989

Tami B. Kline by: Carla Hess
TAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA
PROTH. & CLK. OF SEV. COURTS

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

SHERIFF

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: MARCH 28, 1989

To: JONATHAN A. SPOHRER

UNITED PENN BANK

8 MARKET ST.

WILKES-BARRE, PA. 18701

RE: UNITED PENN. BANK VS. ROBERT B. GORDON, and
FLORENCE M. GORDON
No. 19 of 88 E.D. No. 1402 of 88 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,

John R. Adler
John R. Adler
Sheriff

ENC.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: MARCH 28, 1989

To: Connie Gingham, Tax Collector
MidTown Plaza
R120 E 3rd ST
Berwick, PA 18603

RE: United Penn Bank VS. Robert B & Florence M Gordon
No. 19 of 1989 E.D. No. 1402 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,



John R. Adler
Sheriff

ENC.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: March 28, 1988

To: Chris Klinger
Berwick Borough
344 Market St
Berwick, PA 18603

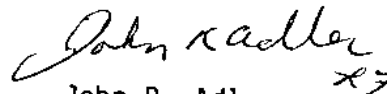
RE: United Penn Bank VS. Robert B & Florence M Gordon
No. 19 of 1989 E.D. No. 1402 of 1988 J.D.

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,


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: MARCH 28, 1989

To: UNITED PENN BANK
8-18 WEST MARKET ST.
WILKES-BARRE, PA. 18701

RE: UNITED PENN BANK VS. ROBERT B. GORDON AND
FLORENCE M. GORDON
No. 79 of 89 E.D. No. 1402 of 88 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 that reads "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: March 28, 1989
To: Franklin Federal Sav
Market St
Wilkes-Barre, PA
18701

RE: United Penn Bank VS Robert B & Florence M Gordon
No. 19 of 1989 E.D. No. 1402 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,

John R Adler
Z7

John R. Adler
Sheriff

ENC.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: March 28, 1989

To: United Penn Bank
8 West Market St
Wilkes-Barre, PA 18701

RE: United Penn Bank VS. Robert B & Florence M Gordon
No. 19 of 1989 E.D. No. 1402 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,

John R. Adler
John R. Adler
Sheriff

ENC.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: MARCH 28, 1988

To: COMMONWEALTH OF PA.

DEPT. OF REVENUE

BUR OF COMPLIANCE, DEPT. 8901

HARRISBURG, PA. 17128-0946

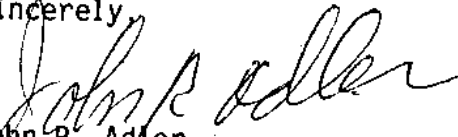
RE: UNITED PENN BANK VS. ROBERT B. GORDON AND
FLORENCE M. GORDON
No. 19 of 89 E.D. No. 1402 of 88 J.D.

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,


John R. Adler
Sheriff

ENC.

OFFICE OF
JOHN R. ADLER



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

PHONE
717-754-1991

Date: MARCH 28, 1989

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

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: UNITED PENN BANK vs ROBERT B. & FLORENCE M. GORDON

No. 19 of 89 ED

No. 1462 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
717-784-1091

Date: MARCH 28, 1988

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

Fourth & Walnut Streets

Harrisburg, PA 17120

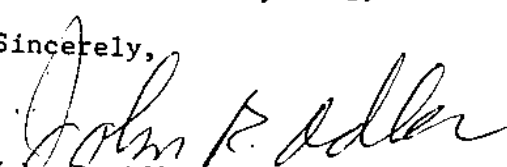
RE: UNITED PENN BANK vs ROBERT B & FLORENCE M. GORDON
No. 19 of 89 ED No. 1402 of 1988 JD

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,


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: MARCH 28, 1989

To: Small Business Administration
20 N. Penna. Avenue
Room 2327
Wilkes-Barre, PA 18701

RE: United Penn Bank vs Robert B & Florence Gordon
No. 19 of 1989 ED No. 1402 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,

John R. Adler x7

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: March 28, 1989

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

ATTN: SPECIAL PROCEDURES FUNCTION

RE: United Penn Bank vs Robert B & Florence M Gordon

No. 19 of 1989 ED

No. 1402 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,

John R. Adler ₂₇

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: MARCH 28, 1988

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

Harrisburg, PA 17105

RE: United Penn Bank vs Robert B & Florence M Gordon
No. 19 of 1989 ED No. 1402 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,

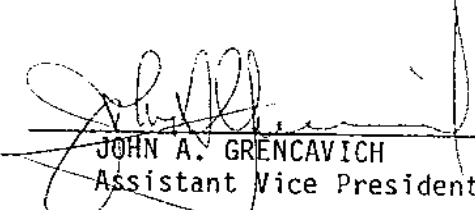
John R. Adler

John R. Adler
Sheriff

AFFIDAVIT OF NON-MILITARY
SERVICE OF DEFENDANT

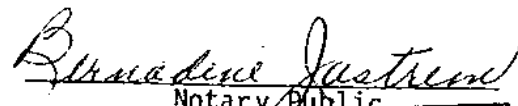
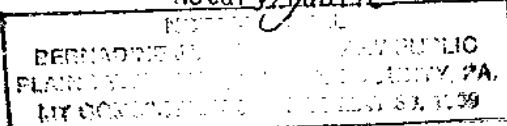
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LUZERNE : SS.

JOHN A. GRENCVICH, Assistant 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 Robert B. Gordon and Florence M. Gordon, with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that they made such investigation personally; and your affiant avers that Robert B. Gordon and Florence M. Gordon, are not now nor were 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.



JOHN A. GRENCVICH
Assistant Vice President

Sworn to and subscribed
before this 14 day
of December 1988.


Notary Public


UNITED PENN BANK ,

PLAINTIFF

No. 1402 Term 19 88

V.S.

ROBERT B. GORDON and

FLORENCE M. GORDON,

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, Esquire Attorney for Plaintiff

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.

ROBERT B. GORDON and
FLORENCE M. GORDON,

Defendants

:

:

:

:

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1402 of 1988

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 City of Berwick, as more particularly described in Exhibit "A" attached hereto.

1. Name and address of Owner:

Robert B. Gordon
Florence M. Gordon
132 West Front Street
Berwick, Penna.

2. Name and address of Defendants in the judgment.

Robert B. Gordon
Florence M. Gordon
132 West Front Street
Berwick, Penna.

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. 1402 of 1988

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

United Penn Bank
8 West Market St.
Wilkes-Barre, Pa. 18701
MB 176, Page 1051 (\$44,000.00) Dated 12/3/75
MB 382, Page 80 (\$3,800.00) Dated 1/13/87

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.

Commonwealth of Pennsylvania	(1) No. 939 - 1981
Department of Revenue	Dated: 6/25/81
Bureau of Compliance	Amount: \$415.04
Department 8901	
Harrisburg, Pa. 17128-0946	(2) No. 1092 - 1986
	Dated: 10/6/86 - \$1,326.78

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. (See attached Exhibit "B")

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: _____

3/10/89

By: _____

Jonathan A. Spohrer
Jonathan A. Spohrer

EXHIBIT "A"

ALL that certain piece or parcel of land lying and being situate on the Southerly side of West Front Street, between Market and Mulberry Streets, in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

On the East by an alley; on the North by West Front Street; on the West by lot now or late of Rose Adele Coblentz; and on the South by an alley. The said lot being Thirty-three (33) Feet, more or less, on West Front Street, and Eighty (80) Feet, more or less, in depth. Having erected thereon a frame building.

BEING the same premises conveyed to the Mortgagors herein by deed of Madeline Saras and Nickolas L. Saras, her husband, et al, dated September 13, 1973 and recorded in Columbia County Deed Book Volume 264 at Page 332 on October 9, 1973.

KNOWN AS: 132 West Front Street, Berwick, Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL NO.: 04.2-6-32

EXHIBIT "B"

6. Franklin Federal Savings &
Loan Association
Market Street
Wilkes-Barre, Pa. 18701

(1) No. 766-1983
Dated: 8/18/83
Amount: \$25,390.22

(2) No. 410 - 1984
Dated: 9/19/84
Amount: \$14,324.33

(3) No. 1278 - 1984
Dated: 12/20/84
Amount: \$25,337.11

Marlene Karchner
Dale Karchner
748 Mary Street
Mifflinville, Pa. 18631

No. 1380 - 1986
Dated: 12/5/86
\$20,000.00

Tax Claim Bureau
Columbia County Courthouse
P. O. Box 380
Bloomsburg, Pa. 17815

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

ROBERT B. GORDON and
FLORENCE M. GORDON,

Defendants

: NO. 1402 of 1988

.....NOTICE OF.....
SHERIFF'S SALE OF REAL ESTATE

TO: Robert B. Gordon and
Florence M. Gordon
132 West Front Street
Berwick, Pa. 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 May 18
1989 at ^{10.00}~~9.30~~ 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: 826-2704.

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 824-2704.

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 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 on the Southerly side of West Front Street, between Market and Mulberry Streets, in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

On the East by an alley; on the North by West Front Street; on the West by lot now or late of Rose Adele Coblentz; and on the South by an alley. The said lot being Thirty-three (33) Feet, more or less, on West Front Street, and Eighty (80) Feet, more or less, in depth. Having erected thereon a frame building.

BEING the same premises conveyed to the Mortgagors herein by deed of Madeline Saras and Nickolas L. Saras, her husband, et al, dated September 13, 1973 and recorded in Columbia County Deed Book Volume 264 at Page 332 on October 9, 1973.

KNOWN AS: 132 West Front Street, Berwick, Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL NO.: 04.2-6-32

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

CASHIER'S CHECK

1675689

Robert Gordon

DATE March 10, 1989

60-57
313

PAY TO THE
ORDER OF

Sheriff of Columbia County**

\$ 500.00**

UNITED PENN
BANK 500 dals 00 cts



United Penn Bank

WILKES-BARRE, PA.

John A. G...
AUTHORIZED SIGNATURE

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

⑈ 1675689 ⑈ ⑆ 031300575 ⑆ 100 583 2⑈

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.

ROBERT B. GORDON and
FLORENCE M. GORDON,

Defendants

:

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

:

CIVIL ACTION - LAW

:

IN MORTGAGE FORECLOSURE

:

NO. 1402 of 1988

AFFIDAVIT OF
LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :

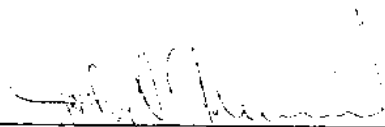
SS.

COUNTY OF LUZERNE :

JOHN A. GRENCVICH, Assistant 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 Defendants is as follows:

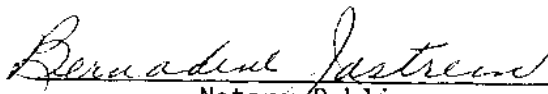
132 West Front Street
Berwick, Pennsylvania 18603

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

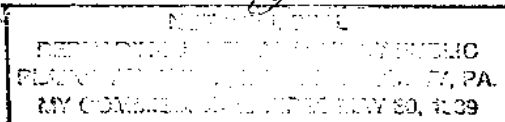


JOHN A. GRENAVICH
Assistant Vice President

Sworn to and subscribed
before me this 14 day
of December 1988.



Notary Public



SHERIFF'S SALE DESCRIPTION

By virtue of Writ of Execution No. 19 of 1989, 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 Luzerne and State of Pennsylvania, on Thursday May 18 1989, at 10 o'clock a.m. in the forenoon of 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 on the southerly side of West Front Street, between Market and Mulberry Streets, in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

On the East by an alley; on the North by West Front Street; on the West by lot now or late of Rose Adele Coblentz; and on the South by an alley. The said lot being thirty-three (33) feet, more or less, on West Front Street, and eighty (80) feet, more or less, in depth. Having erected thereon a frame building.

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KNOWN AS: 132 West Front Street, Berwick, Pennsylvania
IMPROVED: 33 x 80 commercial bar and restaurant
TAX PARCEL NO.: 04.2-6-32

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 Robert B. Gordon and Florence M. Gordon. Judgment filed to 1402 of 1988. Writ issued May 13, 1989.

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

Hourigan, Kluger, Spohrer & Quinn, P. C.
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

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.

ROBERT B. GORDON and
FLORENCE M. GORDON,

Defendants

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

: NO. 1402 of 1988

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.

ROBERT B. GORDON and

FLORENCE M. GORDON,

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

No. 1402 Term 19⁸⁸ J.D.

No. 19 Term 19⁸⁹ E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LuZerne~~ 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

\$ 16,551.12

Interest from 1/5 to 2/22/89
Atty.'s Fees (10%)

\$ 379.72
\$ 1,693.08

TOTAL

\$ 18,623.92 Plus costs

as endorsed.

Dated Mar 13, '89

(SEAL)

Jamie B. Kline

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

By: *Dorothy Long*
Deputy

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