

SHERIFF'S SALE - COSTS SHEET

CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION, CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH

NO. 12 of 1991 E.D. NO. 598 of 1990 J.D. DATE OF SALE March 21, 1991 11:00 A.M.

DOCKET & LEVY	\$ 14.00
SERVICE	119.00
MAILING	25.00
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	36.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	9.00
DISTRIBUTION	81.00
OTHER <u>COPIES</u>	

TOTAL \$ 314.00

PRESS-ENTERPRISE, INC.	\$ 217.46
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL \$ 267.46

PROTHONOTARY: LIENS LIST	\$
DEED NOTARIZATION	
OTHER	

TOTAL \$

RECORDER OF DEEDS: COPYWORK	\$ 20.00
DEED	
OTHER	

TOTAL \$ 20.00

REAL ESTATE TAXES:	
BOROUGH/TWP. & COUNTY TAXES, 19	\$
SCHOOL TAXES, DISTRICT	19
DELINQUENT TAXES, 1990, 19, 19, 19	

TOTAL \$

MUNICIPAL RENTS: BERWICK	
SEWER - MUNICIPALITY	19 \$
WATER - MUNICIPALITY	19

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 38.00

MISCELLANEOUS: <u>TAX CLAIM</u>	\$ 5.00
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TOTAL \$ 644.46

TOTAL COSTS \$

**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date 2/6/91, 1991

OWNER OR REPUTED OWNER

(Owner 7-10)
Kishbaugh, Craig S. & Veronica H.
Former owner Dietherick (Killing)

DESCRIPTION OF PROPERTY

321 E. 15th St.

PARCEL NUMBER

04, 1-2-100

IN Berwick Borough Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 1989.

Requested by: Harry A. Roudarmel, Jr.
Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE : \$5.00

FEE : \$2.00

1990 Taxes to be returned by Tax Collector
and for payoff before sale.

the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge) 12

3. Article Addressed to: United Penn Bank 18 West Market St., Wilkes-Barre, Pa. 18701	4. Article Number P 290 904 563
Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery 67	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge) 12

3. Article Addressed to: TransAmerica Financial Consumer Discount Company 32 East Broad St., Hazleton, Pa. 18201	4. Article Number P 290 904 564
Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent Catherine Casarella	
7. Date of Delivery 1-30-91	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

Put your address in the RETURN TO Space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.	
1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. 2. <input type="checkbox"/> Restricted Delivery (Extra charge) 12	
3. Article Addressed to: Mr. Chris Klinger Berwick Sewer Authority 344 Market St., Berwick, Pa. 18603	4. Article Number P 290 904 570
Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the RETURN TO Space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.	
1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. 2. <input type="checkbox"/> Restricted Delivery (Extra charge) 12	
3. Article Addressed to: Press Enterprise P.O. Box 745 Bloomsburg, Pa. 17815	4. Article Number P 290 904 577
Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery JAN 30 1991	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

● SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the RETURN TO Space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.	
1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. 2. <input type="checkbox"/> Restricted Delivery (Extra charge) 12	
3. Article Addressed to: Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut St. Harrisburg, Pa. 17120	4. Article Number P 290 904 565
Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature — Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery JAN 30 1991	

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge) 12

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

4. Article Number
P 290 904 569

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
JAN 31 1991

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

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

and check box(es) for additional service(s) requested.
1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge) 12

3. Article Addressed to:
IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures
Function

4. Article Number
P 290 904 567

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
JAN 31 1991

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

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge) 12

3. Article Addressed to:
Small Business Administration
20 N. Pennsylvania Ave,
Room 2327
Wilkes-Barre, Pa. 18701

4. Article Number
P 290 904 568

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
JAN 31 1991

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

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge) 12

3. Article Addressed to:
Mrs. Connie Ginger
Berwick Tax Collector
120 Rear E. 3rd St.,
Mid-Town Plaza
Berwick, Pa. 18603

4. Article Number
P 290 904 571

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
JAN 31 1991

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

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge) 12

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

4. Article Number
P 290 904 566

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
JAN 31 1991

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

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR CRIME
(717) 784-6309

June 3, 1991


Mr. Michael Irey, Solicitor
38 W. 3rd St.,
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#2836 in the amount of \$50.00, which represents payment for the legal work for the Sheriff's Sale No. 12 of 1991, Central Pennsylvania Savings Association Vs Craig S. Kishbaugh and Veronica M. Kulina, a/k/a Veronica M. Kishbaugh.

Thank you very much.

Sincerely,


J.H. Bent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

June 3, 1991

Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#2835 in the amount of \$217.46, which represents payment for the advertising of the Sheriff's Sale No. 12 of 1991, Central Pennsylvania Savings Association Vs Craig S. Kishbaugh and Veronica M. Kulina, a/k/a Veronica M. Kishbaugh.

Thank you very much.

Sincerely,

J.H. Dent
Deputy Sheriff

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

June 3, 1991

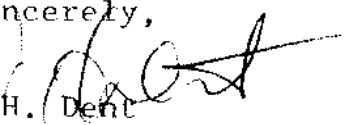
Mr. Guy W. Schlesinger, Attorney
28 North Oak Street
Mount Carmel, Pa, 17851

Dear Sir:

Enclosed is CK#2834 in the amount of \$105.54, which represents a refund from the advance cost of \$750.00 for the Sheriff's Sale No. 12 of 1991, Central Pennsylvania Savings Association Vs Craig S. Kishbaugh and Veronica M. Kulina, a/k/a Veronica M. Kishbaugh. Also enclosed is a copy of the Sheriff's Cost Sheet.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

MORRISON AND SCHLESINGER
ATTORNEYS AT LAW

FRANK STROUSS MORRISON
GUY W. SCHLESINGER

28 NORTH OAK STREET
MOUNT CARMEL, PA 17851
(717) 339-2852

FAX NO.: (717) 339-1982

545 NORTH SECOND STREET
SHAMOKIN, PA 17872
(717) 648-6861

FAX NO. (717) 648-4170

May 30, 1991

Deputy J. H. Dent
Columbia County Sheriff
Court House
P.O.Box 380
Bloomsburg, PA 17815

REPLY TO: Shamokin, PA.

PLAINTIFF: CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION
DEFENDANTS: CRAIG S. KISHBAUGH ET AL
NO: 12-1991 E.D.
JURIS: COLUMBIA COUNTY

Dear Deputy Dent:

You will recall this matter was scheduled for judicial sale on March 21, 1991 but was continued to June 13, 1991 as a result of a bankruptcy filing by one of the defendants. I have attempted to get the property out of the bankruptcy with no success and the bankruptcy court has granted an extension of time to the debtor to file his appropriate documents. Therefore I must terminate the execution. This letter will serve as your written authorization to terminate the execution and cancel the judicial sale scheduled for June 13, 1991. Please close out the file. Utilize the deposit to pay your costs. If we owe you anything additional, please let me know and we will promptly forward you a check. If there is any refund forthcoming to my client, please send it to my attention.

Again let me thank you for your outstanding efficiency and co-operation. You have been extremely co-operative and it is appreciated.

Yours very truly,



Guy W. Schlesinger

GWS:dme

cc: Thomas J. Evans, Jr., Collection Officer

#6820

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY MARCH 21, 1991

11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THAT RIGHT, TITLE AND INTEREST OF THE DEFENDANTS AND THE BELOW DESCRIBED LOT, PIECE, OR PARCEL OF LAND.

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

BEGINNING at the corner of Lot No. 70 in Duval Dickson's Second Plot of Lots sold; thence easterly a distance of forty-two (42) feet to corner of Lot No. 72; thence northerly a distance of one hundred and fifty-five (155) feet to a fifteen (15) foot alley; thence westerly a distance of forty (40) feet to corner of Lot No. 70; thence southerly a distance of one hundred fifty-four (154) feet to the place of beginning. This description is intended to cover and this Deed to convey lot No. 71 in Duval Dickson's Second Plot of Lots as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick, unmarried, by deed recorded at Record Book 335, Page 858, granted and conveyed unto Craig S. Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

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.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

SEIZED AND TAKEN into execution at the suit of the CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION against CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

Guy W. Schlessinger, Attorney

MORRISON AND SCHLESINGER
ATTORNEYS AT LAW

FRANK STROUSS MORRISON
GUY W. SCHLESINGER

28 NORTH OAK STREET
MOUNT CARMEL, PA 17851
(717) 339-2852

FAX NO.: (717) 339-1982

545 NORTH SECOND STREET
SHAMOKIN, PA 17872
(717) 648-6861

FAX NO. (717) 648-4170

February 20, 1991

REPLY TO:

Deputy J. H. Dent
Columbia County Sheriff
Courthouse, P. O. Box 380
Bloomsburg, PA 17815

PLAINTIFF: CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION
DEFENDANTS: CRAIG S. KISHBAUGH ET AL
NO.: 12-1991 E.D.
JURIS: COLUMBIA COUNTY

Dear Deputy Dent:

Thank you for providing me with the sale notice and your returns indicating you were able to serve both of the defendants by handing a copy of the notice to them personally. I realize the difficulty you encountered in tracking these people down. On behalf of both my client and myself, I wish to thank you for your diligence and dedication.

Your items of correspondence have been addressed to me at our Mount Carmel office. Would you please mark your files to send any further notices to me at: 545 North Second Street, Shamokin, PA 17872. You can reach me at 648-6861.

I look forward to seeing you on the day of the sale.

Yours very truly,



Guy W. Schlesinger

GWS:mcc
#6820

MORRISON AND SCHLESINGER
ATTORNEYS AT LAW

FRANK STROUSS MORRISON
GUY W. SCHLESINGER

28 NORTH OAK STREET
MOUNT CARMEL, PA 17851
(717) 339-2852

FAX NO.: (717) 339-1982

545 NORTH SECOND STREET
SHAMOKIN, PA 17872
(717) 648-6861

FAX NO. (717) 648-4170

February 15, 1991

Columbia County Sheriff
Columbia County Courthouse
Bloomsburg, PA 17815

REPLY TO:

Shamokin, PA.

ATTN: Deputy Dent

PLAINTIFF: CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION
DEFENDANTS: CRAIG S. KISHBAUGH ET AL
NO: 59 OF 1990
JURIS: COLUMBIA COUNTY

Dear Deputy Dent:

Enclosed herein you will find the original Affidavit Of Service prepared and signed by me with regard to notices sent to the two lienholders in the above captioned sale. Please make this affidavit a part of your file.

The last time we spoke you indicated you were having difficulty accomplishing personal service upon Mr. and Mrs. Kishbaugh. However it appeared you were going to be successful. If you have not had any success, please give me a call. Possibly my client and I can help out in some fashion. In any event, thank you for your very kind and diligent co-operation.

Yours very truly,



Guy W. Schlesinger

GWS:dme
Enclosure
#6820

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,
Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,
Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA
*
* NO. 598 OF 1990
*
* E.D. #12-91
*
*
* CIVIL ACTION - LAW

AFFIDAVIT OF MAILING IN ACCORDANCE
WITH PA.R.CIVIL P. 3129.2(c)

COMMONWEALTH OF PENNSYLVANIA:

:SS

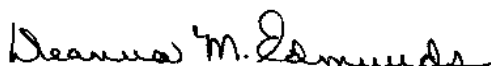
COUNTY OF NORTHUMBERLAND :

GUY W. SCHLESINGER, being duly sworn according to law, deposes and says that on February 5, 1991, he mailed by ordinary mail a copy of the Notice To Lienholders (attached hereto and made a part hereof as Exhibit "A") to each lienholder listed thereon at the address thereon listed, said address being the same address listed for the lienholder on the Rule 3129.2 Affidavit; that the plaintiff's return address was listed on the envelope; and a Form 3817, "Certificate of Mailing" for each lienholder is attached hereto and made a part hereof as Exhibit "B".



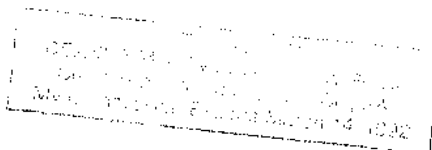
Guy W. Schlesinger

Sworn to and subscribed
before me this 15th day
of February, 1991.



Deanna M. Samuels

Notary Public



CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,
Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* E.D. #12-91

* CIVIL ACTION - LAW

NOTICE TO LIENHOLDERS
PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129.2

NOTICE IS HEREBY GIVEN to the following parties who hold one or more mortgage, judgment or tax liens or other interest, whatever it may be, against the real estate of CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH, situate at 321 East 16th Street, Berwick, Columbia County, Pennsylvania.

TO: UNITED PENN BANK
18 West Market Street
Wilkes-Barre, PA
18701

TRANSAMERICA FINANCIAL CONSUMER
DISCOUNT COMPANY
32 East Broad Street
Hazleton, PA 18201

You are hereby notified that on MARCH 21, 1991, at 11:00 o'clock, A. M., prevailing local time, by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, on the judgment of CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION v. CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH, No. 598 of 1990, the Sheriff of Columbia County, Pennsylvania, will expose at Public Sale, real estate owned by CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH known and numbered as 321 East 16th Street, Berwick, Columbia County, Pennsylvania. A copy of said real estate description is hereby attached.

EXHIBIT "A"

You are further notified that a Schedule of Proposed Distribution will be filed by the Columbia County Sheriff will be filed within thirty (30) days of the sale and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

You are further notified that the lien you hold against said real estate will be divested by the sale and that you have an opportunity to protect your interest, if any, by being notified of said Sheriff Sale.



Guy W. Schlesinger, Esquire
Attorney for Plaintiff

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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

BEGINNING at the corner of Lot No. 70 in Duval
Dickson's Second Plot of Lots sold; thence
easterly a distance of forty-two (42) feet to
corner of Lot No. 72; thence northerly a
distance of one hundred and fifty-five (155)
feet to a fifteen (15) foot alley; thence
westerly a distance of forty (40) feet to
corner of Lot No. 70; thence southerly a
distance of one hundred fifty-four (154) feet
to the place of beginning. This description is
intended to cover and this Deed to convey Lot
No. 71 in Duval Dickson's Second Plot of Lots
as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick,
unmarried, by deed recorded at Record Book 335,
Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

February 14, 1991

Mr. Guy W. Schlessinger, Attorney
28 North Oak Street
Mount Carmel, Pa. 17851

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

VS. 12 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday February 13, 1991 at 9:30 APOSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Craig S. & Veronica M. Kulina a/k/a Kishbaugh
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent.

Note: A copy of the Sheriff's Sale Bill was
posted within the Sheriff's Office
and Lobby of the Court House.

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 14th

DAY OF February 19 91

Tami B. Kline by: Carla Less

TAMI B. KLINE, PROTHONOTARY OF
COLUMBIA COUNTY

PROTH. & CLK. OF SEV. COURTS

MY COMM. EX. 1st MON. JAN. 1, 1993



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

January 31, 1991

ERNEST D. PREATE, Jr.
ATTORNEY GENERAL

Reply To:

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

Harry A. Roadarmel, Jr.
Sheriff of Columbia County
Court House
P.O. Box 380
Bloomsburg, PA 17815

In re: Craig S. Kishbaugh and Veronica M.
Kulina a/k/a Veronica M. Kishbaugh

Dear Sheriff Roadarmel:

A check of the records of the Financial Enforcement Section, Office of Attorney General, reveals no current claims in this office against Craig S. Kishbaugh, Veronica M. Kishbaugh or Veronica M. Kulina.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Zerbe", with a long horizontal flourish extending to the right.

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

TCZ/kf

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY MARCH 21, 1991

11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THAT RIGHT, TITLE AND INTEREST OF THE DEFENDANTS AND THE BELOW DESCRIBED LOT, PIECE, OR PARCEL OF LAND.

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

BEGINNING at the corner of Lot No. 70 in Duval Dickson's Second Plot of Lots sold; thence easterly a distance of forty-two (42) feet to corner of Lot No. 72; thence northerly a distance of one hundred and fifty-five (155) feet to a fifteen (15) foot alley; thence westerly a distance of forty (40) feet to corner of Lot No. 70; thence southerly a distance of one hundred fifty-four (154) feet to the place of beginning. This description is intended to cover and this Deed to convey lot No. 71 in Duval Dickson's Second Plot of Lots as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick, unmarried, by deed recorded at Record Book 335, Page 858, granted and conveyed unto Craig S. Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

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.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

SEIZED AND TAKEN into execution at the suit of the CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION against CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

Guy W. Schlessinger, Attorney

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 31, 1984. The mortgagor is CRAIG S. KISHBAUGH, single man, & VERONICA M. KULINA, single woman of Berwick & Hazleton, Penna. ("Borrower"). This Security Instrument is given to CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION, which is organized and existing under the laws of the Commonwealth of Penna., and whose address is 100 West Independence Street, Shamokin, Pennsylvania. ("Lender"). Borrower owes Lender the principal sum of TWENTY-SIX THOUSAND, ONE HUNDRED & 00/100 Dollars (U.S. \$ 26,100.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2009. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the Borough of Berwick, Columbia County, Pennsylvania:

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

BEGINNING at the corner of Lot No. 70 in Duval Dickson's Second Plot of Lots sold; thence easterly a distance of forty-two (42) feet to corner of Lot No. 72; thence northerly a distance of One hundred and fifty-five (155) feet to a fifteen (15) foot alley; thence Westerly a distance of forty (40) feet to corner of Lot No. 70; thence Southerly a distance of One hundred fifty-four (154) feet to the place of beginning. This description is intended to cover and this Deed to convey Lot No. 71 in Duval Dickson's Second Plot of Lots as marked and shown in Plot or Plan.

BEING the same premises which Ethel Dietterick, unmarried, conveyed unto Craig S. Kishbaugh, single man, and Veronica M. Kulina, single woman, Mortgagors herein, by deed intended to be recorded simultaneously herewith. Also being the same premises which Charles D. Lilley and Ethel E. Lilley, his wife, by deed dated January 25, 1947 and recorded February 17, 1947 in Deed Book 130 at page 267, granted and conveyed unto Wilbur Dietterick and Ethel Dietterick, husband and wife. The said Wilbur Dietterick died on May 6, 1953 and title vested in his wife, the said Ethel Dietterick by virtue of the law of survivorship, relative to tenants by the entireties.

which has the address of 321 E. 16th Street Berwick
[Street] [City]
Pennsylvania 18603 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

300K 335 141 892

PENNSYLVANIA—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

Form 3039 12/83
41796 BAP SYSTEMS AND FORMS
CHICAGO, IL

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 31st day of July, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION, (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 321 E. 16th Street, Berwick, Pennsylvania 18603.

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 11.2%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on Sept. 1, 1985, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

(Check one box to indicate Index.)

(1) ☐ "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☒ Average interest rate for a one-year Treasury Bill plus a margin of 300 points.

(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

(1) ☐ There is no maximum limit on changes in the interest rate at any Change Date.

*See Below

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Sworn to and Subscribed Before Me

Notary Public
My Commission Expires Aug. 19, 1984

Notary Public
My Commission Expires Aug. 19, 1984

Craig S. Kishbaugh (Seal)
Craig S. Kishbaugh
—Borrower

Veronica M. Kulina (Seal)
Veronica M. Kulina
—Borrower

(2) ☒ The maximum increase or decrease for each adjustment shall be 2% and the maximum increase or decrease for the term of the loan shall be 5%.

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.
ADJUSTABLE RATE LOAN RIDER—801—FHA/NC UNIFORM INSTRUMENT

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

24. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 2-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

David C. Dickson

Craig S. Kishbaugh

Craig S. Kishbaugh

David C. Dickson

Veronica M. Kulina

Veronica M. Kulina

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA,

County ss:

On this, the 31 day of July, 1984, before me, a Notary Public, the undersigned officer, personally appeared CRAIG S. KISHBAUGH & VERONICA M. KULINA known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My commission expires:

MY COMMISSION EXPIRES AUG. 19, 1986

Joyce Schlegel
Notary Public

I hereby certify the precise business address of the within mortgagor is: 100 W. Independence St., Shamokin, PA 17872

Return to:
GUY W. SCHLESINGER, ESQ.
100 W. Independence St.
Shamokin, PA 17872

REC'D BY RECORDER

COLUMBIA CO. PA

TAX 50 FEE

JUL 31 2 57

Reubin

Recorded in Columbia County

Record Bk 335 pg 862

July 31, 1984 2:57pm

Beverly J. Michael
Reubin M. Schmit
sep

MORTGAGE

THIS MORTGAGE, made this 29th day of February, 1988, by and between Craig S. Kishbaugh and Veronica M. Kulina (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 \$ 11,635.20, 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 Borough of Berwick, Columbia County(s), Pennsylvania, known as 321 East Sixteenth Street, Berwick, Pa. 18603 (und)

(Address(es) of Real Estate)

and being more particularly described in Deeds(s) dated July 31, 1984 (and) from Ethel Dietterick to Mortgagor herein, said Deed(s) being recorded in the Office of the Recorder of Deeds of Columbia County(s) in Deed Book Volume(s) 335 (and) Page(s) 258 (und), et seq.

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:

Leonard F. Pitarra
Leonard F. Pitarra

Craig S. Kishbaugh (SEAL)
Craig S. Kishbaugh

Leonard F. Pitarra
Leonard F. Pitarra

Veronica M. Kulina (SEAL)
Veronica M. Kulina

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Columbia) SS:

On this, the 29th day of February, 1988, before me, the undersigned officer, personally appeared Craig S. Kishbaugh & Veronica M. Kulina, 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.

BOOK 405 PAGE 090

NOTARY PUBLIC

7026 2/87

CAROLYN E. BAYNE, Notary Public
Berwick, Pa.
My Commission Expires 12/31/90

38.
 REC'D BY RECORDER
 COLUMBIA CO., PA.
 TAX \$0 FEE \$3.00
 FEB 10 12 49 PM '88
PL

No. _____

MORTGAGE

Craig S. Kishbaugh
 and
 Veronica M. Kulina
 TO

UNITED PENN BANK

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} ~~Luzerne~~ County, in the State of Pennsylvania, in ~~Book~~ ^{Volume} 405, Page 90, etc. @ 12:49 P.m.

WITNESS my hand and seal of Office this 10th day of March
 Anno Domini, 19 88

BOOK 405 PAGE 091

Bennett J. Michael
 Recorder

REAL ESTATE MORTGAGE

T. A. Title Ins. Co.
 RA 839-367
 Phone # 688-462-0346

INDENTURE, made this 15th day of May, 1989, by and between

Craig S. Kishbaugh & Veronica M. Kishbaugh A.K.A. (Mortgagor) and Transamerica
 Financial Consumer Discount Company, a Pennsylvania Corporation (Mortgagee). Veronica M. Kulina

Mortgagor, on this date has executed a Promissory Note by the terms of which Mortgagor has become indebted to Mortgagee in the sum of
 \$ 2089.70 to be paid, including charges as specified therein, within 36 months and 0 days from the date hereof in
36 monthly installments, as provided in said Promissory Note, until the entire sum due is paid in full.

This Mortgage and the lien thereof shall be security for this debt, and in order to secure prompt repayment of same in accordance with the terms and conditions of said Promissory Note, and to secure any other amounts that Mortgagee may advance to or on behalf of Mortgagor before payment in full of said indebtedness, Mortgagor hereby grants, conveys and bargains and sells to Mortgagee the following described real estate, located in the County of

Columbia, Commonwealth of Pennsylvania, to wit:

Deed Book 335 Page 858

More fully described in exhibit 'A' attached.

Together with the buildings, improvements, rights, privileges, hereditaments and appurtenances, and the rents, issues and profits thereof, to have and to hold forever; provided, however, if Mortgagor shall pay to Mortgagee the entire debt secured hereby, then the estate hereby granted shall cease, determine and become void.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. That Mortgagor has fee simple title to the mortgaged premises, and has good right, full power, and lawful authority to mortgage the same, and that said premises are free and clear from all other encumbrances of any kind, except Central PA. Savings Association and United Penn Bank and that Mortgagor shall and will forever warrant and defend title to said property unto the Mortgagee against the lawful claims of all persons;
2. To pay said Promissory Note and the installments of principal and interest thereon, when due.
3. To pay promptly when due all taxes, assessments, liens (including installments on any prior mortgage), or other charges which may be, or become, effective against said premises regardless of whether or not the same may be excepted from the covenants herein stated, together with all penalties, costs, and other expenses incurred, or which may accrue, in connection therewith;
4. To keep said premises in good repair and insured against fire and against hazards covered by the form of insurance contract generally known as "extended coverage", by policies issued by good and solvent companies approved by the Mortgagee, which policies shall provide that loss, if any, shall be payable to the Mortgagee as Mortgagee's interest may appear, and such policies shall be in such amounts, not exceeding the insurable value of said premises, as may be required by the Mortgagee;
5. That Mortgagor will not sell, convey, transfer or dispose of, or further encumber said property, without the written consent of Mortgagee being first obtained;
6. That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagee in this behalf the Mortgagee shall have an additional lien, secured by this mortgage, on said property;

15-372 (3-82)

Continued on Reverse

839 429 PAGE 001

ORIGINAL

EXHIBIT A

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

BEGINS at the corner of Lot No. 70 in Duval Dickson's Second Plot of Lots
sold; thence easterly a distance of forty-two (42) feet to corner of Lot No. 72;
thence northerly a distance of One hundred and fifty-five (155) feet to a
fifty (15) foot alley; thence westerly a distance of forty (40) feet to a
of Lot No. 70; thence southerly a distance of One hundred fifty-four (154) feet
to the place of beginning. This description is intended to cover and this Deed
to convey Lot No. 71 in Duval Dickson's Second Plot of Lots as marked and shown
in Plat or Plan.

7. That upon default in the payment of any installment on the promissory Note secured hereby or upon default in the performance of any of the agreements and covenants herein contained, Mortgagee may, at its option, declare the entire net unpaid balance immediately due and payable, and in such event Mortgagee shall have the right immediately to bring an action of mortgage foreclosure upon this Mortgage, and to proceed thereon to judgment and execution for the recovery of the full amount of the indebtedness secured hereby, including reasonable attorney's fees, court costs and actual and reasonable expenses of foreclosure and sale, as permitted by law.

8. In the event said premises are sold at a foreclosure sale, Mortgagor shall be liable, as permitted by law, for any deficiency remaining after sale of premises and application of proceeds of said sale to the indebtedness secured and to foreclosure expenses, including Mortgagee's reasonable attorney fees and legal expenses.

9. That all of the grants, covenants, terms, conditions, and agreements hereof shall be binding upon and inure to the benefit of all heirs, executors, administrators, assigns, and successors in interest of the parties hereto, and that in this Mortgage, the singular number and the plural, as well as the gender of the parties, shall be interchangeable wherever the context so requires.

Signed, sealed and delivered on the date first written above in the presence of:

Witness
Witness

Craig S. Kishbaugh
Craig S. Kishbaugh Mortgagee (SEAL)
Veronica M. Kishbaugh
Veronica M. Kishbaugh A.K.A. (SEAL)
Veronica M. Kulina

COMMONWEALTH OF PENNSYLVANIA

55.

COUNTY OF Luzerne

On this, the 15th day of May A.D. 1989, before me,
Betty A. Higgins the undersigned officer, personally appeared
Craig S. Kishbaugh and Veronica M. Kishbaugh A.K.A.
known to me (or satisfactorily proven) to be the person(s) whose name(s) are, subscribed to the within instrument and acknowledge that they
executed the same for the purpose therein contained.

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

CERTIFICATE OF RESIDENCE

I do hereby certify that the address of Mortgagee is:

Transamerica Financial Consumer Discount Co. 172 E. Broad St. Hazleton, PA 18201

Representative of Transamerica Financial Consumer Discount Company

Recorded on this 18 day of May 89
for Recording of Deeds in and for Columbia @ 8:15am A.D. 1989, in the office
Record 429 No. Page 1
Pennsylvania, in X168 Book

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

Beverly J. Michael
Recorder

Deputy Recorder

BOOK 429 PAGE 003

68 MAY 15 8 01 AM
TAX 50.00
RECEIVED BY REC'D
FILE

TAX NOTICE 1990 REAL ESTATE
BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

FOR SERWICK AREA SCHOOL DISTRICT							DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DUE	INCL. PENALTY	
SCHOOL R.E.	1790141.00		247.34		252.39		265.01	
<i>Confidential</i>								

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE

PAY THIS
AMOUNT

247.34
AUG 31
IF PAID ON
OR BEFORE

252.39
OCT 31
IF PAID ON
OR BEFORE

265.01
NOV 1
IF PAID
AFTER

*School not paid
as of
1-31-91*

THIS TAX RETURNED
TO COURT HOUSE:
JANUARY 25, 1991

CONNIE C. GINGER

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

TOTAL 1,790

PENALTY AT PROPERTY DESCRIPTION	
SCHOOL	5%
ACCT NO.	13273
PARCEL	04.1-2-160
321 E 16TH ST LOT 71	
L-42X154.5AV	80
BUILDINGS	1,770

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY _____

THIS TAX RETURNED
TO COURT HOUSE:
JANUARY 25, 1991

CONNIE C. GINGER

TAX NOTICE 1990 REAL ESTATE
BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

COLUMBIA COUNTY						DATE	BILL NO
FOR	DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	DATE	
	COUNTY R.E.	1790	25.30	43.85	44.75	03/01/90	02353
	SINKING FUND		2.00	3.51	3.58		
	TWP/BORO R.E.		30.00	52.63	53.70		
	FIRE		3.00	5.26	5.37		
	LIGHTS CONNIE C. GINGER		5.00	8.77	8.95		
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE		PAY THIS AMOUNT	114.02		116.35	124.60	
			APR 30		JUN 30	JULY 1	
			IF PAID ON OR BEFORE		IF PAID ON OR BEFORE	IF PAID AFTER	

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE

PAY THIS
AMOUNT

114.02
APR 30
IF PAID ON
OR BEFORE

116.35
JUN 30
IF PAID ON
OR BEFORE

124.60
JUL 1
IF PAID
AFTER

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

THIS TAX RETURNED
TO COURT HOUSE:
JANUARY 25, 1991

M KISHBAUGH, CRAIG S. SVERONICA
321 E 16TH STREET
BERWICK, PA 18603

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

TOTAL

1,790.90

114.02

pd

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: CRAIG S. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

VERONICA M. KULINA
a/k/a VERONICA M. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

TAKE NOTICE:

That the Sheriff's sale of Real Property (real estate)
will be held on Thursday March 21, at Sheriff's Office,
Columbia County Courthouse, Bloomsburg, Pennsylvania at
11:00 o'clock, A.M., local time.

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 on the
land. (SEE DESCRIPTION ATTACHED).

THE LOCATION of your property to be sold is: 321 East 16th Street, Berwick, Columbia County, Pennsylvania.

THE JUDGMENT under or pursuant to which your property is being sold is docketed to No. 598 of 1990.

The name of the owner or reputed owner of this property is CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH.

A SCHEDULE OF DISTRIBUTION, being a list of 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 within 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 Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania, (717) 784-1991, Ext. 210.

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. 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 Columbia 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 procedure used against you.

2. After the Sheriff's sale you may file a petition with the Court of Common Pleas of Columbia 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.



Guy W. Schlesinger, Esq.
Attorney for Plaintiff

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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

BEGINNING at the corner of Lot No. 70 in Duval
Dickson's Second Plot of Lots sold; thence
easterly a distance of forty-two (42) feet to
corner of Lot No. 72; thence northerly a
distance of one hundred and fifty-five (155)
feet to a fifteen (15) foot alley; thence
westerly a distance of forty (40) feet to
corner of Lot No. 70; thence southerly a
distance of one hundred fifty-four (154) feet
to the place of beginning. This description is
intended to cover and this Deed to convey Lot
No. 71 in Duval Dickson's Second Plot of Lots
as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick,
unmarried, by deed recorded at Record Book 335,
Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,
Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

JAN 25 11 52 AM '92
FILED TO CLERK'S OFFICE
CLERK OF COURT

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR FRONT
(717) 784-6100

February 4, 1991

Mr. Guy W. Schlessinger, Attorney
28 North Oak Street
Mount Carmel, Pa. 17851

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

NO. 12 of 1991 E.D.

WRIT OF EXECUTION - Mortgage Foreclosure

SERVICE ON Craig S. Kishbaugh

ON Friday February 1, 1991 AT 8:50 A.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 THE DESCRIPTION OF PROPERTY WAS SERVED ON

Craig S. Kishbaugh, AT Sheriff's Office, Court House,
Bloomsburg, Pa. BY DEPUTY SHERIFF J.H. 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

Craig S. Kishbaugh

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 4th

DAY OF February 19 91
Tami B. Kline

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

February 4, 1991

Mr. Guy W. Schlessinger, Attorney
28 North Oak Street
Mount Carmel, Pa. 17851

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

NO. 12 of 1991 E.D.

WRIT OF EXECUTION - Mortgage Foreclosure

SERVICE ON Veronica M. Kulina a/k/a Veronica M. Kishbaugh

ON Friday February 1, 1991 AT 3:00 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 THE DESCRIPTION OF PROPERTY WAS SERVED ON

Veronica M. Kulina a/k/a Veronica M. Kishbaugh AT 321 East 16th St., Berwick, Pa. 18603

BY DEPUTY SHERIFF J.H. 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

Veronica M. Kulina a/k/a Veronica M. Kishbaugh

SO ANSWERS:

J.H. Dent
J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 4th

DAY OF February 1991

Tami B. Kline
TAMI B. KLINE, PROTHONOTARY

OF COLUMBIA COUNTY

SHERIFF

md
5380

SHERIFF'S SALE

A.
1790

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY MARCH 21, 1991

11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THAT RIGHT, TITLE AND INTEREST OF THE DEFENDANTS AND THE BELOW DESCRIBED LOT, PIECE, OR PARCEL OF LAND.

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

BEGINNING at the corner of Lot No. 70 in Duval Dickson's Second Plot of Lots sold; thence easterly a distance of forty-two (42) feet to corner of Lot No. 72; thence northerly a distance of one hundred and fifty-five (155) feet to a fifteen (15) foot alley; thence westerly a distance of forty (40) feet to corner of Lot No. 70; thence southerly a distance of one hundred fifty-four (154) feet to the place of beginning. This description is intended to cover and this Deed to convey lot No. 71 in Duval Dickson's Second Plot of Lots as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick, unmarried, by deed recorded at Record Book 335, Page 858, granted and conveyed unto Craig S. Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

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.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

SEIZED AND TAKEN into execution at the suit of the CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION against CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

Guy W. Schlessinger, Attorney

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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

BEGINNING at the corner of Lot No. 70 in Duval
Dickson's Second Plot of Lots sold; thence
easterly a distance of forty-two (42) feet to
corner of Lot No. 72; thence northerly a
distance of one hundred and fifty-five (155)
feet to a fifteen (15) foot alley; thence
westerly a distance of forty (40) feet to
corner of Lot No. 70; thence southerly a
distance of one hundred fifty-four (154) feet
to the place of beginning. This description is
intended to cover and this Deed to convey Lot
No. 71 in Duval Dickson's Second Plot of Lots
as marked and shown in Plot or Plan.

BEING THE SAME premises which Ethel Dietterick,
unmarried, by deed recorded at Record Book 335,
Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

16. MAY 1991 11 52 AM
JAN 25 1991
RECORDED & INDEXED
COLUMBIA COUNTY, PA

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

AFFIDAVIT PURSUANT TO RULE 3129.1

ROBERT C. BURD, Senior Loan Officer of Central Pennsylvania Savings Association, plaintiff in the above action, sets forth as of the date the praecipe for writ of execution was filed the following information concerning the real property located at 321 East 16th Street, Berwick, Columbia County, Pennsylvania:

1. Name and address of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
CRAIG S. KISHBAUGH	321 East 16th Street Berwick, PA 18603
VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH	321 East 16th Street Berwick, PA 18603

2. Name and address of Defendants in the judgment:

<u>Name</u>	<u>Address</u>
CRAIG S. KISHBAUGH	321 East 16th Street Berwick, PA 18603
VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH	321 East 16th Street Berwick, PA 18603

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

Name

Address

None.

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

Name

Address

UNITED PENN BANK

18 West Market Street
Wilkes-Barre, PA 18701

TRANSAMERICA FINANCIAL
CONSUMER DISCOUNT COMPANY

32 East Broad Street
Hazleton, PA 18201

5. Name and address of every other person who has any record lien on the property:

Name

Address

None

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name

Address

None

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:


Name

Address

None

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.

Dated: January 25, 1991

A handwritten signature in dark ink, appearing to read "Robert C. Burd". The signature is fluid and cursive, with a long horizontal stroke at the end.

Robert C. Burd, Senior Loan Officer
Central Pennsylvania Savings
Association

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,
Defendants

* IN THE COURT OF COMMON PLEAS OF
* COLUMBIA COUNTY, PA.

*

*

*

* NO. 598 OF 1990

* E.D. 12-91

*

*

* CIVIL ACTION

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.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which might be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, PA 17815
(717)784-1991, Ex. 267

JAN 25 11 52 AM '91
FILED
CLERK OF COURT

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA:

:55

COUNTY OF COLUMBIA

2

To the Sheriff of Columbia County:

To satisfy the judgment, interest and costs against CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH, Defendants.

(1). you are directed to levy upon the property of the defendant(s) and to sell their interest therein; specifically the real estate described on Exhibit "A" hereto attached;

(2). you are also directed to attach the property of
the defendant(s) not levied upon in the possession of _____
_____,
as garnishee, _____

(specifically described property)
and to notify the garnishee that

- (a). an attachment has been issued;
- (b). the garnishee is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (c). if property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due	\$18,940.74
Interest from 4-17-90 to 4-30-91.....	\$ 2,171.27
Costs To Be Added.....	\$ 112.50
Attorney's Collection Fee.....	\$ 1,500.00

Sam B. Klein
Prothonotary

By:

Carla Hess
(Deputy)

January 25, 1991.

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,
Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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

BEGINNING at the corner of Lot No. 70 in Duval
Dickson's Second Plot of Lots sold; thence
easterly a distance of forty-two (42) feet to
corner of Lot No. 72; thence northerly a
distance of one hundred and fifty-five (155)
feet to a fifteen (15) foot alley; thence
westerly a distance of forty (40) feet to
corner of Lot No. 70; thence southerly a
distance of one hundred fifty-four (154) feet
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unmarried, by deed recorded at Record Book 335,
Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

EXHIBIT "A"

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND
FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

CENTRAL PENNSYLVANIA SAVINGS * IN THE COURT OF COMMON PLEAS OF
ASSOCIATION, * COUNTY, PA.
Plaintiff *
vs. *
Defendant(s) * NO.
* CIVIL ACTION

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named defendant(s), claim exemption of property from levy or attachment:

(1). From my personal property in my possession which has been levied upon,

(a). I desire that my \$300 statutory exemption be:

_____ (i) set aside in kind (specify property to be set aside in kind): _____

_____ (ii) paid in cash following the sale of the property levied upon; or

(b). I claim the following exemption (specify property and basis of exemption): _____

(2). From my property which is in the possession of a third party, I claim the following exemptions:

(a). my \$300 statutory exemption: _____ in cash;
_____ in kind (specify property): _____

(b). Social Security benefits on deposit in the amount of \$ _____;

(c). other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption.
Notice of the hearing should be given to me at _____

(Address)

(Telephone Number)

I verify that the statements made in this Claim For Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

(Defendant(s))

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF
OF _____ COUNTY:

()

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: CRAIG S. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

VERONICA M. KULINA
a/k/a VERONICA M. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

TAKE NOTICE:

That the Sheriff's sale of Real Property (real estate)
will be held on Thursday March 31, at Sheriff's Office,
Columbia County Courthouse, Bloomsburg, Pennsylvania at
11:00 o'clock, A.M., local time.

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 on the
land. (SEE DESCRIPTION ATTACHED).

THE LOCATION of your property to be sold is: 321 East 16th Street, Berwick, Columbia County, Pennsylvania.

THE JUDGMENT under or pursuant to which your property is being sold is docketed to No. 598 of 1990.

The name of the owner or reputed owner of this property is CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH.

A SCHEDULE OF DISTRIBUTION, being a list of 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 within 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 Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania, (717) 784-1991, Ext. 210.

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. 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 Columbia 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 procedure used against you.

2. After the Sheriff's sale you may file a petition with the Court of Common Pleas of Columbia 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.



Guy W. Schlesinger, Esq.
Attorney for Plaintiff

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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described as follows, to wit:

BEGINNING at the corner of Lot No. 70 in Duval
Dickson's Second Plot of Lots sold; thence
easterly a distance of forty-two (42) feet to
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Page 858, granted and conveyed unto Craig S.
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BEARING Columbia County Tax Map No. 04.1-2-160.

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: CRAIG S. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

VERONICA M. KULINA
a/k/a VERONICA M. KISHBAUGH
321 East 16th Street
Berwick, PA 18603

TAKE NOTICE:

That the Sheriff's sale of Real Property (real estate) will be held on _____, at Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania at _____ o'clock, __.M., local time.

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 on the land. (SEE DESCRIPTION ATTACHED).

THE LOCATION of your property to be sold is: 321 East 16th Street, Berwick, Columbia County, Pennsylvania.

THE JUDGMENT under or pursuant to which your property is being sold is docketed to No. 598 of 1990.

The name of the owner or reputed owner of this property is CRAIG S. KISHBAUGH and VERONICA M. KULINA, a/k/a VERONICA M. KISHBAUGH.

A SCHEDULE OF DISTRIBUTION, being a list of 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 within 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 Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania, (717) 784-1991, Ext. 210.

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Guy W. Schlesinger, Esq.
Attorney for Plaintiff

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

JUDGMENT EXECUTION

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unmarried, by deed recorded at Record Book 335,
Page 858, granted and conveyed unto Craig S.
Kishbaugh and Veronica M. Kulina.

BEARING Columbia County Tax Map No. 04.1-2-160.

MORRISON AND SCHLESINGER
ATTORNEYS AT LAW

FRANK STROUSS MORRISON
GUY W. SCHLESINGER

28 NORTH OAK STREET
MOUNT CARMEL, PA 17851
(717) 339-2852

FAX NO.: (717) 339-1982

545 NORTH SECOND STREET
SHAMOKIN, PA 17872
(717) 648-6861

FAX NO. (717) 648-4170

January 25, 1991

Columbia County Sheriff
Columbia County Courthouse
Bloomsburg, PA 17815

REPLY TO:

Shamokin, PA.

PLAINTIFF: CENTRAL PENNSYLVANIA SAVINGS ASSOCIATION
DEFENDANTS: CRAIG S. KISHBAUGH ET AL
NO: 598 OF 1990
JURIS: COLUMBIA COUNTY

Dear Folks:

On this date I have taken judgment in the above matter and requested the prothonotary to issue a writ of execution in order that certain real estate may be sold at judicial sale. I have requested the prothonotary to forward to your office copies of the property description to aid in execution.

Enclosed is a check in the amount of \$750.00 as a deposit for the execution charges. Should any additional funds be required, please advise and they will be forwarded promptly to you.

In accordance with Rule 3129.1, enclosed is an affidavit regarding names and addresses of parties interested in the execution. In accordance with Rule 3129.2, please give notice of the sale as follows:

- a. at least thirty (30) days before the sale date, post a handbill in your office and upon the property being executed upon. The handbill should include the information required by Rule 3129.2(b).
- b. at least thirty (30) days before the sale date, the enclosed notices of sale for each defendant must be served personally upon each defendant by the Sheriff in the manner prescribed by Rule 402(a). Please serve each defendant personally and do not serve any other person on behalf of either of the defendants. This is very important to the case and I would ask you to make sure each defendant is served personally. Should there be any additional cost for that service, please provide it to me and I will pay it immediately.

Columbia County Sheriff
January 25, 1991
Page -2-

With regard to persons indicated on the affidavit with a lien or an interest in the premises other than the defendants and the owners, I will accomplish service upon them in accordance with Rule 3129.2(c)(1)(C)(iii). This will be by ordinary mail at the address set forth in the affidavit with the return address of the plaintiff appearing thereon. I will obtain from the U.S. Postal Service a Form 3817, Certificate of Mailing. Also in accordance with Rule 3129.2(c)(2), I will file a return of service with your office as provided by Rule 405. I will include along with that return of service a Certificate of Mailing and the letter, if returned.

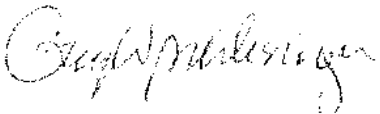
In accordance with Rule 3129.2(d), kindly provide notice by publication in accordance with the terms and conditions contained within the Rule. You will note publication must be made once a week for three (3) successive weeks in a newspaper of general circulation in the County and in the legal publication, if any, designated by Rule of Court for publication of notices. The first publication in each publication must be made not less than 21 days before the date of sale.

In addition, please mail a copy of the writ to the defendants at their last known address in accordance with Rule 3108(b). Please utilize the stamped envelopes addressed to the defendants which are herein enclosed for this mailing.

Thank you for your kind cooperation. Should you require anything further from my office, please call.

Also enclosed you will find a Waiver of Watchman Form. My understanding is this is required by your office and I have utilized a form which I use for other counties also. Please advise if it is satisfactory for your purposes.

Yours very truly,



Guy W. Schlesinger

GWS:dme
Enclosures
#6820

CENTRAL PENNSYLVANIA SAVINGS
ASSOCIATION,

Plaintiff

vs.

CRAIG S. KISHBAUGH and
VERONICA M. KULINA, a/k/a
VERONICA M. KISHBAUGH,

Defendants

* IN THE COURT OF COMMON PLEAS
* OF COLUMBIA COUNTY, PA

* NO. 598 OF 1990

* CIVIL ACTION - LAW

WAIVER OF WATCHMAN

With regard to the real estate execution filed by Plaintiff in the abovecaptioned matter, any deputy sheriff levying upon or attaching any property under the writ to the abovecaptioned matter may leave the property without a watchman and in the custody of whomever is found in possession, after notifying such person of such levy or attachment, without liability on the part of any such deputy or the sheriff to the Plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.



Attorney for Plaintiff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: January 29, 1991

Re: Sheriff's Sale Advertising Dates

Craig S. Kishbaugh and Veronica M. Kulina,
Central Pennsylvania Savings Association vs. a/k/a Veronica M. Kishbaugh

No. 12 of 1991 ED No. 598 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week February 28, 1991
2nd week March 7, 1991
3rd week March 14, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 28, 1991

To: Mrs. Connie Gingher
Berwick Tax Collector
120 Rear E. 3rd St.,
Mid-Town Plaza
Berwick, Pa. 18603

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 29, 19

To: Connie Gingham
Berwick Tax Collector
120 Rear E. 3rd St.,
Mid-Town Plaza
Berwick, Pa. 18603

Re: Central Pennsylvania Savings Association vs. Craig S. Kishbaugh and Veronica M. Kulina, a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 29, 1991

To: Office of F.A.I.R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

Re: Central Pennsylvania Savings Association vs. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: January 29, 1991

To: Small Business Administration
20 N. Pennsylvania Ave.,
Room 2327
Wilkes-Barre, Pa. 18701

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 JD

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Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 29, 1991

To: IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures
Function

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 FD No: 598 of 1990 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.

Please feel free to contact me with any questions you may have.

Note: Also enclosed is a copy of the Writ of Execution, Notice of Sheriff's Sale and a list of lien holders.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: January 29, 1991

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

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 JD

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Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 29, 1991

To: Thomas C. Zerbe Jr.
Deputy Attorney General
Collections Unit
Fourth and Walnut St.,
Harrisburg, Pa. 17120

Re: Central Pennsylvania Savings Association vs. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 JD

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Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 29, 1991

To: TransAmerica Financial
Consumer Discount Company
32 East Broad St.,
Hazleton, Pa. 18201

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 JD

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Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: January 29, 1991

To: United Penn Bank
18 West Market St.,
Wilkes-Barre, Pa. 18701

Re: Central Pennsylvania Savings Association VS. Craig S. Kishbaugh and Veronica M. Kulina
a/k/a Veronica M. Kishbaugh
No: 12 of 1991 ED No: 598 of 1990 JD

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Harry A. Roadarmel, Jr.
Sheriff of Columbia County



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PAY

TO THE ORDER OF



Columbia County Sheriff

Robert C. Bunde

⑈01206415⑈ ⑆031301969⑆

200 310 1⑈

NORTHERN CENTRAL BANK