

SHERIFF'S SALE

Distribution Sheet

LIBERTY STATE BANK VS. HORNE and SLABTOWNE MINI MARKET
 NO. 1314-1990 JD
 NO. 16 of 1991 ED
 DATE OF SALE: May 23, 1991 10:00 A.M.

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) May 23, 1991 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to LIBERTY STATE BANK for the price or sum of Two Thousand, Eight Hundred, Fifty-eight, nine cents Dollars. _____ being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$	<u>2,802.05</u>
Poundage		<u>56.04</u>
Transfer Taxes		<u> </u>
Total Needed to Purchase	\$	<u>2,858.09</u>
Amount Paid Down		<u>750.00</u>
Balance Needed to Purchase		<u>2,108.09</u>

EXPENSES:

Columbia County Sheriff - Costs.....	\$	<u>352.25</u>	
Poundage		<u>56.04</u>	\$ <u>408.29</u>
Newspaper.....			<u>347.87</u>
Printing.....			
Solicitor			<u>50.00</u>
Columbia County Prothonotary			
Columbia County Recorder of Deeds -			<u>33.50</u>
		Deed copy work	
		Realty transfer taxes	
		State stamps	
Tax Collector (Locust Township)			<u>385.40</u>
Columbia County Tax Assessment Office....Delinquent.....			<u>1,584.03</u>
State Treasurer			<u>44.00</u>
Other: Tax Claim			<u>5.00</u>

TOTAL EXPENSES: \$ 2,858.09

Total Needed to Purchase	\$ 2,858.09
Less Expenses	
Net to First Lien Holder	
Less XXX Deposit	750.00
Total to First Lien Holder	\$
Balance in 8 days	2,108.09

Sheriff's Office, Bloomsburg, Pa.

May 24, 1991

So answers

Balance in 8 days
Harry A. Roadarmel
 HARRY A. ROADARMEL

Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

TELETYPE
(717) 784-6300

June 5, 1991

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

Dear Sir:

Enclosed is CK#2856 in the amount of \$347.87, which represents payment for the advertising of the Sheriff's Sale No. 16 of 1991, Liberty State Bank Vs Horne.

If you have any questions, please contact us.

Sincerely,

J.H. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

June 5, 1991

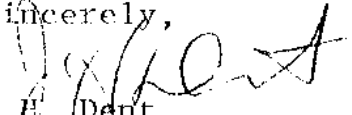
Mr. Bruce "Tim" Bitner
Tax Collector
Locust Township
RD#3 Box 161D
Catawissa, Pa. 17820

Dear Sir:

Enclosed is CK#2859 in the amount of \$385.40, which represents payment for the Tax's on the Horne property sold at Sheriff's Sale on May 23, 1991.

If you have any questions, please contact us.

Sincerely,


J. R. Dent
Deputy Sheriff

LIEN CERTIFICATE

DATE 4/1/91

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1990, in Locust Township are as follows:

Owner or Reputed Owner: Horne, Raymond C., Wayne E. & Daniel G.

Former Owner: Commonwealth Bank-Miller, Daryl & Cunthia

Parcel No. 20-04A-12-1

Description 1.15

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1990	251.85	186.55	1128.63	1567.03
			TCB FEE	17.00
			TOTAL	1584.03

The above figures represent the amounts due during the month of June 1991

Requested by: Harry Roadarmel, Jr. Sheriff

Fee: \$5.00

Sale Date
5/23/91

PD
4.5/91

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

Use 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) 16

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

4. Article Number
P 821 579 996

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
3/30/91

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

Use 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) 16

3. Article Addressed to:
Internal Revenue Service
District Office
600 Arch Street
Philadelphia, Pa. 19106

4. Article Number
P 821 579 986

Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ 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

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. 2. ☐ Restricted Delivery (Extra charge) 16

3. Article Addressed to:
Borg-Wagner Acceptance Corp.
P.O. Box 3145
2550 Kingston Road
York, Pa. 17402

4. Article Number
P 821 579 988

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
MAR 29 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. 2. ☐ Restricted Delivery (Extra charge) 16

3. Article Addressed to:
Transamerica Commercial
Finance Corp.
2550 Kingston Rd.,
York, Pa. 17402

4. Article Number
P 821 579 991

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X *[Signature]*

7. Date of Delivery
MAR 29 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

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1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge) 16

3. Article Addressed to:
Mr. Bruce "Tim" Bitner
RD#3 Box 161D
Catawissa, Pa. 17820

4. Article Number
P 821 579 998

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X *[Signature]*

6. Signature - Agent
X

7. Date of Delivery
3-29-91

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

the date of delivery. For additional fees the following services are desired, and complete items 3 and 4. For additional fees the following services are desired, and complete items 3 and 4. For additional fees the following services are desired, and complete items 3 and 4.

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

2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120

4. Article Number P 821 579 992

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee *Thomas C. Zerbe Jr.*

6. Signature - Agent *William K. Kamel*

7. Date of Delivery APR - 1 1991

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

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

the date of delivery. For additional fees the following services are desired, and complete items 3 and 4. For additional fees the following services are desired, and complete items 3 and 4. For additional fees the following services are desired, and complete items 3 and 4.

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

2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: Larry W. and Lois M. Bitler RD#1 Box 50 Danville, Pa. 17821

4. Article Number P 821 579 990

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee *Larry W. and Lois M. Bitler*

6. Signature - Agent *William K. Kamel*

7. Date of Delivery 4-1-91

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

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

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)

3. Article Addressed to: Union National Bank of Mt. Carmel 1 North Oak Street Mt. Carmel, Pa. 17851

4. Article Number P 821 579 989

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee *Thomas Bryan*

6. Signature - Agent *Thomas Bryan*

7. Date of Delivery 3/25/91

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

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

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)

3. Article Addressed to: J.J. Fuel, Inc. Box 38 Numidia, Pa. 17858

4. Article Number P 821 579 987

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee *Mark A. General*

6. Signature - Agent *Mark A. General*

7. Date of Delivery 3/29/91

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

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

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)

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

4. Article Number P 821 579 995

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee *William Dwyer*

6. Signature - Agent *William Dwyer*

7. Date of Delivery MAR 29 1991

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

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

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
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1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge) 2. ☐ Restricted Delivery (Extra charge) **16**

3. Article Addressed to: IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Procedures Function	4. Article Number P 821 579 994 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 <i>[Signature]</i>	
7. Date of Delivery 4/2/91	

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) **16**

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 821 579 997 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 <i>[Signature]</i>	
7. Date of Delivery APR 01 1991	

PS Form 3811, Apr. 1989

* U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

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

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 821 579 993 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 <i>[Signature]</i>	
7. Date of Delivery APR 01 1991	

PS Form 3811, Apr. 1989

* U.S.G.P.O. 1989-238-815

DOMESTIC RETURN RECEIPT

Liberty State Bank



4629

an Affiliate of Commonwealth Bankshares Corporation
MOUNT CARMEL, PA 17851
ELYSBURG, PA 17824

May 23 19 91 60 31

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 2108.09

THE SUM 2108 09

DOLLARS

CASHIER'S CHECK

Slabtown Property

Anthony Lushak
Asst. CASHIER

⑈004629⑈ ⑆031303103⑆ 5000⑈067⑈4⑈

SHERIFF'S SALE

Distribution Sheet

LIBERTY STATE BANK vs. HORNE and SLABTOWNE MINI MARKET
 NO. 1314-1990 JD
 NO. 16 of 1991 ED DATE OF SALE: May 23, 1991 10:00 A.M.

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) May 23, 1991 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to LIBERTY STATE BANK for the price or sum of Two Thousand, Eight Hundred, Fifty-eight, nine cents Dollars. _____ being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$	2,802.05	
Poundage		56.04	
Transfer Taxes			
Total Needed to Purchase	\$	2,858.09	
Amount Paid Down		750.00	
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EXPENSES:

Columbia County Sheriff - Costs	\$	352.25	
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Newspaper	\$	408.29	
Printing		347.87	
Solicitor		50.00	
Columbia County Prothonotary			
Columbia County Recorder of Deeds -			
Deed copy work		33.50	
Realty transfer taxes			
State stamps			
Tax Collector (Locust Township)		385.40	
Columbia County Tax Assessment Office....Delinquent.....		1,584.03	
State Treasurer		44.00	
Other: Tax Claim		5.00	

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Less XXX Deposit		750.00
Total to First Lien Holder	\$	
Balance in 8 days		2,108.09

Sheriff's Office, Bloomsburg, Pa. }

May 24, 1991

So answers

Harry A. Roadarmel Jr.
 HARRY A. ROADARME

Sheriff

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

LIBERTY STATE BANK

VS HORNE and SLABTOWNE MINI MARKET

NO. 16 of 1991

E.D.

NO. 1314 of 1990

J.D.

DATE OF SALE: May 23, 1991 10:00 A.M.

BID PRICE (INCLUDES COSTS)

\$ 2802.05

POUNDAGE 2% BID PRICE

\$ 56.04

TRANSFER TAX 2% BID PRICE

\$ —

MISC. COSTS

\$ —

TOTAL NEEDED TO PURCHASE

\$ 2858.09

PURCHASER(S) : Liberty State Bank

ADDRESS : 3rd at Maple Streets

NAME(S) ON DEED: Mount Carmel PA ^{Liberty} 173.51

PURCHASER(S) SIGNATURE(S) : William F. Chittell atty for Plaintiff

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 2858.09

LESS DEPOSIT \$ 750.00

DOWN PAYMENT \$ —

AMOUNT DUE IN

EIGHT DAYS \$ 2108.09

SHERIFF'S SALE - COSTS SHEET

LIBERTY STATE BANK

vs. HORNE and SLABTOWNE MINI MARKET

NO. 16 of 1991 E.D. NO. 1314-1990 J.D. DATE OF SALE May 23, 1991
10:00 A.M.

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

\$ 17.00
147.00
21.00
1.00
14.00
29.00
7.00
16.00
4.00
75.00

TOTAL \$ 342.00

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

\$ 342.00
00.00

TOTAL \$ 342.00

PROTHONOTARY: LIENS LIST
DEED NOTARIZATION
OTHER

\$ ~~00.00~~

TOTAL \$

RECORDER OF DEEDS: COPYWORK
DEED
OTHER

\$ 20.00
13.00

TOTAL \$ 33.00

REAL ESTATE TAXES:
BOROUGH/TWP. & COUNTY TAXES, 19____, 19____
SCHOOL TAXES, DISTRICT____, 19____, 19____
DELINQUENT TAXES, 19____, 19____, 19____, 19____

\$ 384.00
1584.00

TOTAL \$ 1,968.00

MUNICIPAL RENTS:
SEWER - MUNICIPALITY____, 19____
WATER - MUNICIPALITY____, 19____

\$

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 44.00

MISCELLANEOUS: TAXES \$ 3.00

TOTAL \$

TOTAL COSTS \$ 2,858.09

Percentage 56.04

2,858.09

LAW OFFICES

FISHER, RICE, BARLETT, ELION & WAYNE, P.C.

125 EAST THIRD STREET

WILLIAMSPORT, PENNSYLVANIA 17701

DEAN R. FISHER
CARL E. BARLETT
ROBERT B. ELION
ROBERT B. WAYNE
ANTHONY J. GRIECO, II
WILLIAM P. CARLUCCI
DAVID C. SHIPMAN
DAVID K. IRWIN

717-326-2443

WALTER R. RICE
1953 1979

May 22, 1991

TELECOPIER
(717) 326-1585

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

RE: SLABTOWN AUTO SALES

Dear Sheriff:

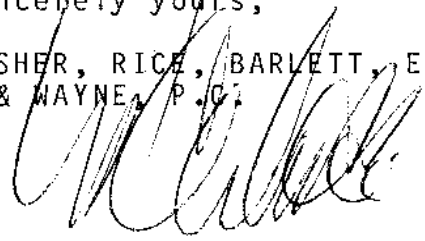
Please announce the following prior to the sale of real property of Wayne, Daniel Raymond Horne t/a Slabtown Auto Sales and Slabtown Mini Market:

1. Although the execution was made at the request of Liberty State Bank, the bank has no obligation and no intention to finance any purchase by any bidder at sale.
2. The sale notice erroneously listed inventory and fixtures. No inventory, fixtures, or equipment of any type is included in the sale of the real estate. The sale of the real estate includes only the land, and the building attached to the real estate. All fixtures, equipment, inventory and other personal property is owned by Liberty State Bank. Any bidder at sale agrees that the successful bidder will provide Liberty State Bank a period of ten days to remove the equipment, inventory and accounts receivable from the real property.

Thank you for your kindness.

Sincerely yours,

FISHER, RICE, BARLETT, ELION
& WAYNE, P.C.


William P. Carlucci

WPC/tr1

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 781-1991

24 HOUR FAX
(717) 781-6100

April 17, 1991

Mr. William P. Carlucci, Attorney
125 East Third Street
Williamsport, Pennsylvania 17701

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

VS. 16 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday April 17, 1991 POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Daniel G. Horne, Raymond C. Horne and Wayne E. Horne,
individually and trading as SLABTOWNE SALES AND MINI
MARKET AND SLABTOWNE AUTO SALES, and Daniel G. Horne and
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent

Note: Dep. Dent also posted a copy
of the Sale Bill within the
Sheriff's Office and Lobby
of the Court House.

SO ANSWERS:


J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEI, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 17th

DAY OF April 1991

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY OF
COLUMBIA COUNTY

LIEN CERTIFICATE

DATE 4/1/91

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1990, in Locust Township are as follows:

Owner or Reputed Owner: Horne, Raymond C., Wayne E. & Dnaiel G.

Former Owner: Commonwealth Bank-Miller, Daryl & Cunthia

Parcel No. 20-04A-12-1

Description 1.15

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1990	251.85	186.55	1128.63	1567.03
			TCB FEE	17.00
			TOTAL	1584.03

The above figures represent the amounts due during the month of June 19 91

Requested by: Harry Roadarmel, Jr. Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Sale Date
5/23/91

D. Long
Director

ENTERED

PA. D. S.

9:34 AM
JUL 7 1988

Tax Fee 18.00

FREDERICK E. REED, Recorder, in the year

This Indenture,

Made the 30th day of June
Nineteen hundred and Eighty-Eight (1988)

Between RAYMOND C. HORNE, WAYNE E. HORNE, DANIEL G. HORNE, as
Tenants in Partnership, WAYNE E. HORNE, DANIEL G. HORNE and ALICE
HORNE, his wife, of the Township of Ralpho, County of Northumberland,
Commonwealth of Pennsylvania,

(hereinafter called the mortgagor^s), of the first part, and
LIBERTY STATE BANK, Mount Carmel, Pa., a Banking Corporation existing
and incorporated under the Laws of the Commonwealth of Pennsylvania,

(hereinafter called the mortgagee), of the second part:
Whereas, the said mortgagor^s, in and by a certain obligation or writing obligatory under
their hand and seal^s duly executed, bearing even date herewith, stand bound unto the
said mortgagee in a certain penal sum, conditioned that the said mortgagor^s pay the just sum
of Ninety-Seven Thousand (\$97,000.00) Dollars
lawful money as aforesaid, together with interest at the rate of
twelve (12%) Percent per annum over an amortization period of Fifteen
(15) years to be paid in monthly installments of One Thousand One Hun-
dred Sixty-four Dollars and Seventeen Cents (1,164.17) to interest at
the rate of Twelve (12%) Percent per annum and the remainder to prin-
cipal until the entire amount of principal and interest shall have
been paid in full. And provided further that the Mortgagors shall
have the privilege of paying amounts on the principal sum on any inter-
est payment date, in addition to those required under the amortization
plan hereinabove set forth and said amounts shall be applied to the
indebtedness for the purpose of shortening the term thereof.

And provided further that any and all amounts advanced by the
Mortgagee for the payment of taxes and insurance and any other advan-
ces made for the protection of the mortgage security shall be treated
as a part of the principal debt and shall be collected as part thereof
upon any execution issued on this mortgage or the bond accompanying
the same.

Should Mortgagors sell, convey, transfer, dispose of said pro-
perty, or any part thereof, or any interest therein, or agree so to do
without the written consent of mortgagee being first obtained, then
mortgagee shall have the right, at its option, to declare all sums
secured hereby forthwith due and payable.

and shall also, at all times, until payment of said principal sum be made, keep the buildings erected
on the land hereinafter described insured for the benefit of the mortgagee, its successors or assigns, in
some good and reliable insurance company or companies, in such amount as may be approved by the
mortgagee, and will assign the policy or policies of insurance to the said mortgagee, its successors or
assigns, for the further security of said debt; and any insurance premiums paid by the mortgagee,
its successors or assigns, shall be deemed to be secured by these presents, and shall be collectible in like
manner as the said moneys mentioned in the said above recited obligation or writing.

And the further condition of the said obligation is such that, if at any time default shall be
made in the payment aforesaid of principal or interest, or insurance, taxes, municipal assessments,
or charges, for the space of 30 days after any payment thereof shall fall due, or if a breach
of any other of the foregoing conditions be made by the said mortgagor^s their heirs, executors,
administrators, or assigns, then in such case the said principal sum shall at the option of the said
mortgagee, its successors, or assigns, become due, and payment of the same, with the interest and
costs of insurance due thereon as aforesaid, together with an attorney's commission of ten per
cent. on the said principal sum, besides costs of suit, may be enforced and recovered at once, any-
thing therein contained to the contrary notwithstanding.

BOOK 412 PAGE 186

Now this Indenture Witnesseth that the said mortgagor^s, as well for and
in consideration of the said principal debt or sum of Ninety-Seven Thousand (\$97,000.00)

Dollars, and for better securing the payment of the same, with interest and insurance as afore-

REC. 7206156

ADDENDUM TO MORTGAGE
HORNE TO LIBERTY STATE BANK

along Lot No. 12, South 20 degrees 48 minutes 15 seconds West 100.31 feet to an iron pipe corner set, located on the northern edge of a 60 foot right of way, referenced Horne Drive; thence, along the northern edge of said Horne Drive, North 73 degrees 42 minutes 47 seconds West 170.86 feet to the place of BEGINNING.

CONTAINING, within bounds, 16,273.85 square feet of land, inclusive of Southview Drive right of way, and containing 15,000.017 square feet of land, exclusive of said roadway right of way, and supporting one structure.

As surveyed by Alfred K. Bucconear, Registered Surveyor, Star Route Seelyville, Honesdale, Pennsylvania, in March of 1978. All bearings are on a Magnetic Meridian of 1977.

Being the same premises which Doyle V. Horne and Judith A. Horne, his wife, by their deed dated October 27, 1978 and recorded in the Office of the Recorder of Deeds of Northumberland County, Pennsylvania, in Deed Book 557 Page 975, granted and conveyed unto Daniel G. Horne and Alice Horne, his wife, two of said Mortgagors herein.

BOOK 412 PAGE 188

REC. 720P158

Together with all and singular the buildings, improvements, streets, roads, alleys, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof.

To have and to hold the said real estate hereinbefore described, hereditaments and premises hereby granted and conveyed, with the appurtenances, unto the said mortgagee, its successors and assigns, to the only proper use and behoof of said mortgagee, its successors and assigns forever.

Provided that if said mortgagor s, their heirs, executors, administrators or assigns, shall pay to said mortgagee, its successors and assigns, the principal sum of Ninety-Seven Thousand (\$97,000.00) dollars, together with interest as aforesaid, and shall pay, perform and discharge all covenants and agreements as set forth in the condition of said obligation, the present indenture and the estate hereby granted and the said recited obligation shall immediately become void and of no effect.

But Provided further, also, that if at any time default shall be made in the payment aforesaid of principal or interest, or insurance, taxes, municipal assessments or charges, for the space of 30 days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagor s their heirs, executors, administrators, or assigns, then in such case the said principal sum shall, at the option of said Mortgagee, its successors or assigns, become due and payable, and an action of mortgage foreclosure may be properly commenced upon this Indenture of Mortgage and prosecuted to judgment and execution and sale for the collection of the whole amount of the said principal debt and interest thereon remaining unpaid, together with all premiums of insurance paid by the Mortgagee, all taxes and municipal assessments or charges paid by the Mortgagee, and all fees, costs, and expenses of such proceedings, including attorney's commission of 10 per cent.

In Witness Whereof, said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Rita M. Pizze

Rita M. Pizze

Raymond C. Horne (SEAL)
Raymond C. Horne - Partner
Wayne E. Horne (SEAL)
Wayne E. Horne - Partner
Daniel G. Horne (SEAL)
Daniel G. Horne - Partner
Wayne E. Horne (SEAL)
Wayne E. Horne - Partner
Daniel G. Horne (SEAL)
Daniel G. Horne - Partner
Alice Horne (SEAL)
Alice Horne - Partner

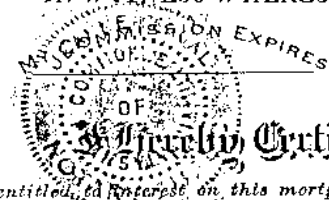
Commonwealth of Pennsylvania

County of NORTHUMBERLAND

On this, the 30th day of June 1988, before me a Notary Public the undersigned officer, personally appeared Raymond C. Horne, Wayne E. Horne, Daniel G. Horne and Alice Horne, his wife,

known to me (or satisfactorily proven) to be the person whose name s subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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



Jeanne Bergel
JEANNE BERGEL, Notary Public
Mount Carmel, Northumberland Co., Pa.
My Commission Expires July 23, 1990

that the precise address of the mortgagee
50 W. Third Street, Mount Carmel, Pa.

BOOK 412 PAGE 190

REC. 720P160

ATTORNEY FOR MORTGAGEE

1345 32-082

Commonwealth of Pennsylvania

9:56 am

ss.

County of Columbia

Recorded on this 22nd day of February, A.D. 1990, in the Recorder's Office of said County, in Book 446, Vol. 142.

Given under my hand and the seal of the said Office, this 22nd day of February, 1990.

Recorder

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 27th, 1987. The mortgagor is Raymond C. Horne, Wayne E. Horne and Daniel G. Horne ("Borrower"). This Security Instrument is given to Borg Warner Acceptance Corporation, which is organized and existing under the laws of Pennsylvania, and whose address is P.O. Box 3145, 2550 Kingston Road, York, PA 17402 ("Lender"). Borrower owes Lender the principal sum of Thirty thousand Dollars (U.S. \$30,000.00). 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 DEMAND. 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 COLUMBIA County, Pennsylvania:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feece, and in the Northerly line of land now or formerly of Peter Broda, et. ux., and thence running along the Northerly line of land now or formerly of said Broda, North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right-of-way of L.R. 19009;

THENCE running along the center line of the right-of-way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right-of-way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.;

THENCE running along the Southerly line of land of said Roaring Creek Mill, Inc., South 66 degrees 02 minutes East, 183.4 feet to an iron rod corner set in the Westerly line of other lands;

which has the address of R.D. #1, Slabtown, Catawissa, [City]
[State]
Pennsylvania 17820 ("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.

*cont'd next page.

PENNSYLVANIA—Single Family—FNMA/FIR MC UNIFORM INSTRUMENT

BANCONSUMER FORM M-3039 12/83

BOOK 446 PAGE 142

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.

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.

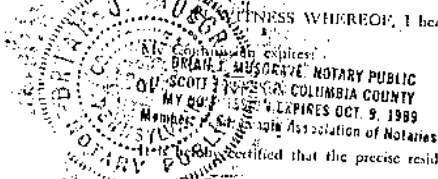
Witnesses: Kirsten S. Kircht Raymond C. Horne (SEAL)
Kirsten S. Kircht Wayne E. Horne (SEAL)
Kirsten S. Kircht Daniel G. Horne (SEAL)

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 22nd day of April, 1987, before me, a Notary Public, the undersigned officer, personally appeared Raymond C. Horne, Wayne E. Horne and Daniel G. Horne, known to me for satisfactorily (proven) to be the person(s) whose name(s) 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.



Brian J. Musgrave

Title of Officer

Finance Corp.) O. Box 3145, 2550 Kingston Road, York, PA 17402

J. E. MacDonald
Attorney for Grantor

MORTGAGE

THIS MORTGAGE, dated June 29, 1990, is between you, RAYMOND C. HORNE, WAYNE E. HORNE, and DANIEL HORNE a/k/a DANIEL G. HORNE residing at R. D. #1, Slabtown, Catawissa, Pennsylvania

THE UNION NATIONAL BANK OF MOUNT CARMEL

, the "Mortgagee."

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at:

R. D. #1
Slabtown, Catawissa Columbia
Township/City/Municipality/Borough County Pennsylvania, Block No. Lot No. (the "Premises").

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the County Office for the Recording of Deeds, in Deed Book on Page(s) Tax Parcel Number (or other Uniform Parcel Identifier, if any) or, if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises.
LOAN: The Mortgage will secure our loan to Raymond C. Horne, Wayne E. Horne, and Daniel Horne a/k/a Daniel G. Horne

(whether one or more persons called the "Borrower"), in the principal amount of \$21,615.00, plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated June 29, 1990. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.
OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.
TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.
MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.
INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.
SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.
YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

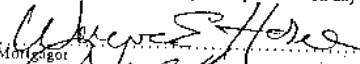
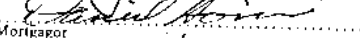
NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

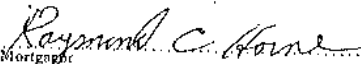
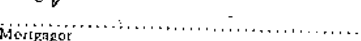
DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.


Mortgagor (SEAL)

Mortgagor (SEAL)


Mortgagor (SEAL)

Mortgagor (SEAL)

DESCRIPTION OF PREMISES
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

(See Attached)

Rec. in Columbia Co.
Rec. bk 455 pg 111
July 19, 1990 1:45pm

Bennett J. Michael
Recorder of Deeds

REC'D
COLLECTOR
PA.
TAX 150 1200
JUL 19 1 45 PM '90
Mickelson

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF NORTHUMBERLAND

BE IT REMEMBERED, that on this 29th day of June, 1990, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Raymond C. Horne, Wayne E. Horne, and Daniel Horne, a/k/a Daniel G. Horne, who I am satisfied are the person(s) named in and who executed the within Mortgage, and thereupon before me they acknowledged that they signed, sealed and delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage.

Mary C. Smith
Notary Public

I certify that the within named MORTGAGEE, THE UNION NATIONAL BANK OF MOUNT CARMEL, Northumberland County, resides at One North Oak Street, Mount Carmel, Northumberland County, PA 17851.

Signature *[Signature]*
Agent on behalf of Mortgagee

FRANK STROUSS MORRISON, ESQ.
Morrison & Schlesinger
28 North Oak Street
Mount Carmel, PA 17851

Recorder - Please return to:

Mortgagee

THE UNION NATIONAL BANK OF
MOUNT CARMEL

TO

Insert Name(s) of Mortgagee(s)

RAYMOND C. HORNE,
WAYNE E. HORNE, and
DANIEL HORNE a/k/a DANIEL G.
HORNE

MORTGAGE
FROM

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE

THIS MORTGAGE made this 28th day of August 1990 between Raymond C. Horne, Wayne E. Horne, and Daniel G. Horne, as tenants in partnership, and T/A Slabtown Auto Sales (hereinafter whether one or more called "Mortgagor") and Liberty State Bank, a State Banking Association (hereinafter called "Mortgagee")

In consideration for and to secure payment by Mortgagor of a loan evidenced by a promissory note (and any interest due thereon) of even date in the face amount of \$50,000.00 (and/or any renewal, refinancing, extension thereof and any other promissory note or other agreement which may be substituted therefor, any or all of which are hereinafter called "Note") and performance by the Mortgagor of all conditions, covenants and obligations contained herein and in the Note, the Mortgagor does by these presents grant, bargain, sell, convey and mortgage to the Mortgagee, ALL the following described real estate situate in the County of Columbia, Township of Locust, known and designated as R.D. #1, Commonwealth of Pennsylvania (hereinafter called "Premises")

Columbia, Pennsylvania, conveyed to the Mortgagor by Deed dated April 2, 1987

duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 385
Page 939, as the Premises are therein described and more particularly described as follows:
R.D. #1, Catawissa, Columbia County, Pennsylvania

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging or appertaining.

TO HAVE AND TO HOLD the Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, covenants and obligations:

- Mortgagor will make all payments on the due date in the Note, including payments due by acceleration or maturity, and perform all other conditions, covenants and obligations as required or provided herein and in the Note; and
- Mortgagor covenants and warrants that Mortgagor has fee simple title to the Premises and the right to mortgage the Premises; and
- Mortgagor will pay when due all taxes and assessments levied or assessed against the Premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request, and shall pay when due all amounts secured by any prior lien on the Premises; and
- Mortgagor will keep the Premises insured as may be required by the Mortgagee and the policies and renewals evidencing such insurance shall have attached thereto a loss payable clause(s) in form acceptable to the Mortgagee; and
- Mortgagor will neither commit nor suffer any strip, waste, impairment, or deterioration of the Premises and will maintain the same in good order and repair; and
- In the event that Mortgagor defaults in the making of any payment due and payable under the Note, or in the keeping and performance of any of the conditions, covenants and obligations contained herein and in the Note, Mortgagee may (i) forthwith bring an action of mortgage foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on the Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on Note, costs of suit, and costs of sale, and (ii) enter into possession of Premises, with or without legal action; lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, and other necessary maintenance and operation costs (including agents' fees and attorneys' fees) or on account of Mortgagor's obligation on the Note, in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect and Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee; and
- Mortgagor hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Premises at a sale thereof in any judicial proceedings upon the Note or upon this Mortgage, or exempting the Premises or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT ALWAYS PROVIDED, nevertheless, that if Mortgagor pays or causes this Mortgage and the debt hereby secured to be paid in full in the manner provided in the Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of the Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF the Mortgagor has hereunto set, hand and seal the day and year first above written. Signed, sealed and delivered in the presence of:

Witness *[Signature]*
Witness *[Signature]*

Raymond C. Horne (SEAL)
Wayne E. Horne (SEAL)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia

SS

On this 28th day of August, 1990, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared, Raymond C. Horne, Wayne E. Horne, and Daniel G. Horne, as tenants in partnership, and T/A Slabtown Auto Sales, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the above Mortgage and acknowledged execution of the same for the purposes therein contained and desired that it be recorded as such.

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

Debra K. Owens
Notary Public

I certify that the precise residence of the within-named MORTGAGEE is 50 West Third Street, Mt. Carmel, Northumberland County, Pennsylvania.

Signature *[Signature]*
Agent on behalf of Mortgagee

Notarial Seal
Debra K. Owens, Notary Public
Mt. Carmel Boro, Northumberland County
My Commission Expires Feb. 1, 1993
Member, Pennsylvania Association of Notaries

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 16 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MAY 23, 1991

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOTS, PIECES, OR PARCELS OF LAND:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, and in the northerly line of land now or formerly of Peter Broda, et ux, and thence running along the Northerly line of land now or formerly of said Broda North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right of way of L.R.19009; THENCE running along the center line of the right of way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right of way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.; THENCE running along the Southerly line of land of said Roaring Creek Mill, Inc., South 66 degrees 02 minutes East, 183.4 feet to an iron rod corner set in the westerly line of other lands now or formerly of Howard C. and Geneva M. Feese; THENCE running along the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, South 6 degrees 41 minutes East, 167.9 feet to an iron rod corner, the place of BEGINNING.

CONTAINING 1.15 acres of land according to a survey and draft made by Construction Engineering Inc., on March 28, 1974, and upon which is erected a block and frame store building.

EXCEPTING AND RESERVING, NEVERTHELESS, a right of way reserved by Howard C. Feese and Geneva M. Feese, as more fully described by reference to Deed between said Howard C. Feese, et ux, and Dale E. Feese, et ux, dated August 27, 1974, and recorded in Columbia County Deed Book 268, page 900.

BEING the same premises which Commonwealth Bank and Trust Company, N.A. by their deed dated the 30th day of March, 1987 and recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania in Deed Book 346 Page 153 granted and conveyed unto Raymond C. Horne, Wayne E. Horne and Daniel G. Horne, as tenants in partnership.

TOGETHER with the Equipment Inventory in or about the above premises as listed on Schedule "A" attached to this Mortgage and made a part hereof.

FOR IDENTIFICATION PURPOSES ONLY, the above described premises is known as Tax Parcel number 20-04A-12-1 in the Office of the Columbia County Tax Assessor and is also known as RD#1, Catawissa, Pennsylvania. Erected upon the above described parcel of land is a one story cement block store and a one story frame building used as offices with no basement.

SEIZED, TAKEN IN EXECUTION and to be sold as the property of Raymond C. Horne, Wayne E. Horne and Daniel G. Horne by virtue of judgement entered to Columbia County Court of Common Pleas No. 1314-90 on January 8, 1991.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SHERIFF'S SALE PAGE 2 OF 2

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.

HARRY A ROADARMEL, Jr.
Sheriff of Columbia County

William P. Carlucci
Attorney for Plaintiff



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

April 2, 1991

ERNEST D. PREATE, Jr.
ATTORNEY GENERAL

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

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

In re: Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne

Dear Sheriff Roadarmel:

I find no claims against Daniel J. Horne, Raymond C. Horne, or Wayne E. Horne in the records of this office. There is an Alice Horne listed, but this is in Jefferson County. I doubt that it is the same Alice Horne.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas C. Zarbe, Jr.", written over a horizontal line.

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

TCZ/kf

HARRY A. ROADARMU, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
HIGGINSBURG, PA 17035

PHONE
(717) 284-1991

TELETYPE
(717) 284-6100

April 1, 1991

Mr. William P. Carlucci
125 East Third St.,
Williamsport, Pa. 17701

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

No. 16 of 1991 E.D.

WRIT OF EXECUTION -Mortgage Foreclosure

SERVICE ON Joseph & Genevieve Yacko, OCCUPANTS

ON Monday April 1, 1991 AT 10:15 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
Joseph & Genevieve Yacko, AT Slabtowne Mini Market
RD#1, Catawissa, 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

Genevieve Yacko

SO ANSWERS:

J.H. Dent
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st
DAY OF April 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 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

TELETYPE
(717) 784-6000

April 1, 1991

Mr. William P. Carlucci
125 East Third Street
Williamsport, Pennsylvania 17701

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

No. 16 of 1991 E.D.

WRIT OF EXECUTION
MORTGAGE FORECLOSURE

SERVICE ON Daniel G. Horne

ON Sat. March 30, 1991 AT 12:50 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

Daniel G. Horne, At Buckhorn Truck Stop, Bloomsburg.

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

Daniel G. Horne

50 ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st

DAY OF April 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 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

TELETYPE
(717) 784-6399

April 1, 1991

Mr. William P. Carlucci
125 East Third Street
Williamsport, Pennsylvania 17701

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

NO. 16 of 1991 E.D.

WRIT OF EXECUTION
Mortgage Foreclosure

SERVICE ON Alice Horne

ON Thursday March 28, 1991 AT 1:15 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

Alice Horne, AT Sheriff's Office, 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

Alice Horne

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st

DAY OF April 1991

Tam B. Kline

TAM B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 284-1200

TELEPHONE
(717) 284-6100

April 1, 1991

Mr. William P. Carlucci
125 East Third Street
Williamsport, Pennsylvania 17701

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

DO. 16 of 1991 E.D.

WRIT OF EXECUTION
MORTGAGE FORECLOSURE

SERVICE ON Raymond G. Horne

ON Thursday March 28, 1991 AT 12:45 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

Raymond G. Horne, At Sheriff's Office, 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

Raymond G. Horne

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st

DAY OF April 1991

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR OFFICE
(717) 784-6100

April 1, 1991

Mr. William P. Carlucci
125 East Third Street
Williamsport, Pennsylvania 17701

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

NO. 16 of 1991 E.D.

WRIT OF EXECUTION
MORTGAGE FORECLOSURE

SERVICE ON Wayne E. Horne

ON Thursday March 28, 1991 AT 12:45 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

Wayne E. Horne, AT Sheriff's Office, 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

Wayne E. Horne

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st

DAY OF April 1991

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

LIBERTY STATE BANK,	:	
Plaintiff	:	CIVIL ACTION - LAW
	:	
vs.	:	
	:	
DANIEL G. HORNE, RAYMOND C.	:	No. 1314-90
HORNE and WAYNE E. HORNE	:	
individually and trading as	:	
SLABTOWNE SALES AND MINI	:	
MARKET and SLABTOWNE AUTO SALES,	:	MORTGAGE FORECLOSURE
and DANIEL G. HORNE and ALICE	:	
HORNE, individually,	:	
Defendant	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

WILLIAM P. CARLUCCI, ESQ. of Fisher, Rice, Barlett, Elion & Wayne, P.C., attorneys for Plaintiff in the above action, sets forth, as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located in the Township of Locust, County of Columbia, and Commonwealth of Pennsylvania more fully described on Exhibit "A" attached hereto:

1. Name and address of Owners or Reputed Owners:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Wayne E. Horne	Slabtowne Auto Sales
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Slabtowne Sales, Service	Daniel G. Horne and
and Mini Mart	Alice Horne
R.D. #1	1 Horne Drive
Catawissa	Elysburg, PA 17824

2. Name and address of Defendants in the judgment:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820

Wayne E. Horne
R.D. #1
Catawissa, PA 17820

Slabtowne Auto Sales
R.D. #1
Catawissa, PA 17820

Slabtowne Sales, Service
and Mini Mart
R.D. #1
Catawissa

Daniel G. Horne and
Alice Horne
1 Horne Drive
Elysburg, PA 17824

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

Internal Revenue Service
District Office
600 Arch Street
Philadelphia, PA 19106

J.J. Fuel, Inc.
Box 38
Numidia, PA

Liberty State Bank
Third at Maple Streets
Mt. Carmel, PA 17851

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

Liberty State Bank
Third at Maple Streets
Mt. Carmel, PA 17851

Borg-Wagner Acceptance Corp.
P.O. Box 3145
2550 Kingston Road
York, PA 17402

Union National Bank of Mt. Carmel
1 North Oak Street
Mt. Carmel, PA 17851

5. 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 this sale:

Larry W. and Lois M. Bitler
R.D. #1, Box 50
Danville, PA 17821

Borg-Wagner Acceptance Corp.

now known as Transamerica Commercial Finance Corp.

2550 Kingston Road
York, PA 17402

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: 3/11/91

BY: 

FISHER, RICE, BARLETT, ELION
& WAYNE, P.C.

William P. Carlucci, Esquire
Attorneys for Plaintiff
I.D. #30477

EXHIBIT "A"

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, and in the northerly line of land now or formerly of Peter Broda, et ux, and thence running along the Northerly line of land now or formerly of said Broda North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right of way of L.R. 19009; THENCE running along the center line of the right of way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right of way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.; THENCE running along the Southerly line of land of said Roaring Creeek Mill, Inc., South 66 degrees 02 mintues East, 183.4 feet to an iron rod corner set in the westerly line of other lands now or formerly of Howard C. and Geneva M. Feese; THENCE running along the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, South 6 degrees 41 minutes East, 167.9 feet to an iron rod corner, the place of BEGINNING.

CONTAINING 1.15 acres of land according to a survey and draft made by Construction Engineering Inc., on March 28, 1974, and upon which is erected a block and frame store building.

EXCEPTING AND RESERVING, NEVERTHELESS, a right of way reserved by Howard C. Feese and Geneva M. Feese, as more fully described by reference to Deed between said Howard C. Feese, et ux, and Dale E. Feese, et ux, dated August 27, 1974, and recorded in Columbia County Deed Book 268, page 900.

BEING the same premises which Commonwealth Bank and Trust Company, N.A. by their deed dated the 30th day of March, 1987 and recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania in Deed Book 346 Page 153 granted and conveyed unto Raymond C. Horne, Wayne E. Horne and Daniel G. Horne, as tenants in partnership.

TOGETHER with the Equipment Inventory in or about the above premises as listed on Schedule "A" attached to this Mortgage and made a part hereof.

FOR IDENTIFICATION PURPOSES ONLY, the above described premises is known as Tax Parcel number 20-04A-12-1 in the Office of the Columbia County Tax Assessor and is also known as R.D. #1, Catawissa, Pennsylvania. Erected upon the above described parcel of land is a one story cement block store and a one story frame building used as offices with no basement.

SEIZED, TAKEN IN EXECUTION and to be sold as the property of Raymond C. Horne, Wayne E. Horne and Daniel G. Horne by virtue of judgment entered to Columbia County Court of Common Pleas No. 1314-90 on January 8, 1991.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

LIBERTY STATE BANK,	:	
Plaintiff	:	CIVIL ACTION - LAW
	:	
vs.	:	
	:	
DANIEL G. HORNE, RAYMOND C.	:	No. 1314-90
HORNE and WAYNE E. HORNE	:	
individually and trading as	:	
SLABTOWNE SALES AND MINI	:	
MARKET and SLABTOWNE AUTO SALES,	:	MORTGAGE FORECLOSURE
and DANIEL G. HORNE and ALICE	:	
HORNE, individually,	:	
Defendant	:	


AFFIDAVIT AS TO NAMES AND ADDRESSES
AND AS TO NON-MILITARY SERVICE

State of Pennsylvania : County of :

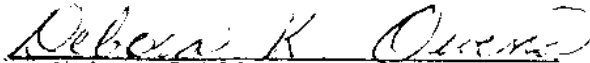
Steven Barth, being duly sworn according according to law, deposes and says he is the authorized agent of Liberty State Bank, the plaintiff in No. 1314-90 and that to the best of his knowledge, information, and belief, the true and correct names of the Defendants in the aforesaid action are Daniel G. Horne, Alice Horne Raymond C. Horne, Wayne E. Horne t/a Slabtown Sales, Service and Mini Market and Slabtown Auto Sales and that upon investigation by the Plaintiff the last known address of the Defendants is as follows:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Wayne E. Horne	Slabtowne Auto Sales
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Slabtowne Sales, Service	Daniel G. Horne and
and Mini Mart	Alice Horne
R.D. #1	1 Horne Drive
Catawissa, PA 17820	Elysburg, PA 17824

AND FURTHER, Steven Barth deposes and says that to the best of his knowledge, information, and belief, after a good faith investigation, the Defendants are not presently in the military service of the United States, nor were they at any time since the filing of the Complaint in this case in said military service and that therefore the provisions of the Soldier's and Sailor's Civil Relief Act of 1940, 50 U.S.C.A. App. §520, are inapplicable.


Steven Barth

Sworn to and subscribed before me
this 18th day of March, 1991


Notary Public

Notarial Seal
Debora K. Owens, Notary Public
Mt. Carmel Boro, Northumberland County
My Commission Expires Feb. 1, 1993
Member, Pennsylvania Association of Notaries

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: April 1, 1991

To: IRS
Philadelphia, Pa. 19106
Attention: Special Procedures
Function

Re: Liberty State Bank VS. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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 and 3129.1
Notice and a copy of the Sale
Bill

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: April 1, 1991

To: Bruce "Tim" Bitner
Tax Collector
RD#3 Box 161D
Catawissa, Pa. 17820

Re: LIBERTY STATE BANK vs. Daniel G. Horne, Raymond C. Horne
and Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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.

Please send to the Sheriff's Office
all un-paid tax's.

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: April 1, 1991

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

Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

Re: Liberty State Bank VS. Daniel G. Horne, Raymond C.
Horne Horne, Wayne E. Horne and Alice
No: 16 of 1991 ED No: 1314 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: April 1, 1991

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

Re: Liberty State Bank Daniel G. Horne, Raymond C. Horne
V Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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: April 1, 1991

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

Re: Liberty State Bank

VS. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne

No: 16 of 1991 ED

No: 1314 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: April 1, 1991

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

Re: Liberty State Bank VS. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne
No: 16 of 1991 FD No: 1314 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: April 1, 1991

To: Transamerica Commercial
Finance Corp.
2550 Kingston Road
York, Pa. 17402

Re: Liberty State Bank

Daniel G. Horne, Raymond C. Horne
VS. Wayne E. Horne and Alice Horne

No: 16 of 1991 ED

No: 1314 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: April 1, 1991

To: Larry W. and Lois M. Bitler
RD#1 Box 50
Danville, Pa. 17821

Re: Liberty State Bank

Daniel G. Horne, Raymond C. Horne
VS. Wayne E. Horne and Alice Horne

No: 16 of 1991 ED

No: 1314 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: April 1, 1991

To: Union National Bank of Mt. Carmel
1 North Oak Street
Mt. Carmel, Pa. 17851

Re: Liberty State Bank Daniel G. Horne, Raymond C. Horne
VS. Wayne E. Horne and Alice Horne

No: 16 of 1991 ED No: 1314 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: April 1, 1991

To: Borg-Wagner Acceptance Corporation
P.O. Box 3145
2550 Kingston Road
York, Pa. 17402

Re: Liberty State Bank Daniel G. Horne, Raymond C. Horne
VS. Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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: April 1, 1991

To: J.J. Fuel, Inc.
Box 38
Numidia, Pa. 17858

Re: Liberty State Bank VS. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: April 1, 1991

To: Internal Revenue Service
District Office
600 Arch Street
Philadelphia, Pa. 19106

Re: Liberty State Bank VS. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne
No: 16 of 1991 ED No: 1314 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

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: April 1, 1991

Re: Sheriff's Sale Advertising Dates

Liberty State Bank vs. Daniel G. Horne, Raymond C. Horne
Wayne E. Horne and Alice Horne

No. 16 of 1991 ED No. 1314 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week May 2, 1991
2nd week May 9, 1991
3rd week May 16, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

LAW OFFICES

FISHER, RICE, BARLETT, ELION & WAYNE, P.C.

125 EAST THIRD STREET

WILLIAMSPORT, PENNSYLVANIA 17701

DEAN R. FISHER
CARL E. BARLETT
ROBERT B. ELION
ROBERT B. WAYNE
ANTHONY J. GRIECO, II
WILLIAM P. CARLUCCI
DAVID C. SHIPMAN
DAVID K. IRWIN

717-326-2443

WALTER R. RICE
1953-1979

March 22, 1991

TELECOPIER
(717) 326-1585

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

RE: LIBERTY STATE BANK vs. SLABTOWN
No. 1314-90

Dear Sheriff:

Enclosed please find the 3129 Affidavit and Affidavit as to Names and Addresses and as to Non-Military Service, which documents should complete the execution documents filed in the above referenced matter. Kindly schedule this matter for Sheriff's sale and advise my office of the date and time.

Thank you for your kindness.

Sincerely yours,

FISHER, RICE, BARLETT, ELION
& WAYNE, P.C.

W.P. Carlucci

William P. Carlucci

WPC/trl
Enclosures

LAW OFFICES

FISHER, RICE, BARLETT, ELION & WAYNE, P.C.

125 EAST THIRD STREET

WILLIAMSPORT, PENNSYLVANIA 17701

717-326-2443

WALTER R. RICE
1953-1979

DEAN R. FISHER
CARL E. BARLETT
ROBERT B. ELION
ROBERT B. WAYNE
ANTHONY J. GRIECO, II
WILLIAM P. CARLUCCI
DAVID C. SHIPMAN
DAVID K. IRWIN

February 20, 1991

TELECOMER
(717) 326-1585

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

RE: LIBERTY STATE BANK vs. SLABTOWNE AUTO

Dear Sheriff:

We have requested that you levy upon certain assets of the Slabtowne Auto Sales partnership in connection with a confessed judgment in favor of Liberty State Bank. The writ requests levy on the personal property of the partnership and refers to my letter of February 11, 1991.

In addition to the equipment of Slabtowne Mini Market, we request that you levy on accounts receivable and contract rights of Slabtowne Sales and Mini Market which will be identified to you by Mr. Barth.

By copy of this letter, I am requesting that Mr. Barth contact you to make arrangements for the levy just as I mentioned in my letter of February 11, 1991.

Sincerely yours,

FISHER, RICE, BARLETT, ELION
& WAYNE, P.C.


William P. Carlucci

WPC/trl
cc: Steven Barth

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

LIBERTY STATE BANK,	:	
Plaintiff	:	CIVIL ACTION - LAW
	:	
vs.	:	
	:	
DANIEL G. HORNE, RAYMOND C.	:	No. 1314-90
HORNE and WAYNE E. HORNE	:	
individually and trading as	:	
SLABTOWNE SALES AND MINI	:	
MARKET and SLABTOWNE AUTO SALES,	:	MORTGAGE FORECLOSURE
and DANIEL G. HORNE and ALICE	:	
HORNE, individually,	:	
Defendant	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

WILLIAM P. CARLUCCI, ESQ. of Fisher, Rice, Barlett, Elion & Wayne, P.C., attorneys for Plaintiff in the above action, sets forth, as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located in the Township of Locust, County of Columbia, and Commonwealth of Pennsylvania more fully described on Exhibit "A" attached hereto:

1. Name and address of Owners or Reputed Owners:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Wayne E. Horne	Slabtowne Auto Sales
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Slabtowne Sales, Service	Daniel G. Horne and
and Mini Mart	Alice Horne
R.D. #1	1 Horne Drive
Catawissa	Elysburg, PA 17824

2. Name and address of Defendants in the judgment:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820

Wayne E. Horne
R.D. #1
Catawissa, PA 17820

Slabtowne Auto Sales
R.D. #1
Catawissa, PA 17820

Slabtowne Sales, Service
and Mini Mart
R.D. #1
Catawissa

Daniel G. Horne and
Alice Horne
1 Horne Drive
Elysburg, PA 17824

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

Internal Revenue Service
District Office
600 Arch Street
Philadelphia, PA 19106

J.J. Fuel, Inc.
Box 38
Numidia, PA

Liberty State Bank
Third at Maple Streets
Mt. Carmel, PA 17851

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

Liberty State Bank
Third at Maple Streets
Mt. Carmel, PA 17851

Borg-Wagner Acceptance Corp.
P.O. Box 3145
2550 Kingston Road
York, PA 17402

Union National Bank of Mt. Carmel
1 North Oak Street
Mt. Carmel, PA 17851

5. 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 this sale:

Larry W. and Lois M. Bitler
R.D. #1, Box 50
Danville, PA 17821

Borg-Wagner Acceptance Corp.

now known as Transamerica Commercial Finance Corp.

2550 Kingston Road
York, PA 17402

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: 3/19/91

BY: 

FISHER, RICE, BARLETT, ELION
& WAYNE, P.C.

William P. Carlucci, Esquire
Attorneys for Plaintiff
I.D. #30477

EXHIBIT "A"

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, and in the northerly line of land now or formerly of Peter Broda, et ux, and thence running along the Northerly line of land now or formerly of said Broda North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right of way of L.R. 19009; THENCE running along the center line of the right of way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right of way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.; THENCE running along the Southerly line of land of said Roaring Creeek Mill, Inc., South 66 degrees 02 mintues East, 183.4 feet to an iron rod corner set in the westerly line of other lands now or formerly of Howard C. and Geneva M. Feese; THENCE running along the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, South 6 degrees 41 minutes East, 167.9 feet to an iron rod corner, the place of BEGINNING.

CONTAINING 1.15 acres of land according to a survey and draft made by Construction Engineering Inc., on March 28, 1974, and upon which is erected a block and frame store building.

EXCEPTING AND RESERVING, NEVERTHELESS, a right of way reserved by Howard C. Feese and Geneva M. Feese, as more fully described by reference to Deed between said Howard C. Feese, et ux, and Dale E. Feese, et ux, dated August 27, 1974, and recorded in Columbia County Deed Book 268, page 900.

BEING the same premises which Commonwealth Bank and Trust Company, N.A. by their deed dated the 30th day of March, 1987 and recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania in Deed Book 346 Page 153 granted and conveyed unto Raymond C. Horne, Wayne E. Horne and Daniel G. Horne, as tenants in partnership.

TOGETHER with the Equipment Inventory in or about the above premises as listed on Schedule "A" attached to this Mortgage and made a part hereof.

FOR IDENTIFICATION PURPOSES ONLY, the above described premises is known as Tax Parcel number 20-04A-12-1 in the Office of the Columbia County Tax Assessor and is also known as R.D. #1, Catawissa, Pennsylvania. Erected upon the above described parcel of land is a one story cement block store and a one story frame building used as offices with no basement.

SEIZED, TAKEN IN EXECUTION and to be sold as the property of Raymond C. Horne, Wayne E. Horne and Daniel G. Horne by virtue of judgment entered to Columbia County Court of Common Pleas No. 1314-90 on January 8, 1991.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

LIBERTY STATE BANK,	:	
Plaintiff	:	CIVIL ACTION - LAW
	:	
vs.	:	
	:	
DANIEL G. HORNE, RAYMOND C.	:	No. 1314-90
HORNE and WAYNE E. HORNE	:	
individually and trading as	:	
SLABTOWNE SALES AND MINI	:	
MARKET and SLABTOWNE AUTO SALES,	:	MORTGAGE FORECLOSURE
and DANIEL G. HORNE and ALICE	:	
HORNE, individually,	:	
Defendant	:	

AFFIDAVIT AS TO NAMES AND ADDRESSES
AND AS TO NON-MILITARY SERVICE

State of Pennsylvania : County of :


Steven Barth, being duly sworn according according to law, deposes and says he is the authorized agent of Liberty State Bank, the plaintiff in No. 1314-90 and that to the best of his knowledge, information, and belief, the true and correct names of the Defendants in the aforesaid action are Daniel G. Horne, Alice Horne Raymond C. Horne, Wayne E. Horne t/a Slabtown Sales, Service and Mini Market and Slabtown Auto Sales and that upon investigation by the Plaintiff the last known address of the Defendants is as follows:

Daniel G. Horne	Raymond C. Horne
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Wayne E. Horne	Slabtowne Auto Sales
R.D. #1	R.D. #1
Catawissa, PA 17820	Catawissa, PA 17820
Slabtowne Sales, Service	Daniel G. Horne and
and Mini Mart	Alice Horne
R.D. #1	1 Horne Drive
Catawissa, PA 17820	Elysburg, PA 17824

AND FURTHER, Steven Barth deposes and says that to the best of his knowledge, information, and belief, after a good faith investigation, the Defendants are not presently in the military service of the United States, nor were they at any time since the filing of the Complaint in this case in said military service and that therefore the provisions of the Soldier's and Sailor's Civil Relief Act of 1940, 50 U.S.C.A. App. §520, are inapplicable.


Steven Barth

Sworn to and subscribed before me
this 18th day of March, 1991


Notary Public

Notarial Seal
Debora K. Owens, Notary Public
Mt. Carmel Boro, Northumberland County
My Commission Expires Feb. 1, 1993
Member, Pennsylvania Association of Notaries

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

LIBERTY STATE BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA

vs. :

Exec. No. 16 Term 19 91

Orig. No. 1314-90 Term 19 91

DANIEL G. HORNE, RAYMOND C.
HORNE and WAYNE E. HORNE,
individually and trading as
SLABTOWNE SALES AND MINI
MARKET and SLABTOWNE AUTO
SALES, and DANIEL G. HORNE
and ALICE HORNE, individually :

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See Exhibit "A" attached hereto.

Amount Due	\$ 93,547.19
Interest thru 10/15/90 and late fees	\$ 3,387.74
Attorney's Fees	\$ 9,676.03

Total \$106,610.96
together with interest from October 15, 1990, costs of suit and
for foreclosure and sale of the subject real property.

Lance B. Klein
Prothonotary, Common Pleas Court of
Columbia County, Pennsylvania

Dated: Feb 14, 1991
(SEAL)

BY: Carla Hess

EXHIBIT "A"

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, and in the northerly line of land now or formerly of Peter Broda, et ux, and thence running along the Northerly line of land now or formerly of said Broda North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right of way of L.R. 19009; THENCE running along the center line of the right of way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right of way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.; THENCE running along the Southerly line of land of said Roaring Creeek Mill, Inc., South 66 degrees 02 mintues East, 183.4 feet to an iron rod corner set in the westerly line of other lands now or formerly of Howard C. and Geneva M. Feese; THENCE running along the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, South 6 degrees 41 minutes East, 167.9 feet to an iron rod corner, the place of BEGINNING.

CONTAINING 1.15 acres of land according to a survey and draft made by Construction Engineering Inc., on March 28, 1974, and upon which is erected a block and frame store building.

EXCEPTING AND RESERVING, NEVERTHELESS, a right of way reserved by Howard C. Feese and Geneva M. Feese, as more fully described by reference to Deed between said Howard C. Feese, et ux, and Dale E. Feese, et ux, dated August 27, 1974, and recorded in Columbia County Deed Book 268, page 900.

BEING the same premises which Commonwealth Bank and Trust Company, N.A. by their deed dated the 30th day of March, 1987 and recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania in Deed Book 346 Page 153 granted and conveyed unto Raymond C. Horne, Wayne E. Horne and Daniel G. Horne, as tenants in partnership.

TOGETHER with the Equipment Inventory in or about the above premises as listed on Schedule "A" attached to this Mortgage and made a part hereof.

FOR IDENTIFICATION PURPOSES ONLY, the above described premises is known as Tax Parcel number 20-04A-12-1 in the Office of the Columbia County Tax Assessor and is also known as R.D. #1, Catawissa, Pennsylvania. Erected upon the above described parcel of land is a one story cement block store and a one story frame building used as offices with no basement.

SEIZED, TAKEN IN EXECUTION and to be sold as the property of Raymond C. Horne, Wayne E. Horne and Daniel G. Horne by virtue of judgment entered to Columbia County Court of Common Pleas No. 1314-90 on January 8, 1991.

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County upon the above-stated judgment, and directed to the Sheriff of Columbia County, the Sheriff of Columbia County will expose to public sale at the Columbia County Court House, Bloomsburg, Pennsylvania on _____ at _____ .m. the real estate and improvements erected thereon, described in Exhibit "A", attached hereto and made a part of this Notice. You are further notified that a schedule of proposed distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, on _____ and that distribution of said proceeds will be made in accordance with said Schedule of Distribution unless exceptions are filed thereto within ten (10) days thereafter.

EXHIBIT "A"

ALL THAT CERTAIN piece or parcel of land situate in the Township of Locust, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron rod corner set in the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, and in the northerly line of land now or formerly of Peter Broda, et ux, and thence running along the Northerly line of land now or formerly of said Broda North 66 degrees 02 minutes West, 512.1 feet to a pin corner set in the center line of the right of way of L.R. 19009; THENCE running along the center line of the right of way of L.R. 19009, North 83 degrees 15 minutes East, 282.7 feet to a pin corner set in the center line of said right of way of L.R. 19009 and in the Southerly line of land now or formerly of Roaring Creek Mill, Inc.; THENCE running along the Southerly line of land of said Roaring Creek Mill, Inc., South 66 degrees 02 minutes East, 183.4 feet to an iron rod corner set in the westerly line of other lands now or formerly of Howard C. and Geneva M. Feese; THENCE running along the Westerly line of other land now or formerly of Howard C. and Geneva M. Feese, South 6 degrees 41 minutes East, 167.9 feet to an iron rod corner, the place of BEGINNING.

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Liberty State Bank

An Affiliate of Commonwealth Bancshares Corporation
MOUNT CARMEL, PA 17851
ELYSBURG, PA 17824

4018

February 13 19 91

60-310
313

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 750.00

THE SUM

750 DOLS 00 CT.

DOLLARS

CASHIER'S CHECK
Slabtown Sales

Robert M. Lytle
CASHIER

⑈004018⑈ ⑆031303103⑆ 5000⑈067⑈L⑈