# HERIFF'S SALE - COSTS SHET

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FIRST EASTERN BANK, N.A.	VS1 D. JUSEF	TH FERRO and KATHLEEN T. FER
NO. 26 of 1991 E.D. NO. 295	of 1991 J.D.	
DOCKET & LEVY SERVICE		\$1400 A.M.
MAILING		13334
ADVERTISING, SALE BILLS & NEWSP	APERS	- <del>- 9.86</del>
DILEAGE.		1400
CRYING/ADJOURN OF SALE SHERIFF'S DEED		1.00
DISTRIBUTION OTHER		
to the total of th		46.00
	TOTAL	\$ 279 44
PRESS-ENTERPRISE, INC. LANGE PRINTING SOLICITOR'S SERVICES		\$ 95908
SOLICITOR'S SERVICES		
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MUNICIPAL RENTS!	t n	
SEWER - MUNICIPALITY WATER - MUNICIPALITY	13	\$
SUBCHARGE FEET (CTATE TREATMENT)	Total	1 1 1 1 1 5
SURCHARGE FEE: (STATE TREASURER)	TOTAL	1111,\$ 3
MISCELLANEOUS: TAX CLASEN	•	300
-	Total	<u>*************************************</u>
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#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.26 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE VILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SEERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG PENNSYLVANIA, COLUMBIA COUNTY, ON

# AUGUST 22, 1991 THURSDAY 11:00 A.M.

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

ALL that certain piece and parcel of Land situate in North Conter Township, Coimmbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike:

THENCE south 66 degrees 21 minutes 22 seconds west 52 48 feet to a railroad spike:

THENCE south 42 degrees 00 minutes 03 seconds west 59,42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314,29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike:

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike:

TREMCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et us, and lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 20 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R.S., dated Septebber 30, 1976.

BEING the same premises conveyed to D. Joseph Ferro and Eathleen T. Ferro, his wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

#### SHERIFF'S SALE PAGE 2 OF 2

SEIZED, TAKEN IN EXECUTION and to be sold as the property of D. Joseph Ferro and Kathleen T. Ferro, his wife, by virtue of judgement entered to Columbia County Court of Common Pleas No. 205 of 1991 on March 28, 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.

TERMS OF SALE: Ten (10%) percent each 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.

BARRY A. ROADARMEL, In Shoriff of Columbia County

MYLES R. WREN, Enquire for Plaintiff

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#### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

August 22, 1991

Mr. Myles R. Wren, Esquire 240 Penn Ave., Scranton, Pennsylvania 18503

Dear Sir:

PHONE

(717) 784-1991

Enclosed is CK#3143 in the amount of \$69.78, which represents a refund from the advance Sheriff's Cost for the Writ of Execution Mortgage Foreclosure No. 26 of 1991 against D. Joseph Ferro, and Kathleen T. Ferro, his wife. As you know, this Sheriff's Sale was continued to a date certain within 100 days until August 22, 1991 at 11:00 A.M. Also, according to the Rules, this Sheriff's Sale can only be continued once and after a phone conversation with Arlene, the Sheriff's Office is discontinuing any further action with this execution. Also enclosed is a copy of the Sheriff's cost sheet.

If you have any questions, please contact us.

Sincerely.



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

PHONE COURT HOUSE - P. O. BOX (717) 784-1991 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

August 22, 1991

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

Dear Sir:

Enclosed is CK#3145 in the amount of \$50.00, which represents payment for the, again wonderful treatment and expert leadership for the Sheriff's Sale No. 26 of 1991 against D. Joseph Ferro.

If you have any questions, please contact us.

Sincerely,



## SHERIFF OF COLUMBIA COUNTY

PHONE COURT HOUSE - P. O. BOX 380 (717) 784-1991 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

August 22, 1991

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

Dear Sir:

Enclosed is CK#3144 in the amount of \$289.28, which represents payment for the Sheriff's Sale No. 26 of 1991 advertisement, First Eastern Bank ,N.A. Vs D. Joseph Ferro and Kathleen T. Ferro, his wife.

If you have any questions, please contact us.

Sincerely.

#### NOGI, APPLETON, WEINBERGER & WREIN, P. C.

ATTORNEYS AT LAW

#### 240 PENN AVENUE

#### 5CRANTON, PENNSYLVANIA 18503

JACOB I. NOGJ JOHN H. APPLETON JERRY J. WEINBERGER MYLIS R. WREN\*

TELEPHONE 717-963-8880 TELECOPIER 717-963-9372 DONALD J. FENDRICK COUNSEL TO THE FIRM

MORRIS I. RAUB\*\*
BRIAN E. MANNING
JOHN I. CLARY, JR.
ANDREW J. KATSOCK, III \*\*\*

CLARKS GREEN OFFICE: II2 N. ABINGTON ROAD CLARKS GREEN, PA 18411

TELEPHIONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR
\*\*ALSO MEMBER OF NEW JERSEY BAR

August 15, 1991

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

RE: First Eastern Bank

VS: Joseph and Kathleen Ferro

Our File No.: 20533

Dear Sir:

Please Stay the Sneriff's Sale scheduled for 9:30 a.m., August 20, 1991, concerning the matter of First Eastern Bank, N.A. vs. Joseph D. and Kathleen Ferro.

Sincerely,

NOGI, APPLETON, WEINBERGER & WREN, P.C.

MYLES R. WREN, ESQUIRE

MRW/jz

ANG. 19,1991 1020 DEP DENT CALLED ARLENE IN WREN'S OFFICE AND AdvISED TO DISCONTINUE This SALE.



## SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

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

24 HOUR PHONE (717) 784-6300

July 31, 1991

Mr. Myles R. Wren, Esquire 240 Penn Ave., Scranton, Pennsylvania 18503

Dear Sir:

It is respectfully requested that the Sheriff's Department be notified if there is any change in the Sheriff's Sale No. 26 of 1991 E.D., First Eastern Bank, N.A. Vs Joseph Ferro and Kathleen T. Ferro, scheduled for Aug. 22, 1991 at 1100.

If you have any questions, please contact us.

Sincerely

All a more particular and the contract of the

PILLES BARRE, PERSON VANIA

5-91-0088

L(Z1Z) <u>825-5602</u>

Total Andrew Control of the Control

# UNITED STATES BARKHUPTCY COUNTRIES FOR THE MADE DISTRICT OF AND A

70 TO

JUSTPH W. FERRO

Dubtor

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JOHN B. THOMAS
APPOINTEY AT LAW
SUITE BOX
FOWERT NORTHAMITON STREET
WILKES-BARRE, PENNSILVANIA 18701
TIMES-SCOOL
FAX - 0.170 - 0.05031

## FACSIMILE INFURMATION SHEET

DATE: May 22, 1991
DATE: May 22, 1991  TO: Columbia Co. Sheeiff
RE: Joseph D. FERRO
TELEPHORE NUMBER:
TELECOPIER NUMBER: (7/1) 784 - 0257
NUMBER OF PAGES (INCLUDING COVER): 2
PAPER SIZE: 8/2 X LI
FFON: Betzy Powell, Paralegal
MESSAGE: Please be advised of Ch. 13 hands to
filing of Joseph D. Ferro. Please cancel
Sheriff Sale of property scheduled for
Sheriff sale of property scheduled for May 23, 1991. Call with any questions.
OF YOU DO NOT RECEIVE TO A SECRETARY IN ITS ENGINEERY, PLEASE ONLY OF OPERATOR AT 717-825-364

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#### LIEN CERTIFICATE

DATE4/5/9	1		
tax liens	certify that accord in the Tax Claim Bur low, as of December 3 Llows:	eau against the pro	perty
	ed Owner: Ferro, J		T. (12-81)
Parcel No	11-07-35-2		· · · · · · · · · · · · · · · · · · ·
Description	4.98 Ac.		
			TOTAL
		1990 1989 1988 1987	2,084.41 2,247.67 2,303.79 2,316.00
		TOTAL	8,951.87
The above	figures represent th	ne amounts due durin une 1991	g the month
	Harry A. Roadarmel		
Fee: \$5.00	,		
		Director O	CLAIM BUREAU

5-23-5/ 11:00 AM



# SHERIFF OF COLUMBIA COUNTY

PROPER 67 f21 2ff f 199 t CORRESPONDE - P. O. BOX 380 PLOOMSHIRG, PA 17815

of the give tipe of (TIO) INTERNO

April 18, 1991

Mr. Myles R. Wren, Esquire 240 Penn Avenue Scranton, Pennsylvania 18503

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

26 of 1991 E.D. V5.

WPTL OF EXECUTION. (MORTGAGE FORECLOSTINE)

#### POSTING OF PROPERTY

Thursday April 18, 1991 POSTED A COPY OF THE SHERHT'S SALE BILL ON THE PROPERTY OF D. Joseph Ferro and Kathleen T. Ferro COLUMBIA COURTY, PENNSYLVANIA. SALD POSTING PERFORMED BY COLUMBIA COUNTY DEPRTY SHERTER J.H. Dent

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

SO ANSWARS:

J.H./D**&** DEPOLY SHERTËT

SHERIFF, HARRY A. ROADAPMEL, JD.

SWORM AND SUBSCRIBED REFORE ME

HIIS

DAY OF ... Cycril

storolly Long Alegaty JAMI B. KEINI, PROTHORBIARY OF

COLUMBIA COUNTY

PROTEIN A CHE OF THE CHARLS All Commences of the second of the second Pauline Groshek
N. Centre Township Tax Collector
R. D. #2, Box 2463
Berwick, PA 18603

april 19th , 1991

Sheriff's affire col. Co. Court House Bloomsburg. Da. 17815

Dear Sir:

County and Township Toxes unpaid by the above. named, per your request.

For unpaid prevous years, you are to see Dennie Tong Try Cean Bureau, col. Co. Court House. The will certify for County and School Real Estate Tayer. For unpaid County (mores) per capita.

Berkheimer asoc., 18.5 hours Dure, Blooms. Ph. 784-7102.

For any side School Per Capita and Occupation Tayer, you will need to get from Certise Toy Bureau, 128 W. Serve St. Berwia.

Dane 80. in 752-3600.

Sweniey,

Paulie M. Lundel

on. Centre Trop. Try Collector

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	COUNTY R. SINKING F TWP/BORO FIRE  THE DISCOUNT & THE PEN HAVE BEEN COMPUTED FOR YOUR CONVENIENCE  O OCCUPATIO FOR COLLAND DESCRIPTIO CNTY-FIR HORB/TIP	COUNTY R.E. 10260 SINKING FUND TWP/BORD R.E. FIRE  THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.  PAY THIS AMOUNT  SENALTY A TPRO COUNTY 10% ACCT NO. 52135 PARCEL 11~07- PARTIAL L-4.95AC BUILDINGS THIS TAX NOTICE MUST BE RETU  O OCCUPATION FOR COUNTY DESCRIPTION CNTY-FYA CAPITA HORO/TWP P. C.  THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.  PAY THIS AMOUNT	COUNTY R.E.  SINKING FUND TWP/BORO R.E. FIRE  THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.  PENALTY A TPROPERTY DESCRIF COUNTY 10% TWP/YOR ACCT NO. 52135 PARCEL 11~07-35-2 PARTIAL L-4.95AC BOILDINGS THIS TAX NOTICE MUST BE RETURNED WITH YOUR F TOTAL  O OCCUPATION FOR COUNTY DESCRIPTION ASSESSMENT MILLS CNTY-FUR CAPITA HOROFTEP P. C.  THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.  PAY THIS AMOUNT	COUNTY R.E.   10260   25.00   251.37   2.00   20.11   TWP/BORD R.E.   5.00   50.27   20.11   TWP/BORD R.E.   5.00   50.27   20.11   TWP/BORD R.E.   5.00   50.27   20.11   TWP/BORD R.E.   2.00   20.11   TWP/BORD R.E.	COUNTY R.E.   SINKING FUND   2.00   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.11   20.52   20.52   20.52   20.11   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52   20.52

#### NOGI, APPLETON, WEINBERGER & WREN, P. C.

ATTORNEYS AT LAW

240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI JOHN H. APPLETON JERRY J. WEINBERGER MYJES R. WREN\*

TELEPHONE 7/7-963-8880
TELECOPIER 7/7-963-9372

DONALD J. FENDRICK COUNSEL TO THE FIRM

CLARKS GREEN OFFICE: U2 N. ABINGTON ROAD CLARKS GREEN, PA 184H

TELEPHONE MZ-586-0358

MORRIS I, RAUB\*\*
BRIAN E, MANNING
JOHN T, CLARY, JR.
ANDREW J. KATSOCK, TI \*\*

\*ALSO MEMBER OF NEW YORK BAR

\*\*ALSO MEMBER OF NEW IERSEY BAR

April 10, 1991

Office of the Sheriff Columbia County Courthouse P.O. Box 380 Bloomsburg, Pennsylvania 17815

RE: Merchants Bank North VS: D. Joseph Ferro and

Kathleen T. Ferro, his wife

Our File No: 20533

Dear Sir or Madam:

Enclosed please find an Affidavit in regards to the above captioned matter.

If you should have any questions, please do not hesitate to contact the undersigned.

Sincerely,

NOGI, APPLETON, WEINBERGER & WREN, P.C.

ARLENE JACOBS, PARALEGAL

AJ/tas

Enclosure

MERCHANTS BANK NORTH.

: IN THE COURT OF COMMON PLEAS

Plaintiff

: OF COLUMBIA COUNTY

VS.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife,

Defendants

: NO. 295 - CIVIL - 1991

#### AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF LACKAWANNA

THIS IS TO CERTIFY that I mailed to the Creditors the attached letter, notifying them of the time and place of the mortgage foreclosure sale, by placing same in the United States Mail, postage prepaid, on the 9th day of April, 1991. United States Postal Service, Certificate of Mailing are attached as proof of mailing to each of the creditors.

NOGI, APPLETON, WEINBERGER & WREN, P.C.

Sworn to and subscribed before me this 946 day

MOTARTAN SUAL MANNE LYME MEZZINO, Hotory Praise Beronten, Lackawanna County My Commission Expire 12M, 4, 1983

#### NOGI, APPLETON, WEINBERGER & WREN.P. C.

ATTORNEYS AT LAW

240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI JOHN H. APPLETON JERRY J. WEINBERGER MYLES R. WREN\*

TELEPHONE 717-963-8880 TELECOPIER 717-963-9372 DONALD I FENDRICK COUNSEL TO THE FIRM

MORRIS I. RAUB\*\* BRIAN E. MANNING JOHN T. CLARY, JR. ANDREW J. KATSOCK

April 9, 1991

CLARKS CREEN OFFICE: 112 N. ABINGTON ROAD CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR

COMMONWEALTH OF PENNSYLVANIA Department of Revenue Bureau of Compliance P.O. Box 8901 Harrisburg, Pennsylvania 17105-8901

RE: FIRST EASTERN BANK, N.A.

vs: D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife

NO. 295 - CIVIL - 1991 Our File No. 21986

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. Mortgage is in default and has been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 23rd day The sale date may be continued for an approximate of May, 1991. thirty (30) day period without additional notice to Creditors.

Please be advised that in reviewing the records we have found that a Mortgage/Judgment/Lien exist in favor of yourself. If you wish to protect your position and not have your Mortgage/Judgment/Lien extinguished, you should be in attendance h Charthouse before 11:00 A.M., on the date

your position will be tgage Foreclosure.

U.S. POSTAL SERVICE CERTIFICATE OF MAILING!

Nogi, Appleton, Weinberger & Wren,

240 Penn Avenue

Scranton, Pennsylvania 18503

One piece of ordinary mail addressed to:

Commonwealth of Pennsylvania

Department of Revenue/Bureau of Compliance/P.O. Box 8901

Harrisburg, Pennsylvania 17105-8901

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE — POSYMASTER

PS FORM MAY 1976 3817

# U.S.G.P.O: 1988 -202-395/78114

BERGER & WREN P.C.

RΕ

#### NOGI, APPLETON, WEINBERGER & WREN, P. C.

ATTORNEYS AT LAW

240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI JOHN H. APPLETON JERRY I. WEINBERGER MYLES R. WREN

TELEPHONE 717-963-8880 TELECOPIER 717-963-9372

DONALD J. FENDRICK COUNSEL TO THE FIRM

MORRIS L. RAUB\*\* BRIAN E. MANNING JOHN T. CLARY, JR. ANDREW J. KATSOCK

April 9, 1991

CLARKS GREEN OFFICE: 112 N. ABINCTON ROAD CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR

SEARS & ROEBUCK CO. P.O. Box 126 Catwsaugua, Pennsylvania 18032

FIRST EASTERN BANK, N.A.

VS: D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife

NO. 295 - CIVIL - 1991 Our File No. 21986

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. That Mortgage is in default and has been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 23rd day of May, 1991. The sale date may be continued for an approximate thirty (30) day period without additional notice to Creditors.

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NOGI, APPLETON, WEINBERGER & WR. Abstragior for ports

240 Penn Avenue

Scranton, Pennsylvania 18503

One piece of ordinary mail addressed to:

Sears and Roebuck Co.

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18032

Catwsaugua Pennsylvani 18032

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE - POSTMASTER

NBERGER & WREN P.C.

IRE

PS FORM 3817

☆ U.S.G.P.O: 1988 - 202-395/78114

postage and

<sup>\*\*</sup>ALSO MEMBER OF NEW JERSEY BAR

#### NOGI, APPLETON, WEINBERGER & WREN, P. C.

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240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

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TELEPHONE 717-963-8880 TELECOPIER 717-963-9372 DONALD I FENDRICK COUNSEL TO THE FIRM

MORRIS I. RAUB\*\* BRIAN E. MANNING JOHN T. CLARY, JR. ANDREW J. KATSOCK

April 9, 1991

CLARKS GREEN OFFICE: H2 N. ABINGTON ROAD CLARKS GREEN, PA 18411

TELEPHONE 217-586-0358

"ALSO MEMBER OF NEW YORK BAR

\*\*ALSO MEMBER OF NEW JERSEY BAR

WILLIAM L. HIXSON

R.D. #1

Berwick, Pennsylvania 18603

RE: FIRST EASTERN BANK, N.A.

D. JOSEPH FERRO and VS:

KATHLEEN T. FERRO, his wife

NO. 295 - CIVIL - 1991 Our File No. 21986

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your position will be rtgage Foreclosure.

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

Received From:

NOGI, APPLETON, WEINBERGER & WREN, P. C.

240 Penn Avneue

Scranton, Pennsylvania 18503

One piece of ordinary mail addressed to:

William L. Hixson

R.D. #1

Berwick, Pennsylvania 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE - POSTMASTER

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\$\text{\Omega} U.S.G.P.O: 1988 - 202-395/78114

postage and

BERGER & WREN P.C.

RE

PS FORM MAY 1976 3817

#### NOGI, APPLETON, WEINBERGER & WREN.P. C.

ATTORNEYS AT LAW

240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI JOHN H. APPLETON JERRY J. WEINBERGER MYLES R. WREN\*

TELEPHONE 717-963-8880 TELECOPIER 717-963-9372 DONALD J. FENDRICK COUNSEL TO THE FIRM

MORRIS I. RAUB\*\*
BRIAN E. MANNING
JOHN T. CLARY. JR.
ANDREW J. KATSOCK

April 9, 1991

CLARKS GREEN OFFICE: 112 N. ABINGTON ROAD CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

TALSO MEMBER OF NEW YORK BAR

FIRST NATIONAL BANK OF BERWICK 111 West Front Street Berwick, Pennsylvania 18603

RE: FIRST EASTERN BANK, N.A.

VS: D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife

NO. 295 - CIVIL - 1991 Our File No. 21986

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your position will be tgage Foreclosure.

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:
Nogi, Appleton, Weinberger & Wren, P. Softmark. Inquire of Eostmaster for postage

240 Penn Avenue

Scranton, Pennsylvania 18503

One piece of ordinary meil addressed to:
First National Bank of Berwick

111 West Front Street

Berwick, Pennsylvania 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE POSTMASTER

ERGER & WREN P.C.

Œ

PS FORM 3817

☆ U.S.G.P.O.: 1986 -202-395/78114

<sup>\*\*</sup>ALSO MEMBER OF NEW JERSEY BAR

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ATTORNEYS AT LAW

240 PENN AVENUE

SCRANTON, PENNSYLVANIA 18503

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MORRIS I. RAUB\*\* BRIAN E. MANNING JOHN T. CLARY, JR. ANDREW J. KATSOCK

April 9, 1991

CLARKS GREEN OFFICE: 112 N. ARINGTON ROAD CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR

FENSTEMAKER & SONS R.D. #4, Box 4705 Berwick, Pennsylvania 18603

FIRST EASTERN BANK, N.A. RE: VS: D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife

NO. 295 - CIVIL - 1991 Our File No. 21986

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U.S. POSTAL SERVICE CERTIFICATE OF MAILING

Nogi, Appleton, Weinberger & Wren, P. .: Deostmark

- POSTMASTER

240 Penn Avneue

Scranton, Pennsylvania

One piece of ordinary mail addressed to:

Fenstemaker & Sons

R.D. #4, Box 4705

Berwick, Pennsylvania 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE — POSTMASTER

IBERGER & WREN P.C.

IRE

PS FORM MAY 1976 3817

<sup>\*\*</sup>ALSO MEMBER OF NEW JERSEY BAR

REV-241 CM [3-90]



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE DEPT 280046 HARRISBURG, PA 17128-0046

# PRIORITY CLAIM FOR SHERIFFS SALE Please Print or Type

TYPCUTION NUMB	3ER
1	#295 of 1991 J.D.
DATE OF SALE	<del></del>
	05-23-91
AMOUNT	
<u> </u>	\$21,023.72

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

EMPLOYER EIN	, , , , , , , , , , , , , , , , , , , ,	
SALES TAX LICENS	NÜMBER	
	19-056305	

DEFENDANT	D.	Joseph	Ferro	and	Kathleen	Т.	Ferro
DEFENDANT	D .	つらかさわれ	LCIIO	anu	Kathiteen	1.4	reiio

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

The PA Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary of Columbia County.

- XSales and Use Tax or
- Employer Withholding Tax
- Pennsylvania Personal Income Tax

The PA Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

Corporation Taxes

#### STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
S & U	04-21-89 04-27-88 07-28-87 12-03-87 12-03-87 04-04-88 02-03-88	396-89 008800457 008700794 008701342 008701342 008800372 008800137	\$3,539.63 235.56 27.37 2,431.43 9,772.12 4,754.45 263.16

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS my hand and the seal of the Department of

Revenue this  $\underline{12}$  day of  $\underline{\Lambda pril}$ , 19 91

SECRETARY OF REVENUE, Acting

Eileen H. McNulty



# COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

April 9, 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: D. Joseph Ferro and Kathleen T. Ferro

Dear Sheriff Roadarmel:

I neglected to mention in my letter of April 4, 1991 that D. Joseph Ferro is in bankruptcy.

Very truly yours,

Thomas C. Zerbe, Jr.
Deputy Attorney General

Financial Enforcement Section

TCZ/kf



# COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

April 4, 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: D. Joseph Ferro and Kathleen T. Ferro

Dear Sheriff Roadarmel:

D. Joseph Ferro has a liability to the Commonwealth for sales tax of \$22,662.16, as of 4/3/91. I enclose copies of liens. There is also a liability to the Bureau of Lottery last reported to me 9/20/89 as \$1,889.93. My file indicates this claim includes Kathleen Ferro, though I do not have liens in my file.

Very truly yours,

Thomas C. Zerbe, Jr. Deputy Attorney General

Financial Enforcement Section

TCZ/kf

Encl.



DOCKET # 451 (48)
DATE
FEES

COURT OF COMMON PLEAS OF COLUMBIA

19-05-30-5

COUNTY, PENNSYLVANIA

JC 8816-0103

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

REM 150 CM + 42 AGE

VS.

FERRO,0 JOSEPH

T/A BREWERS OUTLET 1647 M FRONT ST BERNICK

PA 18603

TO THE PROTHONOTARY OF SAID COURT.

Purs, and to the laws of the Cymmonwealth of Pennsylvania, there is herewith transmitted a Certified Coop of a Lien to be entered of record in your County.

CERTIFIED COPY OF LIEN

- BY BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105 8901

FICE BOX 8901 SUPIG, PA 17105 8	HARRISBI			Four County	. De souteres de des DES 100
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DOCKET	· 1342- 1987
DATE	12-3-87
FEES	

COURT OF COMMON PLEAS OF CULUMBIA

19-65610-5

COUNTY, PENNSYLVANIA

LOWNION WEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

VS.

T/A BREWERS OUTLET 1647 & PRONT ST

SERBICK

TO THE OWN THE WOTARY OF JAIL TOWAY

in expansion mecaws of mecommunical manney beautile.

CERTIFIED COPY OF LIEN

BY BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105 8901

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DOC	KET # 794-1987
DATE	
FEES	

COURT OF COMMON PLEAS OF CCLUMBIA

15-05630-5

JC 8705-0255

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

٧S

FERRO, D JOSEPH

I/A BREWERS CUILET 1647 W FRONT ST BERWICK

PA 18603

TO THE PRICEHOLOTARY DE SAID COURE

Pirsuant to the lake of the Comminmetalth of Pennsylvania

there is herewith transmitted a Gentled Cobs of a Eigen

The entered of record in your County.

CERTIFIED COPY OF LIEN

BY BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG PA 17105 BOOM

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€ 2.2 1937



##	372 1988
DATE	4-4.18
FFFS	9.00

COURT OF COMMON PLEAS OF COLUMBIA

19-05630-5

COUNTY, PENNSYLVANIA

JC 8709-0227

REV-159 CM + (2-86)

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

VS.

FERRO, U JOSEPH

T/A BREWERS DUTLET 1647 M FRONT ST BERRICK

PA 18603

TO THE PROTHONOTARY OF SAID COURT Pursuant to the laws of the Commineeaith of Pennsylvania there is herewith transmitted a Certified Copy of a Uen. ti, be entered at second in your County.

CERTIFIED COPY OF LIEN

BY BUHEAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105 8901

GLASS OF TAX	TAY PERIOD -OR OUE DATE)	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IGENTH VING HUMBER	TAY 5	†OTAL 6
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		11/05/87	TO: ALS	3,401.78	4,161,30
N'EMEST CO	JAPUTATION DATE		_	FILING FEES	9.00
		Meso,		ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

The undersigned the Secretary and wedge on the authorized delegate of the Commonwealth of Pennsylvania amitted in a to be a toler and correct Took of a feel against the above hamed taskaker for unpaid tax referest additions or per a revitable in the end correct cours or a lient against me above harmed taxpaver not unpaid tax lietersh additions or per a revitable in the thom such faceaver and which later demand for payment hereof remains librarie she amount of such a 174x interest, acting is unperables, slaven in having the Communication of Pennsy varial contine taxpaver supports. MAR 28 1988 way to provide the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the company of the co





DOCKET #_	#137.1988
DATE	2-3-88
FEES	

COURT OF COMMON PLEAS OF COLUMBIA

19-05430-5

COUNTY, PENNSYLVANIA JC 8710-0151

REV-150 CM • (2-86)

٧S

FERRO, D JOSEPH

T/A BREWERS OUTLET 1447 H FRONT ST BERWICK

TO THE PROTHONOTARY OF SAID COURT Pursuant to the tax's of the Commonwealth of Pennsylvania there is herewith transmitted a Certified Copy of a Lien. to be entered of record in your County.

10 Table 1 4 45 4 5 4

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF REVENUE

CERTIFIED COPY OF LIEN

BY BUREAU OF COMPLIANCE POST OFFICE BOX 8901

	<del></del>			*17	HAISBURG, PA 17105 890
GLASS OF TAX	"AA PERIOD (OP DUE DATE)	DATE OF ASSESSMENT DETERMINATION OP SETTLEMENT	य <b>ः स्वतः सम्बद्धः</b> DE स्वतः सम्बद्धः	ŤA,	TOTAL
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					88
NTEREST COM	PUTATION DATE 12	/07/47	TOTALS	31.56	249,17
		•	* 4	FILING FEE(s)	9.00
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		* .		w.	i

The undersigned the Secretary of Revenue for his authorized indicate, of the Controlneeath of Pennsylvania and has to see to be a true and correct oncy of a tien against the above named taxpaver for unpaid tax interest, additions or enaltes thereon such tarpayer and which after demand the payment there is remains unput. The amount of such enalties there will be him such taispeyer and which latter demand for payment there is remains unpaid. The amount or naum is count of the Conmidmenth of Brinnsylvania upon the taipayer's property and line is a senior day ber also be considered as the cone disk ber. ear personal increme as the gase may be



396.67

DOCKET	396-1989.
DATE	4.21.89
FEES	9.00

COURT OF COMMON PLEAS OF CULUMBIA

COUNTY, PENNSYLVANIA

19-05630-5

JC 8902-0280

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

REV-158 CM + (9-67)

VS:

FERROID JOSEPH

T/A BREWERS GUILET 1647 H FRONT ST BERWICK

PA 15603

TO THE PROTHONOTARY OF SAID COURT. Pursuant to the laws of the Commonwealth of Pennsylvenia. there is herewith transmitted a Certified Copy of a Gento be entered of record in your County.

CERTIFIED COPY OF LIEN

BY BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105-8901

CLASS OF TAX	TAX PERIOD (OR DUE DATE) 2	DATE OF ASBESSMENT DETERMINATION OR BETTLEMENT	IDENTIFYING NUMBER 4	TAX "	YOTAL
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INTEREST CO	OMPUTATION DATE 0	4/07/89	TOTALS	2.659.10	3,417,2
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axpayer for unpaid tax, interest, additions or ent thereof, remains unpaid. The smount of such certifies this to be a true and correct copy penalties this to be a liver sure vortices and which, a penalties thereon due from such this payer, and which, a penalties in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager in a remaining or manager ith of Pennsylvania upon the texpeyer's property, unpaid tax, interest, additions or penalti real, personal, or both, as the case may be.

SECRETARY OF REVENUE

LA AUTHORIZED DELEGATE

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DOCKET # 794-1927	_
DATE 7-28-87	
FEES	

COURT OF COMMON PLEAS OF CCLUMEIA

COUNTY, PENNSYLVANIA

REV-159 CM + (2-86)

19-05630-5

JC 8705-0255

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

VS:

FERRE, D JUSEPH

T/A BREWERS CUILET 1647 W FRONT ST

BERWICK

PA 18603

TO THE PROTHONOTARY OF SAID COURT:

Pursuant to the laws of the Commonwealth of Pennsylvania there is herewith fransmitted a Certified Copy of a Liento be entered of record in your County.

CERTIFIED COPY OF LIEN

BY: BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105-8901

CLASS OF TAX	TAX PERIOD (OR DUE DATE: 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER A	TAX 5	TOTAL
S & U	08/01/85 08/31/86	02/12/87	LU-50452 1	4,493.38	4,844.
SEU	09/01/86 09/30/86	62/20/87	LU-54322	3,210.20	4,886.(
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INTEREST COMPUTATION DATE C7/65/87		TOTALS	7,703.58	9.730.0	
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The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania. dertifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid fax. Interest, additions or penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the faxpayer's property real, personal, or both, as the case may be

> SECRETARY OF REVENUE ICH AUTHORIZED DEUFGATE

DATE



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DOCKEF#_	-27F8 1 153			
DATE	4-418			
FEES	9.00			

COURT OF COMMON PLEAS OF CULUMBIA

COUNTY, PENNSYLVANIA

REV 159 CM + (2-66)

19-05630-5

JC 8709-0227

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

VS:

FERRO, U JOSEPH

T/A BREWERS OUTLET 1647 M FRORT ST

BERRICK

PA 16603

TO THE PROTHONOTARY OF SAID COURT. Pursuant to the laws of the Commonwealth of Pennsylvania, there is nerewith transmitted a Cartified Copy of a Lien to be entered of record in your County.

CERTIFIED COPY OF LIEN

BY: BUSEAU OF COMPLIANCE POST OFFICE BOX 8901 HAPRISBURG, PA 17105-8901

CLASS OF TAX	TAX PERIOD (OR DUE DATE)	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IDENTIFYING NUMBER	TAX 5	TOTAL 6
SEU	03/01/87 03/31/87	06/05/87	u-77267	3,401.78	4,181.30
INPEREST COM	PUTATION DATE 1	1/05/87	TOTALS .	3,401.76  FILING FEE:51  ADDITIONAL INTEREST	4,18),30 9,00

The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania. cortiles this to be a true and correct copy of a sen against the above-named taxpayer for unpaid tax, interest, additions or penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsyrvania upon the taxpayer's property. real, personal, or both, as the case may be.



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DOCKET #_ #137.1989
DATE 23-58
FEES

COURT OF COMMON PLEAS OF COLUMBIA

COUNTY, PENNSYLVANIA

REV-159 CM + (2-86)

19-05630-5

JC 8710-0151

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

VS:

FERROSD JOSEPH

· T/A BREWERS GUTLET 1647 & FRENT ST BERWICK

PA 18663

TO THE PROTHONOTARY OF SAID COURT. Pursuant to the laws of the Commonwealth of Pennsylvania, there is nerewith transmitted a Certified Copy of a Lien. to be entered of record in your County.

CERTIFIED COPY OF LIEN

BY: BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17103 8901

= 1	6	YAX 5	IDENTIFYING NUMBER	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	TAX PERIOD (OR DUE DATE)	CLASS OF TAX
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INTEREST COMPUTATION DATE 12/07/87 TOTALS 31.58	249.1	 31.58	TCTALS	2/07/67	APUTATION DATE 12	INTEREST CON

The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania, certifies this to be a true and correct copy of a lien against the above-named taxpayer for unduid tax, interest, additions or penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such penalties thereon due from such taxpayer and wruch, after defining for payment the commonwealth of Penrisylvania upon the taxpayer's property real personal, or both, as the case may be

> SECHETARY OF PEVENUE op syrumetry of 15 tre.



DOCKET # <u>K 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 </u>
DATE 4-27-88
FEES

COURT OF COMMON PLEAS OF COLUMBIA

COUNTY, PENNSYLVANIA

19-05630-5

JC 8816-0103

REV-159 CM + (2-86)

VS:

FERRO,D JOSEPH

T/A BREWERS GUTLET 1647 M FRONT ST

BERNICK

PA 18693

TO THE PROTHONOTARY OF SAID COURT: Purguant to the laws of the Commonwealth of Pennsylvania, there is herewith transmitted a Certified Copy of a Lien.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF REVENUE

to be entered of record in your County.

CERTIFIED COPY OF LIEN

BY: BUREAU OF COMPLIANCE POST OFFICE BOX 8901 HARRISBURG, PA 17105-8901

CLASS OF TAY	TAX PERIOD (OR DUE DATE)	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IDENTIFYING NUMBER	ŤAX 5	TOTAL
5 & U	11/01/87	01/22/88	LU-51246	34.80	221.86
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'NTEREST C	OMPUTATION DATE	88/60/	TOTALS	34,80	221.86
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				ADDITIONAL INTEREST	
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The undersigned, the Secretary of Revenue (or his authorized deregate) of the Commonwealth of Pennsylvania. nen fies this to be a true and correct copy of a ken against the above-named tax payer for unpaid tax interest, additions or penalties thereon one from such taken ever and which, after demand for payment thereof, remains unpaid. The amount of such ungaid tax, interest, additions or penalties is a schenic favor of the Commonwealth of Pennsylvania upon the taxbayer's croperty real, personal, or both, as the case may be

SECRETARY OF REVENUE (17401.20 Casinohtua no.

**MORTGAGE** 

BEING a part of the premises conveyed to grantors herein by deed of Arthur Getling, Almedia Getling, and Ella Getling, all unmarried, and of the Township of North Center, Columbia County, Perusylvania, dated March 26, 1951, necorded March 29, 1951, Deed Book 152 Page 220.

PARCEL B, Briar Creek Borough Property: All THAT CERTAIN described tract or lot of land situate in the Borough of Briar Creek, County of Columbia, State of Pennsylvania, bounded and described as follow: BEGINNING at an iron pin corner on the south side of Orchard Way said point being north 88 degrees 00 minutes east a distance of 75 feet from the northeast corner of lands now or formerly owned by David McElrath and formerly James R. McElrath, Jr., et ux; THENCE along other lands formerly of the said James R. McElrath, Jr., et ux, south 13 degrees 10 minutes west a distance of 135 feet, more or less, to the north side of Sunset Drive; THENCE along the north side of Sunset Drive; degrees 22 minutes east a distance of 130 feet to a point on a curve to the left at the intersection of Sunset Drive and a right of way having a width of 50 feet (25 feet within the Borough of Berwich and 25 feet within the Borough of Briar Creek and known sometimes as Borough Line Road); THENCE continuing on a curve to the left along the intersection of Sunset Drive and said right of way referred to above to a point on the west side of said right of way; THENCE along the west side of said right of way [sometimes referred to as Borough Line Road] north 13 degrees 10 minutes east a distance of 160 feet, more on less, to a point on a curve to the left at the intersection of Orchard Way, and said right of way referred to above; which has the address of b,... 2000 Orchard Way, Berwick.

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

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

PENNSYLVANIA-1 to 4 Family-6/75-FINIA/FREMC UNIFORM INSTRUMENT. Personal source and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and street and stre

il VIII Sand Book 32 Wage 193 seed 17-18.

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

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or

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

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds.

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

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

principal on any Future Advances.

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

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured

against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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

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

by Borrower.

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

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

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

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

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

20. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those tents actually received.

premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lenoer and the receiver shall be liable to account only for those rents actually received.

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

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without absence to Burrower shall may all costs of recordation, if any.

charge to Borrower. Rorrower shall pay all costs of recordation, if any.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Jagob F. Touth

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		Kendleen	a 0 - 5	Fund.	
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COMMONWEALTH OF PENNSYLVANIA,		elumbia	County s	<b>F</b> :	•
On this, the 30th day of	De	cember 1081	hefore me	a Notar	ıs
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to when			known t	(	41-5
provent to be the personywhose names.	60146 6010	scribed to the with	in instrument :	and acknowl	edged that
they executed the same for the pur	rposes herein cor	tained.			2011 PM 101
IN WITNESS WHEREOF, I hereunto set my	y hand and offici	al east		(30)	Burney
,	y nana una ome	TI SCAII			$\mathcal{A}_{N}(\mathcal{S})$
My Commission expires: 3/8/85.	7	A .	a.	4 5 7 18	
,		Notary		- 13 3	X 40
		Nozany	ryibeic	-1/2	34,50
		TR	ile of Officer		Canal Co
				-32	
It is hereby certified that the precise residence a 101 East Front Street	iddress of the M	ortgagee herein nar	med is:		
Berwick, Penna, 18603		,			
		1.10	≤ <i>X</i> ) ()	ر :	./
		<i>₩</i>		Mary Market	<del></del>
		For Lender and Record			<u> </u>
Paragraph 2 hereof entitled "Fund such Funds shall be established o	is for Taxes	and Insuranc	e" is hereb	y waived	and no
Commonwealth of Pennsylvania	or required.		FIRST EAST		N.A
SS.			By (1)-1)	my fresh	
County of Columbia 11:51 a.m.			•		
Recorded on this 31st	day of Dec		A	D. 1981	, in the
Recorder's Office of said County, in Mortgage I		Volu Volu		D. 1781	Page 810
Given under my hand and the seal of the					** = \$10
·	0	- 14			
Goralla.	d Dent	15/1/X	relail	ackero_	Recorder
DEC 31 11 53 AM '81	, ,	710	fichel,	T	
16 mail		()"			
02 () 331 (12 XAT		V		V	
Td TOO TIEMOTOO	,				
COLUMN: CO. PA. REC'D ST RECORDER		andrea .			
#373	60:0K	207 ac 8.	14		•

# This Indenture,

Made the 1924 day of April Lord one thousand nine hundred and eighty five (1985)

in the year of our

Alettucen D. JOSEPH FERRO, AND KATHLEEN T. FERRO, His wife, of Berwick, Columbia County, Pennsylvania,

MORTGAGORS

AND

FIRST EASTERN BANK, N.A., A CORPORATION existing and incorporated under the laws of the United States of America,

MORTGAGEE

with interest at the rate of one percent (1%) per annum above the base of First Eastern Bank, N.A. in effect from time to time hereafter, and as such rate is changed, the interest shall accrue at the new rate effective on the day of such change; provided, however, under no circumstances shall the interest charged exceed the maximum rate allowed by Pennsylvania law. Interest is to be calculated on the unpaid monthly balances until paid, payable as follows:

During the term of this obligation interest shall be paid on the  $1/2^{4}$  day of each month computed per diem on the principal advances then outstanding.

All payments received are to be applied first to payment of interest and balance to principal, with the principal payable on demand.

The mortgagors have the privilege to repay at any time without premium or fee the entire balance of principal or any part thereof.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than Forty Five Thousand (\$45,000.00)-----

or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or the Mortgagor s herein,

Nom, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagor do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

847 346 PAR 847

with the appurtenances.

To Have and to Hold to the said Mortgagee , its Successors and Assigns forever

Provided that the said Mortgagee , its Successors or Assigns upon default for days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for days after written notice of its being due shall have been given to the Mortgagor or resentatives, or mailed to proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

Provided Also, However, that if the said Mortgagors , or their Representatives shall without default pay to the said Mortgagee , its Successors or Assigns, the said principal sum. with interest, and premiums, or in case of default and of legal process shall before actual sale, pay the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby granted, and the said Obligation shall become void.

Milness the hand	and see of the said Mortgagne	
Signed, Scaled and Pelivered in the presence of	b joseph Ferro	S.
or the presence of	- ANTHEEN T. FERRO	S
1. W. Worker	<b>&gt;</b>	Sã
- BOOK 346 PASE 849		S
CPO 30N OPO 403		Sal

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS

Plaintiff : OF COLUMBIA COUNTY

VS.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife,

: M. 26-91 E.O.

Defendants

: NO. 295 - CIVIL - 1991

### WAIVER OF WATCHMAN

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property of the Defendants, D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife, located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania.

You are hereby released from all responsibility in not placing watchman or insurance on real property levied on by virture of this writ.

NOGI, APPLETON, WEINBERGER & WREN

MYLÆS R. WREN, ESQUIRE At¢drney for Plaintiff

240 Penn Avenue Scranton, PA 185Ø3 PHONE: (717) 963-8880 FIRST EASTERN BANK, N.A.,

: IN THE COURT OF COMMON PLEAS

Plaintiff

: OF COLUMBIA COUNTY

VS.

CIVIL ACTION

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife, : M. 26-9/ (E.O.

Defendants

: NO. 295 - CIVIL - 1991 

### NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife:

Your property located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is scheduled to be sold at Sheriff's Sale on Thursday , 1991, at  $\underline{10:00}$  A.M., in the Office of the Sheriff of Columbia County, Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA., to enforce the Court Judgment of \$55,010.53, together with costs, and interest from February 6, 1991, at the per diem rate of \$11.667, obtained by the judgment creditor against you.

## NOTICE OF OWNER'S RIGHTS

## YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

The sale will be cancelled if you pay to the Sheriff's office the amount of the judgment plus interest, late

- 4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
- 5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
- 6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.
- 7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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

COLUMBIA COUNTY COURTHOUSE COURT ADMINISTRATOR BLOOMSBURG, PENNSYLVANIA 17815 TELEPHONE: (717) 784-1991 EXT. 40

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS

Plaintiff : OF COLUMBIA COUNTY

VS.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife, : No. 26-91 E.O.

Defendants

: NO. 295 - CIVIL - 1991

#### STATEMENT PURSUANT TO RULE 3129.1

FIRST EASTERN BANK, N.A., 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 at SEE ATTACHED EXHIBIT "A":

Name and address of Owner(s) or Reputed Owner(s):

Name

Address (if address cannot be reasonably ascertained, please so indicate)

D. JOSEPH FERRO and KATHLEEN T. FERRO

R.D. #2, Box 431 C Berwick, PA 18603

2. Name and address of Defendant(s) in the judgment:

Name

Address (if address cannot be reasonably ascertained, please so indicate)

D. JOSEPH FERRO and KATHLEEN T. FERRO

R.D. #2, Box 431 C Berwick, PA 18603

3. Name and last known addre	ess of every judgment creditor whose
judgment is a record lien on	the real property to be sold:
Name	Address (if address cannot be reasonably ascertained, please so indicate)
FIRST EASTERN BANK, N.A. First Eastern Plaza COMMONWEALTH OF PA	Public Square Wilkes-Barre, PA
Department of Revenue Bureau of Compliance	P.O. Box 8901 Harrisburg, PA 17105-8901
WILLIAM L. HIXSON FIRST NATIONAL BANK OF	R.D. #1 Berwick, PA 18603 111 West Front Street
BERWICK FENSTEMAKER & SONS	Berwick, PA 18603 R.D. #4, Box 4705 Berwick, PA 18603
SEARS & ROEBUCK CO.	P.O. Box 126 Catwsaugua, PA 18032
4. Name and address of the l	ast recorded holder of every
mortgage of record:	
Name	Address (if address cannot be reasonably ascertained, please so indicate)
FIRST EASTERN BANK, N.A. First Eastern Plaza	Public Square Wilkes-Barre, PA 18768
	person who has any record lien on
the property:	
Name	Address (if address cannot be reasonably ascertained, please so indicate)
NONE	
•	

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

NONE

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

Name

Address (if address cannot be reasonably ascertained, please so indicate)

NONE

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

3-7-91

DATE

MYLES R. WREN, ESQUIRE Attorney for Plaintiff

#### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike;

THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike;

THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike;

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike;

THENCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et ux, and

lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R. S., dated September 30, 1976.

BEING the same premises conveyed to D. Joseph Ferro and Kathleen T. Ferro, his wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS

Plaintiff : OF COLUMBIA COUNTY

vs.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife, : No. 24-91 E.O

Defendants

: NO. 295 - CIVIL - 1991

### PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue Writ of Execution in the above matter against the above named Defendants.

> Principal Interest through 2/5/91 Attorney's Fees

\$40,000.00

- \$11,010.53 \$ 4,000.00

Costs (to be determined)

TOTAL

- \$55,010.53

Together with costs, and interest from February 6, 1991, at the per diem rate of \$11.667.

Attached as Exhibit "A" is a description of the property.

DATE: 3-7-91

MYKES R. WREN, ESQUIRE

Attorney for Plaintiff"

#### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike;

THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike;

THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike;

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike;

THENCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et ux, and

lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R. S., dated September 30, 1976.

BEING the same premises conveyed to D. Joseph Ferro and Kathleen T. Ferro, his wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS

Plaintiff

: OF COLUMBIA COUNTY

VS.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife, : no. 26-91 E.O.

Defendants

295 - CIVIL - 1991

### AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LACKAWANNA

MYLES R. WREN, ESQUIRE, being duly sworn according to law, does depose and say that he did, upon request of Plaintiff, investigate the status of the Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally by himself and your affiant avers that the Defendants are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940.

MYLES R. WREN, ESQUIRE

Sworn to and subscribed before me this \_// day of \_\_\_\_\_, 1991.

NOTARY PUBLIC

NOTARIAL SEAL ARLENE JACOBS, Notary Public Scranton, Lackswanns County My Commission Expires JULY 8, 1991

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS

Plaintiff

: OF COLUMBIA COUNTY

VS.

: CIVIL ACTION - LAW

D. JOSEPH FERRO and

KATHLEEN T. FERRO, his wife, : No. 26-916-10

Defendants

: NO. 295 - CIVIL - 1991

### WAIVER OF WATCHMAN

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property of the Defendants, D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife, located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania.

You are hereby released from all responsibility in not placing watchman or insurance on real property levied on by virture of this writ.

NOGI, APPLETON, WEINBERGER & WREN

MYLES R. WREN, ESQUIRE Atedrney for Plaintiff

240 Penn Avenue Scranton, PA 18503 PHONE: (717) 963-8880



### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - F. O. BOX 180 BLOOMSBURG, FA 17815

PHONE

(717) 784-1991

24 HOUR PHONE (717) 784-6300

vate:	April 1, 1991	
To:	Office of F.A.I.R. Department of Public Wel: P.O. Box 8016 Harrisburg, Pa. 17105	fare - -
Re:	First Eastern Bank, N.A.	VS. D. Joseph Ferro and Kathleen T. Ferro
No:	26 of 1991 ED	No: 295 of 1991 JU
Dear		
	Enclosed is a notice of an upo	coming Sheriff's Sale. If you have any
	s against this property, notif	
		ne with any questions you may have.

Harry A. Roadarmel, Jr. Sheriff of Columbia County

Respectfully,



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

P11/3NE (717) 784-1991

Date:April 1, 1991	· -
To: Small Business Administ 20 N. Pennsylvania Ave. Room 2327 Wilkes-Barre, Pa. 18701	• •
Re: First Eastern Bank, N.A.	VS. D. Joseph Ferro and Kathleen T. Ferro
No: 26 of 1991 ED	No: 295 of 1991 JU
Dear Sir:	
Enclosed is a notice of an upco	oming Sheriff's Sale, If you have any
claims against this property, notify	y this office <u>IMMEDIATELY</u> .
Please feel free to contact me	e with any questions you may have.
•	Respectfully,
	Harry A. Roadarmel, Jr. Sheriff of Columbia County



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - F. O. BOX 380 BLOOMSBURG, FA 17815

PHONE (717) 784-1991

Date:	<u>April 1,</u>	1991				
To:	_IRS					
	P.O. Box	12050				
	Philadelp	hia, Pa. 191	06			
	Attention	ı: Special Pr	ocedures Func	tion		
			·			
Re: F	irst Easter	n Bank, N.A.	vs.D. Jose	ph Ferro and Kat	thleen T. Fern	ro
No:	26 o	of 1991 ED	No: 295	of 1991	JĐ	
·						
Dear S	ir:					
E	inclosed is a	notice of an u	pcoming Sheriff	's Sale, If you h	ave anv	
			ify this office	·.	ove any	
	Please feel	free to contact	me with any qu	estions you may ha	ve.	
Note:	of Executi	on, copy of	y of the Writ the Sale Bill lien holders	, wespectiury,		
•				Harry A. Roada Sheriff of Col		



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

PHIONE 1717) 784-1991

Date	:Apri	11 1, 1991	····						
To:	Depart Bureau P.O. I	nwealth of Reviewed to the Account Box 2055	renue 's Seff		· .				
				_					
Re: F	irst Eas	stern Bank,	N.A.	VS.D.	Joseph	Ferro and	Kathle	een T.	Ferro
No:	26	of 1991	ED	No:	295	of	1991	JD	
Dear		is a notice o	of an up	coming St	eriff's	Sale, If y	ou have	any	
		t this propert							
		feel free to o					y have.		
						Respectful	ly,		
	ť					Harry A. R Sheriff of	oadarnie Columb	l, Jr. ia Coun	ıty



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

MIII)NE (7 17) 784-1991

Date: <u>April 1, 1991</u>	<b></b>
Thomas C. Zerbe Jr.  Deputy Attorney General  Collections Unit  Fourth and Walnut Sts.  Harrisburg, Pa. 17120	- - - - -
Re: First Eastern Bank, N.A.	VS. D. Joseph Ferro and Kathleen T. Ferro
No: 26 of 1991 ED	No: 295 of 1991 JD
Dear Sir:	
Enclosed is a notice of an upc	oming Sheriff's Sale, If you have any
claims against this property, notif	y this office <u>IMMEDIATELY</u> .
Please feel free to contact m	e with any questions you may have.
	Respectfully,
	Harry A. Roadarmel, Jr. Sheriff of Columbia County



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

PRONE (717) 784-1991

Date:	A <sub>]</sub>	pril 1,	1991		<del></del>						,
10:	Tax (	ine M. G Collector Box 246 ick,Pa.	r 3								
Re:	First	Eastern	Bank,	N.A.	VS <u>D.</u>	Joseph	Ferro	and Ka	thleen	T.	Ferro
No:	26	of	1991	_ED	No:	295	of	1991	JD		
Dear S	Sir:										
E	nclose	ed is a no	tice of	an upo	coming Sh	eriff's	Sale,	If you h	ave any	ı	
		ist this p							v		
	Please	feel fre	e to co	ntact m	ne with a	iny quest	ions yo	u may ha	ve.		
Not	e: Plo a o	ease send copy of	d to thall un	he She -paid	eriff's Tax's.	Office	Respec	tfully,			
	,						Harry Sherif	A. Roada F of Col	rmel, J umbia C	r. ount	y



## SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991 COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

Date: <u>April 1, 1991</u>	-
Io: Sears & Roebuck Co. P.O. Box 126 Gatwaaugua, Pa. 18032	- -
Re: First Eastern Bank, N.A.	VS. D. Joseph Ferro and Kathleen T. Ferro
No: 26 of 1991 ED	No: 295 of 1991 JD
Dear Sir:  Enclosed is a notice of an upc	coming Sheriff's Sale, If you have any
claims against this property, notif	
Please feel free to contact m	e with any questions you may have.
•	Respectfully,



### SHERIFF OF COLUMBIA COUNTY

1960NE (717) 784-1991

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

24 HOUR PHONE (717) 784-6300

Date:	April 1, 1991						
To:	Fenstermaker & Sons RD#4 Box 4705 Berwick, Pa. 18603						
	irst Eastern Bank, N.A.  26 of 1991 ED				· · · · · · · · · · · · · · · · · · ·	Τ.	Ferro
Dear S	Sir:						
	inclosed is a notice of an upco				u have any		
claims	against this property, notify	this office	MMEDIA1	ELY.			
	Please feel free to contact me	e with any qu	Jestions y	ou may	have.		
	•			ectfully			



### SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

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

21 HOUR PHONE (717) 784-6300

Date:	April 1, 1991
To:	First National Bank of Berwick 111 West Front Street Berwick, Pa. 18603
Re:	First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro
No:	26 of 1991 ED No: 295 of 1991 JD
	Enclosed is a notice of an upcoming Sheriff's Sale, If you have any
claim	s against this property, notify this office IMMEDIATELY.
	Please feel free to contact me with any questions you may have.
	Respectfully,



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

FUONE (717) 784-1991

71 HOUR DROWN (717) 781-6300

Date: <u>April 1, 1991</u>	
lo: Mr. William L. Hixson RD#1 Berwick,Pa. 18603	
Re: First Eastern Bank, N.A. No: 26 of 1991 HD	VS. D. Joseph Ferro and Kathleen T. Ferro No: 295 of 1991 (J)
Dear Sir:	
Enclosed is a motice of an upo	oming Sheriff's Sale, If you have any
claims against this property, notif	y this office IMMEDIATELY.
Please feel free to contact m	me with any questions you may have.
	Respectfully,
	Harry A. Roadarmel, Jr. Sheriff of Columbia County



### SHERIFF OF COLUMBIA COUNTY

01020 (717) 784-1991 COURT HOUSE - P. O. BOX 380 BEOOMSBURG, PA 17815

21 DOME PHONE (717) 784 6300

Date:	April 1, 1991
fo:	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance P.O. Box 8901 Harrisburg, Pa. 17105-8901
Re: Fi	rst Eastern Bank, N.A. VS.D. Joseph Ferro and Kathleen T. Ferro
No: <u>2</u>	6 of 1991 to No: 295 of 1991 do

Dear Sir:

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

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

Respectfully.



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

PHONE (717) 784-1991

PRESS/ENTERPRISE

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

24 HOUR PHONE (717) 784-6300

Lackawanna Avenue Bloomsburg, PA 17815	·
Date: <u>April 1, 1991</u>	
Re: Sheriff's Sale Advertising Dates	
First Eastern Bank, N. A.vs. D. Joseph	Ferro and Kathleen T. Ferro
No. 26 of 1991 ED No. 295	of 1991 JD
Dear Sir:	
Please advertise the enclosed SHERIFF SALE	on the following dates:
1st week <u>May 2, 1991</u>	
2nd week <u>May 9, 1991</u>	
3rd week May 16, 1991 ·	•

Feel free to contact me it you have any questions.

Respectfully,

Harry A. Roadarmel, Jr. Sheriff



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