

SHERIFF'S SALE

Distribution Sheet

GUARANTY BANK, N.A.
 NO. 1168 of 1990 JD
 NO. 3 of 1991 ED

COLUMBIA HOUSE, INC. WARREN L. BAUGHMAN
 VS. Jr. DORIS BAUGHMAN, MARK D. FREY AND
 KATHY A. FREY
 DATE OF SALE: March 21, 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) Thursday March 21, 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 Guaranty Bank, N.A. for the price or sum of Three Thousand, Six Hundred, Fifteen, Sixty-two Dollars. \$3,615.62 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>50,001.00</u>	
Poundage	<u>1,000.02</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>3,615.62</u>
Amount Paid Down		<u>750.00</u>
Balance Needed to Purchase		<u>2,865.62</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>313.00</u>	
Poundage	<u>1,000.02</u>	\$ <u>1,313.02</u>
Newspaper		<u>291.17</u>
Printing		<u>----</u>
Solicitor		<u>50.00</u>
Columbia County Prothonotary		<u>----</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>34.00</u>
	Realty transfer taxes	
	State stamps	
Tax Collector (Catawissa Township)		<u>318.00</u>
Columbia County Tax Assessment Office.... Delinquent.....		<u>1,570.43</u>
State Treasurer		<u>34.00</u>
Other: Tax Claim		<u>5.00</u>

TOTAL EXPENSES: \$ 3,615.62

Total Needed to Purchase	\$ <u>3,615.62</u>
Less Expenses	
Net to First Lien Holder	
Less First Deposit	<u>750.00</u>
Total to First Lien Holder	\$ <u>2,865.62</u>

Sheriff's Office, Bloomsburg, Pa. }

So answers Balance in 8 Days

2,865.62

HARRY A. ROADARMEL

Sheriff

HARRY A. ROADARMILL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 499
BLOOMSBURG, PA 17815

REGISTERED MAIL
CERTIFIED MAIL

1991
APR 1 1991

April 1, 1991

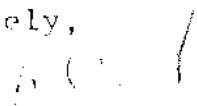
Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#2526 in the amount of \$291.17, which represents payment for the advertising of the Sheriff's Sale No. 3 of 1991, Guaranty Bank, N.A. Vs Columbia House.

If you have any questions, please contact us.

Sincerely,


J. H. Dent
Deputy Sheriff

HARVEY A. ROADBARI, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 288
COLUMBIA, SC 29202

10000
04/01/91 10:00

04/01/91 10:00
04/01/91 10:00

April 1, 1991

Mrs. Ruth E. Lynn, Tax Collector
RR#1 Box 342
Catawissa, Pa. 17820

Dear Mrs. Lynn:

Enclosed is CK#2529 in the amount of \$318.00, which represents payment for the owed Tax's on the Columbia House property, sold at Sheriff's Sale.

If you have any questions, please contact us.

Sincerely,

J.H. Dent
Deputy Sheriff

HARRY A. ROADBAUGH JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 888
BLOOMSBURG, PA 17815

10000
(717) 781-1000

10000
(717) 781-6000

April 1, 1991

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

Dear Sir:

Enclosed is CK#2527 in the amount of \$50.00, which represents payment for the Sheriff's Sale No. 3 of 1991, Guaranty Bank Vs Columbia House

Thank you very much, your good.

Sincerely,

J.H. Dent
Deputy Sheriff



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280602
HARRISBURG, PA 17128-0602

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

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

Name: Harry A. Roadarmel Sheriff Telephone Number: _____
Area Code (717) 784-1991
Street Address: P.O. Box 380, Court House, Bloomsburg, Pennsylvania 17815 City: _____ State: _____ Zip Code: _____

B TRANSFER DATA

Grantor(s)/Lessor(s): Harry A. Roadarmel Sheriff Date of Acceptance of Document: _____
Grantee(s)/Lessee(s): Guaranty Bank, N.A.
Street Address: P.O. Box 380 Court House Street Address: 10 South Market Street
City: Bloomsburg, Pennsylvania 17815 State: _____ Zip Code: _____ City: Shamokin State: Pennsylvania Zip Code: 17872

C PROPERTY LOCATION

Street Address: RD#2 Box 1 City, Township, Borough: Catawissa
County: Columbia School District: Southern Tax Parcel Number: 09-04-35

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
	+	=
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	x	=

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100%	100%

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☒ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number 421, Page Number 904
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

Signature of Correspondent or Responsible Party	Date
Harry A. Roadarmel <i>Harry A. Roadarmel</i>	4/1/91

(SEE REVERSE)

**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date 4/7/91, 1991

OWNER OR REPUTED OWNER

Columbia House Inc.
Owner since 12/88
Former Owner: Mought, Robert W. & Ethel

DESCRIPTION OF PROPERTY

3.53 A.

PARCEL NUMBER

09-0000

IN Columbia Township

Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 1989.
1990 Taxes will be returned to the Tax Claim Bureau
on 2/1/91. Interest and Cost will then be added.
Requested by: Harry A. Goodknecht, Jr.

Sherriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE \$5.00

FEE \$2.00

4-1-91

Please call for payoff on 1990 Delinquent Taxes

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

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

4. Article Number
P 290 904 559

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Harry Roz

7. Date of Delivery
JAN 23 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

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

4. Article Number
P 290 904 554

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
JAN 24 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

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

4. Article Number
P 290 904 556

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Bill Bright

7. Date of Delivery
JAN 23 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

3. Article Addressed to:
John B. Belinsky
110 Cross Road
Bloomsburg, Pa. 17815

4. Article Number
P 290 904 551

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X John Belinsky

6. Signature — Agent
X

7. Date of Delivery
JAN 23 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

3. Article Addressed to:
Betty J. McMahan
110 Cross Road
Bloomsburg, Pa. 17815

4. Article Number
P 290 904 552

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

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X

6. Signature — Agent
X Betty J. McMahan

7. Date of Delivery
JAN 23 1991

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

the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery 3 (Extra charge)

4. Article Number P 290 904 553	
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.	
8. Addressee's Address (ONLY if requested and fee paid)	
3. Article Addressed to: Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut St., Harrisburg, Pa. 17120	
5. Signature - Addressee <input checked="" type="checkbox"/>	Signature - Agent <input checked="" type="checkbox"/>
7. Date of Delivery JAN 24 1989	

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 3 (Extra charge)

3. Article Addressed to: IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Procedures Function A	4. Article Number P 290 904 555 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 <input checked="" type="checkbox"/>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <input checked="" type="checkbox"/>	
7. Date of Delivery	

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

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do 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 3 (Extra charge)

3. Article Addressed to: Mrs. Ruth E. Lynn, Tax Collector RD#1 Box 342 Catawissa, Pa. 17820	4. Article Number P 290 904 558 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 <input checked="" type="checkbox"/>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <input checked="" type="checkbox"/>	
7. Date of Delivery JAN 1-23-91	

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 3 (Extra charge)

3. Article Addressed to: Office of F.A.I.R. Department of Public Welfare P.O. Box 8016 Harrisburg, Pa. 17105	4. Article Number P 290 904 557 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 <input checked="" type="checkbox"/>	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent <input checked="" type="checkbox"/>	
7. Date of Delivery JAN 24 1991	

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.3 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 MARCH 21, 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 THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Numidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J.L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

CONTAINING 3.41 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969. Upon which is erected a large frame hotel, restaurant and apartment.

TRACT NO. 2

BEGINNING at an iron pin on the western right-of-way line of State Highway Route No. 42 leading from Catawissa to Numidia in line of lands now or formerly of John Fortner; thence by the curve of the right-of-way of said State Highway in a southerly direction, 88 feet to the point of intersection of the westerly right-of-way line of State Highway Route No. 242 leading to Elysburg; thence by the curve of the western right-of-way line of said State Highway Route No. 242 in a southwesterly direction, 186 feet to an iron pin in line of lands now or formerly of John Fortner; thence by line of lands now or formerly of said John Fortner, North 10 degrees 5 minutes East, 243 feet to a stone; thence by same, North 54 degrees 54 minutes East, 41 feet to the iron pin on the western right-of-way line of State Highway Route No. 42, the place of BEGINNING.

CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P. E., in December, 1969.

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.

SEIZED AND TAKEN into execution at the suit of GUARANTY BANK, N.A., against COLUMBIA HOUSE, INC. WARREN L. BAUGHMAN, Jr. DORIS BAUGHMAN, MARK D. FREY AND KATHY A. FREY, and will be sold by:

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

HARD J. ROBERTS, Jr. Esquire

Guaranty
Bank

27006

REMITTER

Columbia House/ 3 Points

March 21 19 91

60-263/313

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 2,865.62

PAY EXACT 2,865 AND 62/100

DOLLARS

CASHIER'S CHECK

Verrell D. E.V.P.

⑈0027006⑈ ⑆031302638⑆ 75 750 0⑈

DK

**SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET**

GUARANTY BANK, N.A.

COLUMBIA HOUSE, INC. WARREN L.
VS BAUGHMAN, Jr. DORIS BAUGHMAN, MARK
D. FREY AND KATHY A. FREY

NO. 3 of 1991 E.D. NO. 1168 of 1990 J.D.

DATE OF SALE: March 21, 1991 10:00 A.M.

BID PRICE (INCLUDES COSTS)	\$ <u>50,001.00</u>
POUNDAGE 2% BID PRICE	\$ <u>1,000.02</u>
TRANSFER TAX 2% BID PRICE	\$ _____
MISC. COSTS	\$ _____

TOTAL NEEDED TO PURCHASE

\$ 51,001.02

PURCHASER(S) : Guaranty Bank N.A.
ADDRESS : 10 South Market St., Shawnee, Mo. 64732
NAME(S) ON DEED: Guaranty Bank N.A.
PURCHASER(S) SIGNATURE(S) : [Signature]

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE	\$ <u>3,615.62</u>
LESS DEPOSIT	\$ <u>750.00</u>
DOWN PAYMENT	\$ _____
AMOUNT DUE IN EIGHT DAYS	\$ <u>2,865.62</u>

SHERIFF'S SALE - COSTS SHEET

GUARANTY BANK, N.A.

COLUMBIA HO 3, INC. WARREN L. GAUGHMAN
Jr. DORIS BAUGHMAN, MARK D. FREY AND
KATHY A. FREY

NO. 3 of 1991 E.D. NO. 1168 of 1990 J.D. DATE OF SALE March 21, 1991
10:00 A.M.

DOCKET & LEVY	\$ 21.00
SERVICE	112.00
MAILING	19.80
ADVERTISING, SALE BILLS & NEWSPAPERS	18.00
POSTING HANDBILLS	14.00
MILEAGE	13.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER <u>COPIES</u>	63.00
DEPUTIZE Lycoming Co	26.20
TOTAL	\$ 313.00

PRESS-ENTERPRISE, INC.	\$ 291.17
HENRIE PRINTING	—
SOLICITOR'S SERVICES	50.00
TOTAL	\$ 341.17

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	—
	OTHER	—
TOTAL		\$ —

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	14.00
	OTHER	—
TOTAL		\$ 34.00

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19 <u>1</u>	\$ 318.00	
SCHOOL TAXES, DISTRICT <u>19</u>	—	
DELINQUENT TAXES, 19 <u>90</u> , 19 <u> </u> , 19 <u> </u> , 19 <u> </u>	1,570.43	
TOTAL	\$ 1,888.43	

MUNICIPAL RENTS:		
SEWER - MUNICIPALITY <u>19</u>	\$	
WATER - MUNICIPALITY <u>19</u>		
TOTAL	\$	

SURCHARGE FEE: (STATE TREASURER) TOTAL	\$ 34.00
--	----------

MISCELLANEOUS: <u>Tax claim</u>	\$ 5.00
---------------------------------	---------

TOTAL	\$ 2,613.60
TOTAL COSTS	\$

1,000.02
<u>3,613.62</u>
750.00
<u>2,863.62</u>

Michael R. Lynn
Lawyer
115 Iron Street
Bloomsburg, PA 17815
(717) 784-3701
Fax (717) 784-3613

March 5, 1991

Harry A. Roadarmel, Jr.
Sheriff of Columbia County
Columbia County Courthouse
Bloomsburg, PA 17815

Re:

Dear Harry:

Be advised that I represent John B. Solinsky, Sr. and Betty J. McMahon who are the second mortgagees on certain real property currently owned by their debtors, Warren L. Baughman, Jr., Doris Baughman, Mark E. Frey and Kathy A. Frey, and Columbia House, Inc., subject of already processed Writ of Execution No. 3 of 1991, scheduled for sale on Thursday, March 21, 1991 at 10:00 A.M.

Kindly be sure that the second mortgage interest and position of my clients is scheduled and protected relative to that upcoming sale.

For your easy reference I enclose herewith a copy of the Sheriff's Sale Notice describing said property per the foreclosure action initiated by first mortgagee, Guaranty Bank, N.A.

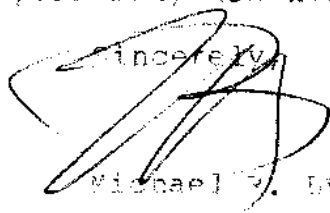
I also enclose for your reference a copy of Security Agreement, Assignment Agreement, UCC1 Statements Guaranty Bank, and Solinsky, McMahon. According the UCC 1 party copy to document my clients precede the bank relative to the perfection of their security interest in equipment, machinery, inventory and UCC licenses.

Please be advised that in this regard that we are making such claim.

Harry A. Roachnell, Jr.
March 5, 1991
Page 2

If you are in need of any further information from me in this regard, please do not hesitate to contact me.

Thank you very much for your many kindnesses.

Sincerely,


Michael D. Lynn, Esquire

MRL/ps

Enclosures: Copy of Sheriff's Sale Notice
Copy of Security Agreement
Copy of Assignment
ECCO Statements

cc: Mr. John Belinsky, Sr. and Betty D. McMahon

Debtor(s) (Last Name First and Address(es))

Secured Party(ies): Name(s) and Address(es)

Columbia House, Inc.
R. D. 2, Box 141
Millville, PA 17846

Mr. John B. Belinsky, Sr.
Ms. Betty J. McMahon
110 Cross Road
Bloomsburg, PA 17815

As of 11:13 AM '88
32979

5. This Financing Statement covers the following types (or items) of property:

Equipment, machinery and inventory
PLCB License No. TR-13020

6. Assignee(s) of Secured Party and Address(es)

☒ Proceeds

☐ Products of the Collateral are also covered.

8. Describe Real Estate Here:

☐ This statement is to be indexed in the Real Estate Records:

Main Road, R. D. 2, Box 1

9. Name of a Record Owner

7. ☐ The described crops are growing or to be grown on:
☒ The described goods are or are to be affixed to:
The lumber to be cut or minerals or the like
(including oil and gas) is on:
(Describe Real Estate in Item 8.)

No. & Street

Town or City Catawissa County Columbia

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

- ☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

COLUMBIA HOUSE, INC.

By Sharon L. Baughman, President
Signature(s) of Debtor(s)

By John B. Belinsky, Sr.
Betty J. McMahon
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

3. ☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First and Address(es)):

Columbia House, Inc.
R. D. 2, Box 141
Millville, PA 17846

2. Secured Party(ies) Name(s) and Address(es):

Guaranty Bank, N.A.
10 South Market Street
P. O. Box 460
Shamokin, PA 17872

4. For Filing Officer: Date, Time, No., Filing Office

Dec 30 11 13 AM '88
32978

5. This Financing Statement covers the following types (or items) of property:

Equipment, machinery and inventory
PLCB License No. TR-13020

6. Assignee(s) of Secured Party and Address(es)

☒ Proceeds

☐ Products of the Collateral are also covered.

8. Describe Real Estate Here.

☐ This statement is to be indexed in the Real Estate Records:

Main Road, R. D. 2, Box 1

9. Name of a Record Owner

7. ☐ The described crops are growing or to be grown on:
☒ The described goods are or are to be affixed to:
The lumber to be cut or minerals or the like (including oil and gas) is on:
*(Describe Real Estate in Item 8.)

No. & Street

Town or City

Catawissa County Columbia

Section

Block

Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):

☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or

☐ acquired after a change of name, identity or corporate structure of the Debtor, or

☐ as to which the filing has lapsed, or

already subject to a security interest in another jurisdiction:

☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:

☐ Consignee(s) and Consignor(s), or

☐ Lessee(s) and Lessor(s).

COLUMBIA HOUSE, INC.

GUARANTY BANK, N.A.

By

By

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL

(3 83)

STANDARD FORM FORM UCC-1 Approved by Department of State of the Commonwealth of Pa.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 3 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 VENUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MARCH 21, 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 THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Mumidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J.L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

CONTAINING 3.41 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969. Upon which is erected a large frame hotel, restaurant and apartment.

TRACT NO. 2

BEGINNING at an iron pin on the western right-of-way line of State Highway Route No. 42 leading from Catawissa to Mumidia in line of lands now or formerly of John Fortner; thence by the curve of the right-of-way of said State Highway in a southerly direction, 88 feet to the point of intersection of the westerly right-of-way line of State Highway Route No. 242 leading to Elysburg; thence by the curve of the western right-of-way line of said State Highway Route No. 242 in a southwesterly direction, 186 feet to an iron pin in line of lands now or formerly of John Fortner; thence by line of lands now or formerly of said John Fortner, North 10 degrees 5 minutes East, 243 feet to a stone; thence by same, North 54 degrees 54 minutes East, 41 feet to the iron pin on the western right-of-way line of State Highway Route No. 42, the place of BEGINNING.

CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P. E., in December, 1969.

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.

SEIZED AND TAKEN into execution at the suit of GUARANTY BANK, N.A., against COLUMBIA HOUSE, INC. WARREN L. BAUGHMAN, Jr. DORIS BAUGHMAN, MARK D. FREY AND KATHY A. FREY, and will be sold by:

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

RICHARD J. ROBERTS, Jr. Esquire

Security Agreement

MADE the _____ day of _____, one thousand, nine hundred and _____

Between COLUMBIA HOUSE, INC.,

herein called DEBTOR

and

JOHN B. BELINSKY, SR., and BETTY J. McMAHAN, as tenants in common

, hereinafter with its successors and assigns called the Secured Party;

Witnesseth: That to secure the repayment of the sum of Sixty-Nine Thousand Five Hundred (\$69,500.00) ----- Dollars, with interest at _____ percent, per annum, evidenced by a promissory note of the Debtor to the Secured Party, containing a confession of judgment dated even date herewith, and to secure future advances to be evidenced by like notes to be made by Secured Party to Debtor at the option of Secured Party within a period of five years from the execution of this Security Agreement, but not to exceed in the aggregate amount of Sixty-Nine Thousand Five Hundred Dollars, Debtor hereby bargains, sells and conveys to Secured Party, its successors and assigns the following described equipment, machinery, inventory and PLCB License No. TR-13020, herein called collateral, as well as future additions and supplements to said collateral in which Debtor shall acquire an interest within said period of five (5) years from the end of this Security Agreement (which _____, together with replacements, additions and supplements thereto are sometimes hereinafter called "collateral"), namely:

Equipment
Machinery
Inventory
PLCB License No. TR-13020

All of which collateral is located at the time of the execution of this Security Agreement on all that certain premises located in _____ Catawissa Township, _____ County of _____ Columbia, and State of Pennsylvania, Briefly described as follows:

Premises described in Record Book 348, at Page 664, in the Recorder's Office of Columbia County, Pennsylvania, and located at R. D. 2, Box 141, Catawissa, Pennsylvania.

This Security Agreement is executed under and pursuant to the Act of the General Assembly of the Commonwealth of Pennsylvania, approved April 6, 1953, P. L. 3 Section 9-101; 12 A. P. S. 9-101, known as the Uniform Commercial Code—Secured Transactions, and it is intended that the same shall be subject to all provisions, rights and powers conferred upon the Secured Party by this action.

This Security Agreement shall include replacements, additions or supplements to any of the collateral herein described and shall also cover the proceeds from the sale of any and all of the collateral.

Any further advances to be made by the Secured Party, at its option in the manner hereinabove set forth shall be secured by this Security Agreement equally and to the same extent as the amount originally advanced by the Secured Party to the Debtor on the Security of this Security Agreement, and all such future advances shall be a lien upon the property hereinabove described from the time of recording of this Security Agreement.

This Security Agreement shall also include any chattel or chattels of any kind or description of the same class of those above described acquired by the Debtor, subsequent to the execution of this Security Agreement.

Debtor warrants, covenants and agrees with the Secured Party, its successors and assigns as follows: (1.) That all statements in the application for this loan are true and correct; (2.) That Debtor alone has clear title to the property hereby secured; (3.) That Debtor will not remove or permit the removal of any part of the collateral from the described premises or sell or encumber said property without the written consent of Secured Party; (4.) That Debtor will care for said collateral in a proper and careful manner; (5.) That Debtor will permit inspection of collateral at any time; (6.) That Debtor will not ask for the benefits of any bankruptcy or insolvency law and will pay when due all rents, taxes, assessments, levies, charges or any liens whatsoever affecting the collateral in any way; (7.) That Debtor will keep the collateral insured, payable to Secured Party and pay all premiums when due; (8.) That Debtor will pay when due the debt and all future advancements hereby secured, whether evidenced by notes, bonds or renewals thereof or otherwise plus any interest due, and perform all conditions and terms hereof; (9.) That upon the death of Debtor, whereupon any breach of any warrants, covenants or terms hereof of all obligations hereunder are secured or evidenced by the said notes

otherwise, may in the option of the Secured Party be declared immediately due and payable; (10.) That Debtor hereby gives all notices and all exemptions and should this Security Agreement be placed in the hands of an attorney to foreclose, agrees to pay all costs incurred and ten percent (10%) of the unpaid principal and interest as Attorney fees, and; (11.) That should the Secured Party pay any rents, taxes, expenses, levies, charges or liens whatsoever, affecting said property, including insurance premiums, repairs or maintenance, they shall become part of the Secured Debt and be recoverable hereunder with interest.

In the event any of the collateral shall be injured or destroyed without fault of Debtor, such injury or destruction shall at the option of Secured Party, constitute a default under the terms of this Security Agreement.

If Debtor, without the consent of Secured Party, shall substantially injure any part of the collateral or conceal or purport to sell or otherwise dispose of any part of the collateral under claim of full ownership, or otherwise by his willful act or willful neglect substantially impair the value of the collateral, such actions shall, at the option of the Secured Party, constitute a default under the terms hereof.

Debtor shall be entitled to retain possession of the collateral until default under the terms hereof.

The breach of any warranty, covenant or agreement herein contained shall constitute a default. Upon a default being made or, at the option of Secured Party, being declared, then Secured Party, its successors or assigns, or the duly authorized attorney, or agent of said Secured Party, its successors or assigns, shall have the right, with or without process of law, immediately to take possession of the collateral, and to do all things necessary to preserve the same, and after due notice, to sell, lease or otherwise dispose of any or all of the collateral at public or private proceedings, and any expense incurred in connection therewith shall be included in and secured by the lien of this Security Agreement and the Security Agreement may be foreclosed by any of the methods authorized by law for the foreclosure of a mortgage, including the entry of judgment on the bond or bonds secured hereby, and the collateral sold in the same manner as authorized by the laws of this Commonwealth in the case of personal property sold under execution returning the overplus (if any) to the Debtor; and Debtor will still remain liable for any amount so unpaid.

Provided, however, that, if Debtor shall pay the debt and future advances hereby secured and shall faithfully perform all the warranties, covenants, agreements and conditions herein and of the aforesaid Bonds or renewals thereof, then these presents shall be void.

In Witness Whereof, Debtor has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

COLUMBIA HOUSE, INC.

By Warren L. Baughman, Jr. (SEAL)
Warren L. Baughman, Jr., President
Kathy A. Frey, Secretary (SEAL)

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1-10-1933

To secure - . . . \$69,500.00
Payable
Dated
JOHN B. BELINSKY, SR., and
BETTY J. MCKAHAN, as tenants
in common,
Upon

No.
Security Agreement
P. L. 3, approved April 6, 1933
From
COLUMBIA HOUSE, INC.
TO

I hereby certify that the precise residence address of the Secured Party within named is

I hereby certify that the precise residence address of the Debtor within named is

FINANCING STATEMENT is presented to a Filing Officer
or filing pursuant to the Uniform Commercial Code.

No. of Additional
Sheets Presented:

☐ The Debtor is a transmitting utility

1. Debtor(s) (Last Name First and Address(es)):
**Columbia House, Inc.
R. D. 2, Box 141,
Millville, PA 17846**

2. Secured Party(ies): Name(s) and Address(es):
**Mr. John B. Belinsky, Sr.
Ms. Betty J. McMahon, as
tenants in common
110 Cross Road
Bloomsburg, PA 17815**

4. For Filing Officer: Date, Time, No., Filing Office
**December 30, 1988
11:04 am
No. 181-1988**

5. This Financing Statement covers the following types (or items) of property:
**Equipment, machinery and inventory
PLCR License No. TR-13022**

☐ Proceeds ☐ Products of the Collateral are also covered.
8. Describe Real Estate Here: ☐ This statement is to be indexed in
the Real Estate Records:
Main Road, R. D. 2, Box 1
9. Name of
a Record
Owner
7. ☒ The described crops are growing or to be grown on:
☐ The described goods are or are to be affixed to:
(The lumber to be cut or minerals or the like
including oil and gas) is on:
(Describe Real Estate in Item 8.)

No. & Street: **Catawissa** County: **Columbia** Section: **Block** Lot:

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):
☐ which is proceeds of the original Collateral described above in which a security interest was perfected, or
☐ acquired after a change of name, identity or corporate structure of the Debtor, or
☐ as to which the filing has lapsed, or
☐ already subject to a security interest in another jurisdiction:
☐ when the Collateral was brought into this State, or ☐ when the Debtor's location was changed to this State.

11. If appropriate in this filing, the
terms Debtor(s) and Secured Party(ies)
shall respectively mean:
☐ Consignee(s) and Consignor(s), or
☐ Lessee(s) and Lessor(s).

COLUMBIA HOUSE, INC.
By *John B. Belinsky, Sr.* **John B. Belinsky, Sr.**
Signature(s) of Debtor(s) By *Betty J. McMahon* **Betty J. McMahon**
Signature(s) of Secured Party(ies)
(5) FILE COPY - SECURED PARTY (Required only if Item 10 is checked.)
(3/83) STANDARD FORM FORM-UCC-1—Approved by Department of State of the Commonwealth of Pa.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

February 14, 1991

Mr. Richard J. Roberts, Jr. Esquire
LEAVENS & ROBERTS
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

VS. 3 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday February 13, 1991 11:14 A.M. POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Columbia House, Three Points, Catawissa Township, Pa.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF 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 ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 14th

DAY OF February 19 91

Tami B. Kline Esq. Notary

TAMI B. KLINE, PROTHONOTARY OF
COLUMBIA COUNTY

PROTH. & CLK. OF SEV. COURTS

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

February 7, 1991

Mr. Richard J. Roberts, Jr.
LEAVENS & ROBERTS
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 3 of 1991 E.D.

WRIT OF EXECUTION - Money Judgement

SERVICE ON Warren L. Baughman and Doris Baughman

ON January 24, 1991 AT 11:14 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
Warren L. Baughman and Doris Baughman, AT 540 South Market St., Muncy, Pa.
BY DEPUTY SHERIFF Michael L. Singer, Lycoming County
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
Warren L. Baughman.

SO ANSWERS:

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS

7th

DAY OF

February 1991

Tami B. Kline by Carla Kline

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

PROTH. & CLK. OF SEV. COURTS

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

SHERIFF

E 259

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
FAX (717) 784-0257

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

GUARANTY BANK, N.A.

PLAINTIFF

COLUMBIA HOUSE, INC.^{VS} WARREN L. BAUGHMAN, Jr.
DORIS BAUGHMAN, MARK D. FREY AND KATHY A.
FREY

DEFENDANT

No. 1168 CD Term, 19 90

WRIT Money Judgement

ISSUED January 15, 1991

NOW, Monday January 21 19 91, I, Harry A. Roadarmel

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Lycoming County Honorable
Charles T. Brewer, Court House, Williamsport, Pa. 17701

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Warren L. Baughman 540 South Market St., Muncy, Pa. 17756

Harry A. Roadarmel Jr.

Sheriff, Columbia County, Pennsylvania

AFFIDAVIT OF SERVICE

NOW, January 24, 19 91, at 11:14 o'clock A. M, served the
within NOTICE OF REAL ESTATE SALE upon WARREN L. BAUGHMAN
at 540 South Market Street, Muncy, Pa. 17756 by handing to
him personally a true and attested copy of the

original WRIT and made known to him the contents thereof.

Sworn and Subscribed before me

this 25th
day of January 19 91

William J. Burd
Notary Public

Lycoming County Costs \$26.20

So Answers,

Charles T. Brewer
Charles T. Brewer Sheriff Lycoming County, Pa.
BY: Michael L. Singer
Michael L. Singer Deputy Sheriff

19, _____, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300
FAX (717) 784-0257

GUARANTY BANK, N.A.

PLAINTIFF

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

COLUMBIA HOUSE, INC. ^{vs} WARREN L. BAUGHMAN, Jr.
DORIS BAUGHMAN, MARK D. FREY AND KATHY A.
FREY

DEFENDANT

No. 1168 CD Term, 19 90

WRIT Money Judgement

ISSUED January 15, 1991

NOW, Monday January 21 19 91, I, HARRY A. ROADARMEL
High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of LYCOMING COUNTY HONORABLE
Charles T. Brewer, Court House, Williamsport, Pa. 17701

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.
Defendants alleged address is Doris Baughman 540 South Market St., Muncy, Pa. 17756

Harry A. Roadarmel Jr.
Sheriff, Columbia County, Pennsylvania

AFFIDAVIT OF SERVICE

NOW, January 24, 19 91, at 11:15 o'clock A. M, served the
within NOTICE OF REAL ESTATE SALE upon DORIS BAUGHMAN
at 540 South Market Street, Muncy, Pa. 17756 household by handing to
Warren L. Baughman, husband and adult member of the a true and attested copy of the
original WRIT and made known to Him the contents thereof.

Sworn and Subscribed before me

this 25th
day of January 19 91

William J. Bauer
Notary Public

So Answers,

Charles T. Brewer
Charles T. Brewer Sheriff
BY: Michael L. Singer
Michael L. Singer Deputy Sheriff

19, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

January 28, 1991

ERNEST D. PREATE, Jr.
ATTORNEY GENERAL

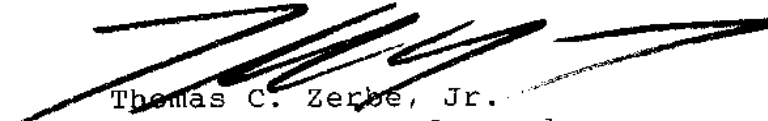
Reply To:
15th Floor
Strawberry Square
4th & Walnut Streets
Harrisburg, PA 17120
(717) 787-3646

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

Dear Sheriff Roadarmel:

A review of the records of the Financial Enforcement Section, Office of Attorney General, reveals no open claims against Carl A. Shaner, Helen S. Shaner, Andrew P. Rutherford, Columbia House, Inc., Warren L. Baughman, Jr., Doris Baughman, Mark D. Frey and Kathy A. Frey.

Very truly yours,



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

TCZ/kf

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.3 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 MARCH 21, 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 THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Numidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J.L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

CONTAINING 3.41 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969. Upon which is erected a large frame hotel, restaurant and apartment.

TRACT NO. 2

BEGINNING at an iron pin on the western right-of-way line of State Highway Route No. 42 leading from Catawissa to Numidia in line of lands now or formerly of John Fortner; thence by the curve of the right-of-way of said State Highway in a southerly direction, 88 feet to the point of intersection of the westerly right-of-way line of State Highway Route No. 242 leading to Elysburg; thence by the curve of the western right-of-way line of said State Highway Route No. 242 in a southwesterly direction, 186 feet to an iron pin in line of lands now or formerly of John Fortner; thence by line of lands now or formerly of said John Fortner, North 10 degrees 5 minutes East, 243 feet to a stone; thence by same, North 54 degrees 54 minutes East, 41 feet to the iron pin on the western right-of-way line of State Highway Route No. 42, the place of BEGINNING.

CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P. E., in December, 1969.

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.

SEIZED AND TAKEN into execution at the suit of GUARANTY BANK, N.A., against COLUMBIA HOUSE, INC. WARREN L. BAUGHMAN, Jr. DORIS BAUGHMAN, MARK D. FREY AND KATHY A. FREY, and will be sold by:

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

RICHARD J. ROBERTS, Jr. Esquire

MORTGAGE

THIS MORTGAGE is made this 29th day of December, 1988, between COLUMBIA HOUSE, INC., a Pennsylvania corporation, (herein called "Mortgagor"), and GUARANTY BANK, N.A., a national banking association organized and existing under the laws of the United States of America, whose address is 10 South Market Street, Shamokin, Pennsylvania (herein "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED SEVENTY THOUSAND DOLLARS (\$170,000.00), which indebtedness is evidenced by Mortgagor's Note dated December 29, 1988, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 29, 2008.

TO SECURE to Mortgagee (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, and (b) the repayment of any additional advances, with interest thereon, made by Mortgagee to Mortgagor, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, ALL THOSE TWO (2) CERTAIN pieces or parcels of land situate in the Township of Catawissa, Columbia County, Pennsylvania, the real estate being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements now or hereafter attached to or installed in or used in connection with the real estate above described.

TO HAVE AND TO HOLD THE SAME unto and for the use of the Mortgagee, its successors and assigns forever.

IT IS HEREBY AGREED that in the event that the premises mortgaged hereby, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damage to the said premises shall be paid to the Mortgagee up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.

The Mortgagor hereby expressly assigns and transfers unto the Mortgagee all sums of money hereafter payable under any policy or policies of insurance covering the premises mortgaged hereby and does hereby nominate, constitute and appoint the Mortgagee as the true and lawful attorney for the collection of the same.

ADDITIONAL ADVANCES. This Mortgage and the lien thereof shall be security not only for the original indebtedness evidenced by the accompanying Note, but also for any other sums that may be loaned or advanced by the Mortgagee to the Mortgagor at any time or times hereafter.

PAYMENT OF TAXES, INSURANCE PREMIUMS AND OTHER CHARGES. From time to time, until the debt and interest are fully paid, Mortgagor shall pay and discharge, when and as the same become

due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied by any lawful authority upon any part of the mortgaged premises; pay all ground rents reserved for the mortgaged premises and pay and discharge all mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby; pay and discharge any tax which may be levied by any duly constituted authority upon Mortgagee on account of or measured by the amount of debt due hereunder or under the accompanying Note; provide, renew and keep alive such policies of hazard and liability insurance as Mortgagee may from time to time reasonably require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clause in favor of the Mortgagee as its interest may appear.

MAINTENANCE OF MORTGAGED PREMISES. Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair as reasonably determined by Mortgagee, reasonable wear and tear excepted. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the building or buildings erected thereon.

NON-PAYMENT OF TAXES, INSURANCE, OTHER CHARGES AND COSTS OF REPAIRS. In the event Mortgagor neglects or refuses to pay the taxes, insurance premiums or other charges above mentioned, or fails to maintain the buildings and improvements as aforesaid, then the Mortgagee may, at its option but without any obligation

to do so, advance the sums required and add any amounts so advanced to the principal debt secured hereby, and collect the same as a part of the principal debt.

TRANSFER OR ENCUMBRANCE OF MORTGAGED PREMISES. Mortgagor agrees not to transfer any interest in the mortgaged premises unless the Mortgagee consents in writing to such transfer. Mortgagor also covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

REMOVAL OR ALTERATION OF IMPROVEMENTS. Mortgagor agrees not to remove, demolish, or make any substantial alterations to any improvements now or hereafter located on the mortgaged premises unless: (a) Mortgagor replaces or alters said improvements with materials as good or better than located upon said premises; and (b) Mortgagee consents in writing thereto.

ASSIGNMENT OF RENTS. Mortgagor assigns and transfers unto Mortgagee any and all rents from the mortgaged premises, and authorizes the Mortgagee, at any time there is a default under the Mortgage or accompanying Note, to take possession of, rent, repair and operate said premises and, after deducting all costs of collection, operation, repairs and administration, to apply the balance of the rents received on account of the obligation of the Mortgagor. Mortgagee shall have full power to lease or renew leases upon such terms and conditions as the Mortgagee may deem proper or desirable.

ACCELERATION OF MATURITY AND FORECLOSURE PROCEEDINGS UPON
DEFAULT. In case default be made by the Mortgagor in any payment
due under the Note and if such default is not made good prior to
the due date of the next such payment, the entire unpaid balance
of the indebtedness, including advances and all other sums paid
by the Mortgagee in accordance with the terms of this Mortgage or
the Note, together with unpaid interest thereon, shall at the
option of the Mortgagee, and without notice, become immediately
due and payable, and foreclosure proceedings may be brought
forthwith on the Mortgage and prosecuted to judgment, execution
and sale for the collection of the same, together with costs of
suit and an attorney's commission of ten per centum of the total
indebtedness or Eight Hundred (\$800.00) Dollars, whichever is the
larger amount. In case default be made by Mortgagor by a breach
of any of the other obligations, covenants, conditions and
agreements set forth in this Mortgage, the accompanying Note, or
the Commitment dated September 15, 1988, the Mortgagee shall mail
written notice to Mortgagor of said breach and if Mortgagor fails
to correct said breach within thirty (30) days of the date of
mailing, Mortgagee shall have the right to declare all sums due
under this Mortgage and the accompanying Note to be due and
payable and exercise any of Mortgagee's above stated remedies.
Mortgagor hereby forever waives and releases all errors in said
proceedings, waives stay of execution, the right of inquisition
and extension of time of payment, agrees to condemnation of any
property levied upon by virtue of any such execution and waives

all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

SUCCESSOR INTERESTS. The obligations, covenants and agreements contained in this Mortgage and the accompanying Note shall be binding upon, and the benefits thereof shall inure to, the respective parties hereto and their respective successors and assigns.

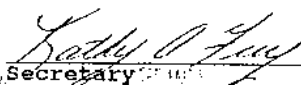
PARAGRAPH HEADINGS. Paragraph headings in this instrument are for convenient reference only, and it is agreed that they shall not be deemed controlling in the interpretation hereof.

PROVIDED, HOWEVER, that if the Mortgagor shall pay all of the aforesaid indebtedness, interest and other amounts which may be owing hereunder or under the accompanying Note, and shall fully perform all the covenants, conditions and agreements set forth or incorporated herein and in said Note, then this Mortgage shall be void and released at the expense of the Mortgagor, and the real estate hereby granted and conveyed shall be void.

WITNESS the due execution hereof the day and year first above written.

ATTEST:

COLUMBIA HOUSE, INC.


Secretary


By: Thomas L. Baughman Jr.
President



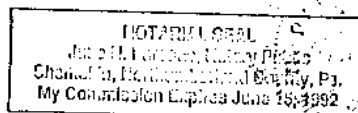
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : Northumberland : SS

On this, the 29th day of December, 1988, before me, a Notary Public, personally appeared Warren L. Baughman, Jr., who acknowledged himself to be the President of Columbia House, Inc., and that he as such President, being authorized so to do, executed the within instrument for the purpose herein contained by signing the name of Columbia House, Inc. by himself as the President.

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

James M. Passera
Notary Public

My Commission Expires:



The undersigned does hereby certify that the precise place of business of the within named Mortgagee is: 10 South Market Street, Shamokin, Pennsylvania 17872.

[Signature]
Attorney for Mortgagee

RECORDED in the Office for Recording of Deeds in and for Columbia County in Record Book _____ at Page _____.

WITNESS my hand and seal of office this _____ day of _____, 1988.

Recorder

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Numidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J. L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

CONTAINING 3.41 acres as surveyed by A. Carl Wolfe, P.E., in December 1969. Upon which is erected a large frame hotel, restaurant and apartment.

TRACT NO. 2

BEGINNING at an iron pin on the western right-of-way line of State Highway Route No. 42 leading from Catawissa to Numidia in line of lands now or formerly of John Fortner; thence by the curve of the right-of-way of said State Highway in a southerly direction, 88 feet to the point of intersection of the westerly right-of-way line of State Highway Route No. 242 leading to Elysburg; thence by the curve of the western right-of-way line of said State Highway Route No. 242 in a southwesterly direction, 186 feet to an iron pin in line of lands now or formerly of John Fortner; thence by line of lands now or formerly of said John Fortner, North 10 degrees 5 minutes East, 243 feet to a stone; thence by same, North 54 degrees 54 minutes East, 41 feet to the iron pin on the western right-of-way line of State Highway Route No. 42, the place of BEGINNING.

CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969.

Rec. in Columbia Co.
Rec. bk 421 pg 904
Dec. 30, 1988 10:55am

Beverly J. Michael

EXHIBIT "A"

BOOK 421 PAGE 911

475
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 50.00 FEE 22.50
DEC 30 10 55 AM '88
✓

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

January 23, 1991

LEAVENS & ROBERTS
Richard J. Roberts, Jr. Esquire
29 East Independence St.,
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 3 of 1991 E.D.

WRIT OF EXECUTION - MONEY JUDGEMENT

SERVICE ON Kathy A. Frey

ON Wednesday January 23, 1991 AT 11:30 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

Kathy A. Frey, AT Light Street Lutheran Church
Light Street, 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

Kathy A. Frey

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 23rd
DAY OF January 1991

Tami B. Kline
TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

Elizabeth A. Brown

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

January 23, 1991

LEAVENS & ROBERTS
Richard J. Roberts, Jr. Esquire
29 East Independence St.,
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 3 of 1991 E.D.

WRIT OF EXECUTION - MONEY JUDGEMENT

SERVICE ON Columbia House, Inc.

ON Tuesday January 22, 1991 AT 3:50 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

Columbia House, Inc., AT RD#2 Box 1, Catawissa, Pa. 17820

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

Mark D. Frey

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS

23

DAY OF

January

1991

Tami B. Kline by Carla Hess
TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

CLERK OF SEV. COURTS

BY COMMISSIONER JAN. 1, 1991

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 360
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

January 23, 1991

LEAVENS & ROBERTS
Richard J. Roberts, Jr. Esquire
29 East Independence St.,
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 3 of 1991 E.D.

WRIT OF EXECUTION - MONEY JUDGEMENT

SERVICE ON Mark D. Frey

ON Tuesday January 22, 1991 AT 3:50 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
Mark D. Frey, AT 3 Points Restaurant, RD#2, Box 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
Mark D. Frey.

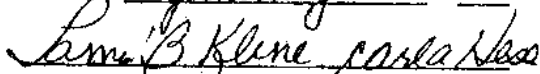
SO ANSWERS:


J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 23

DAY OF January 1991



TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY
150TH & C.R. OF CIV. COURTS

MY COMM. EX. TO EXPIRE JAN. 1, 1992

SHERIFF

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., : NO. CV-90-1168
Plaintiff :
v. :
COLUMBIA HOUSE, INC., WARREN :
L. BAUGHMAN, JR., DORIS :
BAUGHMAN, MARK D. FREY and :
KATHY A. FREY, :
Defendants :

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty 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 situate in Catawissa Township, Columbia County, Pennsylvania, which real property is described on Exhibit "A" attached hereto and made a part hereof:

1. Name and address of Owners or Reputed Owners:

Name:
Columbia House, Inc.

Address:
R.D. #2, Box 1
Catawissa, PA 17820

2. Name and address of Defendants in the judgment:

Name:
Columbia House, Inc.

Address:
R.D. #2, Box 1
Catawissa, PA 17820

Warren L. Baughman, Jr. and
Doris Baughman

540 South Market Street
Muncy, PA 17756

Mark D. Frey and
Kathy A. Frey

R.D. #2, Box 141
Millville, PA 17846

FILED
JUL 10 1990
CLERK OF COURT

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

Name:
None

Address:

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

Name:
John B. Belinsky and
Betty J. McMahan

Address:
110 Cross Road
Bloomsburg, PA 17815

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

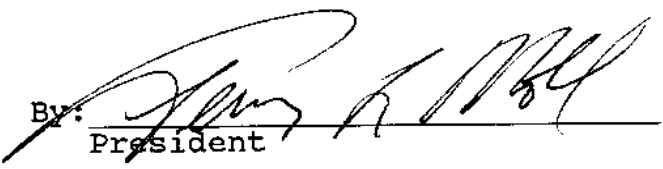
None

6. Name and address of every other person of whom the Plaintiff has knowledge who has an interest in the property which may be affected by the sale:

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.

GUARANTY BANK, N.A.

By: 
President

Date: January 15, 1991

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Numidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J. L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

CONTAINING 3.41 acres as surveyed by A. Carl Wolfe, P.E., in December 1969. Upon which is erected a large frame hotel, restaurant and apartment.

TRACT NO. 2

BEGINNING at an iron pin on the western right-of-way line of State Highway Route No. 42 leading from Catawissa to Numidia in line of lands now or formerly of John Fortner; thence by the curve of the right-of-way of said State Highway in a southerly direction, 88 feet to the point of intersection of the westerly right-of-way line of State Highway Route No. 242 leading to Elysburg; thence by the curve of the western right-of-way line of said State Highway Route No. 242 in a southwesterly direction, 186 feet to an iron pin in line of lands now or formerly of John Fortner; thence by line of lands now or formerly of said John Fortner, North 10 degrees 5 minutes East, 243 feet to a stone; thence by same, North 54 degrees 54 minutes East, 41 feet to the iron pin on the western right-of-way line of State Highway Route No. 42, the place of BEGINNING.

CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., : NO. CV-90-1168
Plaintiff :
v. :
COLUMBIA HOUSE, INC., WARREN :
L. BAUGHMAN, JR., DORIS :
BAUGHMAN, MARK D. FREY and :
KATHY A. FREY, :
Defendants :

**NOTICE OF SALE OF REAL ESTATE
PURSUANT TO Pa.R.C.P. 3129.2**

TO: COLUMBIA HOUSE, INC. R.D. #2, Box 1 Catawissa, PA 17820	Warren L. Baughman 540 South Market Street Muncy, PA 17756
Doris Baughman 540 South Market Street Muncy, PA 17756	Mark D. Frey R.D. #2, Box 141 Millville, PA 17846
Kathy A. Frey R.D. #2, Box 141 Millville, PA 17846	John B. Belinsky and Betty J. McMahan 110 Cross Road Bloomsburg, PA 17815

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on MARCH 21, 1991, at 10:00 o'clock, A.M., local time, the real estate described in Exhibit "A" attached hereto and made a part hereof.

You are further notified that a schedule of proposed

1991
JAN 16 1991
OFFICE OF THE CLERK
COLUMBIA COUNTY

distribution of proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within thirty (30) days of the sale 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.

LEAVENS & ROBERTS

By: 

Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

ALL THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a post on the eastern right-of-way line of the State Highway Route No. 42 leading from Catawissa to Numidia, in line of lands now or late of Charles Rarig; thence by line of lands of said Rarig, North 54 degrees 54 minutes East, 82 feet to a stone; thence by line of lands now or late of J. L. Rider, South 59 degrees East, 346.5 feet to a stone near a large white oak; thence by line of lands of Charles Napierski, South 73 degrees 15 minutes West, 390 feet to an iron pin on the eastern right-of-way line of said State Highway Route No. 42; thence by the curve of the Highway right-of-way in a northerly direction a distance of 371 feet to the post, the place of BEGINNING.

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CONTAINING 0.12 acres as surveyed by A. Carl Wolfe, P.E., in December, 1969.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Guaranty Bank, N.A. vs. Columbia House, Inc., Warren L. Baughman
A. Frey Jr. Doris Baughman, Mark D. Frey and Kathy
No: 3 of 1991 ED No: 1168 of 1990 JD

Dear Sir:

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

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

Note: Also enclosed is a copy of the Writ of Execution, Notice of Sale of Real Estate Pursuant to Pa. R.C.P. 3129.2 and a copy of the Sale Bill.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A.,	:	NO. CV-90-1168
Plaintiff	:	
	:	NO 68 91-5
v.	:	
	:	
COLUMBIA HOUSE, INC., WARREN	:	
L. BAUGHMAN, JR., DORIS	:	
BAUGHMAN, MARK D. FREY and	:	
KATHY A. FREY,	:	
Defendants	:	

TO: COUNTY SHERIFF

Seize, levy, advertise and sell all real property of the Defendants located at R.D. #2, Box 1, Catawissa (Catawissa Township), Columbia County, Pennsylvania. You are hereby released from all responsibility in not placing watch men or insurance on the real property levied upon by virtue of the writ.

LEAVENS & ROBERTS

By: [Signature]
Attorneys for Plaintiff

ALBERT J. LEVINS

Seal

10. 11. 2016 11:44

100
10. 11. 2016 11:44

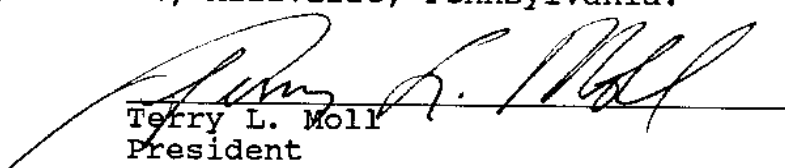
IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., : NO. CV-90-1168
Plaintiff :
v. :
COLUMBIA HOUSE, INC., WARREN :
L. BAUGHMAN, JR., DORIS :
BAUGHMAN, MARK D. FREY and :
KATHY A. FREY, :
Defendants :


AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHUMBERLAND : SS:

TERRY L. MOLL, being duly sworn according to law,
deposes and says that he is the President of Guaranty Bank, N.A.,
Plaintiff in the foregoing matter and, as such, is authorized to
make this affidavit on its behalf; that to the best of his
knowledge the Defendants above named are not in the military or
naval service of the United States of America or any state or
territory thereof; that the Defendants, Warren L. Baughman, Jr.
and Doris Baughman, reside at 540 South Market Street, Muncy,
Pennsylvania; and that the Defendants, Mark D. Frey and Kathy A.
Frey, reside at R.D. #2, Box 141, Millville, Pennsylvania.


Terry L. Moll
President

Sworn to and subscribed
before me this 10th day
of January, 1991.


Notary Public

NOTARIAL SEAL
DEBORA K. SEMAN, Notary Public
Shamokin, Northumberland County, PA
Commission Expires on January 10, 1994

16. JAN 30 6 51 AM '91

RECEIVED
JAN 30 1991

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
FAX (717) 784-0257

GUARANTY BANK, N.A.

PLAINTIFF

COLUMBIA HOUSE, INC.^{vs} WARREN L. BAUGHMAN, JR.
DORIS BAUGHMAN, MARK D. FREY AND KATHY A.
FREY

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 1168 CD Term, 19 90

WRIT Money Judgement

ISSUED January 15, 1991

NOW, Monday January 21 19 91, I, HARRY A. ROADARMEL

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of LYCOMING COUNTY HONORABLE
Charles T. Brewer, Court House, Williamsport, Pa. 17701

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Doris Baughman 540 South Market St., Muncy, Pa. 17756

Harry A. Roadarmel Jr.
Sheriff, Columbia County, Pennsylvania

AFFIDAVIT OF SERVICE

NOW, _____ 19 _____, at _____ o'clock _____ M, served the
within _____ upon _____
at _____ by handing to _____
a true and attested copy of the
original _____ and made known to _____ the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 19 _____

Notary Public

Sheriff

BY: _____
Deputy Sheriff

19, _____, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

HARRY A. ROADARMEL, JR.



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

24 HOUR PHONE
(717) 784-6300
FAX (717) 784-0257

PHONE
(717) 784-1991

GUARANTY BANK, N.A.

PLAINTIFF

COLUMBIA HOUSE, INC.^{vs} WARREN L. BAUGHMAN, Jr.
DORIS BAUGHMAN, MARK D. FREY AND KATHY A.
FREY

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 1168 CD Term. 19 90

WRIT Money Judgement

ISSUED January 15, 1991

NOW, Monday January 21 19 91, I, Harry A. Roadarmel

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Lycoming County Honorable
Charles T. Brewer, Court House, Williamsport, Pa. 17701

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Warren L. Baughman 540 South Market St., Muncy, Pa. 17756

Harry A. Roadarmel Jr.
Sheriff, Columbia County, Pennsylvania

AFFIDAVIT OF SERVICE

NOW, _____ 19 _____, at _____ o'clock _____ M, served the
within _____ upon _____
at _____ by handing to _____
a true and attested copy of the
original _____ and made known to _____ the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 19 _____

Sheriff

Notary Public

BY: _____
Deputy Sheriff

19, _____ See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: John B. Belinsky
110 Cross Road
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. VS. Columbia House, Inc., Warren L. Baughman, Jr.
Doris Baughman, Mark D. Frey and Kathy A. Frey
No: 3 of 1991 ED No: 1168 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: Betty J. McMahan
110 Cross Road
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. vs. Columbia House, Inc., Warren L. Baughman, Jr.
Doris Baughman, Mark D. Frey and Kathy A. Frey

No: 3 of 1991 ED No: 1168 of 1990 JD

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Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Guaranty Bank, N.A. VS. Columbia House, Inc., Warren L.
Baughman, Jr., Doris Baughman, Mark D. Frey
and Kathy A. Frey

No: 3 of 1991 ED No: 1168 of 1990 JD

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Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Guaranty Bank, N.A. VS. Columbia House, Inc., Warren L. Baughman, Jr.,
Doris Baughman, Mark D. Frey and Kathy A. Frey

No: 3 of 1991 ED No: 1168 of 1990 JD

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Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Guaranty Bank, N.A. vs. Columbia House, Inc., Warren L. Baughman, Jr.,
Doris Baughman, Mark D. Frey and Kathy A. Frey
No: 3 of 1991 ED No: 1168 of 1990 JD

Dear Sir:

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Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Guaranty Bank, N.A. vs. Columbia House, Inc. Warren L. Baughman, Jr.,
Doris Baughman, Mark D. Frey and Kathy A. Frey,
No: 3 of 1991 ED No: 1168 of 1990 JD

Dear Sir:

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Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: Mrs. Ruth E. Lynn, Tax Collector

RD#1 Box 342

Catawissa, Pa. 17820

Re: Guaranty Bank, N.A.

VS.

Columbia House, Inc., Warren L. Baughman, Jr.
Doris Baughman, Mark D. Frey and Kathy A.
Frey

No: 3 of 1991 ED

No: 1168 of 1990 JD

Dear Sir:

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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: January 22, 1991

Re: Sheriff's Sale Advertising Dates

GUARANTY BANK, N.A. vs. Columbia House, Inc., Warren L. Baughman Jr., Doris Baughman, Mark D. Frey and Kathy A. Frey

No. 3 of 1991 ED No. 1168 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week February 28, 1991

2nd week March 7, 1991

3rd week March 14, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

Guaranty
Bank

24911

REMITTER

COLUMBIA HOUSE LEGAL FEES

1-10 1991

60-263/313

PAY TO THE
ORDER OF

COLUMBIA COUNTY SHERIFF

\$ 750.00

PAY 750 AND 00/100

DOLLARS

CASHIER'S CHECK

⑈002491⑈ ⑈031302638⑈ 75 750 0⑈

Sandy Bonshak, Sec'y.