

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA 17815

PHONE  
(717) 784-1991

TELETYPE  
(717) 781-6100

April 25, 1991

Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pennsylvania 17815

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

VS. 38 of 1991 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Thursday April 25, 1991 POSTED A COPY OF THE SHERIFF'S SALE BILL  
ON THE PROPERTY OF John L. Kingston and Cindy E. Millard  
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 25<sup>th</sup>

DAY OF April 1991

Marady Long, Deputy  
TAMI B. KLINE, PROTHONOTARY OF  
COLUMBIA COUNTY

NOTARIAL PUBLIC



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

April 15, 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 of Columbia County  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

In re: John L. Kingston and Cindy E. Millard

Dear Sheriff Roadarmel:

A review of the records of the Financial Enforcement Section,  
Office of Attorney General, reveals no claim sent to this office  
against John L. Kingston or Cindy E. Millard.

Very truly yours,

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

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

TCZ/kf

# LIEN CERTIFICATE

DATE 4/10/91

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

Owner or Reputed Owner: Kingston, John L. & Millard, Cindy E.

Former Owner: John, Samuel & Maxine

Parcel No. 08-02-174

Description 100 Pine St.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989	44.09	27.75	186.11	257.95
1990	40.86	25.72	183.05	249.63
TCB FEE				69.29
TOTAL				576.87

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

Requested by: Harry Roadarmel, Jr.

Fee: \$5.00 Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

*PD*  
*10/23/91*  
*Sherriff*  
*Sale Date*  
*5/30/91*

# SHERIFF'S SALE - COSTS SHEET

First Eastern Bank, N. A.

VS. John L. Kingston and Cindy E. Millar

NO. 38 of 1991 E.D. NO. 1377 of 1990 J.D. DATE OF SALE May 30, 1991  
10:00 A.M.

DOCKET & LEVY	\$ 14.00
SERVICE	102.00
MAILING	18.78
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	20.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER COPIES 20 AT 3.00	60.00

TOTAL . . . . . \$ 255.78

PRESS-ENTERPRISE, INC.	\$ 208.01
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL . . . . . \$ 258.01

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	X
	OTHER	

TOTAL . . . . . \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	
	OTHER	

TOTAL . . . . . \$ 20.00

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

TOTAL . . . . . \$

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

TOTAL . . . . . \$

SURCHARGE FEE: (STATE TREASURER) TOTAL . . . . . \$ 32.00

MISCELLANEOUS: TAX CLAIM . . . . . \$ 5.00

TOTAL . . . . . \$ 568.79

TOTAL COSTS . . . . . \$

Poundage 14.00

582.79

\$ 750.00 ADVANCE  
582.79 COST  
167.21 REFUND

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

10000  
0000000000

0000000000  
0000000000

October 21, 1991

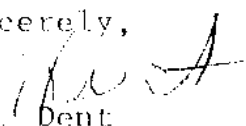
Mr. Michael Trey, Solicitor  
38 W. 3rd St.,  
Bloomsburg, Pa. 17815

Dear BIG GUY:

Enclosed is CK#3355 in the amount of \$50.00, which represents payment for the expert legal work for the Sheriff's Sale No. 38 of 1991 E.D. First Eastern Bank Vs Kingston and Millard.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dent  
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 389  
BLOOMSBURG, PA 17815

10/21/91  
(717) 781-6100

10/21/91  
(717) 781-6100

October 21, 1991

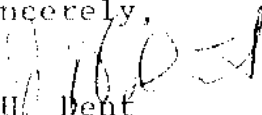
Press Enterprise  
P.O. Box 745  
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#3354 in the amount of \$208.01, which represents payment for the advertising of the Sheriff's Sale No. 38 of 1991, First Eastern Bank Vs Kingston and Millard.

If you have any questions, please contact us.

Sincerely,

  
J. H. Bent  
Deputy Sheriff

HARRY A. ROADARMU, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
717/791-1991

TELETYPE  
717/791-6100

October 21, 1991

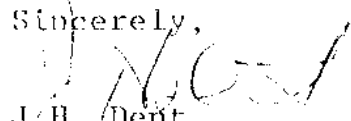
Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#3359 in the amount of \$167.21, which represents a refund from the advance cost of \$750.00 for the Sheriff's Sale No. 38 of 1991 E.D. First Eastern Bank Vs Kingston and Millard. Also enclosed is a copy of the Sheriff's cost sheet.

If you have any questions, please contact us.

Sincerely,

  
J. H. Dent  
Deputy Sheriff

*Law Offices*

**BAKER & ABNER**

Central Plaza  
6009 New Bloomsburg - Berwick Highway  
U. S. Route 11  
Bloomsburg, PA 17815

500 Fowler Ave.  
P.O. Box 265  
Berwick, PA 18603

Frank C. Baker

Charles Abner, Jr.

(717) 387-0557  
FAX (717) 387-0163

(717) 759-7900  
FAX (717) 759-7903

PLEASE REPLY TO:  
**Bloomsburg**

October 15, 1991

Office of the Sheriff  
Columbia County Courthouse  
Bloomsburg, PA 17815  
Attn: Jim Dent

RE: First Eastern Bank vs. Kingston and Millard  
No. 1377 of 1990

Dear Jim:

Enclosed please find the Affidavit from First Eastern  
Bank, N.A. in the above captioned Action.

Sincerely yours,

*Beth A. Coladonato*

Beth A. Coladonato, Secretary  
for Frank C. Baker, Esquire

enclosure

feb-king.civ



FIRST EASTERN BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PA
	:	
vs.	:	CIVIL ACTION
	:	
JOHN L. KINGSTON AND	:	
CINDY E. MILLARD,	:	
DEFENDANTS.	:	No. 1377 of 1990

**AFFIDAVIT**

The undersigned, being duly authorized to act on behalf of the above named Plaintiff, does hereby verify that Plaintiff received from Defendants the sum of \$ 700<sup>00</sup> to settle or stay the Writ of Execution in the above captioned action. The undersigned understands that false statements herein are made subject to the penalties of 18PA.C.S.4904 relating to unsworn falsifications to authorities.

PLAINTIFF:

Dated: Aug 29, 1991.      Dean Mendig

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

July 31, 1991

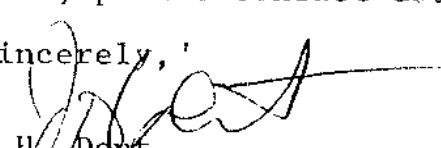
Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

Dear Sir:

It is respectfully requested that the Sheriff's Department be notified if there is any change in the Sheriff's Sale No. 38 of 1991 E.D., First Eastern Bank N.A. against John L. Kingston and Cindy E. Millard, scheduled for Aug. 29, 1991 at 1000.

If you have any questions, please contact us.

Sincerely, '

  
J.H. Dent  
Deputy Sheriff

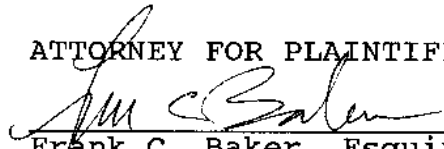
FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PA  
 :  
vs. : CIVIL ACTION  
 :  
JOHN L. KINGSTON AND :  
CINDY E. MILLARD, :  
DEFENDANTS. : No. 1377 of 1990

**PRAECIPE**

TO THE SHERIFF:

Please continue the Sheriff Sale scheduled for May 30 in the above captioned action for ninety (90) days.

ATTORNEY FOR PLAINTIFF:

  
\_\_\_\_\_  
Frank C. Baker, Esquire  
BAKER & ABNER  
6009 U.S. Route 11  
Bloomsburg, PA 17815  
(717) 387-0557

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

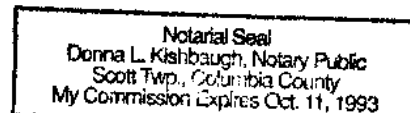
Paul R. Eyerly III, Publisher . . . . ., being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . . . . . May 9th, May 16th, May 23rd, . . . . ., 19 91 . . . . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

*Paul R. Eyerly III* . . . . .

Sworn and subscribed to before me this . . . 31<sup>st</sup> . . . day of . . . May . . . 19 91 . . .

*Donna L. Kishbaugh* . . . . .  
(Notary Public)

My Commission Expires



Member, Pennsylvania Association of Notaries

And now, . . . . . 19 . . . . ., I hereby certify that the advertising and publication charges amounting to \$ . . . . . for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

# CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG -- Secretary

P. O. Box 44

Catawissa, PA 17820

May 22, 1991

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

Re: John L. Kingston & Cindy E. Millard

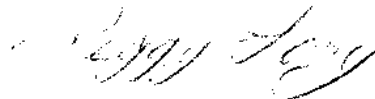
Dear Sir:

Please be advised the following utility bills are owe by  
John L. Kingston and Cindy E. Millard:

Electric	\$153.01
Sewer	37.20
Water	73.39
	<hr/>
	\$263.60

These figures will change each month until paid or disconnected.

Sincerely,



Peggy Long  
Secretary

## MORTGAGE

THIS MORTGAGE is made this 18th day of July 1984 between the Mortgagor, JOHN L. KINGSTON and CINDY E. MILLARD (herein "Borrower"), and the Mortgagee, FIRST EASTERN BANK, N.A., a corporation organized and existing under the laws of the United States of America, whose address is 11 West Market Street, Wilkes-Barre, PA 18768 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen thousand two hundred (\$15,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 18, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

To SECURE to Lender (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 Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, State of Pennsylvania:

ALL THAT CERTAIN parcel and lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Pine and Water Streets, and running thence by the Eastern line of Water Street in a Southerly direction a distance of 70 feet, more or less, to line of lot now or formerly of Lavina Bell;

THENCE by line of said lot in an Easterly direction a distance of 36 feet, more or less, to line of lot now or formerly of Elwyn Brooks;

THENCE by line of said lot in a Northerly direction a distance of 70 feet, more or less, to the Southern line of Pine Street;

THENCE by the Southern line of Pine Street in a Westerly direction a distance of 36 feet, more or less, to Water Street, the place of BEGINNING.

UPON WHICH is erected a frame dwelling house.

BEING THE SAME premises which Maxine K. John, widow, by her Deed dated July 18, 1984, granted and conveyed unto Cindy E. Millard and John L. Kingston, which is about to be recorded herewith.

which has the address of 100 Pine Street, Catawissa, PA 17820 (herein "Property Address");

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 seized 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.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the 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.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Capitions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

THIS MORTGAGE, entered into this 19th day of October, 1987, between John L. Kingston and Cindy E. Millard A/K/A Cindy S. Kingston, hereafter called "Mortgagors", and  
**XX** BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,  
☐ BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, a Delaware corporation qualified to do business in Pennsylvania,  
 having an office and place of business at 36-38 South Main Street, Shenandoah, Pennsylvania, hereafter called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagors of a promissory Note or Loan Agreement (hereafter called "Note/Agreement") of even date herewith, in the

☒ Total of Payments of \$ 3240.00,

or  
☐ Actual Amount of Loan of \$ \_\_\_\_\_, together with interest on unpaid balances of Actual Amount of Loan from time to time outstanding,

and any renewal, refinancing or extension of the Note/Agreement and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time and evidenced by the Note/Agreement and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, all the following described real estate, hereafter referred to as the "Property", situated in the

(City) \_\_\_\_\_  
 (Borough) of Catawissa, County of Columbia, Commonwealth of Pennsylvania, described as follows:  
 (Township) \_\_\_\_\_

(Insert legal description of mortgaged premises)  
 Municipal Tax Lot \_\_\_\_\_ Block \_\_\_\_\_ (Tax map reference #08-02-174)  
 See attached copy of Deed:

Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this County in Deed Book No. 335, Page 66, as the Property described in that Deed.

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

☒ If this box is checked, this Mortgage is subject to a prior mortgage dated 7/18, 1984, executed by Mortgagors to 1st Eastern Bank as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$15200.00. That prior mortgage was recorded on 7/18, 84, with the Recorder of the County of Columbia, in Book 332, Page 70.

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

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Note/Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the Actual Amount of Loan or Total of Payments secured by this Mortgage.
3. Mortgagors will keep the improvements on the Property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
5. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.
6. In the event that Mortgagors default in the making of any payment due and payable under the Note/Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Note/Agreement, subject to compliance with Act No. 6 of 1974 and Act No. 91 of 1983, Mortgagee may forthwith bring an Action of Mortgage Foreclosure upon this Mortgage, and may proceed to judgment and execution to recover the unpaid balance of the Actual Amount of Loan plus accrued but unpaid interest or the unpaid balance of the Total of Payments less the refund of discounted interest, including attorney fees of 15% of that balance, costs of suit and costs of sale.
7. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.

BOOK 399 PAGE 717



WARRANTY DEED — 1986

The Philadelphia Co., Williamsport, Pa.  
1-27-86

County Parcel No. \_\_\_\_\_

### This Deed,

MADE the 18th \_\_\_\_\_ day of July \_\_\_\_\_  
In the year nineteen hundred and eighty-four (1984);  
BETWEEN MAXINE K. JOHN, widow, of the Borough of Catawissa, County  
of Columbia and State of Pennsylvania — GRANTOR;

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
RECEIVED JUL 18 1984  
PAID 190.00  
68 H342

THE SOUTHERN COLUMBIA AREA SCHOOL DISTRICT  
REAL ESTATE TRANSFER TAX  
Amount \$19,000.00 Paid 7-18-84

JOHN L. KINGSTON and CINDY E. MILLARD, both of R.D. #4, Bloomsburg,  
County of Columbia and State of Pennsylvania — GRANTEES;

WITNESSETH, That in consideration of Nineteen Thousand (\$19,000.00) —

— Dollars,  
In hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant  
and convey to the said grantees as joint tenants with the right of survivor-  
ship,

ALL THAT CERTAIN parcel and lot of land situate in the Borough of  
Catawissa, County of Columbia and State of Pennsylvania, bounded  
and described as follows, to-wit:

BEGINNING at the Southeast corner of Pine and Water  
Streets, and running thence by the Eastern line of Water Street in  
a Southerly direction a distance of 70 feet, more or less, to line  
of lot now or formerly of Lavina Hall;

THENCE by line of said lot in an Easterly direction a  
distance of 36 feet, more or less, to line of lot now or formerly  
of Elwyn Brooks;

THENCE by line of said lot in a Northerly direction a  
distance of 70 feet, more or less, to the Southern line of Pine  
Street;

THENCE by the Southern line of Pine Street in a Westerly  
direction a distance of 36 feet, more or less, to Water Street, the  
place of BEGINNING.

UPON WHICH is erected a frame dwelling house.

BOOK 335 PAGE 066

BOOK 399 PAGE 719

AND the said grantor will SPECIALLY WARRANT AND FOREVER DEFEND the property hereby conveyed.

IN WITNESS WHEREOF, said grantor has hereunto set her hand and seal, the day and year first above written.

Witness my hand and seal in the presence of

*Michael R. Gregory*

*Maxine K. John* (SEAL)  
Maxine K. John, widow

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantor is as follows:

100 Pine Street  
Catawissa, PA 17820

*Michael R. Gregory*

Attorney at Law for Grantor

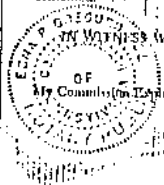
Commonwealth of Pennsylvania

County of Columbia

ss.

On this, the 18th day of July 1984, before me a Notary Public the undersigned officer, personally appeared Maxine K. John, widow, known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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



OF

My Commission Expires

4/21/86

*Edna P. Gregorowicz*

EDNA P. GREGOROWICZ, Notary Public  
Catawissa, Catawissa County, Pa.  
My Commission Expires April 21, 1986

BOOK 335 PAGE 008

BOOK 335 PAGE 721

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1441

24 HOUR PHONE  
(717) 784-6100

April 11, 1991

Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

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

No. 38 of 1991 E.D.

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

SERVICE ON John L. Kingston

ON Thursday April 11, 1991 AT 8:55 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

John L. Kingston, AT 100 Pine Street, 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

Gindy L. Millard, adult in charge and living there.

SO ANSWERS:

J.H. Dent  
DEPUTY SHERIFF

                      
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 11th

DAY OF April 1991

James B. Kline  
JAMES B. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

April 11, 1991

Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

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

NO. 38 of 1991 E.D.

WRIT OF EXECUTION

SERVICE ON Cindy L. Millard

ON Thursday April 11, 1991 AT 8:55 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 \_\_\_\_\_  
Cindy L. Millard, At 100 Pine Street, 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 \_\_\_\_\_

Cindy L. Millard

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 11th

DAY OF April

1991

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

SHERIFF

# LIEN CERTIFICATE

DATE 4/10/91

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

Owner or Reputed Owner: Kingston, John L. & Millard, Cindy E.

Former Owner: John, Samuel & Maxine

Parcel No. 08-02-174

Description 100 Pine St.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989	44.09	27.75	186.11	257.95
1990	40.86	25.72	183.05	249.63
			TCB FEE	69.29
			TOTAL	576.87

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

Requested by: Harry Roadarmel, Jr.

Fee: \$5.00 Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

CHIEF DEPUTY  
SHERIFF

APR 10 3 18 PM '91  
OFFICE OF SHERIFF  
COLUMBIA COUNTY

Writ of Execution--(Money Judgments) Rules P.R.C.P. 3101 to 3149

FIRST EASTERN BANK, N.A.,

PLAINTIFF,

vs.

JOHN L. KINGSTON AND

CINDY E. MILLARD,

DEFENDANT.

Original Docket No. 1377 Term 19 90

Judgment Docket No. Term 19

Execution Docket No. 38 Term 19 91

Writ of Execution  
(Money Judgment)

Commonwealth of Pennsylvania, County of COLUMBIA

To the Sheriff of COLUMBIA County:

To satisfy the judgment, interest and costs against JOHN L. KINGSTON AND  
CINDY E. MILLARD Defendant (s)

(1) you are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)

(2) you are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee (s)  
(Specifically describe property)

and to notify the garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant (s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Debt	\$14,721.54
Interest	\$
Costs	\$
Attorney's Commission	\$
Total	\$

Interest from 7-1-90 @ \$5.114/day

Plus costs as per endorsement hereon.

Dated April 3, 1991

Lami B. Klein  
Prothonotary, Clerk of Common Pleas of  
County, Pennsylvania

[SEAL]

Original Docket No. 1377 Term 1990  
Judgment Docket No. Term 19  
Execution Docket No. Term 19

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

FIRST EASTERN BANK, N.A.,

PLAINTIFF,

vs.

JOHN L. KINGSTON AND  
CINDY E. KINGSTON,  
DEFENDANTS.

WRIT OF EXECUTION  
(Money Judgments)

Claim \$

Interest \$

Inquisition and Exemption Laws waived  
Condemnation agreed to.

Costs  
Prothonotary \$ 50.50 pd  
Sheriff \$ 4.00 pd  
Satisfaction \$ 5.00  
TOTAL \$  
Writ 15.00 pd

Attorney for Plaintiff (s)

Address: Where papers may be served.

ALL THAT CERTAIN parcel and lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Pine and Water Streets, and running thence by the Eastern line of Water Street in a Southerly direction a distance of 70 feet, more or less, to line of lot now or formerly of Lavina Bell;

THENCE by line of said lot in an Easterly direction a distance of 36 feet, more or less, to line of lot now or formerly of Elwyn Brooks;

THENCE by line of said lot in a Northerly direction a distance of 70 feet, more or less, to the Southern line of Pine Street;

THENCE by the Southern line of Pine Street in a Westerly direction a distance of 36 feet, more or less, to Water Street, the place of BEGINNING.

UPON WHICH is erected a frame dwelling house.

BEING THE SAME premises described in Columbia County Deed Book 335, Page 66.



FIRST EASTERN BANK, N.A.,

PLAINTIFF

No. 1377 Term 19<sup>90</sup> S.D

V.S.

JOHN L. KINGSTON AND CINDY E. MILLARD,

DEFENDANTS

To: HARRY ROADARMEL, Sheriff

Seize, levy, advertise and sell all the <sup>real</sup> ~~personal~~ property of the defendant on the premises located at  
100 PINE STREET, CATAWISSA, PA 17820.

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make

Model

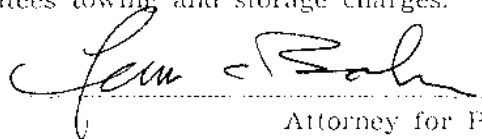
Motor Number

Serial Number

License Number

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on personal property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.



Attorney for Plaintiff

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
 Plaintiff, : OF COLUMBIA COUNTY, PA.  
 vs. :  
 : CIVIL ACTION  
 : NO. \_\_\_\_\_ OF 19\_\_ J.D.  
 JOHN L. KINGSTON AND CINDY E. :  
 MILLARD Defendant(s). : NO. \_\_\_\_\_ OF 19\_\_ E.D.

**AFFIDAVIT**

The above-named Plaintiff(s) files this Affidavit relative to the above-captioned action.

**AFFIDAVIT PURSUANT TO RULE 3129**

The above-named Plaintiff sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property described at "Exhibit A", attached hereto and made a part hereof:

1. The name and address of the owner(s) or reputed owner(s): JOHN L. KINGSTON AND CINDY E. MILLARD, 100 PINE STREET  
CATAWISSA PA 17820.

2. The name and address of Defendant(s) in the Judgment: JOHN L. KINGSTON AND CINDY E. MILLARD, 100 PINE STREET,  
CATAWISSA PA 17820.

3. The name and last known address of every

Judgment creditor whose judgment is a record lien on the real property to be sold is listed at "Exhibit B", attached hereto and made a part hereof.

4. The name and address of the last recorded holder of every mortgage of record is also recited at "Exhibit B", attached hereto and made a part hereof.

5. The name and address of every other person who has any record interest in or record lien on the property and whose interests may be affected by the sale is also recited at "Exhibit B", attached hereto and made a part hereof.

6. The 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 is also recited at "Exhibit B", attached hereto and made a part hereof.

<b>SUPPLEMENTAL AFFIDAVIT</b>
-------------------------------

7. The whereabouts of the Defendant(s) is/are as recited at paragraph two (2), above.

8. The Defendant(s) is/are not presently in military service and was/were not in military service at the time the above-captioned action was commenced.

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements

herein are made subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsifications to authorities.

Dated: 3-27, 1991.

John R. Bahr

EXHIBIT B  
TO AFFIDAVIT PURSUANT TO RULE 3129

1. The names and last known addresses of every judgment creditor whose judgment is a lien on the real estate is/are:

a. ~~FIRST EASTERN BANK, N.A., FIRST EASTERN PLAZA,~~

~~PUBLIC SQUARE, WILKES BARRE, PA 18768~~

b. Bucher's Body Shop

521 Mercer St.,  
Catawissa, Pa 17820

c. \_\_\_\_\_

2. The names and addresses of the mortgagees recited in the mortgages of record against the real estate premises

involved in this matter are:

a. Beneficial Consumer Discount Co.  
P.O. Box 151, 38 South Main St.,  
Shenandoah, Pa 17976

b. \_\_\_\_\_

c. \_\_\_\_\_

3. The names and addresses of other persons who have a record interest in, or a record lien upon the property and whose interests may be affected by the sale, and every other person of whom Plaintiff has knowledge who has any interest in the property which may be affected by the sale is/are as follows:

a. \_\_\_\_\_

b. \_\_\_\_\_

C.

FIRST EASTERN BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	NO. 1377 OF 1990
	:	
JOHN L. KINGSTON AND CINDY E.	:	CIVIL ACTION - LAW
MILLARD,	:	
	:	
DEFENDANTS.	:	

WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgement against you. It may cause your property to be held or taken to pay the judgement. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

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

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

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

Pennsylvania Lawyer Referral Service  
 Pennsylvania Bar Association  
 P. O. Box 186  
 Harrisburg, PA 17108  
 (800) 692-7375





FIRST EASTERN BANK, N.A.,

Plaintiff,

VS.

JOHN L. KINGSTON AND CINDY E.  
MILLARD,

Defendant(s).

IN THE COURT OF COMMON PLEAS  
OF THE 26TH JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNA.

CIVIL ACTION - LAW

NO. 1377 OF 1990

NOTICE OF SHERIFF SALE OF REAL ESTATE

TO: JOHN L. KINGSTON  
CINDY E. MILLARD  
100 PINE STREET  
CATAWISSA PA 17820

Notice is hereby given that in accordance with the Pennsylvania Rules of Civil Procedure that by virtue of Writ of Execution No. 38 of 1991, issued out of the Court of Common Pleas of Columbia County directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on MAY 30, 1991 at 10:00 A.M., of said day, all the right, title and interest of the Defendant(s) in and to the premises described as "Exhibit A", which is attached hereto and made a part hereof.

Notice is given to all claimants and parties in interest that the Sheriff will, on within 30 DAYS, 1991, file a schedule of distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of  
FIRST EASTERN BANK, N.A. against JOHN L. KINGSTON AND CINDY E. MILLARD,  
and will be sold by HARRY A. ROADARMEL,  
Sheriff of Columbia County.

ATTORNEY FOR PLAINTIFF:

  
Frank C. Baker, Esquire  
6009 U.S. ROUTE 11

Bloomsburg, PA 17815

FIRST EASTERN BANK,N.A.,

Plaintiff,

vs.

JOHN L. KINGSTON AND CINDY E.  
MILLARD,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DIST.  
: COLUMBIA COUNTY BRANCH, PA.

: CIVIL ACTION

: NO. 7377 OF 19 J.D.  
: NO. OF 19 E.D.

AFFIDAVIT OF WHEREABOUTS OF DEFENDANT(S) AND TENANT(S)

The undersigned does hereby verify to the best of his knowledge, information and belief, that the name(s) and address(es) of the Defendant(s) as well as any tenant(s) if the above captioned action involves a sale of real estate, in this action are recited below. The undersigned understands that false statements herein are made subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsifications to authorities.

a. Defendant(s): JOHN L. KINGSTON  
CINDY E. MILLARD  
100 PINE STREET  
CATAWISSA PA 17820

b. Tenant(s):

Attorney for Plaintiff(s):



Frank C. Baker, Esquire  
6009 U.S. ROUTE 11  
Bloomsburg, PA 17815  
Telephone: (717) 387-0557

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380  
MCDONALDSBURG, PA 17845

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: April 9, 1991

To: Mae Hollingshead  
Tax Collector  
214 North Street  
Catawissa, Pa. 17820

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 38 of 1991 FD No: 1377 of 1990 JD

Dear Sir:

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

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: April 9, 1991

To: Catawissa Municipal Authority

RD#2

Catawissa, Pa. 17820

Re: First Eastern Bank, N. A. VS. John L. Kingston and Cindy E. Millard

No: 38 of 1991 ED No: 1377 of 1990 JD

Dear Sir:

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

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

Please send all a copy of all  
owed bills to the Sheriff's Office

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380  
HARRISBURG, PA 17105

PHONE  
(717) 784-1991

TELETYPE PHONE  
(717) 784-6100

Date: April 9, 1991

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

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard

No: 38 of 1991 FD No: 1377 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. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1991

24 HOUR OFFICE  
(717) 781-6100

Date: April 9, 1991

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

Re: First Eastern Bank N.A. VS. John L. Kingston and Cindy E. Millard  
No: 38 of 1991 ID No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: April 9, 1991

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

Re: First Eastern Bank N.A. VS. John L. Kingston and Cindy E. Millard  
No: 38 of 1991 FD No: 1377 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, last known  
address and list of recorded  
Lien holders

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 781-1991

TELETYPE  
(717) 781-6100

Date: April 9, 1991

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

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 38 of 1991 ID No: 1377 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. ROADARMEI, JR.



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

PHONE  
(717) 781-1991

TELEPHONE  
(717) 781-6100

Date: April 9, 1991

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

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard

No: 38 of 1991 FD No: 1377 of 1990 JB

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 300  
REEDSBURG, PA 17015

PHONE  
(717) 781 1991

24 HOUR PHONE  
(717) 781 6400

Date: April 9, 1991

To: Beneficial Consumer Discount Co.

P.O. Box 151

38 South Main St.,

Shenandoah, Pa. 17976

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard

No: 38 of 1991 ID No: 1377 of 1990 JD

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Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 381-1991

24 HOUR PHONE  
(717) 381-6000

Date: April 9, 1991

To: Bucher's Body Shop  
521 Merceron St.,  
Gatawissa, Pa. 17820

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 38 of 1991 (P) No: 1377 of 1990 (M)

Dear Sir:

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

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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

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: April 9, 1991

Re: Sheriff's Sale Advertising Dates

First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard

No. 38 of 1991 ED No. 1377 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week May 9, 1991  
2nd week May 16, 1991  
3rd week May 23, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff



Charles Abner, Jr.  
ATTORNEY AT LAW  
6009 NEW BERWICK HIGHWAY  
BLOOMSBURG, PA 17815

REMITTANCE ADVICE

150.	Kingston	Frederick

60-56/31

1390

PAY Seven hundred and fifty dollars

DOLLARS

DATE	TO THE ORDER OF

CHECK AMOUNT
750. <sup>00</sup>

FIRST EASTERN BANK, N.A.

Charles Abner, Jr.

⑈001390⑈ ⑆031300562⑆ ⑈129⑈063⑈4⑈

and check box(es) for additional service(s) requested.

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

*(Extra charge)*

3. Article Addressed to:	Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120
4. Article Number	P 279 613 348
Type of Service: <input type="checkbox"/> Insured <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
5. Signature	<i>Thomas C. Zerbe Jr.</i>
6. Signature of Agent	<i>William K. Hamel</i>
7. Date of Delivery	APR 10 1961
8. Addressee's Address (ONLY if requested and fee paid)	Always obtain signature of addressee or agent and <u>DATE DELIVERED</u> .

DOINES ILL. RE: JOHN REGE

PS Form 3811, Apr. 1980

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)		3. Article Addressed to: Beneficial Consumer Discount Co. P.O. Box 151 38 South Main St., Shenandoah, Pa. 17976	
4. Article Number P 279 613 347		Always obtain signature of addressee or agent and DATE DELIVERED.	
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Insured <input type="checkbox"/> Express Mail		5. Signature — Addressee 6. Signature — Agent 7. Date of Delivery	
8. Addressee's Address (ONLY if requested and fee paid)		9. Date of Delivery	

the date of delivery for additional fees the following services are available. (Consult postmaster for details and check boxes) for additional service(s) requested. 2. ☐ Restricted Delivery (Extra charge)

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

3. Article Addressed to: Catawissa Municipal Authority RD#2 Catawissa, Pa. 17820	4. Article Number P 385 087 162
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <i>Cathy H. ...</i>	6. Signature - Agent <i>...</i>
7. Date of Delivery APR 10 1991	

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

DOMESTIC RETURN RECEIPT

the date of delivery for additional fees the following services are available. (Consult postmaster for details and check boxes) for additional service(s) requested. 2. ☐ Restricted Delivery (Extra charge)

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

3. Article Addressed to: IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Procedures Function	4. Article Number P 279 613 350
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <i>...</i>	6. Signature - Agent <i>...</i>
7. Date of Delivery APR 10 1991	

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 279 613 349
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <i>...</i>	6. Signature - Agent <i>...</i>
7. Date of Delivery APR 10 1991	

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

3. Article Addressed to: Mae Hollingshead 214 North Street Catawissa, Pa. 17820	4. Article Number P 385 087 163
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <i>Mae Hollingshead</i>	6. Signature - Agent <i>...</i>
7. Date of Delivery 4/10/91	

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 385 087 164
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Express Mail	
Always obtain signature of addressee or agent and DATE DELIVERED.	
5. Signature - Addressee <i>...</i>	6. Signature - Agent <i>...</i>
7. Date of Delivery APR 10 1991	

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

DOMESTIC RETURN RECEIPT

SHERIFF'S SALE

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BY VIRTUE OF A WRIT OF EXECUTION NO. 38 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY AUGUST 29, 1991  
10:00 A.M.

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

ALL THAT CERTAIN parcel and lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southeast corner of Pine and Water Streets, and running thence by the Eastern line of Water Street in a Southerly direction a distance of 70 feet, more or less, to line of lot now or formerly of Lavina Bell;

THENCE by line of said lot in an Easterly direction a distance of 36 feet, more or less, to line of lot now or formerly of Elwyn Brooks;

THENCE by line of said lot in a Northerly direction a distance of 70 feet, more or less, to the Southern line of Pine Street;

THENCE by the Southern line of Pine Street in a Westerly direction a distance of 36 feet, more or less, to Water Street, the place of BEGINNING.

UPON WHICH is erected a frame dwelling house.

BEING THE SAME premises described in Columbia County Deed Book 335, page 66.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all Sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty (30) days after the Sale, in his office where the same will be available for inspection and that distribution will be made accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FIRST EASTERN BANK, N.A. against John L. Kingston and Cindy E. Millard.

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

Frank C. Baker, Attorney  
for Plaintiff