

# SHERIFF'S SALE

## Distribution Sheet

THORP CONSUMER DISCOUNT COMPANY, trading  
and doing business as ITT Consumer  
Discount Company

NO. 293 of 1990 JD

NO. 41 of 1990 ED

VS. Richard W. Weaver and Barbara Ellen Weaver

DATE OF SALE: June 6, 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) June 6, 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 Judy W. Snyder and Robert B. Snyder Sr. for the price or sum of Thirty Thousand, Five Hundred

Dollars.

being the

highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 30,500	
Poundage .....	610.	
Transfer Taxes .....	610.	
Total Needed to Purchase .....		\$ 31,720.00
Amount Paid Down .....		3,172.00
Balance Needed to Purchase .....		28,548.00

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ 243.61	
Poundage .....	610.00	\$ 853.61
Newspaper .....		253.37
Printing .....		
Solicitor .....		50.00
Columbia County Prothonotary .....		
Columbia County Recorder of Deeds -	Deed copy work	33.50
	Realty transfer taxes	610.00
	State stamps	
Tax Collector ( Berwick Borough )		
Columbia County Tax Assessment Office .....		669.00
State Treasurer .....		30.00
Other: .....		

TOTAL EXPENSES: \$ 2,499.48

Total Needed to Purchase	\$ 31,720.00
Less Expenses	2,499.48
Net to First Lien Holder	29,220.52
Plus Deposit	750.00
Total to First Lien Holder	\$ 29,970.52

Sheriff's Office, Bloomsburg, Pa. }

So answers

June 6, 1991

HARRY A. ROADARMEL

Sheriff

ROBERT B. OR JUDY W. SNYDER  
84 SERVICE LANE  
BLOOMSBURG, PA 17815

2056

60-8111/2313

6-13 19 91

PAY TO THE  
ORDER OF

COLUMBIA COUNTY SHERIFF'S OFFICE

\$ 28,548.00

TWENTY EIGHT THOUSAND FIVE HUNDRED FORTY EIGHT

00  
DOLLARS



PENNSYLVANIA STATE  
EMPLOYEES CREDIT UNION  
Harrisburg, PA 17110-2990

Robert B. Snyder

FOR

⑆ 231381116⑆ 2056 ⑈0450127873⑈44

© HARLAND 1990

# LIEN CERTIFICATE

DATE 4/17/91

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, 1991, in Berwick Borough are as follows:

Owner or Reputed Owner: Weaver, Richard W. & Barbara (6-65)

Former Owner: Stiner, Paul H.

Parcel No. 04.2-2-31

Description 114 Martzville Rd.

County, Township & School Tax 1990	TOTAL
	\$664.00
TOTAL	\$664.00

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

Requested by: Harry Roadarmel, Jr.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director

*6/20/91*  
*6/20/91*  
*6/20/91*

LAW OFFICES  
**SILVERBLATT & TOWNEND**  
1400 UNITED PENN BANK BUILDING  
8 WEST MARKET STREET  
WILKES-BARRE, PA. 18701-1868

EDWIN SHORTZ, JR., 1876-1953  
WILLIAM S. MCLEAN 1903-1963  
ARTHUR H. JAMES 1883-1973  
DANIEL F. DALEY 1930-1973

ARTHUR SILVERBLATT  
CHARLES H. MINER, JR.  
FRANK TOWNEND  
CHARLES D. LEMMOND, JR.  
HOWARD A. BERMAN  
BENJAMIN R. JONES, III  
JAMES F. GEDDES, JR.  
STEPHEN B. KILLIAN

TELEPHONE  
(717) 823-5181

FAX  
(717) 829-4633

June 19, 1991

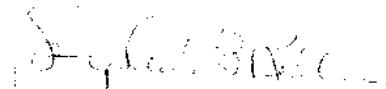
J. H. Dent  
Sheriff's Office  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

Re: Thorp Consumer Discount  
Company vs. Weaver  
Mortgage Foreclosure  
Sale No. 41 of 1991

Dear Mr. Dent:

I am returning herewith the Sheriff's Department check payable to Thorp Consumer Discount Company per your request for issuance of a corrected check after payment of the Berwick sewer bill.

Very truly yours,



STEPHEN B. KILLIAN

SBK/ps  
Enclosure

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

June 20, 1991


Connie K. Gingher  
Berwick Borough Tax Collector  
120 R.E. Third St.,  
Berwick, Pa. 18603

Dear Tax Collector:

Enclosed is CK#2925 in the amount of \$185.25, which represents payment for the Tax's on the Weaver property sold at Sheriff's Sale No. 41 of 1991.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dept  
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

June 20, 1991


Mr. Chris Klinger, Berwick Sewer Authority  
344 Market St.,  
Berwick, Pa. 18603

Dear Chrisey:

Enclosed is CK#2924 in the amount of \$887.68, which represents payment for the Sheriff's Sale of the property belonging to Weaver, No. 41 of 1991.

If you have any questions, please contact us.

Sincerely,

  
J.W. Dent  
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

June 20, 1991

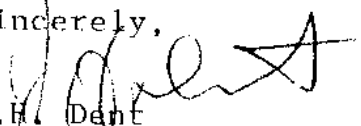
Mr. Stephen B. Killian, Attorney  
Suite #1400  
United Penn Bank Building  
Wilkes-Barre, Pa. 18701

Dear Sir:

Enclosed is CK#2928 in the amount of \$28,897.59, which represents payment for the Sheriff's Sale No. 41 of 1991 against Weaver.

Thank you very much for help.

Sincerely,

  
J.H. Dent  
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

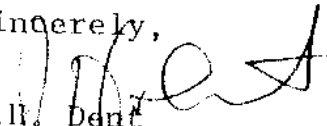
June 20, 1991

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

Dear Sir:

Enclosed is CK#2918 in the amount of \$50.00, which represents payment for the, again EXPERT legal work for the Sheriff's Sale No. 41 of 1991 against Weaver.

Sincerely,

  
J. H. Dent  
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

June 20, 1991


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

Dear Sir:

Enclosed is CK#2917 in the amount of \$253.37, which represents payment for the advertising of the Sheriffs Sale No. 41 of 1991, Throp Consumer Discount and Itt Consumer Discount Vs Richard W. Weaver and Barbara Weaver.

If you have any questions, please contact us.

Sincerely,

  
J.R. Dent  
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

June 18, 1991


Mr. Stephen B. Killian, Attorney  
Suite #400  
United Penn Bank Building  
Wilkes-Barre, Pa. 18701

Dear Sir:

Enclosed is CK#2916 in the amount of \$29,785.27, which represents payment for the Sheriff's Sale No. 41 of 1991 against Weaver.

If you have any questions, please contact us.

Sincerely,

  
J. H. Dent  
Deputy Sheriff

# SHERIFF'S SALE - COSTS SHEET

THORP CONSUMER DISCOUNT COMPANY,

trading and doing business as ITT Consumer

Discount Company

VS. Richard W. Weaver and Barbara Ellen Weaver

NO. 41 of 1990 E.D. NO. 293 of 1990 J.D. DATE OF SALE June 6, 1991  
10:00 A.M.

DOCKET & LEVY	\$ 14.00
SERVICE	91.00
MAILING	20.61
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	18.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER <u>COPIES</u>	51.00

TOTAL . . . . . \$ 243.61

PRESS-ENTERPRISE, INC.	\$ 253.37
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL . . . . . \$ 303.37

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	
	OTHER	

TOTAL . . . . . \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	13.50
	OTHER	

TOTAL . . . . . \$ 33.50

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19	19	\$ 185.25
SCHOOL TAXES, DISTRICT		
DELINQUENT TAXES, 19	19, 19, 19, 19	664.00

TOTAL . . . . . \$ 849.25

MUNICIPAL RENTS:		
SEWER - MUNICIPALITY	19	\$ 887.68
WATER - MUNICIPALITY	19	

TOTAL . . . . . \$ 887.68

SURCHARGE FEE: (STATE TREASURER) TOTAL . . . . . \$ 30.00

MISCELLANEOUS: TAX CLAIM \$ 5.00

TOTAL . . . . . \$ 2,352.41

TOTAL COSTS . . . . . \$

Poundage 610.00

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

THORP CONSUMER DISCOUNT COMPANY, trading  
and doing business as ITT Consumer  
Discount Company

VS Richard W. Weaver and Barbara Ellen Weaver

NO. 41 of 1990 E.D.

NO. 293 of 1990 J.D.

DATE OF SALE: June 6, 1991 10:00 A.M.

BID PRICE ( INCLUDES COSTS )

\$ 30,500

POUNDAGE 2% BID PRICE

\$ 610

TRANSFER TAX 2% BID PRICE

\$ 610

MISC. COSTS

\$           

TOTAL NEEDED TO PURCHASE

\$ 31,720

PURCHASER(S) :

Judy W. Snyder & Robert B. Snyder Sr.

ADDRESS :

84 Service Lane Bloomsburg, Pa 17815

NAME(S) ON DEED:

Robert B. Snyder Sr. & Judy W. Snyder

PURCHASER(S) SIGNATURE(S) :

Robert B. Snyder  
Judy W. Snyder

784-8068 (H)

759-1233 (W)

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 31,720.-

LESS DEPOSIT \$           

DOWN PAYMENT \$ 3,172.-

AMOUNT DUE IN  
EIGHT DAYS \$ 28,548.-

# SHERIFF'S SALE

## Distribution Sheet

THORP CONSUMER DISCOUNT COMPANY, trading  
and doing business as ITT Consumer  
Discount Company

VS. Richard W. Weaver and Barbara Ellen Weaver

NO. 293 of 1990 JD

NO. 41 of 1990 ED

DATE OF SALE: June 6, 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) June 6, 1991 at (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 Judy W. Snyder and Robert B. Snyder Sr. for the price or sum of Thirty Thousand, Five Hundred Dollars.

being the highest and best bidder, and that the highest and best price bid for the same; which I have applied as follows:

Bid Price .....	\$ <u>30,500</u>	
Poundage .....	<u>110</u>	
Transfer Taxes .....	<u>110</u>	
Total Needed to Purchase .....		\$ <u>31,720.00</u>
Amount Paid Down .....		<u>3,172.00</u>
Balance Needed to Purchase .....		<u>28,548.00</u>

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ <u>243.61</u>	
Poundage .....	<u>610.00</u>	\$ <u>853.61</u>
Newspaper .....		<u>253.37</u>
Printing .....		
Solicitor .....		<u>50.00</u>
Columbia County Prothonotary .....		
Columbia County Recorder of Deeds -		<u>33.50</u>
	Realty transfer taxes	<u>610.00</u>
	State stamps	
Tax Collector ( Berwick Borough )		<u>185.25</u>
Columbia County Tax Assessment Office .....		<u>669.00</u>
State Treasurer .....		<u>30.00</u>
Other: <u>BERWICK SEWER BILL</u>		<u>389.68</u>
		<u>3,572.41</u>
	TOTAL EXPENSES	\$ <u>3,572.48</u>

Total Needed to Purchase	\$ <u>31,720.00</u>
Less Expenses	<u>3,572.48</u>
Net to First Lien Holder	<u>28,147.52</u>
Plus Deposit	<u>750.00</u>
Total to First Lien Holder	\$ <u>28,897.52</u>

Sheriff's Office, Bloomsburg, Pa.

So answers

June 6, 1991

HARRY A. SHANAHAN

CLERK

30,500  
102  
61,000

24,178  
28,542

10% day 7 sale cash or cert ck  
balance 8 days

Schedule of Dist posted w/in 30 days

Dist 10 days thereafter if no spec'tions

2% Pledge - original page

2% Transfer tax - only if third party buyer  
(Bank does not pay)

Pledge

2% 1st 100 M  
1% thereafter

If Cont'd - reschedule to date certain -  
w/in 100 days of sale.

ROBERT B. OR JUDY W. SNYDER  
84 SERVICE LANE  
BLOOMSBURG, PA 17815

2044

60-8111/2313

PAY TO THE  
ORDER OF

*June 6 19 91*  
*Columbia County Sheriff*

\$ *3,172.00*

*Three thousand one hundred seventy two dollars & 00/100*



PENNSYLVANIA STATE  
EMPLOYEES CREDIT UNION  
Harrisburg, PA 17110-2990

FOR

*Down payment*

*Judy Snyder*

⑆ 23138116⑆ 2044 ⑈0450127873⑈4

© HARLAND 1990

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

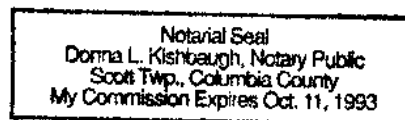
} SS:

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 16th, May 23rd, May 30th, . . . . ., 1991. . . . . 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.

Sworn and subscribed to before me this . . . . . 6th . . . . . day of June . . . . . 1991 . . . . .

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.



RECEIVED 1704

# BOROUGH OF BERWICK

CITY HALL  
INCORPORATED 1860 344 MARKET STREET REINCORPORATED 1960  
BERWICK, PENNSYLVANIA 18603  
717-752-2723

FACSIMILE NUMBER: (717) 752-2726

DATE: 6 JUN 91 NUMBER OF PAGES  
(Including Cover Page) 2

TO: Sheriff's Office  
Attention of James Dent

FROM: Christopher Kluger  
Chief Berwick Rental Clerk

SUBJECT: Sheriff's Sale

SPECIAL INSTRUCTIONS: Sorry for holding you up!

If you do not receive all of the pages, or if any part of the transmittal is illegible, please call us at (717) 752-2723.

Molly Spang  
Facsimile Operator

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

002181

344 MARKET ST. BERWICK, PA. 18603

DATE May 2, 1991

Sheriff's Office  
Courthouse  
Bloomsburg, Pa. 17816  
ATTENTION: JIM DENT

## STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE BY DAYS FROM STATEMENT DATE

SHERIFF'S SALE - June 6, 1991 property located at 114 Martzville Road, Berwick, Pa. and owned by Richard Weaver. The following is what is owed for sewer rental.

# 2231	MARCH 1991	\$ 742.77
	APR, MAY, JUN '91	50.00
	Filing fee	65.84
	Commission	23.07
	Satisfaction	5.00
		+
		\$ 887.68

Please make check payable to BOROUGH OF BERWICK along with the new owners name, address and the date of the transfer.

Thank You

*Christopher Klinger*

DATE PAID

PAID BY CHECK NO

# LIEN CERTIFICATE

DATE 4/17/91

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, 1991, in Berwick Borough are as follows:

Owner or Reputed Owner: Weaver, Richard W. & Barbara (6-65)

Former Owner: Stiner, Paul H.

Parcel No. 04.2-2-31

Description 114 Martzville Rd.

County, Township & School Tax 1990

TOTAL

TOTAL

\$664.00

\$664.00

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

Requested by: Harry Roadarmel, Jr.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

E. Long  
Director

*Sale Date*  
*4/6/91*

HARRY A. ROADARMET, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380  
WILKES-BARRE, PA 18701

RECORDED  
6/17/1991

RECORDED  
6/17/1991

May 1, 1991

Mr. Stephen B. Rillian, Attorney  
Suite 1400  
United Penn Bank Building  
Wilkes-Barre, Pa. 18701

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

VS. 41 of 1991 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday May 1, 1991

POSTED A COPY OF THE SHERIFF'S SALE BILL  
ON THE PROPERTY OF Richard W. Weaver and Barbara Ellen Weaver  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY  
SHERIFF J.B. 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.B. Dent*  
J.B. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMET, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS

1st

DAY OF

May

1991

*Lance B. Kline*

LANCE B. KLINE, PROTHONOTARY OF  
COLUMBIA COUNTY



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: Richard W. Weaver and Barbara Ellen Weaver  
No. 293 of 1990

Dear Sheriff Roadarmel:

Checking the records of the Financial Enforcement Section, I do find a Richard Weaver, without a middle initial on our records, but his residence is given as Hunlump Creek, Luzerne County, so it is probably not the Richard W. Weaver against whom Thorp Consumer Discount is executing lien.

Very truly yours,

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

TCZ/kf

**TAX NOTICE** 1991 REAL ESTATE  
BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
R 20 E 3RD ST MIDTOWN PLAZA  
BERWICK, PA. 18603

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M  
A  
J  
L  
T  
O  
  
WEAVER, RICHARD W & BARBARA  
114 MARTZVILLE ROAD  
BERWICK, PA 18603

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	FACE	NO. PENALTY
COUNTY R.E.	2850	25.00	69.82	71.25	78.38	
SINKING FUND		2.00	5.59	5.70	6.27	
TWP/BORO R.E.		30.00	83.79	85.50	89.78	
FIRE		3.00	8.38	8.55	8.98	
LIGHTS		5.00	13.96	14.25	14.96	

THE DISCOUNT & THE PENALTY  
HAVE BEEN COMPUTED  
FOR YOUR CONVENIENCE

**PAY THIS**  
**AMOUNT** 

APR 30  
IF PAID ON  
OR BEFORE

JUN 30  
IF PAID ON  
OR BEFORE

JULY 1  
IF PAID  
AFTER

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

ACCT NO. 14624

PARCEL 04.2-2-31

114 MARTZVILLE RD

L-IRREGL

BUILDINGS

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

THIS TAX RETURNED  
TO COURT HOUSE:  
JANUARY 24, 1992

TOTAL 2,850

REC'D BY

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

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

TELETYPE  
(717) 784-6100

April 12, 1991

Mr. Stephen B. Killian, Attorney  
Suite 1400  
United Penn Bank Building  
Wilkes-Barre, Pa. 18701

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

NO. 41 of 1991 E.D.

WRIT OF EXECUTION- MORTGAGE FORECLOSURE

SERVICE ON Barbara E. Weaver

ON Friday April 12, 1991 AT 1:25 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

Barbara E. Weaver, AT 107 A Summerhill Ave.,

Berwick, 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

Barbara E. Weaver

SO ANSWERS:

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 12th

DAY OF April 19 91

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

SHERIFF

# REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

MORTGAGOR(S):		ACCOUNT NUMBER 10001-6		301 Market Street	
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME	ADDRESS	
WEAVER, RICHARD	W.		WEAVER, BARBARA ELLEN	Berwick, PENNSYLVANIA	
ADDRESS				114 Martzville Road, Berwick, Pennsylvania 18603	

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Columbia, Commonwealth of Pennsylvania, to-wit:

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

BEGINNING at the corner of Martzville Road and Seventeenth Street (sometimes called Michael Street and formerly Columbia Avenue); thence westerly along said Seventeenth Street a distance of Twenty (20) feet to Lot Number Thirty-nine (39); thence southerly along said lot a distance of One Hundred Sixty (160) feet to an alley; thence easterly along said alley a distance of One Hundred Twenty (120) feet to an alley; thence northerly along said alley a distance of Forty (40) feet to Martzville Road; thence along said Martzville Road, a distance of One Hundred Twenty-five (125) feet, more or less, to the place of beginning.

THIS description is intended to cover and this deed to convey Lots Numbers Forty (40), Forty-One (41) and Forty-Two (42) in Bowman's Addition to Berwick, at the end of Market Street.

Being the same premises conveyed to Richard W. Weaver and Barbara Ellen Weaver, his wife, by deed of Paul H. Striner, et ux, dated June 11, 1963 and recorded in D. B. 228 Pa. 82, 6-22-65. together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagor is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated March 31, 1981, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$ 26,008.89, and having the date of its final payment due on April 6, 1991.

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) Pay such losses and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice to the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.



# REAL ESTATE MORTGAGE

MORTGAGOR(S):		ACCOUNT NUMBER 26160042		MORTGAGEE: Thorp Consumer Discount Company DBA ITT FINANCIAL 226 WYOMING AVE KINGSTON PENNSYLVANIA 18704	
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME		
WEAVER	RICHARD	W	BARBARA ELLEN		
ADDRESS				ADDRESS	
114 MARTZVILLE RD BERWICK PA 18603					

WITNESSETH, That Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of COLUMBIA, Commonwealth of Pennsylvania, to wit:

ALL THAT IS CERTAIN PIECE OF LAND SITUATED IN THE BOROUGH OF BERWICK  
COUNTY OF COLUMBIA, PA AS MORE FULLY DESCRIBED IN DEED BOOK 228 PAGE 948.  
COLUMBIA COUNTY RECORDS.

together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagee is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

## ITT FINANCIAL SERVICES

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum plus interest, as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated 4-6-87, executed by Mortgagor and payable to the order of Mortgagee, in the sum of \$ 35269.35, plus interest, and having the date of its final payment due on 4/10/02, or as extended, deferred or restructured by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the interest, then principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense for collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against his Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any building which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

BOOK 387 PAGE 339

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.  
(3) Whenever, by the terms of this instrument of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.  
(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.  
(5) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.  
(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgage shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.  
(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 6th day of April, 1987

Signed, sealed and delivered in the presence of:

Tim Bentz  
TIM BENTZ, Witness

Richard W. Weaver (SEAL)  
RICHARD W WEAVER

James Krader  
JAMES KRADER, Witness

Barbara Ellen Weaver (SEAL)  
BARBARA ELLEN WEAVER

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LUZERNE

On this 6 day of April, 1987, before me, a Notary Public,  
Personally appeared RICHARD W WEAVER  
and BARBARA ELLEN WEAVER

Known to me to be  
the person(s) whose name(s) are subscribed to the within instrument and  
acknowledges that THEY executed the same for the purposes  
therein contained.

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

My Commission Expires 28 AUG 1989  
Notary Public, Pennsylvania Association of Notaries

Donald R. Portnuch  
DONALD R. PORTNUCH

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Columbia 2:52pm

Recorded on this 27th day of April, A.D. 1987, in the Recorder's Office of the said County.  
In Mortgage Book Vol 387, page 339

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LUZERNE

CERTIFICATE OF RESIDENCE

I, TIM BENTZ per Cynthia T. Martz  
of Thorp Consumer Discount Company, the Mortgagee, hereby certify  
that the precise residence of Mortgagee is  
226 WYOMING AVE  
KINGSTON, PA 18704

Witness my hand this 6 day of April, 1987.  
Cynthia T. Martz  
Agent of Mortgagee

Beverly J. Michiel  
Recorder

This instrument was drafted by

Business Address:

\* Name and address of each mortgagor and witness is required.

\* Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

Recorded	Number
Vol	Page
387	341
From	To
RICHARD W WEAVER BARBARA ELLEN WEAVER	THORP CONSUMER DISCOUNT COMPANY
Fees, \$ 13.50	Address

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: April 11, 1991

To: IRS

P.O. Box 12050

Philadelphia, Pa. 19106

Attention: Special Procedures Function

Thorp Consumer Discount  
Company, trading and doing

Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company

No: 41 of 1991 ID No: 293 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.

Note: A copy of the Writ of Execution,  
Notice of Sheriff's Sale and  
copy of the Sale Bill and list  
or recorded lien holders is also  
enclosed.

Respectfully,

Harry A. RoadarmeI, Jr.  
Sheriff of Columbia County

APR 9 9 58 AM '91

By virtue of Writ of Execution No. 48 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 Columbia County Courthouse, Bloomsburg, Pennsylvania, on , 1991, at .m. all the right, title and interest of the Defendants in and to:

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

BEGINNING at the corner of Martzville Road and Seventeenth Street South 36° 15' East two hundred forty (240) feet;

THENCE Westerly along said Seventeenth Street a distance of Twenty (20) Feet to Lot Number Thirty-nine (39);

THENCE Southerly along said lot a distance of One Hundred Sixty (160) Feet to an alley;

THENCE Easterly along said alley a distance of One Hundred Twenty (120) Feet to an alley;

THENCE Northerly along said alley a distance of Forty (40) Feet to Martzville Road;

THENCE along said Martzville Road a distance of One Hundred Twenty-five (125) Feet, more or less, to the place of beginning.

This description is intended to cover and this deed to convey Lots Numbers Forty (40), Forty-one (41) and Forty-two (42) in Bowman's Addition to Berwick at the end of Market Street.

BEING the same premises conveyed to Richard W. Weaver and Barbara Ellen Weaver, his wife, by Deed of Paul H. Stiner and Harriet E. Stiner, his wife, dated June 11, 1965, and recorded in Columbia County Deed Book 387, Page 340.

SUBJECT all exceptions, reservations, conditions, covenants and restrictions as contained in line of title.

TOGETHER WITH all buildings and improvements thereon.

Plate No. 04.2-2-31

PIN No. 04.2-2-31

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 Thorp Consumer Discount Company, trading and doing business as ITT Consumer Discount Company against Richard W. Weaver and Barbara Ellen Weaver, his wife, and will be sold by Harry A. Roadarmel, Jr., Sheriff of Columbia County.

SILVERBLATT & TOWNEND

By: Stephen B. Killian  
STEPHEN B. KILLIAN, ESQUIRE  
1400 United Penn Bank Building  
Wilkes-Barre, PA 18701  
(717) 823-5181

THORP CONSUMER DISCOUNT  
COMPANY, trading and doing  
business as ITT CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

RICHARD W. WEAVER and  
BARBARA ELLEN WEAVER, his wife,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY DIVISION

CIVIL ACTION -- LAW

ACTION IN MORTGAGE FORECLOSURE

NO. 293 OF 1990

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA:

:SS:

COUNTY OF LUZERNE :

STEPHEN B. KILLIAN, attorney for Thorp Consumer Discount Company,  
trading and doing business as ITT Consumer Discount Company, the Plaintiff in  
the above action, sets forth as of the date of the Praecipe for Writ of  
Execution was filed the following information concerning the real property  
located at 114 Martzville Road, Berwick, Columbia County, Pennsylvania, as  
more fully described in description attached hereto, incorporated herein by  
reference thereto, made a part hereof and marked Exhibit "A".

1. The name and address of owners or reputed owners:

Richard W. Weaver  
Unknown

Barbara Ellen Weaver  
107A Summerhill Avenue  
Berwick, PA 18603

2. The name and address of the Defendants in the judgment:

Richard W. Weaver  
Unknown

Barbara Ellen Weaver  
107A Summernill Avenue  
Berwick, PA 18603

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

APR 9 9 58 AM '91

Beneficial Consumer Discount Company  
44 West Broad Street  
Hazleton, PA 18201

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

Thorp Consumer Discount Company  
t/d/b/a ITT Consumer Discount Company  
U. S. 11, West Side Mall  
P. O. Box 1433  
Edwardsville, PA 18704

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

None

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

None

7. 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:

None

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

Dated: April 9, 1991

Stephen B. Killian  
STEPHEN B. KILLIAN, ESQUIRE



THORP CONSUMER DISCOUNT	:	IN THE COURT OF COMMON PLEAS
COMPANY, trading and doing	:	
business as I/T CONSUMER	:	OF THE 26TH JUDICIAL DISTRICT
DISCOUNT COMPANY,	:	
Plaintiff,	:	COLUMBIA COUNTY DIVISION
	:	
vs.	:	CIVIL ACTION -- LAW
	:	
RICHARD W. WEAVER and	:	<u>ACTION IN MORTGAGE FORECLOSURE</u>
BARBARA ELLEN WEAVER, his wife,	:	
	:	
Defendants.	:	NO. 293 OF 1990

WRIT OF EXECUTION NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a Petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a Petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the Mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a Petition with the Court to strike the judgment.

In addition you may have the right to Petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a Petition with the Court after the sale and before the Sheriff has delivered his deed to the 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.

Susquehanna Legal Services  
R. D. #4  
Bloomsburg, PA 17815  
(717) 784-8760

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

THORP CONSUMER DISCOUNT  
COMPANY, trading and doing  
business as ITT CONSUMER  
DISCOUNT COMPANY,

Plaintiff,

vs.

RICHARD W. WEAVER and  
BARBARA ELLEN WEAVER, his wife,  
Defendants.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 293 Term 1990 J.D.

No. 41 of 1991 Term 1991 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See description attached.

Amount Due

\$ 39,832.86

Interest from February 20, 1990,  
to date of sale

\$ \_\_\_\_\_

TOTAL

\$ \_\_\_\_\_ Plus costs

as endorsed.

Dated April 9, 1991

(SEAL)

Tami B. Kline  
Prothonotary, Court of Common Pleas of  
~~Luzerne~~ Columbia County, Pennsylvania

By: Elizabeth A. Brown  
Deputy

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

BEGINNING at the corner of Martzville Road and Seventeenth Street South 36° 15' East two hundred forty (240) feet;

THENCE Westerly along said Seventeenth Street a distance of Twenty (20) Feet to Lot Number Thirty-nine (39);

THENCE Southerly along said lot a distance of One Hundred Sixty (160) Feet to an alley;

THENCE Easterly along said alley a distance of One Hundred Twenty (120) Feet to an alley;

THENCE Northerly along said alley a distance of Forty (40) Feet to Martzville Road;

THENCE along said Martzville Road a distance of One Hundred Twenty-five (125) Feet, more or less, to the place of beginning.

This description is intended to cover and this deed to convey Lots Numbers Forty (40), Forty-one (41) and Forty-two (42) in Bowman's Addition to Berwick at the end of Market Street.

BEING the same premises conveyed to Richard W. Weaver and Barbara Ellen Weaver, his wife, by Deed of Paul H. Stiner and Harriet E. Stiner, his wife, dated June 11, 1965, and recorded in Columbia County Deed Book 387, Page 340.

SUBJECT all exceptions, reservations, conditions, covenants and restrictions as contained in line of title.

TOGETHER WITH all buildings and improvements thereon.

Plate No. 04.2-2-31

PIN No. 04.2-2-31

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA 17015

PHONE  
(717) 284-1991

TELETYPE PHONE  
(717) 284-6100

Date: April 11, 1991

to: Beneficial Consumer Discount Company  
44 West Broad St.,  
Hazleton, Pa. 18201

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen  
Discount Company Weaver  
No: 41 of 1991 FD No: 293 of 1990 MD

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  
HARRISBURG, PA 17115

PHONE  
(717) 784-1991

TELETYPE  
(717) 784-6100

Date: April 11, 1991

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

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen  
Discount Company Weaver  
No: 41 of 1991 10 No: 293 of 1990 30

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any  
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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  
HARRISBURG, PA. 17115

PHONE  
(717) 781-1991

TELETYPE  
(717) 781-6100

Date: April 11, 1991

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

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company  
No: 41 of 1991 ID No: 293 of 1990 JD

Dear Sir:

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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 300  
HICKENSBURG, PA 17015

PHONE  
(717) 781-1991

TELETYPE  
(717) 781-6100

Date: April 11, 1991

To: IRS

P.O. Box 12050

Philadelphia, Pa. 19106

Attention: Special Procedures Function

Thorp Consumer Discount  
Company, trading and doing

Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company

No: 41 of 1991 ID No: 293 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 300  
HICOMBSBURG, PA 17013

PHONE  
(717) 781-1991

TELETYPE  
(717) 781-6100

Date: April 11, 1991

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

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company  
No: 41 of 1991 ID No: 293 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. ROADARMET, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1991

TELETYPE  
(717) 781-6000

Date: April 11, 1991

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

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company  
No: 41 of 1991 FD No: 293 of 1990 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any  
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Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmet, 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

TELETYPE  
(717) 781-6800

Date: April 11, 1991

To: Connie Gingher  
Tax Collector  
120 Rear E. 3rd St.,  
Midtown Plaza  
Berwick, Pa. 18603

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company  
No: 41 of 1991 ID No: 293 of 1990 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any  
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Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1991

TELETYPE PHONE  
(717) 781-6100

Date: April 11, 1991

To: Chris Klinger  
Berwick Sewer Authority  
344 Market St.,  
Berwick, Pa. 18603

Thorp Consumer Discount  
Company, trading and doing  
Re: business as ITT Consumer VS. Richard W. Weaver and Barbara Ellen Weaver  
Discount Company  
No: 41 of 1991ED No: 293 of 1990 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any  
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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 300  
BLOOMSBURG, PA 17815

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: April 11, 1991

Re: Sheriff's Sale Advertising Dates

Thorp Consumer Discount  
Company, trading and vs. Richard W. Weaver and Barbara Ellen Weaver  
doing business as ITT Consumer

Discount Co. No. 41 of 1991 ED No. 293 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week May 16 1991  
2nd week May 23 1991  
3rd week May 30, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff

**ITT FINANCIAL SERVICES**

**Nº 5213 45990**

★ 5213 45990

PAY TO THE ORDER OF

COLUMBIA COUNTY SHERIFF

DATE

CHECK AMOUNT

\* 04/10/91 \$750.00\*\*

FOR:

**FEE FOR MORTGAGE FORECLOSURE  
ON RICHARD WEAVER**

*James K. Hill*  
AUTHORIZED SIGNATURE

COMMERCIAL BANK  
Check No. 000007  
or Cash  
NEW YORK BANK  
New York, New York

COUNTER SIGNATURE REQUIRED IF CHECK AMOUNT  
IS \$10,000 OR MORE

⑈521345990⑈ ⑈071923284⑈ 49⑈00057⑈

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery 41  
Consult postmaster for fee.

3. Article Addressed to:  
Beneficial Consumer Discount Company  
44 West Broad St.  
Hazleton, Pa. 18201

4a. Article Number  
P 385 087 175

4b. Service Type  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
APR 12 1991

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

5. Signature (Addressee)  
6. Signature (Agent)  
PS Form 3811, October 1990

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

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

4a. Article Number  
P 385 087 176

4b. Service Type  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
APR 15 1991

5. Signature (Addressee)  
6. Signature (Agent)

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

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

**DOMESTIC RETURN RECEIPT**

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

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

4a. Article Number  
P 385 087 178

4b. Service Type  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
APR 15 1991

5. Signature (Addressee)  
6. Signature (Agent)

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

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

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- Write "Return Receipt Requested" on the mailpiece next to the article number.

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

4a. Article Number  
P 385 087 177

4b. Service Type  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
APR 15 1991

5. Signature (Addressee)  
6. Signature (Agent)

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

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

41  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

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

4a. Article Number  
P 385 087 183

4b. Service Type  
☐ Registered  
☒ Certified  
☐ Express Mail  
☐ Return Receipt for Merchandise

5. Signature (Addressee)  
*Debra Albright*

6. Signature (Agent)  
*Debra Albright*

7. Date of Delivery  
4-12-91

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

PS Form 3811, October 1990

41  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

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

4a. Article Number  
P 385 087 179

4b. Service Type  
☐ Registered  
☒ Certified  
☐ Express Mail  
☐ Return Receipt for Merchandise

5. Signature (Addressee)  
*Christopher Klinger*

6. Signature (Agent)  
*Christopher Klinger*

7. Date of Delivery  
4-12-91

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

PS Form 3811, October 1990

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, 4a & b.
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- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

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

4a. Article Number  
P 385 087 180

4b. Service Type  
☐ Registered  
☒ Certified  
☐ Express Mail  
☐ Insured  
☐ COD  
☐ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)  
*Debra Albright*

6. Signature (Agent)  
*Debra Albright*

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

PS Form 3811, October 1990

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- Complete items 3, 4a & b.
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- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:  
Connie Gingher  
Tax Collector  
120 Rear E. 3rd St.,  
MidTown Plaza  
Berwick, Pa. 18603

4a. Article Number  
P 385 087 181

4b. Service Type  
☐ Registered  
☒ Certified  
☐ Express Mail  
☐ Insured  
☐ COD  
☐ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)  
*Connie Gingher*

6. Signature (Agent)  
*Connie Gingher*

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

PS Form 3811, October 1990

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Berwick Sewer Authority  
344 Market St.,  
Berwick, Pa. 18603

4a. Article Number  
P 385 087 182

4b. Service Type  
☐ Registered  
☒ Certified  
☐ Express Mail  
☐ Insured  
☐ COD  
☐ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)  
*Christopher Klinger*

6. Signature (Agent)  
*Christopher Klinger*

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

PS Form 3811, October 1990

SHERIFF'S SALE

---

BY VIRTUE OF A WRIT OF EXECUTION NO. 41 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 JUNE 6, 1991

10:00 A.M.

---

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

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

BEGINNING at the corner of Martzville Road and Seventeenth Street South 36' 15' East two hundred forty (240) feet:

THENCE Westerly along said Seventeenth Street a distance of Twenty (20) Feet to Lot Number Thirty-nine (39);

THENCE Southerly along said lot a distance of One Hundred Sixty (160) Feet to an alley;

THENCE Easterly along said alley a distance of One Hundred Twenty (120) Feet to an alley;

THENCE Northerly along said alley a distance of Forty (40) Feet to Martzville Road;

THENCE along said Martzville Road a distance of One Hundred Twenty-five (125) Feet, more or less, to the place of beginning.

This description is intended to cover and this deed to convey Lots Numbers Forty (40), Forty-one (41) and Forty-two (42) in Bowman's Addition to Berwick at the end of Market Street.

BEING the same premises conveyed to Richard W. Weaver and Barbara Ellen Weaver, his wife, by Deed of Paul H. Stiner and Harriet E. Stiner, his wife, dated June 11, 1965, and recorded in Columbia County Deed Book 387, Page 340.

SUBJECT all exceptions, reservations, conditions, covenants and restrictions as contained in line of title.

TOGETHER WITH all buildings and improvements thereon.

Plate No. 04.2-2-31

PIN No. 04.2-2-31

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 THORP CONSUMER DISCOUNT COMPANY, trading and doing business as ITT CONSUMER DISCOUNT COMPANY against Richard W. Weaver and Barbara Ellen Weaver, his wife.

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

Stephen B. Killian, Attorney for Plaintiff