## "YERIFF'S SALE - COSTS SHEFT

First National Bank of Berwick VS. Randy and Tracy Sink
10. 64 of 1991 E.D. NO. 628 of 1991 J.D. DATE OF SALE N/A
DOCKET & LEVY SERVICE VAILING ADVERTISING, SALE BILLS & NEWSPAPERS POSTING HANDBILLS VILEAGE CRYING/ADJOURN OF SALE SHERIFF'S DEED DISTRIBUTION OTHER
TOTAL
Press-Enterprise, Inc.  Jenrie Printing Solicitor's Services  \$ 36732  5000
TOTAL
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER
TOTAL
RECORDER OF DEEDS: COPYWORK - \$ 2000 OTHER_
Total
REAL ESTATE TAXES! BOROUGH/TWP. & COUNTY TAXES, 19, 19, 19
TOTAL
MUNICIPAL RENTS: SEWER " MUNICIPALITY
TOTAL
SURCHARGE FEE: (STATE TREASURER) TOTAL
MISCELLANEOUS: TAXCLAIM \$ 500
Total
TOTAL COSTS
631192

LAW OFFICES

## BULL & BULL

106 MARKET STREET BERWICK, PA 18603

ROBERT E. BULL ROBERT A. BULL BICHARD W. KNECHT. SYLVIA H. KAPUSHINSKI JOHN W. McDANEL

December 20, 1991

AREA CODE 717 TELEPHONE 759-1231

FAX 717-759-3880

Columbia County Sheriff's Dept. West Main Street Bloomsburg, PA 17815

Attention: Jim Dent

RE: Sink Mortgage Foreclosure

Dear Jim,

I am writing to confirm that the Sink Mortgage Foreclosure sale scheduled for the end of January should be cancelled as the First National Bank of Berwick will not be proceeding further on this action.

Very Truly Yours,

Light a H. Kapushinki, Esq.

LAW OFFICES

## BULL & BULL

106 MARKET STREET BERWICK, PA 18603

ROBERT E. BULL ROBERT A. BULL RICHARD W. KNECHT SYLVIA H. KAPUSHINSKI JOHN W. McDANEL

AREA CODE 717
TELEPHONE 759-1231
---FAX 717-759-3680

October 23, 1991

Columbia County Court House W. Main Street Bloomsburg, PA 17815

Attention: Jim Dent

Dear Jim,

I am writing to confirm that the Sink Foreclosure Sale originally scheduled for October 24, 1991, will be rescheduled for January 30 1992, pursuant to PRCP 1329.3. Also, please make that announcement at the sale scheduled for October 24, 1991.

Very Truly Yours,

Sylvia H. Kapushinski, Esq.

## STATE OF PENNSYLVANIA COUNTY OF COLUMBIA SS:

Larraine Kreischer, Publisher's Assistant, being duly sworn according to law depose 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 of advertisement in the above entitled proceeding which appeared in the issue of said newspape on
Sworn and subscribed to before me this 31 at day of 19 9/
(Notary Public)
My Commission Expires  Notarial Seal  Donna L. Kishbaugh, Notary Public Scott Twp., Columbia County My Commission Expires Oct. 11, 1993
Member, Permsylvania Association of Notaries   1  And now,
charges amounting to \$ for publishing the foregoing notice, and the fee for thi affidavit have been paid in full.

Type of Service:    Type of Service:   Registered   Insured   COD     Express Mail   Got Merchandise   Chways obtain signature of addressee or agent and DATE DELIVERED     S. Addressee's Addresse (ONLY if   Coduction of addressee   Coduction of a	Small Business Administration 20 M. Pennsylvania Ave., Room 2327  5. Signature - Addressee  K. Signature - Addressee  X. S	S Form 3811, Apr. 1989 + U.S.G.P.O. 1989-238-815	5. Signature - Agent  X  X  T. Date of Delivery  T. Date of Delivery  T. Date of Delivery	5. Signature - Addressee			the date of delivery. For additional fees the following services are available and check box(es) for additional servicets requested.  1 Show to whom delivered, date, and addressee's address.  2 in Extra charge!  A trole Addressed to:  4. Article N
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weys obtain signature of addressee agent and DATE DELIVERED.		1989	6/	Addresses	205 205 205 Fu
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## HARRY A. ROADARMEL, JR.



## SHERITE OF COLUMBIA COUNTY COURT HOUSE - F. O. HOY JUIL HOUSE - F. O. HOY JUIL HOUSE - FA 17815

FH098 (2.17) 784-1991

- 21 Hostin beloog - (772) 784 6300

September 16, 1991

Sylvia H. Kapushinski BULL AND BULL 106 Market Street Berwick, Pa. 18603 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

V5. 64 of 1991 E.D.

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

## POSTING OF PROPERTY

Monday September 16, 1991 POSTED A	
COLUMBIA COUNTY, PERNSYLVANIA. SAID POSTING P	
Note: A copy of the Sale Bill was also posted within the Sheriff's Office and Lobby of the Court House.	J.H. Dent DEPUTY SHERIFT SHERIFF, MARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BLEDRE ME

1111s 16 th

DAY OF Sout. 19 71

TAME B. KLENE, PROTHONOLARY OF EAS

PROTH. & CLK. OF SEV. COURTS MY COMM. EX. 1st MON. JAN. 1, 1993

# LIED GEHALL TOYLE

17.

DATE 8/3	0/91	
this is to	certify that according to our records, In the Tax Claim November against the pro ow, as of December 11, 19 90 .in Miffil	marku
Owner or Repute	d Dwner: Sink, Randy L. & Tracy A. (12	2-84)
Former Owner:	Delwood Devel of Pa. Inc.	
	23-05E-3-5	
	132X110	
		TUTAL
	1990	\$ 739_00
		<u> </u>
	TOTAL	\$ 739,00
The above of	tigures represent the amounts due during November 1991	ig the month
Requested by: _1	Harry A. Roadarmel, Jr.	
	bltector	0

6434. J.

## HARRY A. ROADARMH, JR.



## SHIPBL OF COLUMBIA COURTY

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GOOMSHIELD, D. DOX BEG

ATTRICTURE TO THE

December 24, 1991

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

Dear Sir: (BIG GUY)

Enclosed is CR#3593 in the amount of \$50.00, which represents payment for the expert Legal advice for Sheriff's Sale No. 64 of 1991, The First National Bank of Berwick Vs Randy L and Tracy A Sink.

Thank you very much.

Sinderely

J.H. Deht

Deputy Sheriff

## HARRY A. ROADARMEL, JR.



## SHIPPE OF COLUMBIA COUNTY

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COURT HORISE : P. O. ROY 380 - MOOMSBURG, PA. 17815

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December 24, 1991

Sylvia H. Kapushinski, Esquire BULL and BULL 106 Market St., Berwick, Pa. 18603

Dear Sylvia:

Enclosed is CK#3588 in the amount of \$112.10, which represents a refund from the advanced cost for the Writ of Execution Mortgage Foreclosure, The First National Bank of Berwick Vs Randy L and Tracy A. Sink. Also enclosed is a copy of the Sheriff's Cost Sheet

If you have any questions, please contact us.

Sinderel

Deputy Sheriff

## HARRY A. ROADARMEL, IR.



#### SHIPPE OF COLUMBIA COUNTY

0.173.707.1991 0.173.707.1991 COURT HOUSE "P. O ROX 300 BLOCASSBIRG, PA 157815

Statestin sales of

December 24, 1991

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

Dear Sir:

Enclosed is CK#3592 in the amount of \$267.32, which represents payment for the advertising of the Sheriff's Sale No. 64 of 1991. The First National Bank of Berwick Vs Randy L and Tracy A Sink.

Thank you very much.

Sinderely

Deputy Sheriff



#### Farmers Home Administration

Cued Linderval Hard All Ber Bud Auguspung AB 1878 N Uni Maan B

Occober 18, 1991

Mr. harry A. Roadarmei, Jr. Jacis of Columbia County 8.0. Bem 380 blocmsburg, FA 17615

RE: Sheriff Sale 1st National Bank of Berwick vs. Randy & Fracy Sink Thursday, October 24, 1991

Uest Mr. Roadarmel:

This letter is to advise you of our security interest in the above reneced property. Our security consists of a 1st Mortgage on the operaty. The current indebtedness is: \$38.241.08 of unpaid principal, \$585.01 of unpaid interest, and \$19.196.00 of interest credit subsidy granted, with a total indebtedness to Farmers Home Administration of \$58,022.09.

Our regulations disallow our placing a bid at a sunior lien holders sale. To comply with our regulations, we respectfully request that you amnounce at the sale that. The sale and transfer of the increary is subject to the FmHA mortgage". It is our intention to artend the sale to answer any questions you or the public may have.

John W. Nicoletto Lounty Supervisor

 $M / \mathbb{S}$ 



## COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

September 5, 1991

ERNEST D. PREATE, Jr. ATTORNEY GENERAL

Reply To:

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

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

Randy L. And Tracy A. Sink

Dear Sheriff Roadarmel:

The records of the Financial Enforcement Section, Office of Attorney General reveal no claim against Randy L. or Tarcy A. Sink.

Very truly yours,

Thomas C. Zerbe, Jr.

Deputy Attorney General

Financial Enforcement Section

TCZ/kf

	Delwood Devel of Pa. Inc.	<u> </u>
	23-05E-3-5	
Description	132X110	
		TUTAL
	1990	\$ 739.00
	TOTAL	\$ 739.00
The above	figures represent the amounts due duri-	ng the month
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	TT	
Design of the second second	Harry A. Roadarmel, Jr.	

Director

USDA-FmHA Form FmHA 427-1 PA (Rev. 4-28-83)

#### REAL ESTATE MORTGAGE FOR PENNSYLVANIA

		PIORIEMBELVANIA	
THIS MORTGAGE is	made and entered into byRAN	DY L. SINK and TRA	CY A SINK.
HUSBAND &	WIFE. of R. D. #4. I	ot No. 7. Berlin T	railer Court.
residing inBerwick	Columbia	County, Pennsylvania,	, whose post office address is
"Government," and: WHEREAS Borrower agreement(s), herein called	Lot No. 7. Berlin Trans and The United States of America, and The United States of America, and the Mortgagee, whose principles indebted to the Government, as emote," which has been executed by entire indebtedness at the option of	acting through the Farmers He ipal office is located in Washing videnced by one or more promi  Borrower is navable to the or	ome Administration, United gron, D.C., herein called the issury note(s) or assumption
Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
12/7/84	\$41,500.00	11 7/8	12/7/2017

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument will be increased after 3 years, as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without instrument shall not secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any recreawals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prorrapt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of \_\_\_Columbia

ALL THAT CERTAIN PIECE, parcel and tract of land situate in Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

boor 341 BASE 180

FmHA 427-1 PA (Rev. 4-28-83)

BEGINNING at a steel pin located along the northern right-of-way line of Centre Drive and the southwest corner of Lot No. 3, thence along the southern right-of-way line of Contre Drive, South 66 degrees 15 minutes West, 132 feet to a steel pin; thence North 23 degrees 43 minutes 30 seconds West, 110 feet to a steel pin; thence along land now or late of J. L. Vandermark, Inc., North 66 degrees 15 minutes East, 132 feet to a steel pin; thence along the western line of Lot No. 3, South 23 degrees 43 minutes 30 seconds East, 110 feet to the place of beginning.

Said description being taken from a survey prepared by Charles B. Webb, dated June 10, 1978.

together with all rights, interests, casements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by wittee of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

This is a purchase money moregage under the lien priority laws of the Commonwealth of Pennsylvania, as amended. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harm-less the Government against any loss under its insurance of payment of the note by reason of any default by Borrowet. At all times when the note is held by an instred holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, 23 well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Bostower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest

(5) All advances by the Government including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government secured hereby, in any order the Government secured hereby. ment determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(B) To keep the property insured as required by and under insurance policies approved by the Government and, at

its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and appropriate the supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and appropriate the supplementary agreement. rey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, cours costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgage hereunder, including but not limited to the power to grant consents, partial releases, sub-ordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the iten or any benefits

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed

enants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt liable under the note or any indebtedness to the Government secured by this instrument. (b) release any party who is liable under the note or for the debt from liability to the Government. (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

oy application law, shain not no a waiver of or precince the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such

other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or makeran assignment for the benefit of creditors, the Governnamed as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of burrower ineur and pay reasonable expenses for repair or maintenance of and take possession of, operate or tent the property. (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of or to paid, (c) the door evidenced by the note and all indebtedness to the Government secured hereby. (d) inferior liens of record required by law or a competent court to be so paid, (c) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appearisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment imiting the amount thereof or the time within which such action inust be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent,

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or tepair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell repair of property to be used as an owner-occupied owesting (nerein caused the dwelling) and its portower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognized as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home, Administration, and to its future

regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, P. O. Box 905, Federal Building, Harrisburg, Pennsylvania 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Pinance Office records (which normally will be the same as the post office address shown about

(23) Upon default by Borrower as aforessid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public succion to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the tovernment if not contary to statute, or (c) written agreement hereafter made-between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HERE—THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HERE—SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such (25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable. IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and scal(s) this. of December, Signed, sealed, and delivered in the presence of: \$1nk ACKNOWLEDGMENT Recorded in Columbia County Record 8k 341 pg 180 2:00pm STATE OF PENNSYLVANIA COUNTY OF \_\_COLUMBIA On this . day of \_\_\_\_ December Public in and for said State and County, personally appeared RANDY I. SINK & TRACY A. SINK. known (or satisfactorily proved) to me to be the person(s) whose name(s)\_ are ..... subscribed to the within instrument, and acknowledged to me that \_ executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official peak My commission expires Let (NOTORIAL SEAL) CONTRACTOR OF THE PARTY OF THE 7چ RESIDENCE CERTIFICATE that the precise residence of the within-named Mortgagee is Washington, D.C. or Mortzagee 3094 341 PAGE 183

1

## MORTGAGE

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

ALL THAT CERTAIN

Recorded in Columbia County
Record Book 391 Page 590
June 29, 1987 10:44AM

Cheurly J. Mechael

THIS MORIGAGE shall be UNDER AND SUBJECT to the general provisions, covenants, conditions and obligations contained in a Stipulation of General Mortgage Provisions which are incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania, in Mortgage Book 68, at Page 11.

COMMONWEALTH OF TENNS COUNTY OF COLUMBIA BE IT REMEMBERED, the	1	: : 55.	June			to 87			C. 57 (15) OFFE 7305
Commonwealth of Pennsylvania, pwho I am satisfied is/are the person sealed and delivered the same as a RICHARD LEE HOLEON SALEN TOWNSTRIP.  MY COMMISSION EXPENSIVE AND MEMORY A	nersonally appeared on(s) named in and who of voluntary net and deed, NAY, NOTARY PUBLIC LUIERRE COUNTY PURSES OCT 31 1988	Randy Lee S executed the within for the uses and pur	ink ai mortgage iposes ext	nd Trace, and thereweressed in the	y A. pon he/s porten  Accel Notes	Şi∏k (he/they nek	nowledge of the control	. 3.7 Ипира.,	hey signed,
Signature Maley Agen	Berwick City/Munic City/Munic Lan hehalf of Mortgages	cipality		Cc	olumb sunty	la	A Salar		de
Recorder - Please return to:  BANCONSEMER FORM PA 198 (Bro. 10)185	Mong	The First National Bank of Be	inseri Name(s) ol Morigaĝoris. TO	Randy Lee Sink Tracy A. Sink		MORTGAGE FROM	OF PENNSYLVANIA	COMMONWEALTH	
	; '	∵ ?pwick	_		800K	391	AGE 591		

## HARRY A. ROADARMEL, JR.



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE + P. O. ROX 380 81000MSBURG, PA 17815

#HIDNE 17 | 73 | 784-1941 24 HOUR PHODE (217) 284 6 100

August 27, 1991

Ms. Sylvia H. Kapushinski Bull and Bull 106 Market Street Berwick, Pa. 18603 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 64 of 1991 E.D.

WRIT OF EXECUTION - MORTGAGE FORECLOS

SERVICE ON Tracy A. S	ink
ON Tuesday August 27, 1991 At 12:	20 P.M. , A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE CO	PY OF THE NOTICE OF SHERTFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTI	ON OF PROPERTY WAS SERVED ON
Tracy A. Sink	_, At Centre St., Mifflinville, 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 DESC	CRIPTION TO
Tracy A. Sink	
	J. H. Dent
	DEPUTY, SHERIFF
SWORN AND SUBSCRIBED BEFORE ME	
this 2100	SHERIFF
**************************************	SHERT
DAY OF argust 1991	
TAMI B. KLINE, PROTHONOTARY	
OF COLUMBIA COUNTY	

PROTH. & CTK. OF SEV. COURTS
MY COMM, EX. 1st MON. JAN. 1, 1993

## HARRY A. ROADARMEL, JR.



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

fittitt 1737) 784-1991 24 HOUR PHONE (212) 284 6300

August 27, 1991

Ms. Sylvia H. Kapushinski Bull and Bull 106 Market Street Berwick, Pa. 18603 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 64 of 1991 E.D.

WRIT OF EXECUTION -MORTGAGE FORECLOSUS

SERVICE ON Randy L. Sink	
UNTuesday August 27, 1991 At 1:50 P	.M. A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY	OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION	OF PROPERTY WAS SERVED ON
Randy L. Sink	At Kiles Disposal Service on
Ridge St., Bloomsubry 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 DESCRIP	PT10N TO
Randy L. Sink	
	J. Dent  DEPUTY SHERIFF
SWORN AND SUBSCRIBED BEFORE ME  THIS 27 TO 1991  DAY OF August 1991	SHERIFF

PROJECT TO CIK, OF SEA, COURTS

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

TAMI B. KEINE, PROTHONOTARY

OF COLUMBIA COUNTY

OF BERWICK, PA.,	) IN THE COURT OF COMMON PLEAS ) OF THE 26TH JUDICIAL DISTRICT ) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	)
VS.  RANDY L. SINK AND TRACY A. SINK, HIS WIFE,	) CIVIL ACTION - LAW ) MORTGAGE FORECLOSURE ACTION )
Defendants.	) NO. 628 OF 1991

## 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 of 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 VALLEY LEGAL SERVICES 168 EAST FIFTH STREET BLOOMSBURG, PA 17815 (717) 784-8760

LAW OFFICES OF BULL & BULL

SYLVIA H. KAPUSHINSKI, ESQUIRE

Attorney for Plaintiff

106 Market Street

Berwick, Pennsylvania 18603

(717) 759-1231

I.D. #59507

THE FIRST NATIONAL BANK	) IN THE COURT OF COMMON PLEAS
OF BERWICK, PA.,	) OF THE 26TH JUDICIAL DISTRICT
, .	) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	j
•	) CIVIL ACTION - LAW
vs.	MORTGAGE FORECLOSURE ACTION
DANDY I CINE AND	<b>,</b>
RANDY L. SINK AND	)
TRACY A. SINK, HIS WIFE,	)
	)
Defendants.	) NO. 628 OF 1991

## NOTICE PURSUANT TO RULE 3129

THE FIRST NATIONAL BANK OF BERWICK, PA., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at 411 South Arch Street, Berwick, Columbia County, Pennsylvania, 18603, as more specifically described in attached Exhibit "A".

Name and address of owners:

RANDY L. SINK

CENTER DRIVE

MIFFLINVILLE, PA 18631

TRACY A. SINK

CENTER DRIVE

MIFFLINVILLE, PA 18631

Name and address of Defendants:

RANDY L. SINK
CENTER DRIVE
MIFFLINVILLE, PA 18631
TRACY A. SINK
CENTER DRIVE
MIFFLINVILLE, PA 18631

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

UNPAID REAL ESTATE TAXES (1990) \$723.24

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

FARMER'S HOME ADMINISTRATION 1125 OLD BERWICK ROAD BLOOMSBURG, PA 17815

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

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

FARMER'S HOME ADMINISTRATION 1125 OLD BERWICK ROAD BLOOMSBURG, PA 17815

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

UNPAID REAL ESTATE TAXES (1990) \$ 723.24

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

FARMER'S HOME ADMINISTRATION 1125 OLD BERWICK ROAD BLOOMSBURG, PA 17815

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

UNPAID REAL ESTATE TAXES (1990) \$ 723.24

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. Sec. 4904 relating to unsworn falsification to authorities.

LAW OFFICES OF BULL & BULL

SYAVIA H. KAPUSHINSKI, ESQUIRE Attorney for Plaintiff

106 Market Street

Berwick, Pennsylvania 18603

(717) 759-1231 I.D. #59507

DATED:

ALL that certain piece, parcel and tract of land situate in Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a steel pin located along the northern right-of-way line of Centre Drive and the southwest corner of Lot No. 3,; thence along the southern right-of-way line of Centre Drive, south 66 degrees 15 minutes west, 132 feet to a steel pin; thence north 23 degrees 43 minutes 30 seconds west, 110 feet to a steel pin; thence along land now or late of J.L. Vandermark, Inc., north 66 degrees 15 minutes east, 132 feet to a steel pin; thence along the western line of Lot No. 3, south 23 degrees 43 minutes 30 seconds east, 110 feet to the place of beginning.

Said description being taken from a survey prepared by Charles B. Webb, dated June 10, 1978.

BEING the same premises conveyed to Randy L. Sink and Tracy A. Sink, his wife, by deed of Delwood Development of Pennsylvania, Inc., dated December 6, 1984 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 341 at Page 176.

- 1. That no large animals shall be kept or maintained on said premises.
- 2. That no business of any nature shall be carried on in this plot of lots or on this lot.
- 3. That no trailers to be used for living purposes or otherwise shall be parked or kept on said premises.
- 4. That no building shall be erected for a dwelling on said premises which contains less than 1,000 square feet of floor space on the main or first floor.

THE FIRST NATIONAL BANK OF BERWICK, PA.,	) IN THE COURT OF COMMON PLEAS ) OF THE 26TH JUDICIAL DISTRICT ) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	) CIVIL ACTION - LAW
vs.	) MORTGAGE FORECLOSURE ACTION
RANDY L. SINK AND TRACY A. SINK, HIS WIFE,	) )
Defendants.	) NO. 628 OF 1991

## NOTICE OF SHERIFF'S SALE OF REAL ESTATE PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

#### TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: OCT. 24, 1991 Thursday

TIME: (0.00 A 17).

LOCATION: Sheriff's OFFICE

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

Center Drive Mifflinville Columbia County Pennsylvania 18631

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 628 of 1991 (Count I)

THE NAME(S) OF THE OWNERS(S) OR REPUTED OWNERS of this property is:

RANDY L. SINK AND TRACY A. SINK

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

SUSQUEHANNA VALLEY LEGAL SERVICES
168 EAST FIFTH STREET
BLOOMSBURG, PA 17815
(717) 784-8760

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a Petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a Petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

- 2. After the Sheriff's Sale, you may file a Petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This Petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
- 3. A Petition or Petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The Petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the Petition.
- If a specific return date is desired, such date must be obtained from the Court Administrator's Office Civil Division, of the within County Courthouse, before a presentation of the Petition to the Court.

SHERIFF

ALL that certain piece, parcel and tract of land situate in Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a steel pin located along the northern right-of-way line of Centre Drive and the southwest corner of Lot No. 3,; thence along the southern right-of-way line of Centre Drive, south 66 degrees 15 minutes west, 132 feet to a steel pin; thence north 23 degrees 43 minutes 30 seconds west, 110 feet to a steel pin; thence along land now or late of J.L. Vandermark, Inc., north 66 degrees 15 minutes east, 132 feet to a steel pin; thence along the western line of Lot No. 3, south 23 degrees 43 minutes 30 seconds east, 110 feet to the place of beginning.

Said description being taken from a survey prepared by Charles B. Webb, dated June 10, 1978.

BEING the same premises conveyed to Randy L. Sink and Tracy A. Sink, his wife, by deed of Delwood Development of Pennsylvania, Inc., dated December 6, 1984 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 341 at Page 176.

- That no large animals shall be kept or maintained on said premises.
- That no business of any nature shall be carried on in this plot of lots or on this lot.
- 3. That no trailers to be used for living purposes or otherwise shall be parked or kept on said premises.
- 4. That no building shall be erected for a dwelling on said premises which contains less than 1,000 square feet of floor space on the main or first floor.

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THE FIRST NATIONAL BANK OF BERWICK, PA.,	) IN THE COURT OF COMMON PLEAS ) OF THE 26TH JUDICIAL DISTRICT ) COLUMBIA COUNTY BRANCH, PA.	1
Plaintiff,	)	
vs.	) CIVIL ACTION - LAW ) MORTGAGE FORECLOSURE ACTION	
RANDY L. SINK AND	)	
TRACY A. SINK, HIS WIFE,	) ) NO. 628 OF 1991	i
Defendants.	) NO. 628 OF 1991	ī.
	·	٠.
100701777 OF 11	w ·	
AFFIDAVIT OF LA	AST KNOWN ADDRESS	-
		2
COMMONWEALTH OF PENNSYLVANIA	) <u>~</u>	-
COUNTY OF COLUMBIA	) SS:	

SYLVIA H. KAPUSHINSKI, ESQUIRE, being duly sworn according to law, does deposes and says that she is the Attorney for the Plaintiff, that she makes this Affidavit on the Plaintiff's behalf and that she is authorized to do so on behalf of the Plaintiff; and that to the best of her knowledge, information and belief, the name and last known address of the Defendants in the above-captioned judgment are:

RANDY L. SINK and TRACY SINK CENTER DRIVE MIFFLINVILLE, PA 18631

> Jeflewatt Repenhenske Sylvia H. Kapushinski, Esquire

Sworn to and subscribed before me

this  $\frac{1}{2}$  day of  $\frac{1}{2}$ , 1991.

Notary Public

BERWICK, COLUMBIA COUNTY, PA MY COMMISSION EXPIRES: 3-29-1994 THE FIRST NATIONAL BANK

OF BERWICK, PA.,

Plaintiff,

VS.

VS.

PRACY A. SINK, HIS WIFE,

Defendants.

OF THE COURT OF COMMON PLEAS

OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH, PA.

OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH, PA.

OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY BRANCH, PA.

OF THE 26TH JUDICIAL DISTRICT

OF THE 26TH JUDICIAL DISTRI

### AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA )
) ss:
COUNTY OF COLUMBIA )

J. GERALD BAZEWICZ, being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the within Plaintiff, The First National Bank of Berwick, Pa., and being authorized so to do and that he knows of his own personal knowledge, and therefore avers that Randy L. Sink and Tracy A. Sink ARE NOT in the Military or Naval Services of the United States or it's allies, or otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and it's Amendments.

GERALD BAZEWICZ PRESIDENT
THE FIRST NATIONAL BANK
OF BERWICK, PA.

Sworn to and subscribed before me

this \_\_\_\_ day of

y of Whe, 1

SYLVIA H. KAPUSHINSKI, NOTARY PUBLIC BERWICK, COLUMBIA COUNTY, PA. MY COMMISSION EXPIRES: 4-10-1995



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

MONE (717) 784-1991

PRESS/ENTERPRISE

BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

Harry A. Roadarmel, Jr. Sheriff

Lackawanna Avend Bloomsburg, PA					
Date: <u>August</u>	27, 1991	<u>_</u> _			
Re: Sheriff's	Sale Advertising	Dates			
The Fire Bank of	st National Berwick,Pa. of 1991	vs. <u>Randy</u>	L. and	Tracy A. Sink	
NO. <u>64</u>	ot 1991	ED No	628	of1991	JD
Dear Sir:					
Please adve	rtise the enclos	ed SHERIFF	SALE on the	ie following da	tes:
1st we	ek <u>Octobe</u>	r 3, 1991			
2nd we		r 10, 199			
3rd we		r 17, 199			
Feel free t	o contact me it	you have ar	y questlor	15.	
			Resp	ectfully,	



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

#110NE 17173 784-1991

21 HOUR PHONE (717) 784-6300

Date	:August 27, 1991	
To	: Farmer's Home Admin. 1125 Old Berwick Road Bloomsburg, Pa. 17815	
Re: No:	The First National Bank VS. Randof Berwick, Pa. 64 of 1991 (1) No:	dy L. and Tracy A. Sink
Dear		
	Enclosed is a notice of an upcoming Sheri	
claim	ns against this property, notify this offi	ce IMMEDIATELY.
	Please feet free to contact me with any	questions you may have.
		Respectfully,
		Harry A. Roadarmol, Jr. Sheriff of Columbia County



#### SHERITE OF COLUMBIA COURT HOUSE . P. C. BOX 380 BLOOMSBURG, PA 17818

THITNE (717) 784-1991

24 Heitift Piterner (717) 784-6 mm

rate;	August 27, 1991
to:	Thomas C. Zerbe Jr.
	Deputy Attorney General Collections Unit
	Fourth and Walnut Sts.
	Harrisburg, Pa. 17120

Re: The First National Bank VS. Randy L. and Tracy A. Sink No: of Berwick of\_\_1991\_\_fD

No: 628 of 1991 di.

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 feet free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr. Sheriff of Columbia County



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE # P. G. BOX 369 BLOOMSBURG, PA 17815

31 HOUR FIRMS 4717) 284-6300

Date:	August	27,	1991
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To: Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, Pa. 17105

Re:	The	First	National	Bank	VS.	Randy	L.	and	Tracy	Α.	Sink
No:	of 1	Berwick of	c,Pa. 1991	10		628					_d0

bear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr. Sheriff of Culumbia County



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 586 BLOOMSBURG, PA. 17818

mmnė 17121 784-1991

24 HOUR PHONE (717) 784-6300

. Vate:	August 27, 1991			
	IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Proce	dures Functi	on	
Re!	The First National Bank	VS. Randy L.	and Tracy A.	Sink
No:	of Berwick,Pa. 64 of 1991 ID		of 1991	
Dear S				
claims	nclosed is a notice of an upcor against this property, notify Please feel free to contact me	this office 1	MMEDIATELY.	
	Also enclosed is a copy Writ of Execution, Notic Sheriff's Sale and copy Recorded lien holders	of the e of	Respectfully,	
			Harry A. Roada Sheriff of Cole	rmėl, ar. Imbla County



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

PHONE 1717) 784-1991

Date:

\$4 HOUR PHONE 1717) 784-6300

)ate:	August 27, 1991				
To:	Small Business Administr 20 N. Pennsylvania AVe., Room 2327				
	Wilkes-Barre, Pa. 18701				
le:	The First National Bank	VS. Randy L.	Sink and	Tracy	A. Sink
	of Berwick, Pa. 64of_1991   III	No: 628	of	1991	JD

#### Dear Sir:

Ho: 64

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.

of 1991

Harry A. Roadarmel, Jr. Sheriff of Columbia County



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. CA. BOX 380 RECOMSBURG, PA. 17818

## HOUR FHONE (717) 784-6100

	: HICONE : 1717) 784-1991	SHERIFF OF COLUMBIA COUNTY COURT HOUSE - F. C. BOX 380 BLOOMSBURG, FA. 17818	91 Hrstin eu (717) 784-6
	Date: <u>August 27, 1991</u>		
131	10: Office of F.A.I.	R.	
	Department of Pu P.O. Box 8016 Harrisburg, Pa1		
: :	tto: mi mi mi	The MC in the Control of the Control	
15 7	No: 64 1991	al Bank VS. Randy L. and Tracy A	
	<u>17 1991</u>	No: 628 of 1991	JO
	Dear Sir:		
	Enclosed is a notice	of an opcoming Sheriff's Sale, If you ha	ve any
	claims against this proper	ly, notify this office IMMEDIATELY.	
	Please feet free to	contact me with any questions you may hav	e
が できる。 では、 できる。 で。 で。 で。 で。 で。 で。 で。 で。 で。 で		Respectfully,	
		Harry A. Roadar Sheriff of Colu	mela Jr. mbia County



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17615

#HONE 1717) 784-1991

21 Hour mour 1717) 284-6100

nafe:	August 27, 1991	· ·	
Tot	Mr. Curt Moorehead Water Authority Mifflinville, Pa. 18631		
Ret	The First National Bank of Berwick	VS. Randy L. and Tracy A. Sint	ζ
lo:	64 of 1991 III	No: 628 of 1991 d	þ

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



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. C. BOX 580 BLOOMSBURG, PA 17818

Fifting 1717) 784-1991

August 27, 1991

Date:

24 HOUR THONE 1717) 784-6,100

		·- ·	
To:			
1	Tax Collector	· <del></del>	
	-E. Fifth St.,	·	
	Mifflinville, Pa. 186	31	
Re:	The First National Bank	VS. Randy L. and Tracy A	. Sink
No:	of Berwick, Pa. _64_of 1991	No: 628 of 199ar	JL

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: Please send all un-paid tax's to the Sheriff's Office and we will attempt to collect them if this property is sold.

Respectfully,

Harry A. Roadarmel, Jr. Sheriff of Columbia County

#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 64 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY OCTOBER 24, 1991 10:00 A.M.

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

ALL that certain piece, parcel and tract of land situate in Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a steel pin located along the northern right-of-way line of Centre Drive and the southwest corner of lot No. 3,; thence along the southern right-of-way line of Centre Drive, south 66 degrees 15 minutes west, 132 feet to a steel pin; thence north 23 degrees 43 minutes 30 seconds west, 110 feet to a steel pin; thence along land now or late of J.L. Vandermark, Inc., north 66 degrees 15 minutes east, 132 feet to a steel pin; thence along the western line of Lot No. 3, south 23 degrees 43 minutes 30 seconds east, 110 feet to the place of beginning.

Said description being taken from a survey prepared by Charles B. Webb, dated June 10, 1978.

BEING the same premises conveyed to Randy L. Sink and Tracy A. Sink, his wife, by deed of Delwood Development of Pennsylvania, Inc., dated December 6, 1984 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 341 at Page 176.

UNDER AND SUBJECT to the express covenants and conditions following, and which shall be covenants and conditions running with the land:

- 1. That no large animals shall be kept or maintained on said Premises.
- 2. That no business of any nature shall be carried on in this plot of lots or on this lot.
- 3. That no trailers to be used for living purposes or otherwise shall be parked or kept on said premises.
- 4. That no building shall be erected for a dwelling on said premises which contains less than 1,000 square feet of floor space on the main or first floor.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, 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 in execution at the suit of THE FIRST NATIONAL BANK OF BERWICK, PA. Vs Randy L. Sink and Tracy A. Sink, 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

Sylvia H. Kapushinski, Esquire Attorney for Plaintiff

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

THE FIRST NATIONAL BANK OF BERWICK, PA.,	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA				
Plaintiff,	No. 64 Term 19 9/ E.D.				
vs	No				
	No. 628 (Count I) Term 19 91 J.D.				
RANDY L. SINK AND					
TRACY A. SINK, HIS WIFE,	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)				
Defendants.					
Commonwealth of Pennsylvania:					
County of Columbia:					
TO THE SHERIFF OF COLUMBIA	. COUNTY . PENNSYLVANIA				
To satisfy the judgment, interest and cost in the ab- following described property (specifically described pro-	ove matter you are directed to levy upon and sell the perty below):				
SEE ATTACHED SHEET FOR DESC	RIPTION OF PROPERTIES				
\	\$ 5,862.05				
Amount Due (Atty.'s commission 10%)	586.20				
Interest from 8/22/89 to 4/29/91	\$ 301.50				

From 4/29/91 until said obligation is paid in full.

Prothonotary, Common Pleas Court of Columbia County, Penna.

By: Locathy Long

(SEAL)

Deputy

57961

FORECLOSURE COSTS RANDY SINK FOR ACCOUNT OF

AUG. 6 1991

60-712/313

PAY TO THE ORDER OF

13J NAT'L BK 75 O DOLS OC CIS

\_\_\_\_DOLLARS \$ 750.00

COLUMBIA COUNTY SHERIFF

**CASHIER'S CHECK** 

AUTHORIZED SIGNATURE

#ODD57981# #O31307125# O1 20631

THE FIRST NATIONAL BANK IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT OF BERWICK, PA., COLUMBIA COUNTY BRANCH, PA. Plaintiff, CIVIL ACTION - LAW vs. MORTGAGE FORECLOSURE ACTION RANDY L. SINK AND TRACY A. SINK, HIS WIFE, Defendants. NO. 628 OF 1991

#### WATCHMAN RELEASE FORM

I, J. GERALD BAZEWICZ, make this wavier on behalf of the within Plaintiff, The First National Bank of Berwick, Pa., and being authorized so to do, waives the right to the placing of a Watchman and/or insurance on the property located at Center Drive, Mifflinville, Columbia County, Pennsylvania, in the above mortgage foreclosure action.

The First National Bank of Berwick, Pa.

Sworn and subscribed before me this Mit day of August, 1991.

NOTARIAL SEAL SYLVIA H. KAPUSHINSKI, NOTARY PUBLIC BERWICK, COLUMBIA COUNTY, PA. MY COMMISSION EXPIRES: 4-10-1995