

HARRY A. ROADARMEL, JR.



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

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

PHONE
(717) 784-1991

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
n/k/a FRANKLIN FIRST FEDERAL PLAINTIFF
SAVINGS BANK

vs.

MICHAEL KOZAK

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 1162 CD Term, 19 91

WRIT OF EXECUTION MORTGAGE FORECLOSURE

ISSUED October 21, 1991

NOW, November 18 19 91, I, Harry A. Roadarmel Jr.

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Monroe County

The HONORABLE Forrest B. Sebring

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

Defendants alleged address is 4748 Snow Hill Road Cresco, Pa. 18326

Enclosed is advance cost of \$50.00
in CK#3448

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

AFFIDAVIT OF SERVICE

NOW, _____ 19 _____, at _____ o'clock _____ M, served the
within _____ upon _____
at _____ by handing to

_____ a true and attested copy of the
original _____ and made known to _____ the contents thereof.

Sworn and Subscribed before me

So Answers,

this _____

day of _____ 19 _____

Notary Public

Sheriff

BY: _____
Deputy Sheriff

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

So Answers,

Sheriff

Deputy Sheriff

SHERIFF'S DEPARTMENT

MONROE COUNTY, PENNSYLVANIA

COURTHOUSE, STROUDSBURG, PA. 18360

MONROE COUNTY, PA.

SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS: See "INSTRUCTIONS FOR SERVICE OF PROCESS BY THE SHERIFF" on the reverse of the last (No. 5) copy of this form. Please type or print legibly, insuring readability of all copies. Do not detach any copies. MCSD ENV.# 26348

1. PLAINTIFF/S/ Franklin First Federal Savings and Loan Assoc.	2 COURT NUMBER 1162 Term 1991, 82Tern1991
3. DEFENDANT/S/ Michael Kozak	4 TYPE OF WRIT OR COMPLAINT: see no. 8
5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD Michael Kozak	
6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 4748 Snow Hill Road Cresco PA 18326	
7. INDICATE SERVICE: <input type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> FIRST CLASS MAIL <input type="checkbox"/> POSTED Now, 19 1991, I, SHERIFF OF MONROE COUNTY, PA., do hereby deputize the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.	

SERVE



AT

PERSONAL SERVICE ONLY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE
SERVE: AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1, WRIT OF EXECUTION (MORTGAGE FORECLOSURE) WITH ATTACHED SHERIFF'S SALE DESCRIPTION AND WRIT OF EXECUTION NOTICE, NOTICE OF SHERIFF'S SALE OF REAL ESTATE, SHERIFF'S SALE DESCRIPTION, SHERIFF'S SALE
NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment. Must list name of the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of: COLUMBIA COUNTY
10. TELEPHONE NUMBER
11. DATE RECEIVED: 11/20/91
12. EXPIRATION/HEARING DATE: 12/23/91
13. DATE RECEIVED: 11/20/91
14. EXPIRATION/HEARING DATE: 12/23/91
15. I hereby CERTIFY and RETURN that I have personally served, I have served person in charge, I have legal evidence of service as shown in "Remarks" (on reverse) I have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above. SIGNATURE of Authorized MCSD Deputy or Clerk and Title: KIMBERLY A. BORGER CLERK
13. Date Received: 11/20/91
14. Expiration/Heard date: 12/23/91

15. I hereby CERTIFY and RETURN that I have personally served, I have served person in charge, I have legal evidence of service as shown in "Remarks" (on reverse) I have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handing/or Posting a TRUE and ATTESTED COPY thereof.

16. I hereby certify and return NO SERVICE because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served: AS shown Above #5
18. A person of suitable age and discretion then residing in the defendant's usual place of abode: Read Order ☐

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code): AS shown Above #6
20. Date of Service: 12-19-91
21. Time: 12:35 PM

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
12-19-91 11:40 AM 35 RS	12-5-91 10:50 AM 35 R.P.	35	AS	11-23-91 12:00 PM 35 G.H.	35	G.H.	12-9-91 9:47 AM 35 G.H.	35	G.H.	12-9-91 6:47 PM 35 R.S.	35	AS

23. Advance Costs: 50.00
24. 25. 26. 27. Total Costs: \$125.20
28. COST DUE OR REFUND: \$75.20 COSTS DUE

AFFIRMED and subscribed to before me this 18 day of December 1991
Signature of Sheriff: Glenn M. Hawk
Date: 12-18-91

day of December 1991
Signature of Sheriff: Glenn M. Hawk
Date: 12-18-91

MY COMMISSION EXPIRES: 12-18-91
Signature of Sheriff: Glenn M. Hawk
Date: 12-18-91

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE SEAL
Signature of Sheriff: Glenn M. Hawk
Date: 12-18-91

39. Date Received: 12-18-91
Signature of Sheriff: Glenn M. Hawk
Date: 12-18-91

PROTHONOTARY

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

February 14, 1992

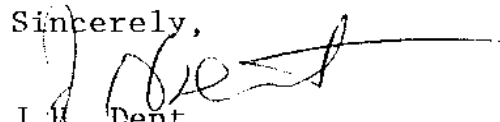
Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#3865 in the amount of \$344.54, which represents payment for the advertising of the Sheriff's Sale No. 82 of 1991, Franklin First Federal Savings Vs Michael Kozak.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

February 14, 1992

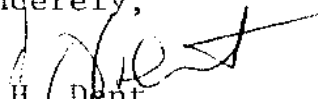
Mr. Michael IreY, Esquire
38 W. 3rd St.,
Bloomsburg, Pa. 17815

Dear Mr. IREY:

Enclosed is CK#3866 in the amount of \$50.00, which represents payment for another job well done in the legal area, Sheriff's Sale No. 82 of 1992, Franklin First Federal Vs Michael Kozak.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

LAW OFFICES

ROSENN, JENKINS & GREENWALD

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PENNSYLVANIA 18711

TELEPHONE
717-826-5600

TELECOPIER
717-826-5640

DIRECT DIAL

(717) 826-5692

February 11, 1992

FRANCIS G. WENZEL, JR.
CARL J. SILINBRENNER
LEWIS A. SLBIA
NORMAN D. NAMEY
ROBERT N. GAWLAS, JR.
RUTH C. HUGHES
GERARD M. MUSIO, JR.
JAMES C. OSCHAL
DAVID F. SCHWAGER
SILVEN R. ROT-
JOSEPH G. FERGUSON
MARYJO KISHEL
MICHAEL J. CORDONE
JUDITH W. DALEY
MARY M. GRIFFIN
PATRICIA A. FRMILL
NEIL J. MACDONALD

OF COUNSEL
HENRY GHILINWALD
HAROLD ROSENN
JOSEPH J. SAYTZ

EUGENE ROTH
HARRY R. HSCOX
JOHN J. APONICK, JR.
DANIEL G. FLANNERY
MARSHALL S. JACOBSON
MURRAY UFFERG
JOSEPH J. MUSTO
BRUCE C. ROSENTHAL
DONALD R. BHOBS
PAULA G. BREGMAN
JOSEPH L. PERSICO
HOWARD M. LEVINSON
ALAN S. HOLLANDER
JOHN G. WHELLEY, JR.
GARRY S. IARON
RICHARD A. RUSSO
JAMES P. VALENTINI
MARK A. VAN LOON
JILL S. PIATT
DAVID B. HSCOX
ROBERT SPILMAN
WILLIAM L. HIGGS
ROBERT D. SCHUB
MICHAEL A. SHUCOSKY
HARRY V. CARDONI

Deputy James H. Dent
Office of the Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

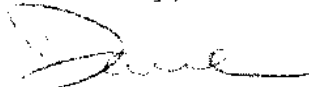
RE: Franklin First Federal Savings Bank vs. Michael Kozak

Dear Jim:

Consistent with your correspondence, dated February 5, 1992, enclosed herewith you will please find Franklin First Federal Savings Bank's check, made payable to the Sheriff of Columbia County, in the amount of Ninety-Three and 91/100 (\$93.91) Dollars. This amount represents the remaining monies owed for the costs associated with the cancelled Sheriff's Sale in connection with the above-captioned mortgage foreclosure action.

Thank you very much for your continuing assistance and cooperation. Should you have any questions, please feel free to contact me.

Sincerely,



DAVID E. SCHWAGER

DES/smk

Enclosure



**Franklin First Federal
Savings Bank**

44 W Market St., Wilkes-Barre, PA 18773
Escrow Dept.



59 11-42
2/3

97-371431129

Date **02-07-92** Amount
\$93.91

PAY

EXACTLY \$93dols 91cts

VOID OVER \$93.91

TO THE
ORDER
OF

Sheriff of Columbia County

DRAWER: FRANKLIN FIRST FEDERAL SAVINGS BANK

Eugene D. Horvath
AUTHORIZED SIGNATURE

⑆022310422⑆ 8⑈409937 371431129

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 781 1991

24 HOUR PHONE
(717) 784-6300

February 5, 1992

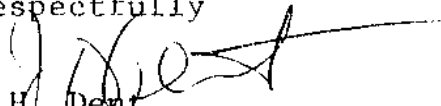
Mr. David E. Schwager, Esquire
15 South Franklin Street
Wilkes-Barre, Pa. 18711

Dear Sir:

Enclosed is a copy of the Sheriff's Cost Sheet for the Writ of Execution Mortgage Foreclosure No. 82 of 1991 E.D. and 1162 of 1991 J.D. against Michael Kozak. Since Michael Kozak has filed Bankruptcy, the Sheriff's sale has been cancelled. As you can see from the cost sheet, the Sheriff's cost has gone over the advanced amount of \$750.00 by \$93.91. It would be greatly appreciated if you would forward the balance of \$93.91 to the Sheriff's Office as soon as possible so this office can pay the necessary bills.

Thank you very much.

Respectfully



J.H. Dent
Deputy Sheriff

SHERIFF'S SALE - COSTS SHEET

Franklin First Federal Savings VS. Michael Kozak

NO. 82 of 1991 E.D. NO. 1162 of 1991 J.D. DATE OF SALE Bankrupt

DOCKET & LEVY	\$ 14.00
SERVICE	105.00
MAILING	28.00
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.30
MILEAGE	18.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER	67.00

TOTAL \$ 267.30

PRESS-ENTERPRISE, INC.	\$ 344.54
HENRIE PRINTING	
SOLICITOR'S SERVICES	51.00

TOTAL \$ 394.54

PROTHONOTARY:	LIENS LIST	\$	X
	DEED NOTARIZATION		
	OTHER		

TOTAL \$

RECORDER OF DEEDS:	COPYWORK	\$	20.00
	DEED		
	OTHER		

TOTAL \$ 20.00

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

TOTAL \$

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

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 38.00

MISCELLANEOUS:	DEPT. OF MONROE CO	\$ 126.20
	FOR SERVICE	5.00

TOTAL \$

TAX CLAIM 20K

TOTAL COSTS \$ 842.91

Shoriff

**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date 12/31/91, 1991

OWNER OR REPUTED OWNER

10000, 10000, 10000
10000, 10000, 10000
F 10000, 10000, 10000
DESCRIPTION OF PROPERTY

10000, 10000, 10000

PARCEL NUMBER

10000, 10000

IN 10000, 10000, 10000 Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 19 91.

Requested by: 10000, 10000, 10000
Shoriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE - \$2.00

R2
3/14/92

COLUMBIA COUNTY SHERIFF DEPT.
HARRY A. ROADARMEL JR., SHERIFF

3570

60-1476/313

Dec. 17 19 91

PAY TO THE ORDER OF Honorable Forrest B. Sebring, Sheriff Monroe County \$ 75.20

Seventy-five, 20/100----- DOLLARS



Columbia County
Farmers National Bank
Benton • Lightstreet • Millville
Orangeville • South Centre
Blodonsburg, PA 17815

VOID AFTER 60 DAYS

FOR additional cost for service on

Michael Kozak Sheriff's Sale Notice

003570 1:03 11 765: 25 043342 14

Sheriff's Office
Monroe County Courthouse
Stroudsburg, PA

December 13 1991

Dear Sir:

In the matter of Franklin First Federal vs.

Michael Kozak

a Sheriff's Sale, Court No. 1162 Term 1991 + 82 Term 1991

Deposit----- \$ 50.00

Env. # 26348

Costs----- \$ 125.20

BALANCE DUE \$ 75.20

Service made:

Respectfully yours,



FORREST B. SEBRING

Sheriff of Monroe County, PA

Upon receipt of monies due, return will be filed with the
Prothonotary.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR TROOP
(717) 784-6300

December 16, 1991

Mr. David E. Schwager, Esquire
15 South Franklin Street
Wilkes-Barre, Pa. 18711

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

VS. 82 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Monday December 16, 1991 POSTED A COPY OF THE SHERIFF'S SALE BILL

ON THE PROPERTY OF Michael Kozak

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent.

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

Also, this date, Dep. Dent
was told by Monroe County
Sheriff's Dept. that
the Def. was served personally
after driving 455 miles.

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 13th

DAY OF December 19 91

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

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
n/k/a FRANKLIN FIRST FEDERAL SAVINGS
BANK,

PLAINTIFF

VS.

MICHAEL KOZAK,

DEFENDANT

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1162 OF 1991 J.D.
NO. 82 OF 1991 E.D.

AFFIDAVIT OF SERVICE

The undersigned, being duly sworn according to law, does hereby state that she is a person of such age and discretion as to be competent to serve papers; that on December 5, 1991, she served a Notice of Sheriff's Sale of Real Estate pursuant to Pennsylvania Rules of Civil Procedure 3129.2, inter alia, describing the property to be sold, its location, the improvements, if any, the judgment of the court on which the sale is being held, the name of the owner, and the time and place of sale by placing same in a post paid envelope first class mail, addressed to the persons who are hereinafter named, who are or may be Lienholders on the real estate subject to sale, at the places and addresses stated below, by delivering said envelopes and contents to a Post Office Employee at a United States Post Office in Wilkes-Barre, Luzerne County, Pennsylvania and obtaining a Certificate of Mailing for each Notice. A copy of the Certificates of Mailing are attached hereto, marked Exhibit "A" and incorporated herein by reference thereto.

Lehigh Valley Bank
P. O. Box 2068
Lehigh Valley, PA 18001-2068

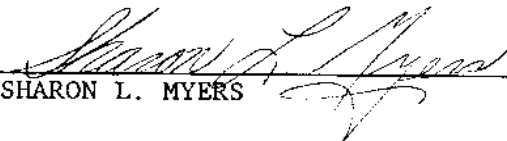
Columbia County Tax Claim Bureau
Columbia County Courthouse
Bloomsburg, PA 17815

Connie C. Gingher
Berwick Borough Tax Collector
120 Rear East Third Street
Berwick, PA 18603

Pennsylvania American Water
P.O. Box 313
Milton, PA 17847

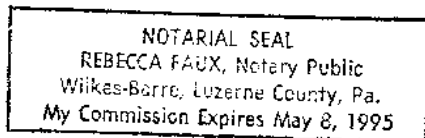
Borough of Berwick
c/o Sewer Rental Office
City Hall
344 Market Street
Berwick, PA 18603

Dorthy Zalesny
303 Mulberry Street
Berwick, PA 18603


SHARON L. MYERS

SWORN TO and subscribed to
before me this 6th day of
December, 1991.


NOTARY PUBLIC



U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
LEHIGH VALLEY BANK
P O BOX 2068
LEHIGH VALLEY PA 18001-2068

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL
FOR INSURANCE - POSTMASTER

PS FORM MAY 1976 3817 1162 of 1991 ID.

WILKES-BARRE, PA STA. A.
DEC 5 1991
U.S. POSTAGE 0.50
6142882

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
COLUMBIA COUNTY TAX CLAIM BUREAU
COLUMBIA COUNTY COURTHOUSE
BLOOMSBURG PA 17915

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL,
FOR INSURANCE - POSTMASTER

PS FORM MAY 1976 3817 1162 of 1991 I

WILKES-BARRE, PA STA. A.
DEC 5 1991
U.S. POSTAGE 0.50
6142882

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
CONNIE C. GINGHER
~~BERWICK BOROUGH TAX COLLECTOR~~
120 REAR EAST THIRD STREET
BERWICK PA 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL
FOR INSURANCE - POSTMASTER

PS FORM MAY 1976 3817 1162 of 1991 I

WILKES-BARRE, PA STA. A.
DEC 5 1991
U.S. POSTAGE 0.50
6142882

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
PENNSYLVANIA AMERICAN WATER
P O BOX 313
MILTON PA 17847

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL,
FOR INSURANCE — POSTMASTER

PS FORM 3817 MAY 1976 1162 of 1991 I

U.S. POSTAGE 0.50
PS METER 6142882
WILKES-BARRE, PA STA. A.
DEC 5 1991
WILKES-BARRE, PA
DEC-5-91

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
BOROUGH OF BERWICK
c/o SEWER RENTAL OFFICE
CITY HALL, 344 MARKET STREET
BERWICK PA 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL,
FOR INSURANCE — POSTMASTER

PS FORM 3817 MAY 1976 1162 of 1991 I

U.S. POSTAGE 0.50
PS METER 6142882
WILKES-BARRE, PA STA. A.
DEC 5 1991
WILKES-BARRE, PA
DEC-5-91

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Received From:

~~ROSENN, JENKINS & GREENWALD~~
15 South Franklin Street
Wilkes-Barre, PA 18711

One piece of ordinary mail addressed to:
DORTHY ZALESNY
303 MULBERRY STREET
BERWICK PA 18603

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL,
FOR INSURANCE — POSTMASTER

PS FORM 3817 MAY 1976 1162 of 1991 I

U.S. POSTAGE 0.50
PS METER 6142882
WILKES-BARRE, PA STA. A.
DEC 5 1991
WILKES-BARRE, PA
DEC-5-91



Commonwealth of Pennsylvania

ERNEST J.
PREATE, JR.

Attorney General

Office of Attorney General

Financial Enforcement Section

November 26, 1991

15th Floor
Strawberry Square
Fourth & Walnut Strs.
Harrisburg, PA 17120
(717) 787-3646


Harry A. Roadarmel, Jr., Sheriff
Columbia County Courthouse
Post Office Box 380
Bloomsburg, PA 17815

In re: Franklin First Federal Savings Bank
v. Michael Kozak
No: 82 of 1991 ED; 1162 of 1991 JD

Dear Sheriff Roadarmel:

I have checked the records of the Financial Enforcement Section, Office of Attorney General, and find no open claims against Michael Kozak.

Very truly yours,


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

TCZ/ray
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

Date: November 19, 1991

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

NOV 21 1991
FINANCIAL ENFORCEMENT

Franklin First Federal Savings
and Loan Association of
Re: Wilkes-Barre n/k/a Franklin VS. Michael Kozak
First Federal Savings Bank
No: 82 of 1991 ED No: 1162 of 1991 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

82
2. ☐ Restricted Delivery
Consult postmaster for fee.

3. Article Addressed to:
Pennsylvania American Water
P.O. Box 313
Milton, Pa. 17847

4a. Article Number
P 373 528 135

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

7. Date of Delivery
11-20-1991

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

5. Signature (Addressee)

6. Signature (Agent)
Rose M. Reibman

PS Form 3811, October 1990 *U.S. GPO: 1990-273-881

DOMESTIC RETURN RECEIPT

82
2. ☐ Restricted Delivery
Consult postmaster for fee.

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

4a. Article Number
P 373 528 143

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

7. Date of Delivery

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

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990 *U.S. GPO: 1990-273-881

DOMESTIC RETURN RECEIPT

SENDER:
• Complete item 1 and/or 2 for additional services.
• Complete items 3, and 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.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery 82
Consult postmaster for fee.

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 373 528 138

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

7. Date of Delivery
NOV 21 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: 1990-273-881

DOMESTIC RETURN RECEIPT

SENDER:
• Complete items 1 and 2 for additional services.
• Complete items 3, and 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.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery 82
Consult postmaster for fee.

3. Article Addressed to:
Connie C. Gingher
Berwick Borough Tax
Collector
120 Rear East Third St.,
Berwick, Pa. 18603

4a. Article Number
P 373 528 134

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

7. Date of Delivery

5. Signature (Addressee)
Connie Gingher

6. Signature (Agent)

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

PS Form 3811, October 1990 *U.S. GPO: 1990-273-881

DOMESTIC RETURN RECEIPT

SENDER:
• Complete items 1 and 2 for additional services.
• Complete items 3, and 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.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery 82
Consult postmaster for fee.

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 373 528 141

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

7. Date of Delivery

5. Signature (Addressee)
B. A. Chonoweth

6. Signature (Agent)

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

PS Form 3811, October 1990 *U.S. GPO: 1990-273-881

DOMESTIC RETURN RECEIPT

ck if space does not permit.
Write "Return Receipt Requested" on the mailpiece next to
e article number.
3. Article Addressed to:
Borough of Berwick
c/o Sewer Rental Office
City Hall
344 Market Street
Berwick, Pa. 18603
4a. Article Number
P 373 528 136
4b. Service Type
☐ Registered
☒ Certified
☐ Express Mail
☐ Return Receipt for Merchandise
7. Date of Delivery
NOV 12 1991
8. Addressee's Address (Only if requested and fee is paid)
Signature (Addressee)
Christopher P. Penger
Signature (Agent)

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

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:
Small Business Administration
20 N. Pennsylvania Ave.,
Room 2327
Wilkes-Barre, Pa. 18701
4a. Article Number
P 373 528 140
4b. Service Type
☐ Registered
☐ Certified
☐ Express Mail
☐ Return Receipt for Merchandise
7. Date of Delivery
NOV 20 1991
8. Addressee's Address (Only if requested and fee is paid)
Signature (Addressee)
Signature (Agent)
Bill Drapela

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

PS Form 3811, October 1990 U.S. GPO: 1990-273-861 DOMESTIC RETURN RECEIPT
SENDER:
• Complete items 1, 2, and 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:
Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815
4a. Article Number
P 373 528 142
4b. Service Type
☐ Registered
☒ Certified
☐ Express Mail
☐ Return Receipt for Merchandise
7. Date of Delivery
NOV 12 1991
8. Addressee's Address (Only if requested and fee is paid)
Signature (Addressee)
Signature (Agent)

PS Form 3811, October 1990 U.S. GPO: 1990-273-861 DOMESTIC RETURN RECEIPT
SENDER:
• Complete items 1, 2, and 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 373 528 137
4b. Service Type
☐ Registered
☒ Certified
☐ Express Mail
☐ Return Receipt for Merchandise
7. Date of Delivery
NOV 12 1991
8. Addressee's Address (Only if requested and fee is paid)
Signature (Addressee)
Signature (Agent)

PS Form 3811, October 1990 U.S. GPO: 1990-273-861 DOMESTIC RETURN RECEIPT
SENDER:
• Complete items 1, 2, and 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:
Lehigh Valley Bank
P.O. Box 2068
Lehigh Valley, Pa. 18001-2068
4a. Article Number
P 373 528 133
4b. Service Type
☐ Registered
☒ Certified
☐ Express Mail
☐ Return Receipt for Merchandise
7. Date of Delivery
NOV 12 1991
8. Addressee's Address (Only if requested and fee is paid)
Signature (Addressee)
Signature (Agent)

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 82 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 JANUARY 23, 1992

10:00 A.M.

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

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; thence in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half ($49\frac{1}{2}$) feet to the southerly side of Lot No. 2; thence easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; thence southerly along the westerly side of Mulberry Street, forty-nine and one-half ($49\frac{1}{2}$) feet to Third Street, the place of Beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

SECOND: BEGINNING at a point in the northerly side of Third Street one hundred thirty-seven (137) feet west from the intersection of Third and Mulberry Streets; thence westerly along the northerly side of Third Street eighteen (18) feet to a niche made in cement wall being at the center of hedge row, which hedge row runs parallel to the easterly side of double house belonging now or formerly to W.E. Williams, et al; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half ($49\frac{1}{2}$) feet to the southerly side of Lot No. 2; thence in an easterly direction along the southerly side of Lot No. 2 eighteen (18) feet to the piece of land first herein conveyed; thence southerly along the westerly side of piece of land first herein conveyed in a line parallel to the westerly side of Mulberry Street forty-nine and one-half ($49\frac{1}{2}$) feet to the northerly side of Third Street, the place of Beginning. BEING a portion of Lot No. 1 on the plot or plan of the Borough of Berwick.

BEING the same premises conveyed to Michael Kozak by Deed of Rudolph G. Szabo and Arlene R. Szabo, his wife, said Deed dated September 30, 1986 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book Volume 375 at Page 763.

PREMISES improved with a two story frame duplex more commonly known as 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, against MICHAEL KOZAK, and will be sold by:

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

Said premises to be sold by the Sheriff of Columbia County.

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

ROSENN, JENKINS & GREEWALD
Attorneys

1991 REAL ESTATE

BERWICK BOROUGH

CONNIE C. GINGER
F-120 E 3RD ST MIDTOWN PLAZA
EERWICK, PA. 18603

HOURS DURING DISCOUNT ONLY WED
9-12, MON - THUR 9-5 FRI 9-7
OTHER TIMES, WED 9-12, MON-
PHONE 717-752-7442 FRI 9-4

PAKES ARE DUE 5 PAYABLE PROMPT PAYMENT IS REQUESTED

KOZAK, MICHAEL
401 E FRONT STREET
BERWICK, PA

18603

THE DISTRIBUTION OF THE PENALTY
HAVE BEEN CONVERTED
FOR YOUR CONVENIENCE.

DESCRIPTION	ASSESSMENT	MILLS	LESS
SCHOOL R.E.	5360147.00		

5360147.00

72.16

787.52

827.32

DATE	07/01/91
BILL NO.	02261

DATE _____

BILL NO.

**PAY THIS
AMOUNT**

Aug 31
IF P, AD ON
OR EFF ARE

187-512
OCT 31
IF P.A.D. ON
OR BEFORE

821.32
OV 1
IF PAID
AFTER

PENALTY A PROPERTY DESCRIPTION

SCHOOL 5%

ACCT NO. 14904

PARCEL 44-2-4-73

3RD & MULBERRY ST PT LOT 1

L-155X49.5

BUILDINGS

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 360

REC'D BY

THIS TAX RETURNED
TO COURT HOUSE:
JANUARY 24, 1992

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

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

2:24 pm
RECORDED in the Office for Recording of Deeds in and for the County of Columbia
Commonwealth of Pennsylvania in ~~Volume~~ Book No. 375 page 767
WITNESS my hand and Seal of Office this 30th day of Sept., 1986.

Beverly J. Michael
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 30, 1986. The mortgagor is MICHAEL KOZAK, of Vernegat, New Jersey 08805; ("Borrower"). This Security Instrument is given to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, which is organized and existing under the laws of the United States of America, and whose address is 44 West Market St., Wilkes-Barre, Luzerne County, Pa. 18773; ("Lender"). Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND DOLLARS Dollars (U.S. \$28,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Berwick Borough, Columbia County, Pennsylvania:

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; THENCE in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; THENCE in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49½) feet to the southerly side of Lot No. 2; THENCE easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; THENCE southerly along the westerly side of Mulberry Street, forty-nine and one-half (49½) feet to Third Street, the place of beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

SECOND: BEGINNING at a point in the northerly side of Third Street one hundred thirty-seven (137) feet west from the intersection of Third and Mulberry Streets; THENCE westerly along the northerly side of Third Street eighteen (18) feet to a niche made in cement wall being at the center of hedge row, which hedge row runs parallel to the easterly side of double house belonging now or formerly to W. E. Williams, et al; THENCE in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49½) feet to the southerly side of Lot No. 2; THENCE in an easterly direction along the southerly side of Lot No. 2 eighteen (18) feet to the piece of land first herein conveyed; THENCE southerly along the westerly side of piece of land first herein conveyed in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49½) feet to the northerly side of Third Street, the place of beginning. BEING a portion of Lot No. 1 on the plot or plan of the Borough of Berwick.

SEE ATTACHMENT

which has the address of 303 Mulberry St., Berwick, Columbia County,
[Street] [City]
Pennsylvania [Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."


BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BOOK 375 PAGE 767

PENNSYLVANIA—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT

BANCONSUMER FORM M-3039-SPL (10/84)

 Franklin First Federal
Savings and Loan Association
44 W. Market St. Wilkes-Barre, PA 18773

MTGE. 258

ADJUSTABLE RATE RIDER

(1 Year Treasury Index—Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 30th day of September, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

303 Mulberry St., Berwick, Columbia County, Pa.

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.00%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October 1, 1987, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.00% or less than 7.00%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 14.00%.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

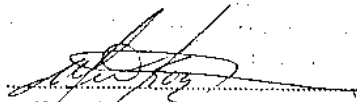
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

BOOK 375 PAGE 769

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
MICHAEL KOZAK -Borrower

..... (Seal)
..... -Borrower

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.


24. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


MICHAEL KOZAK (Seal)
Borrower

(Seal)
Borrower

(Space Below This Line For Acknowledgment)

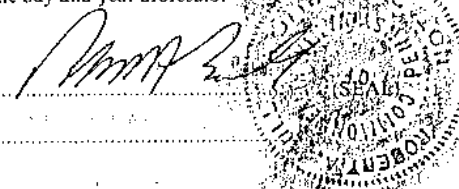
562
REC'D BY RECORDER
COLUMBIA CO. PA.
TAX 50
SEP 30 2 24 PM '86
FEE 19.50

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA
On this, the 30th day of September, 1986, before me,
a Notary Public, personally appeared the within named MICHAEL KOZAK

known to me (or satisfactorily proven) to be the person(X) whose name(X) (is) (are) subscribed to the within instrument and acknowledged that (s)he(X) executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires: 3/29/90



I Hereby Certify that the precise residence of the Franklin First Federal Savings and Loan Association of Wilkes-Barre, is 44 West Market Street, Wilkes-Barre, Pa.

Harold Rosen
Attorney for Mortgage

LAW OFFICES

ROSENN, JENKINS & GREENWALD

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PENNSYLVANIA 18711

TELEPHONE
717-826-5600

TELECOPIER
717-826-5640

DIRECT DIAL
(717) 826-5692

PITTSBURGH OFFICE:
717-654-3733

49 SOUTH MAIN STREET
PITTSBURGH, PA 15201

November 19, 1991

FRANCIS G. WENZEL, JR.
MICHAEL A. SHUCOSKY
CARL J. STEINBRENNER
HARRY V. CARDON
SUSAN M. ROONEY
FRED A. PIERANTONI, II
LEWIS A. SEBIA
NORMAN D. NAMLY
ROBERT N. GAWLAS, JR.
RUTH C. HUGHES
GERALD M. MUSTO, JR.
JAMES C. OSCHAL
DAVID E. SCHWAGER
STEVEN P. ROTH
JOSEPH G. IERGUSSON
MICHAEL J. CORDONE
JUDITH W. DAFFY
MARY M. GRIFFIN
PATRICIA A. ERMEL

OF COUNSEL:
HENRY GREENWALD
HAROLD ROSENN
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EUGENE ROTH
HARRY R. HISCOX
JOHN J. APONICK, JR.
DANIEL G. FLANNERY
MARSHALL S. JACOBSON
MURRAY URBENG
JOSEPH J. MUSTO
BRUCE C. ROSENTHAL
DONALD H. BROST
PAULA G. BREGMAN
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HOWARD M. LEVINSON
ALAN S. HOLLANDER
JOHN G. WHELFY, JR.
GARRY S. TAROLI
RICHARD A. RUSSO
JAMES P. VALENTINE
MARK A. VAN LOON
LEE S. PAIT
DAVID B. HISCOX
ROBERT SPIELMAN
WILLIAM L. HIGGS
ROBERT D. SCHAUB

Deputy James Dent
Office of the Sheriff
Columbia County Courthouse
Bloomsburg, PA 17815

RE: Franklin First Federal Savings Bank vs. Kozak; No. 1162 of 1991

Dear Jim:

Consistent with our telephone conversation of today's date, enclosed herewith you will please find a copy of the Amended Affidavit Pursuant to Rule 3129.1 which we have filed in connection with the above-captioned mortgage foreclosure action.

Thank you very much for your assistance in this matter. Should you have any further questions, please feel free to contact me.

Sincerely,


DAVID E. SCHWAGER

DES/smk

Enclosure

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PA. 18711

(717) 826-5600

DAVID E. SCHWAGER, ESQUIRE

ATTORNEYS FOR

Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND
 LOAN ASSOCIATION OF WILKES-BARRE
 n/k/a FRANKLIN FIRST FEDERAL SAVINGS
 BANK,

PLAINTIFF

VS.

MICHAEL KOZAK,

DEFENDANT

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1162 OF 1991

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a
 FRANKLIN FIRST FEDERAL SAVINGS BANK, 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 303 Mulberry Street, Berwick
 Borough, Columbia County, Pennsylvania, the same being more particularly
 described in Exhibit "A", attached.

1. Name and address of Owner or Reputed Owner:

NameAddress

Michael Kozak

4748 Snow Hill Road
Cresco, PA 18326

2. Name and address of Defendant in the judgment:

NameAddress

Michael Kozak

4748 Snow Hill Road
Cresco, PA 18326

3. Name and address of every judgment creditor whose judgment
 lien on the real property to be sold:

NameAddress

Lehigh Valley Bank

P.O. Box 2068
Lehigh Valley, PA 18001-2068

NOV 13 11 49 AM '91
 OFFICE OF THE CLERK
 COMMON PLEAS COURT
 COLUMBIA COUNTY, PA

NOV 13 11 49 AM '91
 OFFICE OF THE CLERK
 COMMON PLEAS COURT
 COLUMBIA COUNTY, PA
 CHIEF DEPUTY

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

<u>Name</u>	<u>Address</u>
Franklin First Federal Savings and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings Bank	44 West Market Street Wilkes-Barre, PA 18773

5. Name and address of every other person who has any record lien on their property:

<u>Name</u>	<u>Address</u>
None	

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

<u>Name</u>	<u>Address</u>
None	

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

<u>Name</u>	<u>Address</u>
Columbia County Tax Claim Bureau	Columbia County Courthouse Bloomsburg, PA 17815
Connie C. Gingher Berwick Borough Tax Collector	120 Rear East Third Street Berwick, PA 18603
Pennsylvania American Water	P.O. Box 313 Milton, PA 17847
Borough of Berwick	c/o Sewer Rental Office City Hall 344 Market Street Berwick, PA 18603

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.

DERR, PURSEL, LUSCHAS & NORTON

DATE: 10/30/91

BY: 

GARY E. NORTON, ESQUIRE

Co-Counsel for Plaintiff

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; thence in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; thence southerly along the westerly side of Mulberry Street, forty-nine and one-half (49 1/2) feet to Third Street, the place of Beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

SECOND: BEGINNING at a point in the northerly side of Third Street one hundred thirty-seven (137) feet west from the intersection of Third and Mulberry Streets; thence westerly along the northerly side of Third Street eighteen (18) feet to a niche made in cement wall being at the center of hedge row, which hedge row runs parallel to the easterly side of double house belonging now or formerly to W.E. Williams, et al; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence in an easterly direction along the southerly side of Lot No. 2 eighteen (18) feet to the piece of land first herein conveyed; thence southerly along the westerly side of piece of land first herein conveyed in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the northerly side of Third Street, the place of Beginning. BEING a portion of Lot No. 1 on the plot or plan of the Borough of Berwick.

BEING the same premises conveyed to Michael Kozak by Deed of Rudolph G. Szabo and Arlene R. Szabo, his wife, said Deed dated September 30, 1986 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book Volume 375 at Page 763.

PREMISES improved with a two story frame duplex more commonly known as 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

TELETYPE PHONE
(717) 784-6100

November 20, 1991

Mr. David E. Schwager, Esquire
15 South Franklin Street
Wilkes-Barre, Pa. 18711

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

NO. 82 of 1991 E.D.

WRIT OF EXECUTION- MORTGAGE
FORECLOSURE

SERVICE ON Dorothy Zalesny (Occupant)

ON Wednesday November 20, 1991 at 8:35 A.M., A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON
Dorothy Zalesny (Occupant), AT 303 Mulberry St., 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

Dorothy Zalesny (Occupant).

Note: Dep. Dent also posted a
copy of the Writ of Execution,
Notice of Sheriffs Sale and
copy of the Sale Bill

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 20th
DAY OF November, 1991

Lami B. Kline
LAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

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

FRANKLIN FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION OF WILKES-
BARRE n/k/a FRANKLIN FIRST FEDERAL
SAVINGS BANK

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 1162 Term 1991 J.D.

vs.

MICHAEL KOZAK

No. 82 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):

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO - EXHIBIT "A"

PARCEL NO. 04.2-4-73

Amount Due	25,729.55
Interest to 9/23/91	1,941.71
Attorney's Commission	<u>2,572.96</u>

TOTAL 30,244.22 plus costs*

as endorsed.

Jami B. Gline
Prothonotary, Court of Common Pleas
of Columbia County, Pennsylvania

Dated: October 31, 1991

(SEAL)

BY: Arrothy Long
Deputy

* Plus a per diem charge at the rate of \$7.35 from September 23, 1991, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 82 of 1991, 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 Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Jan 23, 199²4 at 1000 a.m., in the forenoon of the said day, all the right, title and interest of the Defendant in and to:

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; thence in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; thence southerly along the westerly side of Mulberry Street, forty-nine and one-half (49 1/2) feet to Third Street, the place of Beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

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EXHIBIT "A"

PREMISES improved with a two story frame duplex more commonly known as 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, against MICHAEL KOZAK, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
n/k/a FRANKLIN FIRST FEDERAL SAVINGS
BANK,

PLAINTIFF

VS.

MICHAEL KOZAK,

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY
CIVIL ACTION - LAW
IN MORTGAGE FORECLOSURE

NO. 1162 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.

Fred Trump, Court Administrator
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815
(717) 784-1991 Ext. 267

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE	:	
n/k/a FRANKLIN FIRST FEDERAL SAVINGS	:	OF COLUMBIA COUNTY
BANK,	:	
	:	CIVIL ACTION - LAW
PLAINTIFF	:	IN MORTGAGE FORECLOSURE
	:	
VS.	:	
	:	
MICHAEL KOZAK,	:	
	:	
DEFENDANT	:	NO. 1162 OF 1991

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: MICHAEL KOZAK, Defendant herein and owner of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on JAN. 23, 199²~~1~~, at 10:00 o'clock a.m., Eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate at 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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 that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

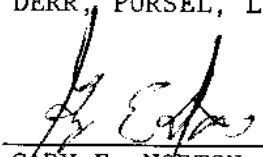
BY:


DAVID E. SCHWAGER, ESQUIRE

Attorneys for Plaintiff
15 South Franklin Street
Wilkes-Barre, PA 18711

DERR, PURSEL, LUSCHAS & NORTON

BY:


GARY E. NORTON, ESQUIRE

Co-Counsel for Plaintiff
238 Market Street
P.O. Box 539
Bloomsburg, PA 17815

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 82 of 1991, 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 Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on JAN. 23, 199²~~1~~ at 10.00 a.m., in the forenoon of the said day, all the right, title and interest of the Defendant in and to:

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; thence in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; thence southerly along the westerly side of Mulberry Street, forty-nine and one-half (49 1/2) feet to Third Street, the place of Beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

SECOND: BEGINNING at a point in the northerly side of Third Street one hundred thirty-seven (137) feet west from the intersection of Third and Mulberry Streets; thence westerly along the northerly side of Third Street eighteen (18) feet to a niche made in cement wall being at the center of hedge row, which hedge row runs parallel to the easterly side of double house belonging now or formerly to W.E. Williams, et al; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence in an easterly direction along the southerly side of Lot No. 2 eighteen (18) feet to the piece of land first herein conveyed; thence southerly along the westerly side of piece of land first herein conveyed in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the northerly side of Third Street, the place of Beginning. BEING a portion of Lot No. 1 on the plot or plan of the Borough of Berwick.

BEING the same premises conveyed to Michael Kozak by Deed of Rudolph G. Szabo and Arlene R. Szabo, his wife, said Deed dated September 30, 1986 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book Volume 375 at Page 763.

EXHIBIT "A"

PREMISES improved with a two story frame duplex more commonly known as 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, against MICHAEL KOZAK, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
n/k/a FRANKLIN FIRST FEDERAL SAVINGS
BANK,

PLAINTIFF

VS.

MICHAEL KOZAK,

DEFENDANT

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 1162 OF 1991

WAIVER OF WATCHMAN

Any deputy sheriff levying upon or attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any Plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

DERR, PURSEL, LUSCHAS & NORTON

BY: 

GARY E. NORTON, ESQUIRE

Co-Counsel for Plaintiff
238 Market Street
P.O. Box 539
Bloomsburg, PA 17815
(717) 784-4654

ROSENN, JENKINS & GREENWALD

BY: 

DAVID E. SCHWAGER, ESQUIRE

Attorneys for Plaintiff
15 South Franklin Street
Wilkes-Barre, PA 18711
(717) 826-5600

SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

Sir: There will be placed in your hands for service a Writ of Execution (Mortgage Foreclosure) styled as follows: FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, Plaintiff v. MICHAEL KOZAK, Defendant.

The Defendant, MICHAEL KOZAK, will be found at 4748 Snow Hill Road, Cresco, Monroe County, Pennsylvania.

DERR, PURSEL, LUSCHAS & NORTON

BY: 

GARY E. NORTON, ESQUIRE

Co-Counsel for Plaintiff
238 Market Street
P.O. Box 539
Bloomsburg, PA 17815
(717) 784-4654

ROSENN, JENKINS & GREENWALD

BY: 

DAVID E. SCHWAGER, ESQUIRE

Attorneys for Plaintiff
15 South Franklin Street
Wilkes-Barre, PA 18711
(717) 826-5600

DATE: October , 1991

(SEE ATTACHED DESCRIPTION)

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. _____ of 1991, 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 Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on _____, 1991 at _____ a.m., in the forenoon of the said day, all the right, title and interest of the Defendant in and to:

ALL those two certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at the northwesterly corner of Third and Mulberry Streets; thence in a westerly direction along the northerly side of Third Street one hundred thirty-seven (137) feet to a point; thence in a northerly direction in a line parallel to the westerly side of Mulberry Street forty-nine and one-half (49 1/2) feet to the southerly side of Lot No. 2; thence easterly along the southerly side of Lot No. 2 one hundred thirty-seven (137) feet to the westerly side of Mulberry Street; thence southerly along the westerly side of Mulberry Street, forty-nine and one-half (49 1/2) feet to Third Street, the place of Beginning. BEING the easterly portion of Lot No. 1 of the plot or plan of the Borough of Berwick.

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PREMISES improved with a two story frame duplex more commonly known as 303 Mulberry Street, Berwick Borough, Columbia County, Pennsylvania.

UNDER and SUBJECT to the same reservations, conditions, restrictions, covenants, exceptions and easements as appear in prior chain of title.

TOGETHER with all buildings and improvements thereon.

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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, against MICHAEL KOZAK, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"


FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE	:	
n/k/a FRANKLIN FIRST FEDERAL SAVINGS	:	OF COLUMBIA COUNTY
BANK,	:	
	:	CIVIL ACTION - LAW
PLAINTIFF	:	
	:	IN MORTGAGE FORECLOSURE
VS.	:	
	:	
MICHAEL KOZAK,	:	
	:	
DEFENDANT	:	NO. 1162 OF 1991

AFFIDAVIT OF NON-MILITARY SERVICE AND
CERTIFICATION OF LAST KNOWN ADDRESS
OF DEFENDANT AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
 COUNTY OF LUZERNE :

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS BANK, investigate the status of MICHAEL KOZAK, the above-captioned Defendant, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers he is not now, nor was he within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940; and that the last known address of said Defendant, MICHAEL KOZAK, is 4748 Snow Hill Road, Cresco, Monroe County, Pennsylvania; and the address of

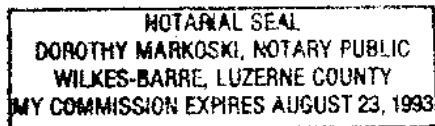
the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County,
Pennsylvania.


EUGENE S. HORANZY

SWORN to and subscribed
before me this 16th day
of October, 1991.


NOTARY PUBLIC

My commission expires:



HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: ____ November 19, 1991 ____

Re: Sheriff's Sale Advertising Dates
Franklin First Federal Savings
and Loan Association of
Wilkes-Barre n/k/a Franklin^{YS}
First Federal Savings Bank No. 1162 of 1991 JD
No. 82 of 1991

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week ____ January 2, 1992 ____
2nd week ____ January 9, 1992 ____
3rd week ____ January 16, 1992 ____

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR TOLL FREE
(717) 784-6100

Date: November 19, 1991

To: Michael Kozak
4748 Snow Hill Road
Cresco, Pa. 18326

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Savings Bank
No: 82 of 1991 FD No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 19, 1991

To: Lehigh Valley Bank
P.O. Box 2068
Lehigh Valley, Pa. 18001-2068

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Savings Bank
No: 82 of 1991 ED No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

TELETYPE
(717) 784-6300

Date: November 19, 1991

To: Connie C. Gingher
Berwick Borough Tax Collector
120 Rear East Third St.,
Berwick, Pa. 18603

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Saving Bank
No: 82 of 1991 ED No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR DEPT.
(717) 784-6000

Date: November 19, 1991

To: Pennsylvania American Water
P.O. Box 313
Milton, Pa. 17847

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Savings Bank
No: 82 of 1991 FD No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: November 19, 1991

To: Borough of Berwick c/o
Sewer Rental Office
City Hall
Berwick, Pa. 18603

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Savings Bank
No: 82 of 1991 ED No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR OFFICE
(717) 784-6100

Date: November 19, 1991

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

Franklin First Federal Savings
and Loan Association of

Re: Wilkes-Barre n/k/a Franklin VS. Michael Kozak
~~First Federal Savings Bank~~

No: 82 of 1991 FD No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 284-6300

Date: November 19, 1991

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

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
~~Federal Savings Bank~~
No: 82 of 1991 FD No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR DEPUTY
(717) 781-6100

Date: November 19, 1991

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

Franklin First Federal Savings
and Loan Association of Wilkes-
Re: Barre n/k/a Franklin First VS. Michael Kozak
Federal Savings Bank
No: 82 of 1991 ED No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 781-6100

Date: November 19, 1991

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

Franklin First Federal Savings
and Loan Association of
Re: Wilkes-Barre n/k/a FranklinVS. Michael Kozak
First Federal Savings Bank
No: 82 of 1991 ED No: 1162 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR FRONT
(717) 784 6300

Date: November 19, 1991

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

Franklin First Federal Savings
Re: and Loan Association of VS. Michael Rozak
Wilkes-Barre n/k/a Franklin
No: First Federal Savings Bank No: 1162 of 1991 JD
82 of 1991

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

24 HOUR PHONE
(717) 784 6309
FAX (717) 784-0257

PHONE
(717) 784-1991

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
B/K/A FRANKLIN FIRST FEDERAL PLAINTIFF
SAVINGS BANK

vs

MICHAEL KOZAK

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 1162 CD Term. 19 91

WRIT OF EXECUTION MORTGAGE FORECLOSURE

ISSUED October 21, 1991

NOW, November 18

19 91, Harry A. Roadarmel Jr.,

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Monroe County
The HONORABLE Forrest B. Sebring

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

Defendants alleged address is 4748 Snow Hill Road Cresco, Pa. 18326

Enclosed is advance cost of \$50.00
in CK#3448

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

AFFIDAVIT OF SERVICE

NOW, 19 91, at o'clock M, served the
within upon
at by handing to
original, and made known to a true and attested copy of the
the contents thereof

Sworn and Subscribed before me

So Answers,

this

day of

19

Sheriff

Notary Public

BY

Deputy Sheriff

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

So Answers,

Sheriff

Deputy Sheriff

1235 P.M.
12-12-91
SERVED PERSONALLY



**Franklin First Federal
Savings Bank**

44 W. Market St., Wilkes-Barre, PA 18773
Escrow Dept.



97-371430448

Date: . . .

Amount
\$750.00

PAY

FRANKLIN 750dol's00cts
~~FIRST~~

TO THE
ORDER
OF

Sheriff of Columbia County

DRAWER: FRANKLIN FIRST FEDERAL SAVINGS BANK

Eugene D. Horvath
AUTHORIZED SIGNATURE

⑆022310422⑆ 8#409937 371430448