

# LIEN CERTIFICATE

DATE April 7, 1992

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1991,

in Catawissa Boro are as follows:

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

Former Owner: Not In System

Parcel No. 08-02-174

Description 100 Pine St. - .06 Acres

YEAR	TOTAL
1990	\$337.18
1991	\$294.30
TOTAL	\$631.48

The above figures represent the amount(s) due during the month of June 19 92

Requested by: Sheriff Harry A. Roadarmel, Jr.

Fee: \$5.00

PD 9/23/92

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long  
Dennis Long  
Director

shandy sale  
5/21/92

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1991

24 HOUR PHONE  
(717) 781-6300

September 23, 1992


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

Dear Sir:

Enclosed is CK#4688 in the amount of \$50.00, which represents payment for the EXPERT legal work on the Sheriffs Sale No. 14 of 1992 on Kingston and Millard.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dent  
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1931

24 HOUR PHONE  
(717) 784-6300

September 23, 1992

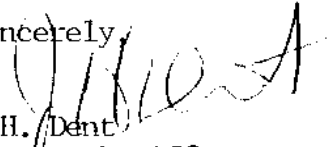
Press Enterprise  
P.O. Box 745  
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#4687 in the amount of \$221.78, which represents payment for the advertising of the Sheriffs Sale No. 14 of 1992 on John L. Kingston and Cindy E. Millard, the advertised dates were April 30, May 7 and 14 of 1992.

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

September 23, 1992

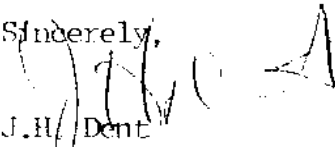
Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#4686 in the amount of \$170.05, which represents a refund from the advanced cost for the Sheriffs Sale No. 14 of 1992 on John L. Kingston and Cindy E. Millard from First Eastern Bank. Also enclosed is a copy of the Sheriffs Cost Sheet.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dent  
Deputy Sheriff

# SHERIFF'S SALE - COSTS SHEET

First Eastern Bank

VS. John L. Kingston and Cindy E. Millard

NO. 14 of 1992 E.D. NO. 1377 of 1990 J.D. DATE OF SALE 5/21/92 10:00 A.

DOCKET & LEVY	\$ 14.00
SERVICE	102.00
MAILING	28.17
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	8.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER <u>COPIES 20 17.50</u>	66.00

TOTAL . . . . . \$ 257.17

PRESS-ENTERPRISE, INC.	\$ 221.78
HENRIE PRINTING	
SOLICITOR'S SERVICES	58.00

TOTAL . . . . . \$ 271.78

PROTHONOTARY:	LIENS LIST	\$ <del>X</del>
	DEED NOTARIZATION	<del>X</del>
	OTHER	

TOTAL . . . . . \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	
	OTHER	

TOTAL . . . . . \$ 20.00

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19	19	\$
SCHOOL TAXES, DISTRICT		
DELINQUENT TAXES, 19 96, 19 97, 19	19	

TOTAL . . . . . \$

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

TOTAL . . . . . \$

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

MISCELLANEOUS: TAX CLAIM \$ 5.00

TOTAL . . . . . \$

TOTAL COSTS . . . . . \$ 579.95

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

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First Eastern Bank VS John L. Kingston and Cindy E. Millard

NO. 14 of 1992 E.D. NO. 1377 of 1990 J.D.

DATE OF SALE: May 21, 1992 at 10:00 A.M.

BID PRICE ( INCLUDES COSTS )	\$	_____
POUNDAGE 2% BID PRICE	\$	_____
TRANSFER TAX 2% BID PRICE	\$	_____
MISC. COSTS	\$	_____

TOTAL NEEDED TO PURCHASE \$ \_\_\_\_\_

PURCHASER(S) : \_\_\_\_\_

ADDRESS : \_\_\_\_\_

NAME(S) ON DEED: \_\_\_\_\_

PURCHASER(S) SIGNATURE(S) : \_\_\_\_\_

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE	\$	_____
LESS DEPOSIT	\$	_____
DOWN PAYMENT	\$	_____
AMOUNT DUE IN EIGHT DAYS	\$	_____

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF PENNSYLVANIA		VOLUNTARY PETITION
IN RE: KINGSTON, JOHN L	NAME OF JOINT DEBTOR: KINGSTON, CINDY E	
ALL DEBTOR'S OTHER NAMES IN LAST SIX YEARS NONE	JOINT DEBTOR'S OTHER NAMES IN LAST SIX YEARS NONE	
SOC. SEC. #/TAX I.D. # 206-46-3216	SOC. SEC. #/TAX I.D. # 206-52-2548	
STREET ADDRESS OF DEBTOR 100 PINE STREET CATAWISSA PA 17820	STREET ADDRESS OF JOINT DEBTOR 100 PINE STREET CATAWISSA PA 17820	
COUNTY OF RESIDENCE OR BUSINESS COLUMBIA	COUNTY OF RESIDENCE OR BUSINESS COLUMBIA	
MAILING ADDRESS OF DEBTOR SAME	MAILING ADDRESS OF JOINT DEBTOR SAME	
BUSINESS DEBTOR'S PRINCIPAL ASSET LOCATION NOT APPLICABLE	VENUE <input checked="" type="checkbox"/> Debtor's domicile, residence, or business assets were in this District for the 180 days preceding this petition.	
INFORMATION REGARDING DEBTOR		
DEBTOR TYPE: <input checked="" type="checkbox"/> Joint (Husband & Wife)	CHAPTER/SECTION: <input checked="" type="checkbox"/> Chapter 7	
DEBT NATURE: <input checked="" type="checkbox"/> Non-Business/Consumer	FILING FEE: <input checked="" type="checkbox"/> attached NAME AND ADDRESS OF LAW FIRM OR ATTORNEY Kreisher & Gregorowicz 401 MARKET STREET BLOOMSBURG PA 17815  Telephone No. (717) 784-5211 ATTORNEY(S) REPRESENTING DEBTOR Michael P. Gregorowicz	
<div style="text-align: right; font-size: 1.2em;">           27            R Kovach            956am         </div>	<div style="text-align: right; font-size: 1.5em;">           5-0-201-84         </div>	
STATISTICAL ADMINISTRATIVE INFORMATION (28 U.S.C. 604)		THIS SPACE FOR COURT USE ONLY
<input checked="" type="checkbox"/> Funds will not be available for unsecured creditors.		<div style="text-align: center; font-weight: bold; transform: rotate(-10deg); font-size: 1.2em;">           RELIEF            Ordered         </div>
ESTIMATED NO. OF CREDITORS: <input checked="" type="checkbox"/> 1-15 ESTIMATED ASSETS (thousands): <input checked="" type="checkbox"/> Under 50 ESTIMATED LIABILITIES (thousands): <input checked="" type="checkbox"/> Under 50 ESTIMATED NO. OF EMPLOYEES: <input checked="" type="checkbox"/> Not Applicable ESTIMATED EQUITY SECURITY HOLDERS: <input checked="" type="checkbox"/> Not Applicable		

Debtors: JOHN L KINGSTON and CINDY E KINGSTON

Case No.:

## FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only.

## PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS

Location Where Filed NONE	Case Number	Date Filed
Location Where Filed	Case Number	Date Filed
PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THE DEBTOR		
Name of Debtor NONE	Case Number	Date
Relationship	District	Judge

## REQUEST FOR RELIEF

Debtor requests relief under the U.S. Code title 11 chapter specified in this petition.

## SIGNATURES

X

Date:

Attorney: Michael P. Gregorowicz

## JOINT DEBTORS

## CORPORATE OR PARTNERSHIP DEBTOR

We declare under penalty of perjury that the information provided in this petition is true and correct.

I declare under penalty of perjury that the information in this petition is true and correct and that the filing of this petition on behalf of the debtor has been authorized.

X

Debtor: JOHN L KINGSTON

Date:

X

Signature of Authorized Individual

Name:

Title:

Date:

X

Joint Debtor: CINDY E KINGSTON

Date:

[ ] Exhibit "A" is attached and made part of this petition.

## TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS

We are aware that we may proceed under chapter 7, 11, or 12, or 13 of title 11, U.S. Code understand the relief available under such chapter, and choose to proceed under chapter 7 of such title. If we are represented by an attorney Exhibit "B" has been completed.

X

Debtor: JOHN L KINGSTON

Date:

8/27/92

X

Joint Debtor: CINDY E KINGSTON

Date:

8/27/92

## EXHIBIT "B"

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, U.S. Code, and have explained the relief available under such chapter.

X

Attorney: Michael P. Gregorowicz

Date:

8/27/92



UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re JOHN L KINGSTON  
and  
CINDY E KINGSTON

Case No.  
Chapter 7

/ Debtors

Attorney for Debtor: Michael P. Gregorowicz

STATEMENT Pursuant to Rule 2016(b)

The undersigned, pursuant to Rule 2016(b), Rules of Bankruptcy Procedure, states that:

1. The compensation paid or promised by the Debtor(s), to the undersigned, is as follows:

For legal services rendered, Debtor(s) agrees to pay	\$ 700.00
Prior to the filing of this Statement, Debtor(s) has paid	0.00
Balance Due	700.00

2. The Filing Fee has been paid.

3. The Services rendered or to be rendered include the following:

- (a) Analysis of the financial situation, and rendering advice and assistance to the client in determining whether to file a petition under Title 11, U. S. C.
- (b) Preparation and filing of the petition, schedules, statement of affairs and other documents required by the court.
- (c) Representation of the client at the first meeting of creditors.

4. The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and none other.


5. The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and none other.

6. The undersigned has received no transfer, assignment or pledge of property from the debtor(s) except the following for the value stated: None.

7. The undersigned has not shared or agreed to share with any other entity, other than with members of the undersigned's law firm, any compensation paid or to be paid except as follows: None.

Dated:

Respectfully submitted,

Attorney for Petitioner,   
Michael P. Gregorowicz  
Kreisher & Gregorowicz  
401 MARKET STREET  
BLOOMSBURG PA 17815

In re: JOHN L KINGSTON and CINDY E KINGSTON / Debtors Case No.

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

Creditor Name and Address	Date, Nature of Lien, Description & Value	Claim Amount	Unsecured Portion and Notes*
1. Account No. BENEFICIAL CONSUMER DISC CO PO BOX 151 38 SOUTH MAIN STREET SHENANDOAH PA 17976	Mortgage 100 PINE STREET Value: \$ 12,000.00	\$ 3,000.00	\$ 3,000.00 *Joint Debt
2. Account No. BUCHER'S BODY SHOP 521 MERCERON STREET CATAWISSA PA 17820	Judgment Lien 100 PINE STREET Value: \$ 12,000.00	\$ 100.00	\$ 100.00 *Husband's Debt
3. Account No. FIRST EASTERN BANK NA FIRST EASTERN PLAZA, PUBLIC SQUARE WILKES BARRE PA 18768	7/84 Purchase Money Security 100 PINE STREET CATAWISSA PA 17820 Value: \$ 12,000.00	\$ 14,721.52	\$ 2,721.52 *Joint Debt
FRANK C BAKER ESQ Representing: FIRST EASTERN BANK NA 6009 US ROUTE 11 BLOOMSBURG PA 17815			

No continuation sheets attached

Subtotal: \$ 17,821.52  
Total: \$ 17,821.52

In re: JOHN L KINGSTON and CINDY E KINGSTON / Debtors Case No.

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

PRIORITY TYPE: Taxes and Certain Other debts Owed to Governmental Units

Creditor Name and Address	Claim Date and Consideration	Claim Amount	Amount with Priority and Notes*
1. Account No. MAE HOLLINGSHEAD 214 NORTH STREET CATAWISSA PA 17820	1992 Municipal/city taxes	\$ 345.00	\$ 345.00 *Joint Debt

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

- ☐ Debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY

- ☐ Extensions of credit in an involuntary case  
Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. §507(a)(2).
- ☐ Wages, salaries, and commissions  
Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. §507(a)(3).
- ☐ Contributions to employee benefit plans  
Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. §507(a)(4).
- ☐ Certain farmers and fishermen  
Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. §507(a)(5).
- ☐ Deposits by individuals  
Claims of individual up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. §507(a)(6).
- ☒ Taxes and Other Certain Debts Owed to Governmental Units  
Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. §507(a)(7).

In re: JOHN L KINGSTON and CINDY E KINGSTON / Debtors Case No.

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

Creditor Name and Address	Date Claim was Incurred Consideration for Claim	Claim Amount and Notes*
1. Account No. 717-356-7464 BELL OF PENNSYLVANIA PITTSBURGH PA	1984 Utility bills	\$ 42.00 *Wife's Debt
2. Account No. GMAC PO BOX 2451 HARRISBURG PA 17105	1987 Balance due on Auto Loan	\$ 5,000.00 *Joint Debt

No continuation sheets attached

Subtotal: \$ 5,042.00  
Total: \$ 5,042.00

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

May 26, 1992

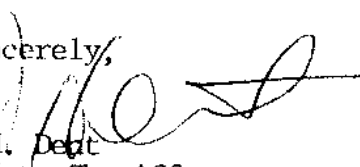
Mr. Frank C. Baker, Esquire  
6009 U. S. RT#11  
Bloomsburg, Pa. 17815

Dear Mr. Baker:

In reference to the Sheriff's Sale No. 14 of 1992 E.D., First Eastern Bank, N.A.  
Vs John L. Kingston and Cindy E. Millard, upon your request to continue this action,  
the new Sale date is August 27, 1992 at 1000.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dept  
Deputy Sheriff

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

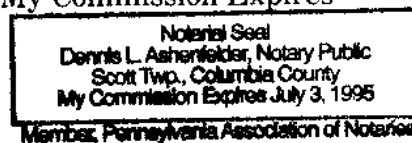
Larraine Kreischer, Publisher's Assistant, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper April 30, May 7, 14, 1992, as published and published; that the affiant is one of the owners and publishers of said paper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

*Larraine M. Kreischer*

Sworn and subscribed to before me this 14<sup>th</sup> day of May 1992

*Dennis L. Ashenfelter*  
(Notary Public)

My Commission Expires



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

.....

HARRY A. ROADARMET, JR.



SHERIFF OF COLUMBIA COUNTY

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

1992  
CITY 781 6900

TELEPHONE  
CITY 781 6900

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

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

VS. 14 of 1992 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday April 15, 1992 POSTED A COPY OF THE SHERIFF'S SALE BILL  
ON THE PROPERTY OF John L. Kingston and Cindy E. Millard  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY  
SHERIFF J.H. Dent

Note: Dep. Dent also posted a copy of  
the Sale bill within the Sheriff's  
Office and Lobby of the Court  
House.

SO ANSWERS:

*J.H. Dent*

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMET, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 15th  
DAY OF April 1992

*Jami B. Kline*

JAMI B. KLINE, PROTHONOTARY OF  
COLUMBIA COUNTY

PROTIL & CLK. OF SEV. COURTS  
MY COMM. EX. 1st MON. JAN. 1996



# CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary

P. O. Box 44

Catawissa, PA 17820

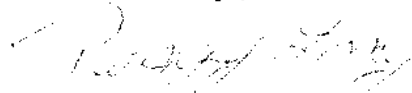
April 10, 1992

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

Dear Sir:

In reference to Sheriff's Sale of John L. Kingston and Cindy E. Millard, please be advised they presently owe the Borough Sewer bills in the amount of \$24.60 and Electric bills in the amount of \$608.49. These figures will change as of April 20th and additional charges will go on as of May 1, 1992.

Sincerely,



Peggy Long  
Secretary



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

ERNEST D. PREATE, Jr.  
ATTORNEY GENERAL

April 9, 1992

Reply To:

Financial Enforcement Section  
15th Floor, Strawberry Square  
Harrisburg, PA 17120  
(717) 787-3646

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

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

Dear Sheriff Roadarmel:

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Zerbe".

THOMAS C. ZERBE, JR.  
Deputy Attorney General  
Financial Enforcement Section

TCZ/smm

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: April 6, 1992

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

RECEIVED  
APR - 7 1992  
FINANCIAL ENFORCEMENT

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

No: 14 of 1992 ED No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY MAY 21, 1992

10:00 A.M.

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

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

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

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

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

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

UPON WHICH is erected a frameddwelling house.

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

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all Sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty days before the date of sale. After the sale the same will be available

## MORTGAGE

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

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, State of Pennsylvania:

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

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

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

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

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

UPON WHICH is erected a frame dwelling house.

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

which has the address of 100 Pine Street, Catawissa, PA 17820

(herein "Property Address");

(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

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

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

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

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

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof 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. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Michael E. Grogan*  
*Michael E. Grogan*

*John L. Kingston*  
John L. Kingston

—Borrower

*Cindy E. Millard*  
Cindy E. Millard

—Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 18th day of July, 1984, before me, a Notary Public, the undersigned officer, personally appeared, John L. Kingston and Cindy E. Millard, known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission Expires: 4/21/86  
EDNA P. GREGOROWICZ, Notary Public  
Bloomsburg, Columbia County, Pa.  
My Commission Expires April 21, 1986

*Edna P. Grogan*

Title of Officer

It is hereby certified that the precise residence address of the Mortgagee herein named is:  
11 WEST Market Street  
Wilkes-Barre, PA 18768

RECD. OF RECORDER  
COLUMBIA CO. PA.  
#245  
TAX - \$50.00 - FEE \$3.00  
JUL 18 9 58 AM '84  
m. Grogan

*Michael E. Grogan*

(Space Below This Line Reserved For Lender and Recorder)

Commonwealth of Pennsylvania

ss.

County of Columbia 9:58am

Recorded on this 18th day of July

A.D. 1984, in the Recorder's

Office of said County, in Mortgage Book Record Volume 335, Page 70

Given under my hand and the seal of the said Office, the date above written.

*Beverly J. Michael*

*Fedise M. Schmitt*  
Recorder

BOOK 335 PAGE 073



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

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

☒ Total of Payments of \$ 3240.00

or

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

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

(City)

(Borough) Catawissa County of Columbia Commonwealth of Pennsylvania, described as follows:

(Township)

(Insert legal description of mortgaged premises)

Municipal Tax Lot \_\_\_\_\_ Block \_\_\_\_\_ (Tax map reference #08-02-174)

See attached copy of Deed:

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

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

☒ If this box is checked, this Mortgage is subject to a prior mortgage dated 7/18, 1984, executed by Mortgagors to 1st Eastern Bank as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$15200.00. That prior mortgage was recorded on 7/18, 1984, with the Recorder of the County of Columbia Pennsylvania, in Book 335, Page 70.

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

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

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

BOOK 399 PAGE 717

8. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the Actual Amount of Loan plus interest or the Total of Payments minus unearned discounted Interest immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Note/Agreement.
9. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, which (1) limit the unpaid principal balance due under the Note/Agreement to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note/Agreement or upon this Mortgage; (2) exempt the Property or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution; or (3) provide for any stay of execution or other process.

RUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Note/Agreement, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of the Note/Agreement of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

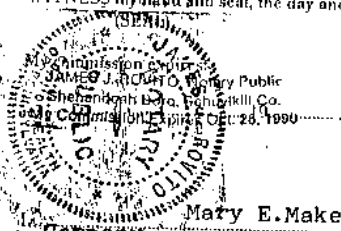
Signed, sealed and delivered in the presence of:

John L. Kingston (SEAL)  
Cindy E. Millard (SEAL)  
Cindy E. Millard (SEAL)  
a/k/a Cindy E. Kingston

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF Columbia ) ss.: John L. Kingston  
Cindy E. Millard  
A/K/A Cindy E. Kingston

On this 19th day of October 1987, before me, a Notary Public, came the above named John L. Kingston and Cindy E. Millard A/K/A Cindy E. Kingston Mortgagor(s), and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.



James J. McHugh  
Notary Public of Pennsylvania

#### CERTIFICATE OF RESIDENCE

Mary E. Makely of Beneficial Consumer Discount  
Company  
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is 36-38 South Main Street, Shenandoah, Pennsylvania.

Witness my hand, this 19th day of October 1987.

Mary E. Makely  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

John L. Kingston  
Cindy E. Millard  
A/K/A Cindy E. Kingston  
Name of Mortgagor(s)

☒ BENEFICIAL CONSUMER DISCOUNT COMPANY  
☐ BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA

Mortgagee

36-38 South Main Street.,  
Shenandoah, Pa. 17976  
Address

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Columbia 10:38am  
ss.:  
1987

RECORDED on this 13th day of November 1987  
in the office for Recording of Deeds of this County in  
Book No. 1999 Page 718  
RECORDED  
1987

RECORDED BY RECORDER  
COLUMBIA CO., PA.  
TAX \$50.00  
FEE \$20.00  
NOV 13 10 38 AM '87  
178

WARRANTY DEED - 1960

The Chambers Co., Williamsport, Pa.  
1-650-0

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

### This Deed,

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY  
TRANSFER  
TAX  
JUL 18 1984  
PA 11312

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

190.00

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

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

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

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

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

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

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

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

UPON WHICH is erected a frame dwelling house.

100 335 PAGE 066

600 399 PAGE 719

BEING THE SAME premises which Harold B. Getkin and Madge B. Getkin, his wife, by their Deed dated April 23, 1959, recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Deed Book 194, page 198, granted and conveyed unto Samuel J. John and Maxine K. John, his wife. The said Samuel J. John died on October 31, 1981, thereby vesting sole title in his widow, Maxine K. John, by her right of survivorship.

BOOK 399 PAGE 720

BOOK 335 PAGE 067

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

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

Subscribed and sworn to in the presence of

*Michael P. McGowan*

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

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

CERTIFICATE OF RESIDENCE

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

100 Pine Street  
Catawissa, PA 17820

*Michael P. McGowan*

Attorney or Agent for Catawissa

Commonwealth of Pennsylvania

County of Columbia

ss.

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

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



4/21/86

*Edna P. Gregorowicz*

EDNA P. GREGOROWICZ, Notary Public  
Catawissa, Catawissa County, PA.  
My Commission Expires April 21, 1988

BOOK 335 PAGE 068

BOOK 395 PAGE 721

State of \_\_\_\_\_  
 County of \_\_\_\_\_ ss.  
 On this, the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me  
 the undersigned officer, personally appeared \_\_\_\_\_  
 known to me (or satisfactorily proven) to be the person whose name subscribed to the within  
 instrument, and acknowledged that executed the same for the purpose therein  
 contained.  
 IN WITNESS WHEREOF, I have hereunto set my hand and seal  
 My Commission Expires \_\_\_\_\_

Commonwealth of Pennsylvania  
 County of Columbia (9:57am) ss.

RECORDED in the Office for Recording of Deeds, etc., in and for said County,  
 in No. \_\_\_\_\_ Book No. 335, Page 66  
 WITNESS my hand and official seal this 18th day of July 19 84

*Renee J. Michael*  
 Recorder of Deeds  
*Renee M. Schmit*  
 Dep

# 244  
 REC'D BY RECORDER  
 COLUMBIA CO., PA.  
 TAX FEE 12.00  
 JUL 18 9 57 AM '84

Read

WARRANTY DEED  
 To \_\_\_\_\_  
 MAYNIE K. JOHN, widow  
 AND  
 JOHN L. KINGSTON and  
 CINDY E. WILLARD

Dated July 18, 1984  
 For \_\_\_\_\_  
 Consideration \$29,000.00  
 Recorded \_\_\_\_\_  
 Forward for Record to the Recorder's  
 Office of \_\_\_\_\_  
 County, Pa. \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 Fee, \$ \_\_\_\_\_  
 Recorder \_\_\_\_\_

LAW OFFICE OF  
 Kenneth Gronowicz  
 401 Market Street  
 Blomberg, PA 17813

# LIEN CERTIFICATE

DATE April 7, 1992

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1991,

In Catawissa Boro are as follows:

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

Former Owner: Not In System

Parcel No. 08-02-174

Description 100 Pine St. - .06 Acres

<u>YEAR</u>	<u>TOTAL</u>
1990	\$337.18
1991	\$294.30
TOTAL	\$631.48

The above figures represent the amount(s) due during the month of June 19 92

Requested by: Sheriff Harry A. Roadarmel, Jr.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long  
Dennis Long  
Director

*Shirley Sale*  
*5/21/92*



BY APPOINTMENT OF HER MAJESTY THE QUEEN  
 HER MAJESTY'S SECRETARY OF STATE FOR THE HOME DEPARTMENT  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF THE ENVIRONMENT  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF TRANSPORT  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF HEALTH  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF EDUCATION  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF AGRICULTURE  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF TRADE  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF THE TREASURY  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF THE ENVIRONMENT  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF TRANSPORT  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF HEALTH  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF EDUCATION  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF AGRICULTURE  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF TRADE  
 HER MAJESTY'S SECRETARY OF STATE FOR THE DEPARTMENT OF THE TREASURY

1991年12月  
1991年12月

71114700 2000000000  
(7111) 7000 00000000

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

WRIT OF EXECUTION-MORTGAGE FORECLOSURE

ON Monday April 6, 1992 At 12:15 P.M. , A TRUE AND ATTESTED COPY  
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN  
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

BY DEPUTY SHERIFF J. H. Dent

John L. Kingston

J. H. Dent

THIS 6th  
DAY OF April 1972

SECRET

PROFIL & CUL. OF GEN. COLONEL  
MY COMMANDER



HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 284-1221

TELETYPE  
(717) 284-6100

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

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

NO. 14 of 1992 E.D.

WRIT OF EXECUTION

SERVICE ON John L. Kingston

ON Monday April 6, 1992 At 12:15 P.M., A TRUE AND ATTESTED COPY  
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN  
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

John L. Kingston, At 100 Pine St., Catawissa, Pa. 17820

BY DEPUTY SHERIFF J.H. Dent

SERVICE WAS MADE BY HANDING THE SAID WRIT OF EXECUTION AND NOTICE OF SHERIFF'S  
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO

John L. Kingston

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME  
THIS 6th

DAY OF April 1992

Tami B. Kline / EMD

TAMI B. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

SHERIFF

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT  
vs. : COLUMBIA COUNTY BRANCH, PA  
: CIVIL ACTION  
JOHN L. KINGSTON AND :  
CINDY E. MILLARD, : Judgment Docket No. 1377-90  
DEFENDANTS. : Execution Docket No. 14-92

**NOTICE OF SHERIFF SALE OF REAL ESTATE**


TO: John L. Kingston  
Cindy E. Millard  
100 Pine Street  
Catawissa, PA 17820

Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that in accordance with the Pennsylvania Rules of Civil Procedure that by virtue of Writ of Execution No. 14 of 1992, issued out of the Court of Common Pleas of Columbia County directed to the Sheriff of Columbia County, there will be exposed to public sale, by venue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on MAY 21, 1992, at 10:00 A.M., of said day, all the right and title and interest of the Defendants in and to the premises described at "Exhibit A", which is attached hereto and made a part hereof.

Notice is given to all claimants and parties in interest that the Sheriff will on within 30 days, 1992, file a Schedule of Distribution in his Office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within Ten (10) days thereafter.

Seized and taken into execution at the suit of First Eastern Bank, N.A. against John L. Kingston and Cindy E. Millard and will be sold by Harry Roadarmel, Sheriff of Columbia County.

  
BAKER & ABNER  
6009 U.S. Route 11  
Bloomsburg, PA 17815  
(717) 387-0557

<b>FIRST EASTERN BANK, N.A.,</b>  <b>PLAINTIFF,</b>  <b>vs.</b>  <b>JOHN L. KINGSTON AND</b> <b>CINDY E. MILLARD,</b> <b>DEFENDANTS.</b>	<b>: IN THE COURT OF COMMON PLEAS</b> <b>: OF THE 26TH JUDICIAL DISTRICT</b> <b>: COLUMBIA COUNTY BRANCH, PA</b> <b>:</b> <b>: CIVIL ACTION</b> <b>:</b> <b>: Judgment Docket No. 1377-90</b> <b>: Execution Docket No. 14-92</b>
--	--

**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 prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing, (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

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

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

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

<b>FIRST EASTERN BANK, N.A.,</b>  <b>PLAINTIFF,</b>  <b>vs.</b>  <b>JOHN L. KINGSTON AND</b> <b>CINDY E. MILLARD,</b> <b>DEFENDANTS.</b>	: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT : COLUMBIA COUNTY BRANCH, PA : : CIVIL ACTION : : Judgment Docket No. <u>1377-90</u> : Execution Docket No. <u>14-92</u>
--	--

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

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

<b>AFFIDAVIT PURSUANT TO RULE 3129</b>
--

First Eastern Bank, N.A., Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 100 Pine Street, Catawissa, PA 17820:

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

<u>Name</u>	<u>Address</u>
John L. Kingston and	100 Pine Street
Cindy E. Millard	Catawissa, PA 17820

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

<u>Name</u>	<u>Address</u>
John L. Kingston and	100 Pine Street
Cindy E. Millard	Catawissa, PA 17820

3. The name and last known address of every judgment

Name

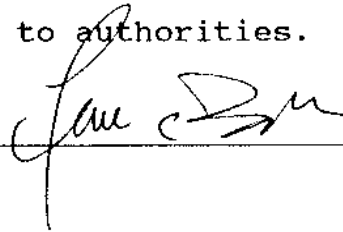
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated: 3/27, 1992.



Attention: This form is to be filled out by the returner, not the addressee. If space does not permit, write "Return Receipt Requested" on the mailpiece next to the article number.

2. ☐ Restricted Delivery 14  
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

2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

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

3. Signature (Addressee)

APR 07 1992  
8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)

APR 7 1992  
8. Addressee's Address (Only if requested and fee is paid)

3. Signature (Agent)

6. Signature (Agent)

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

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

6. Signature (Agent) *[Signature]*

5. Signature (Addressee) *[Signature]*

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 373 528 962

4b. Service Type  
☒ Registered  
☐ Insured  
☐ COD  
☐ Express Mail

7. Date of Delivery

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

2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

1. ☐ Addressed to:  
I also wish to receive the following services (for an extra fee):

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

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

6. Signature (Agent) *[Signature]*

5. Signature (Addressee) *[Signature]*

3. Article Addressed to:  
Beneficial Consumer Discount Co.  
P.O. Box 151  
38 South Main Street  
Shenandoah, Pa. 17976

4a. Article Number  
P 373 529 579

4b. Service Type  
☒ Registered  
☐ Insured  
☐ COD  
☐ Express Mail

7. Date of Delivery

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

2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

1. ☐ Addressed to:  
I also wish to receive the following services (for an extra fee):

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

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

6. Signature (Agent) *[Signature]*

5. Signature (Addressee) *[Signature]*

3. Article Addressed to:  
Buchner's Body Shop  
521 Merceron Street  
Catawissa, Pa. 17820

4a. Article Number  
P 373 529 578

4b. Service Type  
☒ Registered  
☐ Insured  
☐ COD  
☐ Express Mail

7. Date of Delivery

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

2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

1. ☐ Addressed to:  
I also wish to receive the following services (for an extra fee):

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

14  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

3. Article Addressed to:  
Catawissa Municipal Authority  
RD#2  
Catawissa, Pa. 17820

4a. Article Number  
P 373 528 965

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

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

7. Date of Delivery  
4-7-92

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

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

14  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

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

4a. Article Number  
P 373 528 961

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

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

7. Date of Delivery

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

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

SENDER:  
• Complete items 1 and 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.

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

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

4a. Article Number  
P 373 528 960

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

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

7. Date of Delivery

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

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

SENDER:  
• Complete items 1 and 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.

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

3. Article Addressed to:  
Mae Hollingshead  
214 North Street  
Catawissa, Pa. 17820

4a. Article Number  
P 373 528 964

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

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)

7. Date of Delivery  
4-7-92

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

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

SENDER:  
• Complete items 1 and 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.

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery 14  
Consult postmaster for fee.

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

4a. Article Number  
P 373 528 963

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

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

7. Date of Delivery

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

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

creditor whose judgment is a record lien on the real property to be sold:

<u>Name</u>	<u>Address</u>
Bucher's Body Shop	521 Merceron Street Catawissa, PA 17820

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

<u>Name</u>	<u>Address</u>
Beneficial Consumer Discount Company	P.O. Box 151 38 South Main Street Shenandoah, PA 17976

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

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

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

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

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:



FIRST EASTERN BANK, N.A.,

PLAINTIFF,

vs.

JOHN L. KINGSTON AND

CINDY E. MILLARD,

DEFENDANTS.

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

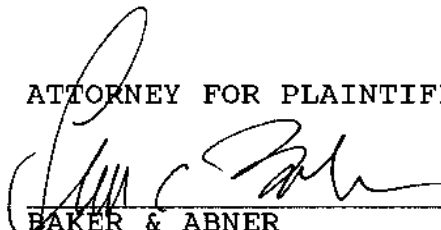
:  
: CIVIL ACTION  
:

:  
: Judgment Docket No. 1377-90  
: Execution Docket No. 14-92

**AFFIDAVIT OF NON-MILITARY SERVICE**

The undersigned does hereby verify that the Defendants above named are not in military service at present and were not in military service at the time the above captioned action was commenced. The undersigned understands that false statements herein are made subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsifications to authorities.

ATTORNEY FOR PLAINTIFF:



BAKER & ABNER  
6009 U.S. Route 11  
Bloomsburg, PA 17815  
(717) 387-0557

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PA  
 :  
vs. : CIVIL ACTION  
 :  
JOHN L. KINGSTON AND :  
CINDY E. MILLARD, : Judgment Docket No. 1377-80  
DEFENDANTS. : Execution Docket No. 14-92

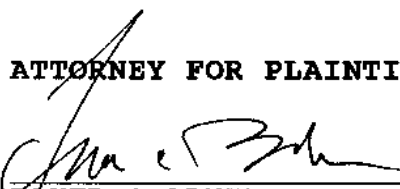
**AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS AND TENANT(S)**

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

a. Defendants: John L. Kingston  
Cindy E. Millard  
100 Pine Street  
Catawissa, PA 17820

b. Tenant(s):

**ATTORNEY FOR PLAINTIFF:**

  
BAKER & ABNER  
6009 U.S. Route 11  
Bloomsburg, PA 17815  
(717) 387-0557

feb-king.civ

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PA  
:   
VS. : CIVIL ACTION  
:   
JOHN L. KINGSTON AND :   
CINDY E. MILLARD, : Judgment Docket No. 1377-90  
DEFENDANTS. : Execution Docket No. 14-92

TO: HARRY ROADARMEL, Sheriff

Seize, levy, advertise and sell all real property of the defendant on the premises located at

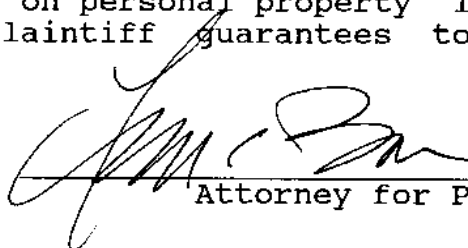
100 Pine Street, Catawissa, PA 17820.

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

Make	Model	Motor #	Serial #	License #
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

which vehicle may be located at \_\_\_\_\_

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

  
Attorney for Plaintiff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 281-1991

24 HOUR PHONE  
(717) 281-6100

Date: April 6, 1992

To: John L. Kingston  
100 Pine St.,  
Catawissa, Pa. 17820

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 ED No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1221

24 HOUR PHONE  
(717) 781-6300

Date: April 6, 1992

To: Cindy E. Millard  
100 Pine St.,  
Catawissa, Pa. 17820

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 ID No: 1377 of 1990 .m

Dear Sir:

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

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

TELEPHONE  
(717) 781-1991

24 HOUR PHONE  
(717) 781-6100

Date: April 6, 1992

To: Catawissa Municipal Authority  
RD#2  
Catawissa, Pa. 17820

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 ID No: 1377 of 1990 JD

Dear Sir:

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

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

Note: Please send the Sheriff's Office any and all un-paid bills prior to the Sheriff's Sale.

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) 701-6100

PHONE  
(717) 701-1991

Date: April 6, 1992

To: Bucher's Body Shop  
521 Mercer Street  
Catawissa, Pa. 17820

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 FD No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: April 6, 1992

To: Beneficial Consumer Discount Co.  
P.O. Box 151  
38 South Main Street  
Shenandoah, Pa. 17976

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 ED No: 1377 of 1990 JD

Dear Sir:

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

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

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

24 HOUR PHONE  
(717) 781-6100

PHONE  
(717) 781-1991

Date: April 6, 1992

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

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

No: 14 of 1992 FD No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1391

24 HOUR PHONE  
(717) 784-6100

Date: April 6, 1992

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

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

No: 14 of 1992 ED No: 1377 of 1990 JM

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  
BOONSBURG, PA 17015

PHONE  
(717) 281-1991

TELETYPE PHONE  
(717) 281-6100

Date: April 6, 1992

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

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 FD No: 1377 of 1990 JD

Dear Sir:

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

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

Note: Also enclosed is a copy of the Writ of Execution and list of recorded persons of interest.

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 RECORD  
(717) 784-6100

Date: April 6, 1992

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

Re: First Eastern Bank, N.A. vs. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 LD No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 284-1991

24 HOUR PHONE  
(717) 284-6100

Date: April 6, 1992

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

Re: First Eastern Bank, N.A. VS. John L. Kingston and Cindy E. Millard  
No: 14 of 1992 ID No: 1377 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: April 6, 1992

Re: Sheriff's Sale Advertising Dates

First Eastern Bank, N.A. vs. John L. Kingston & Cindy E. Millard  
No. 14 of 1992 ED No. 1377 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week April 30, 1992  
2nd week May 7, 1992  
3rd week May 14, 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

TELEPHONE 838-2222  
(717) 781-6300

040001  
(717) 781-1991

Date: April 6, 1992

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

Re: First Eastern Bank, N.A. VS. John L. Kingston & Cindy E. Millard  
No: 14 of 1992 FD No: 1377 of 1990 AD

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,

Note: Please send the Sheriff's Office a copy of all un paid taxes.

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County



FRANK C. BAKER  
ATTORNEY AT LAW  
CLIENTS ESCROW ACCOUNT  
6009 U.S. ROUTE 11  
BLOOMSBURG, PA 17815

EXPLANATION
Be at 10:00 AM
10/10/10
10/10/10
10/10/10

01 60 56  
313

436

PAY *Be at 10:00 AM 10/10/10*

DOLLARS

DATE	TO THE ORDER OF
10/10/10	Columbia County Sheriff

CHECK AMOUNT
750

FIRST EASTERN BANK, N.A.

⑈000436⑈ ⑆031300562⑆ ⑆0134⑈996⑈8⑈



FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PA  
 :  
vs. : CIVIL ACTION  
 :  
JOHN L. KINGSTON AND : Original Docket No. 1377-1990  
CINDY E. MILLARD, : Judgment Docket No.  
DEFENDANTS. : Execution Docket No. 14792

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County:

To satisfy the judgment, interest and costs against  
JOHN L. KINGSTON and CINDY E. MILLARD, Defendants

- (1) you are directed to levy upon the property of the defendants and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)
- (2) you are also directed to attach the property of the defendant not levied upon in the possession of  
\_\_\_\_\_ as Garnishee(s)  
(specifically describe property)

and to notify the garnishee(s) that

- (a) an attachment has been issued;
- (b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
- (3) If property of the defendant not levied upon and

feb-king.civ

subject to attachment is found in the possession of anyone other than the named garnishee(s). you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Debt	\$ 14,721.52
Interest	\$ _____
Costs	\$ _____
Attorney's Commission	\$ _____
TOTAL:	\$ _____

Interest from July 1, 1990 @ \$5.114/day.

Plus costs as per endorsement hereon.

Dated: 13 March 1992.

(SEAL)

TAMI B. KLINE.

Prothonotary, Clerk of Common  
Pleas of Columbia County,  
Pennsylvania



Barbara N. Silvetti, Chief Deputy.

**COSTS**

**Prothonotary:**

Complaint	\$ 50.50 Pd. 11-29-90
Judgment	\$ 9.00 Pd. 02-26-91
Writ of Execution	\$ 15.00 Pd. 03-13-92
Satisfaction	\$ 5.00

**Attorney for Plaintiff:**

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY MAY 21, 1992

10:00 A.M.

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

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

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

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

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

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

UPON WHICH is erected a framedwelling house.

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

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

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

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

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

HARRY A. ROADARMEL, Jr.  
Sheriff of Columbia County

Frank C. Baker, Attorney  
for Plaintiff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 14 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

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

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

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

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

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

HARRY A. ROADARMEL, Jr.  
Sheriff of Columbia County

Frank C. Baker, Attorney  
for Plaintiff