

LEAVENS & ROBERTS
Attorneys at Law

ANDREW A. LEAVENS
RICHARD J. ROBERTS, JR.

29 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17872-0518
(717) 648-5727
FAX (717) 648-2971

June 11, 1992

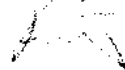
Deputy James Dent
Sherriff's Office
Columbia County Courthouse
Bloomsburg, PA 17815

Re: **Guaranty Bank, N.A. (formerly Community National Bank)**
v. Orlando R. Mirarchi, Jr.
No. 110 of 1992
E.D. No. 4 of 1992

Dear Jim:

Enclosed for filing please find a Notice of Abandonment of
Levy in connection with the referenced action.

Yours very truly,



Richard J. Roberts, Jr.

RJR:pag
Enclosure

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly	:	NO. 110 of 1992
COMMUNITY NATIONAL BANK),	:	
Plaintiff	:	NO. E.D. 4 of 1992
	:	
v.	:	
	:	
ORLANDO R. MIRARCHI, JR.,	:	
Defendant	:	

NOTICE OF ABANDONMENT OF LEVY

AND NOW, this 9th day of June, 1992, the Plaintiff in
the captioned action abandons the Writ of Execution issued
therein.

LEAVENS & ROBERTS

By: 

Richard J. Roberts, Jr., Esquire
I.D. #21454
29 East Independence Street
Post Office Box 518
Shamokin, PA 17872
(717) 648-5727
Attorneys for Plaintiff

LIEN CERTIFICATE

DATE 1/29/92

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 Bloomsburg, Town are as follows:

Owner or Reputed Owner: Mirarchi, Orlando P. Jr.
 Former Owner: Pandora Enterprises Inc.
 Parcel No. 05W-07-64
 Description 648-650 W. 2nd St.

YEAR	TOTAL
1991	\$ 1094.50
1990	1160.71
TOTAL	\$2,255.30

The above figures represent the amount(s) due during the month of March/April 1992

Requested by: Harry A. Roadarmel, Jr., Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
 Dennis Long
 Director

Stamp
3/19/92
Sale.

SHERIFF'S SALE - COSTS SHEET

GUARANTY BANK, N. A. (formerly Community National Bank)

vs. Orlando R. Mirarchi, Jr.

NO. 4 of 1992 E.D. NO. 110 of 1992 J.D. DATE OF SALE March 19, 1992

DOCKET & LEVY	\$ 14.00
SERVICE	133.00
MAILING	25.84
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	7.50
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER COPIES 25 MARCH	75.00

10:00 A.M.

TOTAL \$ 294.34

PRESS-ENTERPRISE, INC.	\$ 223.76
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL \$ 243.76

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	
	OTHER	

TOTAL \$

RECORDER OF DEEDS:	COPYWORK	\$ 27.00
	DEED	
	OTHER	

TOTAL \$ 27.00

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

TOTAL \$

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

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 40.00

MISCELLANEOUS: TAX CLAIM \$ 5.00

TOTAL \$

TOTAL COSTS \$ 646.10

Paid to 36.00

Total \$676.10

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

24 HOUR PHONE
(717) 784-6300

PHONE
(717) 784-1991

June 10, 1992

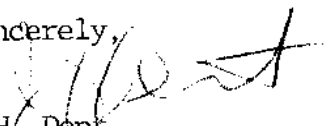
Mr. Richard J. Roberts, Jr. Esquire
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

Dear Sir:

Enclosed is CK/#4306 in the amount of \$73.80, which represents a refund from the advanced cost for the Sheriff's Sale No. 4 of 1992 on Orlando R. Mirarchi, Jr. Also enclosed is a copy of the Sheriff's cost sheet.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

June 10, 1992

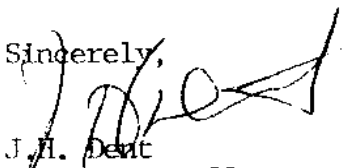
Mr. Michael Ireys, Esquire
38 W. 3rd St.,
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#4302 in the amount of \$50.00, which represents payment for another job well done by one of the Bars best and finest, Sheriff's Sale No. 4 of 1992 on Orlando R. Mirarchi, Jr.

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

June 10, 1992

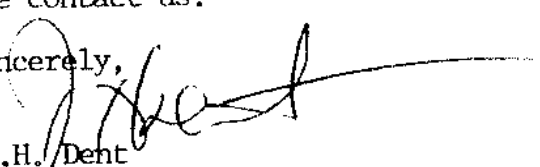
Press Enterprise
P.O. Box 745
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#4301 in the amount of \$223.76, which represents payment for the advertising of the Sheriff's Sale No. 4 of 1992 on Orlando R. Mirarchi, Jr. The advertising was February 27, 1992 and March 5 and 12th of 1992.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THU CONTINUED 1992

JUNE 11, 1992

10:00 A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Guaranty Bank, N.A. (formerly Community National Bank) against Orlando R. Mirarchi, Jr.

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

Mr. Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THU CONTINUED 1992
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Attorneys for Plaintiff

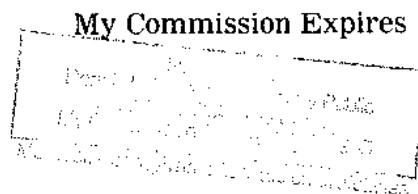
STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

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 on February 27, March 5, 12, 19 . 92 . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Larraine Kreischer

Sworn and subscribed to before me this . . . 12th . day of . MARCH . 19 . 92

R. R. G. G.
(Notary Public)



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. 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

January 28, 1992

Date: January 28, 1992

To: Mary F. Ward
Bloomsburg Tax Collector
Town Hall
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 JD

Dear Sir:

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

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

Please send the Sheriff's Office any and all unpaid tax's so this office can possibly collect them.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

**Internal Revenue Service
District Director**

Department of the Treasury
P.O. Box 12051
600 Arch St., Philadelphia, PA 19106

Date: February 14, 1992

Guaranty Bank Vs.
Orlando R. Mirarchi Jr.

In re:

Person to Contact: Philip Marcella

Contact Telephone Number: (215) 597-4525

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

We are returning your notice of nonjudicial sale because it is inadequate. This letter is a NOTICE OF INADEQUACY, which we are required to send to you. We have shown the information needed in the boxes checked below.

- ☐ The name and address of the person submitting the notice of sale.
- ☒ A copy of each Federal tax lien affecting the property to be sold, or
 - a. The location of the IRS District office that issued the lien,
 - b. The name and address of the taxpayer, and
 - c. The date and place the lien was filed.
- ☐ A detailed description of the property to be sold including the location of the property (if real property, include the street address, city, State, the legal description contained in the title or deed to the property and, if available, a copy of the abstract of title).
- ☐ The date, place, time, and terms of the proposed sale.
- ☐ The approximate amount of the principal obligation, including interest due the person selling the property and a description of other expenses that may be charged against the sale proceeds.
- ☐ Notice of sale not given 25 days before the sale.

Please resubmit your notice with the copy of this letter attached within sufficient time so that we receive it at least 25 days before the sale. An envelope is enclosed for your convenience.

In case we find it necessary to contact you for further information, when you respond please include your telephone number and area code where we can reach you between 8 a.m. and 4:30 p.m.

(over)

Notice of Nonjudicial Sale of Property and Application for Consent to Sale

Section 7425(c) of the Internal Revenue Code states that before property described in section 7425(b) is sold, a notice of nonjudicial sale shall be submitted to, or consent

to sell the property free of the United States liens or title shall be obtained from, the District Director for the district in which the sale is to occur.

Notice of Sale

A notice of sale will be adequate if it contains the following information:

- (1) The name and address of the person submitting the notice.
- (2) A copy of each notice of Federal Tax Lien, Form 668, affecting the property to be sold, or, as shown on each such notice:
 - (a) The internal revenue district named.
 - (b) The name and address of the taxpayer, and
 - (c) The date and place the notice of lien was filed.
- (3) A detailed description, including location, of the property affected by the notice. (For real property, give the street address, city and State, the legal description contained in the title or deed to the property; and, if available, a copy of the abstract of title.)
- (4) If applicable, the reasons the property is liable to become greatly reduced in value if kept a minimum of 25 days, or reasons it cannot be kept for that period of time without great expense.

(5) The date, time, place, and terms of the sale of the property.

(6) The approximate amount of the principal obligation, including interest, due the person selling the property, and a description of any expenses (such as legal expenses, selling costs, etc.) that will be chargeable against the sale proceeds.

Only an original of a notice of sale is required. If a duplicate and a written request for acknowledgment are submitted with the original, the office of the District Director will indicate the date and time received on the duplicate, and return it to the sender.

When and How To Submit a Notice of Sale

A notice of sale shall be given, in writing, by registered or certified mail or by personal service, not less than 25 days before the sale. (The 25-day period does not apply to sales reflected in item 4, above; in which case, the proceeds, exclusive of costs, shall be held as a fund subject to United States liens and claims on the property sold for not less than 30 days after the date of the sale.)

Consent to Sale

Regardless of the foregoing instructions as to the adequacy and timeliness of a notice of sale, a nonjudicial sale of property shall divest the property of the United States liens or title if the District Director for the district in which the sale is to occur consents to the sale of the property free of the liens. Consent may be given when adequate protection is assured the liens or title. Protection is adequate if:

- (1) The taxpayer has no equity in the property, or
- (2) The taxpayer's interest in the property is assigned to the District Director, or
- (3) The proceeds in excess of prior encumbrances are assigned to the District Director, or
- (4) The sale divests the taxpayer of all rights, title, and interest in the property, and the proceeds are to be held as a fund subject to United States liens and claims in the same manner and priority as the liens and claims were held on the discharged property, or

(5) There are other circumstances acceptable to the District Director.

The right of the United States to redeem the property remains, even though a consent to the sale is given.

Application for Consent

Any person desiring the District Director's consent to sell property free and clear of a Federal tax lien or a title derived from the enforcement of that lien must submit an application in triplicate. The application must contain:

- (1) The same information that is required for a notice of sale,
- (2) The reasons the consent is desired,
- (3) A statement showing that adequate protection is given to the United States lien or title, and
- (4) A declaration that the information supplied in the application is made under penalties of perjury.

Address
notice or ➤
application

to: District Director of Internal Revenue
(Address to district in which the sale
is to occur)
Attention of Chief, Special Procedures Staff

Internal Revenue Service
Special Procedures Branch
P. O. Box 12061
Philadelphia, PA 19136

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 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 notice of all person with a recorded interest within the property subject to being sold

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly	:	NO. 110 - 1892
COMMUNITY NATIONAL BANK),	:	
Plaintiff	:	NO. EX- 4-1992
	:	
	:	
V.	:	
	:	
ORLANDO R. MIRARCHI, JR.,	:	
Defendant	:	

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty 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 648 West Main Street, Bloomsburg, Columbia County, Pennsylvania, which real property is described on Exhibit "A" attached hereto and made a part hereof:

1. Name and address of Owners or Reputed Owners:

<u>Name:</u> Orlando J. Mirarchi, Jr.	<u>Address:</u> 601 Spruce Street Kulpmont, PA 17834
--	--

2. Name and address of Defendant in the judgment:

<u>Name:</u> Orlando R. Mirarchi, Jr.	<u>Address:</u> 601 Spruce Street Kulpmont, PA 17834
--	--

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

None

4. Name and address of the last recorded holder of

every mortgage of record:

Name:

Guaranty Bank, N.A.

Address:

10 South Market Street
Shamokin, PA 17872

Pandora Enterprises, Inc.

925 E. Seventh Street
Bloomsburg, PA 17815

David L. Hadden

814 Southgate Drive
State College, PA 16801

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

None

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

Name:

Columbia County
Tax Claim Bureau

Address:

Courthouse
Bloomsburg, PA 17815

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. Section 4904 relating to unsworn falsification to authorities.

GUARANTY BANK, N.A.

By: 

President

Date: January 9, 1991

ALL THAT CERTAIN piece, parcel or lot or land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 781-1991

TELETYPE
(717) 781-6000

Mr. Richard J. Roberts, Esquire
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

VS. 4 of 1992 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Thursday February 13, 1992 POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Orlando R. Mirarchi, Jr.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent.

Note: A copy of the Sale bill was also SO ANSWERS:
posted within the Sheriff's Office and
Lobby of the Court House. Dep. Dent
posted a copy of the Sale bill
on the three doors of the
occupied apartments.

J.H. Dent
J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS

13th

DAY OF

February

1992

Norothy Long Deputy
NAMI B. KEINE, PROTHONOTARY OF
COLUMBIA COUNTY



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

February 4, 1992

FRNESI D. PREATE, Jr.
ATTORNEY GENERAL

Reply To:

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

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

In re: Guaranty Bank vs. Orlando R. Mirarchi, Jr.
No. 110 of 1992

Dear Sheriff Roadarmel:

The records of the Financial Enforcement Section, Office of Attorney General reveal no claims against Orlando R. Mirarchi, Jr.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Thomas C. Zerbe, Jr.", with a long horizontal flourish extending to the right.

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

TCZ/pym

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

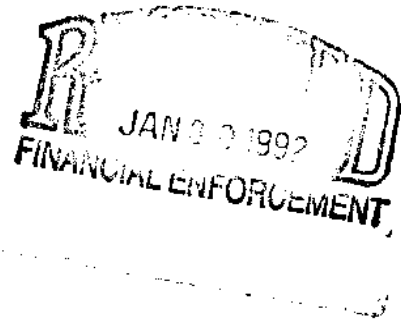
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 28, 1992

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



Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 JD

Dear Sir:

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MARCH 19, 1992
10:00 A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Guaranty Bank, N.A. (formerly Community National Bank) against Orlando R. Mirarchi, Jr.

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

Mr. Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MARCH 19, 1992
10:00 A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

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

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

Mr. Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

MORTGAGE

THIS MORTGAGE is made this 25th day of April, 1986
between the Mortgagor ORLANDO R. MIRARCHI, JR., single (herein

"Borrower"), and the Mortgagee, COMMUNITY NATIONAL BANK

a Corporation organized and existing under the laws of Pennsylvania, whose address is: 10 South Market
Street, Shamokin, Pennsylvania 17872 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand Five Hundred Dollars,
which indebtedness is evidenced by Borrower's note dated April 25, 1986 (herein "Note"), providing for
monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
April 25, 2001.

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 piece, parcel or lot of land situate in the Town of Bloomsburg,
County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to
wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said
iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed
to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee
Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a
distance of 2.20 feet to a point on the northern edge of a three car garage; thence south
23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block
building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point;
thence north 23 degrees 12 minutes west through the center partition of a two car garage
and continuing through the center of a common driveway, a distance of 121.92 feet to an
iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08
feet to the point of beginning. TOGETHER with all buildings thereon erected.

UNDER AND SUBJECT to a certain agreement regarding right-of-way parking privileges
between Magee Carpet Company, Inc., Carter P. Reese and Judith H. Reese, his wife, and
Pandora Enterprises, Incorporated, dated July 13, 1978, and recorded in the Office of the
Recorder of Deeds of Columbia County in Columbia County Misc. Book 60, page 179.

~~BEING THE SAME~~ premises which Pandora Enterprises, Incorporated, by its deed dated
April 25, 1986, and intended to be recorded contemporaneously herewith in the
Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and
conveyed unto Orlando R. Mirarchi, Jr., Borrower herein.

which has the address of 648 West Main Street, Bloomsburg, Columbia County
(Street) (City)
Pennsylvania 17815 (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 the 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, 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; Caption.** 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 provision 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. BOOL 366 PAGE 696

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.

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 25th day of April, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

Community National Bank, 10 South Market Street, Shamokin, Pennsylvania 17872
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 648 West Main Street, Bloomsburg, Columbia County, Pennsylvania 17815
Property Address

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 9.5%. The Note interest rate may be increased or decreased on the 25th day of the month beginning on April 25, 1987, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[Check one box to indicate Index.]

(1) ☒ "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☐

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) ☐ There is no maximum limit on changes in the interest rate at any Change Date.

(2) ☒ The interest rate cannot be changed by more than 1.0 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

.....
Orlando R. Mirarchi, Jr. (Seal)
—Borrower

..... (Seal)
—Borrower

BOOK 366 PAGE 697

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.
NEW JERSEY AND PENNSYLVANIA — GBI — FILM/NO INSTRUMENT

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:

Richard Roberts

Orlando R. Mirarchi, Jr.

Orlando R. Mirarchi, Jr. - Borrower

-Borrower

COMMONWEALTH OF PENNSYLVANIA, Northumberland County ss:

On this, the 25th day of April, 19 86, before me,
a Notary Public, the undersigned officer, personally appeared
Orlando R. Mirarchi, Jr., single known to me (or satisfactorily proven)
to be the person whose name is subscribed to the within instrument and acknowledged that
he executed the same for the purposes herein contained.

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

My Commission expires:



Lisa A. Miller

Notary Public
Title of Officer

10 South Market Street
Shamokin, Pennsylvania 17872

I hereby certify that the precise residence of the within Mortgagee is

LEAVENS & ROBERTS

Attorneys at Law

29 EAST INDEPENDENCE STREET

POST OFFICE BOX 514

SHAMOKIN, PENNSYLVANIA 17872-0514

Richard Roberts
(Signature)

(Space Below This Line Reserved For Lender and Recorder)

Rec. in Columbia Co.
Rec. Bk 366 pg 694
May 19, 1986 3:13pm

Beverly J. Michael
M. M. Schmitz, Jr.

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX 20 FEE 15.00

MAY 19 3 13 PM '86

quick

This Indenture,

Made the 17th day of May in the year of our Lord one thousand nine hundred and eighty-six (1986).

Bellevue ORLANDO R. MIRARCHI, JR. of Kulpmont, Northumberland
County, Pennsylvania, MORTGAGOR,

- A N D -

PANDORA ENTERPRISES, INCORPORATED, a Pennsylvania corporation
with its principal office in the Town of Bloomsburg, Columbia
County, Pennsylvania, MORTGAGEE.

[illegible]

Moreover, the said ORLANDO R. MIRARCHI, JR.

The Mortgagor, in and by his certain obligation, under his hand and seal, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of TWENTY-FOUR THOUSAND TWO HUNDRED DOLLARS lawful money of the United States of America; conditioned that the said Mortgagor, Heirs, Executors and Administrators shall and do well and truly pay, or cause to be paid unto the said Mortgagee, its certain Attorneys, Successors or Assigns, the sum of TWELVE THOUSAND ONE HUNDRED (\$12,100.00) DOLLARS, payable within six (6) years from the date hereof together with interest thereon at the rate of nine (9%) percent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least ONE HUNDRED FIFTY-THREE DOLLARS and TWENTY-NINE CENTS (\$153.29) per month. First payment to be made on the 15th day of June, 1986 and thereafter on the 15th day of each month.

A late charge of 5% of any monthly installment which is 15 days late shall be paid to Mortgagee.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also at all times, pay all taxes and keep the buildings erected upon the land herein described insured for the benefit of the Mortgagee in some good and reliable Stock Insurance Company or Companies, to the amount of at least Twelve Thousand One Hundred Dollars, and take no insurance out on said buildings not marked for the benefit of the Mortgagee.

And The Further Condition of this Obligation is such, that if at any time default shall be made in the payment of principal or interest as aforesaid, for the space of thirty days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagor, his

Heirs, Executors, Administrators or Assigns, the said principal sum shall, at the option, of the said Mortgagee, its Successors or Assigns, become due, and payment of the same, with the interest, taxes and costs of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per centum on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now This Indenture Witnesseth, that the said Mortgagor, as well for and in consideration of the aforesaid debt or sum of Twelve Thousand One Hundred Dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said Mortgagee, its Successors or Assigns, in the discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar, lawful money, aforesaid, unto the said Mortgagor, in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, release and confirm unto the said Mortgagee, its Successors and Assigns,

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

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to said Reese, south 23 degrees 0 minutes east a distance of 117.07 feet to a point; thence north 67 degrees 0 minutes east, a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east, a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east, a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west, through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west, a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

Together with all and singular buildings hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof,

To Have and to Hold the said buildings hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances, unto the said Mortgagee, its Successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and assigns forever

And the said Mortgagor, for himself, his Heirs and Assigns, does hereby covenant, promise and agree to and with the said Mortgagee, its Successors and Assigns, that if the said Mortgagor, his Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be lawful for the said Mortgagee, its Successors or Assigns, to insure the said buildings in the sum aforesaid and pay said taxes and shall recover the costs and expenses of such insurance and taxes in a suit upon this Mortgage.

Provided Always, nevertheless, that if the said Mortgagor, his Heirs, Executors, Administrators or Assigns do and shall pay, or cause to be paid, unto the said Mortgagee its Successors or Assigns, the said principal sum of Twelve Thousand One Hundred Dollars, lawful money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee, its Successors or Assigns, when and as soon as the said principal sum shall in any event, become due and payable, as aforesaid, to file a complaint and action of mortgage foreclosure hereon and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance and taxes as aforesaid, together with an Attorney's commission of ten per centum on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Paul R. Merrill Jr.

Seal

Seal

Seal

Seal

Seal

260

RECORDED BY RECORDER
COLUMBIA CO. PA.

TAX 50 FEE 12.00

MAY 13 3 21 PM '86

quick

Mortgage

To: A Corporation

From

ORLANDO R. MIRARCHI

To

PANDORA ENTERPRISES

INCORPORATED

Dated
Upon
To secure
Payable

Entered for record in the Recorder's
Office of
County
day of
A. D. 19

Tax \$ Fee \$

Recorder

LEAVENS & ROBERTS

Mortgages at Law

39 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17871-0518

Form No. 107 Legal Blank Primary, Lancaster, Pa

Commonwealth of Pennsylvania
County of COLUMBIA

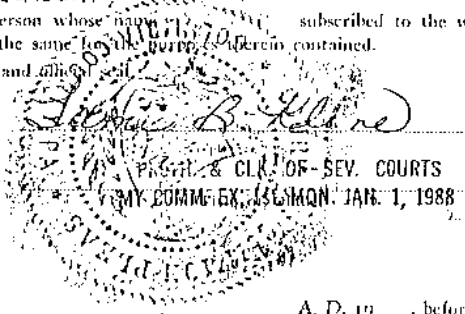
ss.

On this, the 19th day of May

A. D. 1986, before me
the undersigned Officer,

personally appeared Orlando R. Mirarchi, Jr.
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.



State of
County of

ss.

On this, the day of

A. D. 19 , before me

appeared the undersigned Officer, personally
known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument, and acknowledged that
he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Herby Certify, that the precise residence of the Mortgagee and person entitled to interest on this
Mortgage 925 E. Seventh St., Bloomsburg, PA 17815

Attorney for

Commonwealth of Pennsylvania
County of Columbia

ss.

3:21pm

Recorded on this 19th day of May

A. D. 1986, in the

Recorder's Office of said County, in ~~MISSISSIPPI~~ Book Rec Volume 366, Page 699

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

Beverly J. Michael

Recorder

Wm. Schmitt
Rec

BOOK 366 PAGE 702

Mortgage

THIS INDENTURE, MADE the 24th day of October in the year nineteen hundred and ninety (1990)

BETWEEN ORLANDO R. MIRARCHI, JR., of 601 Spruce Street, Kulpmont, Pennsylvania, and ORLANDO DEVELOPMENT CORPORATION, a Pennsylvania corporation, with its principal office situate at 601 Spruce Street, Kulpmont, Pennsylvania, parties of the first part,
Mortgagors,

and DAVID L. HADDEN, of 814 Southgate Drive, State College, Pennsylvania, party of the second part,

Mortgagee :

WHEREAS, the said

Mortgagors, in and by their certain Obligation or Writing Obligatory, under their hands and seals, duly executed, bearing even date herewith stand bound unto the said Mortgagee in the sum of Thirty Thousand and 00/100 (\$30,000.00)-----Dollars-----lawful money of the United States of America; conditioned that the said Mortgagors, their successors, heirs, executors or administrators, shall and do well and truly pay, or cause to be paid, unto the said Mortgagee, his certain attorneys, executors, administrators or assigns, the sum of Thirty Thousand and 00/100-----(\$30,000.00)-----Dollars,

payable at ten (10%) percent interest per annum, for a period of two (2) years, in twenty-three (23) monthly payments of interest only and a final payment of the remaining unpaid interest plus the entire principal of Thirty Thousand and 00/100 (\$30,000.00) Dollars, beginning on the 1st day of November, 1990, the said last payment to be due on the 1st day of October, 1992, with a five (5%) percent monthly payment penalty for any payment fifteen (15) calendar days late.

Additional terms of this Mortgage are set forth following the property description.

AND ALSO, from time to time, and at all times, until payment of said principal sum be made as aforesaid, keep the buildings, erected and to be erected upon the land herein described, insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies to the amount of at least Thirty Thousand and 00/100 (\$30,000.00)-----

-----Dollars, and take no insurance out on said buildings, not marked for the benefit of the Mortgagee; the further condition of the said Obligation is such, that if at any time default shall be made in the payment of

interest or insurance premium as aforesaid, for the space of thirty (30) days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagors, their successors, heirs, executors, administrators or assigns, then and in such case, the said principal sum shall at the option of the said Mortgagee, his heirs, executors, administrators or assigns, become due; and payment of the same, with the interest and costs of insurance due thereon, as aforesaid, together with an attorney's commission of five (5%) per cent, on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything therein contained to the contrary thereof in anywise notwithstanding, as in and by the said recited Obligation and the condition thereof (relation being thereunto had) may more fully and at large appear.

WITNESSETH that the said Mortgagors, as well for and in consideration of the said debt or sum of Thirty Thousand and 00/100 (\$30,000.00)-----

Dollars, and for the better securing the payment of the same with interest, as aforesaid, unto the said Mortgagee, his heirs, executors, administrators or assigns in the discharge of the said recited Obligation, as for and in consideration of the further sum of one dollar, lawful money, aforesaid, unto the said Mortgagors in hand well and truly paid by said Mortgagee, at or before sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released, and confirmed, and by these presents, do grant bargain and sell, release and confirm unto the said Mortgagee, his heirs and assigns

(See Attached Description)

ALL those five (5) certain messuages, tenements, tracts, or parcels of land, as situate and described below:

1. TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA.

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

BEGINNING at an iron pin located on the South side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, South 23 degrees 0 minutes East a distance of 117.07 feet to a point; thence North 67 degrees 0 minutes East a distance of 2.20 feet to a point on the northern edge of a three-car garage; thence South 23 degrees 0 minutes East a distance of 6.85 feet to the outside corner of a block building; thence North 67 degrees 0 minutes East a distance of 45.30 feet to a point; thence North 23 degrees 12 minutes West through the center partition of a two-car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, South 67 degrees West a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

BEING the same premises which Pandora Enterprises, Incorporated, by its deed dated April 25, 1986, and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 366, Page 690, granted and conveyed to Orlando R. Mirarchi, Jr., the Mortgagor herein.

These premises are UNDER AND SUBJECT to a certain agreement regarding right-of-way parking privileges between Magee Carpet Company, Inc., Carter P. Reese and Judith H. Reese, his wife, and Pandora Enterprises, Incorporated, dated July 13, 1978, and recorded in the Office of the Recorder of Deeds of Columbia County in Columbia County Miscellaneous Book 60, Page 179.

2. BOROUGH OF MARIETTA, LANCASTER COUNTY, PENNSYLVANIA.

ALL that certain lot or piece of ground situate and being in that part of the Borough of Marietta, County of Lancaster, Commonwealth of Pennsylvania, laid out by John Myers and numbered in a plan of that part by No. 38, on which is erected a two and one-half story frame dwelling and store room, known as Nos. 439 and 441 East Market Street, bounded and described as follows:

CONTAINING in front on Market Street (formerly Second Street) 40 feet, and extending in depth to Sugar Alley, 200 feet.

BOUNDED on the North by Market Street (formerly Second Street); on the East by Lot No. 37; on the South by Sugar Alley and on the West by a public alley.

IT BEING the same premises which Samuel R. Pierce, Jr., United States Secretary of Housing and Urban Development, by his deed dated July 12, 1985, and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania, in Record Book M, Volume 92, Page 23, granted and conveyed unto Orlando R. Mirarchi, Jr., the Mortgagor herein.

3. BOROUGH OF DANVILLE, MONTGOMERY COUNTY, PENNSYLVANIA.

ALL that certain messuage, tenement, and lot of land situate in the Fourth Ward of the Borough of Danville, Montgomery County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the Southwest corner of the intersection of the southern right of way line of Center Street and the western right of way line of Cherry Street; thence along the western right of way line of Cherry Street South 22 degrees 30 minutes East 25.00 feet; thence along the southern half of Lot 183 South 67 degrees West 124.00 feet to the eastern right of way line of a 16-foot alley; thence along the eastern right of way line of the alley North 22 degrees 30 minutes West 25.00 feet to the southern right of way line of Center Street; thence along the Southern right of way line of Center Street North 67 degrees East 124.00 feet to the point of beginning.

BEING the northern half of Lot 183 in York's Addition, containing 3,099 square feet, as more fully shown on a survey done by Peter J. Uhl, R.S., dated May 1988.

IT BEING THE SAME PREMISES which Isabel I. Concini, single woman, by her deed dated May 4, 1988, and recorded in Montour County Deed Book 142, Page 690, granted and conveyed unto Orlando R. Mirarchi, Jr., the Mortgagor herein.

4. CITY OF SHAMOKIN, NORTHUMBERLAND COUNTY, PENNSYLVANIA.

ALL the western half of all that certain lot or piece of ground, situate in the City of Shamokin, County of Northumberland, and Commonwealth of Pennsylvania, known, designated, and described on the general lithographed plot or plan of said City of Shamokin as lot numbered three (3) in block numbered one hundred eighty-six (186), bounded on the North by the western half of lot numbered two (2) in said block numbered one hundred eighty-six (186); on the East by the eastern half of said lot numbered three (3); on the South by the western half of lot numbered four (4) in said block numbered one hundred eighty-six (186), and on the West by Franklin Street, with all buildings thereon erected, being municipally designated 123 North Franklin Street, Shamokin.

BEING the same premises which Rose M. Fairweather, by deed dated June 12, 1985, and recorded in the office for the recording of deeds in and for the County of Northumberland in Deed Book 613, Page 541, granted and conveyed unto Orlando R. Mirarchi, Jr., the Mortgagor herein.

5. CITY OF SHAMOKIN, NORTHUMBERLAND COUNTY, PENNSYLVANIA.

ALL that certain lot and part lot or piece of ground situate, lying, and being in the City of Shamokin, County of Northumberland, and Commonwealth of Pennsylvania, known, numbered, and designated on the general plot or plan of said city as lot numbered six (6) and the northern seven (7) feet seven and one-fourth (7-1/4) inches of lot numbered seven (7) in block numbered fifty-two (52), bounded and described as follows:

BEGINNING at a point in the western line of Market Street, said point being also the eastern extremity of the division line between lots numbered five (5) and six (6) in said block; thence southwardly along the western line of Market Street, thirty-two (32) feet seven and one-fourth (7-1/4) inches to a point; thence westwardly at right angles to said Market Street, one hundred fifty (150) feet to a point in the eastern line of Coal Street; thence northwardly along the eastern line of Coal Street, thirty-two (32) feet seven and one-fourth (7-1/4) inches to a point; thence eastwardly along the division line between lots numbered five (5) and six (6) in said block, one hundred fifty (150) feet to the place of beginning. Whereon is erected a large four-story apartment building, being Nos. 28-32 North Market Street.

BEING THE SAME PREMISES which Beejay Realty, Inc. conveyed to Orlando Development Corporation by its deed dated May 29, 1987, and recorded in the Office of the Recorder of Deeds of Northumberland County in Deed Book 683, Page 839.

ADDITIONAL TERMS OF MORTGAGE BETWEEN
ORLANDO R. MIRARCHI, JR. AND ORLANDO
DEVELOPMENT CORPORATION (MORTGAGORS) AND
DAVID L. HADDEN (MORTGAGEE)

PROVIDED FURTHER, that this mortgage is not assignable without the written consent of both parties.

PROVIDED FURTHER, that the Mortgagor shall have the right to anticipate and pay any part or whole of the principal balance at any time without penalty.

PROVIDED FURTHER, that all parties acknowledge that Orlando Development Corporation signs this mortgage as Mortgagor only to encumber Tract No. 5 as described above.

Together with all and singular the buildings, fixtures, other improvements, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents issues and profits thereof;

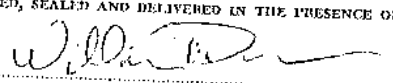
To HAVE AND TO HOLD the said hereditaments and premises granted, or mentioned and intended so to be with the appurtenances, unto the said Mortgagee, his heirs and assigns, to and for the only proper use and behoof of the said Mortgagee, his heirs and assigns, forever:

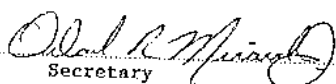
And the said Mortgagors, for their successors, heirs and assigns do hereby covenant, promise and agree to and with the said Mortgagee, his heirs, executors, administrators and assigns, that if the said Mortgagors, their successors, heirs or assigns, shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgagee, his heirs, executors, administrators or assigns, to insure the said buildings, fixtures, and other improvements in a sum sufficient to secure payment of the said principal debt, in case of fire, and shall recover the costs and expenses of such insurance in a suit upon this Mortgage.

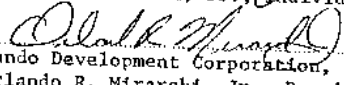
Provided always, nevertheless, that if the said Mortgagors, their successors, heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said Mortgagee, his heirs, executors, administrators or assigns, the said principal sum of Thirty Thousand and 00/100 (\$30,000.00) Dollars, lawful money, aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest and costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said above-recited Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And Provided, also, that it shall and may be lawful for the said Mortgagee, his heirs, executors, administrators or assigns, when and as soon as the said principal sum shall, in any event, become due and payable, as aforesaid, an Action of Mortgage foreclosure may be properly commenced upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance, as aforesaid, together with an attorney's commission of five (5%) per cent. on said principal sum, besides cost of suit, without stay of or exemption from execution or other process, with a full release of errors; any law, rule of court, or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said parties of the first part have to these presents set their hands and seals, the day and year first above written, in four original identical counterparts thereof, of which this is one.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

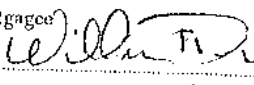

Orlando R. Mirarchi, Jr., Individually (SEAL)

Attest: 
Secretary


Orlando Development Corporation, by
Orlando R. Mirarchi, Jr., President (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee herein is as follows:
814 Southgate Drive
State College, PA 16801


Attorney or Agent for Mortgagee

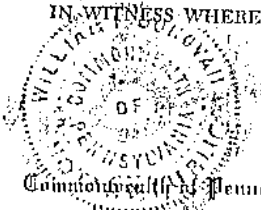
Commonwealth of Pennsylvania

County of Centre

ss.

On this, the 24th day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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



NOTARIAL SEAL
WILLIAM F. MIRARCHI, JR., Notary Public
My Commission Expires Sept. 8, 1992

Commonwealth of Pennsylvania

County of Centre

ss.

On this, the 24th day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged himself to be the President of Orlando Development Corporation, a Corporation, and that being authorized to do so as such corporate officer executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

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



NOTARIAL SEAL
WILLIAM F. MIRARCHI, JR., Notary Public
My Commission Expires Sept. 8, 1992

Mortgage

INDIVIDUAL - REVISED 1988

ORLANDO R. MIRARCHI, JR. and
ORLANDO DEVELOPMENT CORPORATION
parties of the first part,
Mortgagors,

TO

DAVID L. HADDEN, party of the
second part, Mortgagee.

Dated October 24, 1990.

Upon premises situated in Columbia,
Lancaster, Montour, and
Northumberland Counties,
Pennsylvania

To secure - \$ 30,000.00

Payable in two (2) years at

10% interest per annum

RECEIVED BY RECORDER
COLUMBIA CO. PA.
OCT 24 3 44 PM '90
m'ger

Commonwealth of Pennsylvania

County of COLUMBIA 3:44 p.m.

ss.

Recorded in the office for Recording of Deeds, &c., in and for said County, in
Book No. 461 Vol. , Page 418

Witness my hand and Official Seal this 24th day of October 1990.

Recorder of Deeds
Recorder of Mortgages

LEAVENS & ROBERTS
Attorneys at Law

ANDREW A. LEAVENS
RICHARD J. ROBERTS, JR.

29 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17877-0518

(717) 648-5727
FAX (717) 648-2971

January 31, 1992

Sheriff's Office
Columbia County Courthouse
Bloomsburg, PA 17815

Re: **Guaranty Bank, N.A. v. Orlando R. Mirarchi, Jr.**
No. 110 of 1992
No. E.D. 4 of 1992

Gentlemen:

Enclosed for filing please find an Affidavit of Return of Service by Mail in connection with the referenced matter.

Yours very truly,



Richard J. Roberts, Jr.

RJR:pag
Enclosure
#4423

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly : NO. 110 of 1992
COMMUNITY NATIONAL BANK), :
Plaintiff : NO. E.D. 4 of 1992
v. :
ORLANDO R. MIRARCHI, JR., :
Defendant :

AFFIDAVIT OF RETURN OF SERVICE BY MAIL

On January 31, 1992, I served true copies of the Notice of Sale Pursuant to Pa.R.C.P. 3129.2 upon the following by mailing, first class, postage prepaid, true copies thereof addressed as follows:

Pandora Enterprises, Inc.
925 East Seventh Street
Bloomsburg, PA 17815

David L. Hadden
814 Southgate Drive
State College, PA 16801

Columbia County Tax Claims Bureau
Courthouse
Bloomsburg, PA 17815

Attached hereto as Exhibit "A" are Form 3817 Certificates of Mailing therefor.

I make these statements pursuant to 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities and understand that false statements may subject me to criminal penalties under that statute.

Pauline Gredziński
Pauline Gredziński

mv
62.400

SHERIFF'S SALE

AU
3,200

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MARCH 19, 1992
10:00 A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Guaranty Bank, N.A. (formerly Community National Bank) against Orlando R. Mirarchi, Jr.

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

Mr. Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

LIEN CERTIFICATE

DATE 1/29/92

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 Bloomsburg, Town are as follows:

Owner or Reputed Owner: Mirarchi, Orlando P. Jr.

Former Owner: Pandora Enterprises Inc.

Parcel No. 05W-07-64

Description 648-650 W. 2nd St.

<u>YEAR</u>	<u>TOTAL</u>
1991	\$ 1004.50
1990	1160.71
TOTAL	\$2,255.30

The above figures represent the amount(s) due during the
month of March/April 1992

Requested by: Harry A. Roadarmel, Jr., Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Dennis Long
Director

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 384-1991

TELETYPE
(717) 384-6199

January 29, 1992

Mr. Richard J. Roberts, Esquire Jr.
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 4 of 1992 E.D.

WRIT OF EXECUTION - Mortgage Foreclosure

SERVICE ON Orlando R. Mirarchi

ON Tuesday January 28, 1992 At 2:05 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

Orlando R. Mirarchi, At Sheriff's Office, Bloomsburg, Pa.

BY DEPUTY SHERIFF J.H. Dent

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

Orlando R. Mirarchi

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 29

DAY OF January 19 92

Lane S. Kline

LANE S. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEI, JR.



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

PHONE
(717) 281-1701

TELETYPE PHONE
(717) 281-6300

January 29, 1992

Mr. Richard J. Roberts, Esquire Jr.
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 4 of 1992 E.D.

WRIT OF EXECUTION -Mortgage Foreclosure

SERVICE ON Randal Gumpy (Occupant Apt#4)

ON Wednesday January 29, 1992 AT 8:10 A.M., A TRUE AND ALLEGED COPY
OF THE WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE TRUE DESCRIPTION OF PROPERTY WAS SERVED ON
Randal Gumpy (Occupant Apt#4) AT 648 W. Main St., Bloomsburg, Pa.

BY DEPUTY SHERIFF J.H. Dent

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

Randal Gumpy (Occupant Apt#4)

SO ANSWERS:

J.H. Dent
J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 29
DAY OF January 19 92

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

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300

BLOOMSBURG, PA 17815

Phone
(717) 784-1974

Telex
(717) 784-6100

January 29, 1992

Mr. Richard J. Roberts, Esquire Jr.
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 4 of 1992 E.D.

WRIT OF EXECUTION-Mortgage Foreclosure

SERVICE ON William Simpson (Occupant Apartment No. 3)

ON Wednesday January 29, 1992 AT 8:00 A.M., A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

William Simpson, AT 648 W. Main St., Apt#3
Bloomsburg, Pa. BY DEPUTY SHERIFF J.H. Dent

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

William Simpson (Occupant: Apt#3)

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 29

DAY OF January 1992

Lami B. Kline

LAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17015

PHONE
(717) 784-1221

TELETYPE PHONE
(717) 784-6100

January 29, 1992

Mr. Richard J. Roberts, Esquire Jr.
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872-0518

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

NO. 4 of 1992 E.D.

WRIT OF EXECUTION - Mortgage
Foreclosure

SERVICE ON Mike Yannes (Occupant) Apartment No. 1

ON Wednesday January 29, 1992 AT 8:05 A.M., A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

Mike Yannes (Occupant Apt#1) , At 648 W. Main St., Bloomsburg, Pa.

BY DEPUTY SHERIFF J.H. Dent

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

Mike Yannes (Occupant Apt#1)

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 29

DAY OF January 1992

Lance B. Kline

LANCE B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly : NO.
COMMUNITY NATIONAL BANK), :
Plaintiff : NO. EX-
v. :
ORLANDO R. MIRARCHI, JR., :
Defendant :

NOTICE OF SALE OF REAL ESTATE
PURSUANT TO Pa.R.C.P. 3129.2

TO: Orlando R. Mirarchi, Jr.
601 Spruce Street
Kulpmont, PA 17834

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the 26th Judicial District, Columbia County Branch, Bloomsburg, Pennsylvania, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on MARCH 19, 1992, at 10:00 o'clock, A.M., local time, the real estate described in Exhibit "A" attached hereto and made a part hereof.

You are further notified that a schedule of proposed distribution of proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within thirty (30) days of the sale and that distribution of said proceeds will be made in accordance with said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

LEAVENS & ROBERTS

By: Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

that we can return this card to you.
• Attach this form to the front of the mailpiece, or on the back if space does not permit.
• Write "Return Receipt Requested" on the mailpiece next to the article number.
3. Article Addressed to:

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

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

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

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

Mary F. Ward
Bloomsburg Tax Collector
Town Hall
Bloomsburg, Pa. 17815

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

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

4a. Article Number
P 373 528 152

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

7. Date of Delivery
1-30-93

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

SENDER:
• Complete items 1 a 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.
3. Article Addressed to:
Orlando J. Mirarchi, Jr.
601 Spruce Street
Kulpmont, Pa. 17834

5. Signature (Addressee)
6. Signature (Agent)
8. Addressee's Address (Only if requested and fee is paid)
7. Date of Delivery
1-30
4b. Service Type
☒ Certified
☐ Registered
☐ Insured
☐ COD
☐ Express Mail
☐ Return Receipt for Merchandise
4a. Article Number
P 373 528 146

SENDER:
• Complete items 1 a 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.
3. Article Addressed to:
Office of F.A.I.R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

5. Signature (Addressee)
6. Signature (Agent)
8. Addressee's Address (Only if requested and fee is paid)
7. Date of Delivery
JAN 30 1992
4b. Service Type
☒ Certified
☐ Registered
☐ Insured
☐ COD
☐ Express Mail
☐ Return Receipt for Merchandise
4a. Article Number
P 373 528 153

SENDER:
• Complete items 1 a 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.
3. Article Addressed to:
IRS
F.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures Section
FEB 28 1993
RECEIVED MAIL ROOM

5. Signature (Addressee)
6. Signature (Agent)
8. Addressee's Address (Only if requested and fee is paid)
7. Date of Delivery
26
4b. Service Type
☒ Certified
☐ Registered
☐ Insured
☐ COD
☐ Express Mail
☐ Return Receipt for Merchandise
4a. Article Number
P 373 529 571

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
DOMESTIC RETURN RECEIPT

1. Addressee's Name
2. Restricted Delivery
3. Consult postmaster for fee.

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

PS Form 3811, October 1990 #U.S. GPO: 1990-273-561

6. Signature (Agent)
[Signature]

5. Signature (Addressee)

4a. Article Number
P 373 528 151

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

7. Date of Delivery

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

PS Form 3811, October 1990 #U.S. GPO: 1990-273-561

6. Signature (Agent)
[Signature]

5. Signature (Addressee)

4a. Article Number
P 373 530 286

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

7. Date of Delivery

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

PS Form 3811, October 1990 #U.S. GPO: 1990-273-561

6. Signature (Agent)
[Signature]

5. Signature (Addressee)

4a. Article Number
P 373 528 147

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

7. Date of Delivery
1-30-92

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

PS Form 3811, October 1990 #U.S. GPO: 1990-273-561

6. Signature (Agent)

5. Signature (Addressee)

4a. Article Number
P 373 528 149

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

7. Date of Delivery
JAN 9 0 1992

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	
6. Signature (Agent)			
5. Signature (Addressee)			
3. Article Addressed to:		Broomburg Municipal Authority Fort McClure Blvd Broomburg, Pa. 17815	
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.	
4a. Article Number		P 373 532 280	
4b. Service Type		<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Insured	
7. Date of Delivery		11/5/90	
8. Addressee's Address (Only if requested and fee is paid)			
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-861		DOMESTIC RETURN RECEIPT	
6. Signature (Agent)			
5. Signature (Addressee)			
3. Article Addressed to:		Pandora Enterprises, Inc. 925 E. Seventh Street Broomburg, Pa. 17815	
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.	
4a. Article Number		P 373 528 145	
4b. Service Type		<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Insured	
7. Date of Delivery		JAN 8 1991	
8. Addressee's Address (Only if requested and fee is paid)			
6. Signature (Agent)			

PS Form 3811, October 1990 *U.S. GPO: 1990-273-861		DOMESTIC RETURN RECEIPT	
6. Signature (Agent)			
5. Signature (Addressee)			
3. Article Addressed to:		IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Procedures Pencilton 8 AM FEB -3 1991	
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.	
4a. Article Number		P 373 530 287	
4b. Service Type		<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Insured	
7. Date of Delivery			
8. Addressee's Address (Only if requested and fee is paid)			
6. Signature (Agent)			

ALL THAT CERTAIN piece, parcel or lot or land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly	:	NO.	
COMMUNITY NATIONAL BANK),	:		
Plaintiff	:	NO.	EX-
	:		
v.	:		
	:		
ORLANDO R. MIRARCHI, JR.,	:		
Defendant	:		

WRIT OF EXECUTION
NOTICE

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

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

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (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 lost 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.

Susquehanna Legal Services
36 West Main Street
Bloomsburg, Pennsylvania 17815
(717) 784-8760

WRIT OF EXECUTION

To the Sheriff of Columbia County:

To satisfy the judgment, interest and costs against Orlando R. Mirarchi, Jr., Defendant,

(1) You are directed to levy upon the property of the Defendant and to sell his interests therein;

(2) You are also directed to attach the property of the Defendant not levied upon in the possession of _____

_____, as garnishee; _____,

and to notify the garnishee that:

(a) An attachment has been issued;

(b) The garnishee is enjoined from paying any debt to or for the account of the Defendant and from delivering any property of the Defendant or otherwise disposing thereof;

(3) If property of the Defendant not levied upon and

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

Amount due \$37,887.33

Interest from
January 10, 1992

Costs to be added

Prothonotary

**MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND
FEDERAL LAW**

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security Benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly : NO.
COMMUNITY NATIONAL BANK), :
Plaintiff : NO. EX-
v. :
ORLANDO R. MIRARCHI, JR., :
Defendant :

CLAIM FOR EXEMPTION

To the Sheriff:

I, Orlando R. Mirarchi, Jr., the above-named defendant, claim
exemption of property from levy or attachment:

(1) From my personal property in my possession which has been
levied upon,

(a) I desire that my \$300.00 statutory exemption be

_____ (i) set aside in kind (specify property to
be set aside in kind)
_____;

_____ (ii) paid in cash following the sale of the
property levied upon; or

(b) I claim the following exemption (specify property
and basis of exemption)
_____;

(2) From my property which is in the possession of a third
party, I claim the following exemptions:

(a) my \$300.00 statutory exemption:

_____ in cash;

_____ in kind (specify property)
_____;

(b) Social Security benefits on deposit in the amount of \$ _____;

(c) Other (specify amount and basis of exemption) _____.

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

(Defendant)

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF
OF COLUMBIA COUNTY
COURTHOUSE
BLOOMSBURG, PENNSYLVANIA 17815
(717) 389-5622

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: January 28, 1992

Re: Sheriff's Sale Advertising Dates

Guaranty Bank, N.A. (formerly Orlando R. Mirarchi, Jr.
Community National Bank)
No. 4 of 1992 FD No. 110 of 1992 .00

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week February 27, 1992
2nd week March 5, 1992
3rd week March 12, 1992

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 781-6300

Date: January 28, 1992

To: Bloomsburg Municipal Authority
Fort McClure Blvd.,
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)

No: 4 of 1992 FD No: 110 of 1992 JD

Dear Sir:

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

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

Please send the Sheriff's Office any and all unpaid debts so this office can possibly collect your money.

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

January 28, 1992

Date: January 28, 1992

To: Mary F. Ward
Bloomsburg Tax Collector
Town Hall
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 JD

Dear Sir:

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

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

Please send the Sheriff's Office any and all unpaid tax's so this office can possibly collect them.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR TROOP
(717) 781-6100

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 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) 781-1991

24 HOUR PHONE
(717) 781-6100

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 FD No: 110 of 1992 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR FRONT
(717) 784 6100

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 FD No: 110 of 1992 JB

Dear Sir:

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

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

Note: Also enclosed is a copy of the Writ of Execution and notice of all person with a recorded interest within the property subject to being sold

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
HARRISBURG, PA 17115

PHONE
(717) 784-1791

24 HOUR PHONE
(717) 784-6300

Date: January 28, 1992

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

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ED No: 110 of 1992 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 TELETYPE
(717) 784-6100

Date: January 28, 1992

To: David L. Hadden
814 Southgate Drive
State College, Pa. 16801

Re: Guaranty Bank, N.A. (formerly
Community National Bank)

VS. Orlando R. Mirarchi, Jr.

No: 4 of 1992 FD

No: 110 of 1992 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: January 28, 1992

To: Orlando J. Mirarchi, Jr.
601 Spruce Street
Kulpmont, Pa. 17834

Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr.
Community National Bank)
No: 4 of 1992 ID No: 110 of 1992 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEI, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784 1991

24 HOUR PHONE
(717) 784 6100

Date: January 28, 1992

To: Pandora Enterprises, Inc.
925 E. Seventh St.,
Bloomsburg, Pa. 17815

Re: Guaranty Bank, N.A. (formerly
Community National Bank)

No: 4 of 1992 FD

VS. Orlando R. Mirarchi, Jr.

No: 110 of 1992 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

Guaranty
Bank

30047

REMITTER

Orlando Mirarchi, Jr. Foreclosure

January 8 19 92

60-263/313

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 750.00

PAY 750 AND 00/100

DOLLARS

CASHIER'S CHECK

Yolanda Hernandez

⑈0030047⑈ ⑆031302638⑆ 75 750 0⑈ DK

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly	:	NO. 110 - 1772
COMMUNITY NATIONAL BANK),	:	
Plaintiff	:	NO. EX- 4-1772
	:	
v.	:	
	:	
ORLANDO R. MIRARCHI, JR.,	:	
Defendant	:	

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty 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 648 West Main Street, Bloomsburg, Columbia County, Pennsylvania, which real property is described on Exhibit "A" attached hereto and made a part hereof:

1. Name and address of Owners or Reputed Owners:

<u>Name:</u>	<u>Address:</u>
Orlando J. Mirarchi, Jr.	601 Spruce Street Kulpmont, PA 17834

2. Name and address of Defendant in the judgment:

<u>Name:</u>	<u>Address:</u>
Orlando R. Mirarchi, Jr.	601 Spruce Street Kulpmont, PA 17834

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

None

4. Name and address of the last recorded holder of

every mortgage of record:

Name:

Guaranty Bank, N.A.

Address:

10 South Market Street
Shamokin, PA 17872

Pandora Enterprises, Inc.

925 E. Seventh Street
Bloomsburg, PA 17815

David L. Hadden

814 Southgate Drive
State College, PA 16801

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

None

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

Name:

Columbia County
Tax Claim Bureau

Address:

Courthouse
Bloomsburg, PA 17815

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. Section 4904 relating to unsworn falsification to authorities.

GUARANTY BANK, N.A.

By: 

President

Date: January 9, 1991

ALL THAT CERTAIN piece, parcel or lot or land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

GUARANTY BANK, N.A., (formerly	:	NO.
COMMUNITY NATIONAL BANK),	:	
Plaintiff	:	NO. EX-
	:	
v.	:	
	:	
ORLANDO R. MIRARCHI, JR.,	:	
Defendant	:	

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all real property of the Defendants located at 648 West Main Street, Bloomsburg, Columbia County, Pennsylvania. You are hereby released from all responsibility in not placing watchmen or insurance on the real property levied upon by virtue of the writ.

LEAVENS & ROBERTS

By:

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 OF 1992 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY MARCH 19, 1992
10:00 A.M.

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

ALL THAT CERTAIN piece, parcel or lot of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located on the south side of Main or Second Street, said iron pin being at the corner of other lands of Magee Carpet Company about to be conveyed to Carter Reese and Judith Reese, his wife; thence along the said lands now of Magee Carpet Company and about to be conveyed to Reese, south 23 degrees 0 minutes east a distance of 2.20 feet to a point on the northern edge of a three car garage; thence south 23 degrees 0 minutes east a distance of 6.85 feet to the outside corner of a block building; thence north 67 degrees 0 minutes east a distance of 45.30 feet to a point; thence north 23 degrees 12 minutes west through the center partition of a two car garage and continuing through the center of a common driveway, a distance of 121.92 feet to an iron pin; thence along Main or Second Street, south 67 degrees west a distance of 47.08 feet to the point of beginning. TOGETHER with all buildings thereon erected.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Guaranty Bank, N.A. (formerly Community National Bank) against Orlando R. Mirarchi, Jr.

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

Mr. Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff