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

Ву:

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, 19 <u>01</u> , |
| in Bloomsburg, Town are as follows: |
| Owner or Reputed Owner: <u>Mirarchi Orlando P. Ir.</u> Former Owner: <u>Pandora Enterprises Inc.</u> |
| Farcel No. 051-07-64 |
| Description 648-650 M. 2nd St. |
| |

| YEAR | TOTAL |
|--------|------------|
| 1991 | \$ 1000.50 |
| 1990 | 1160.71 |
| | |
| | |
| TOTAL. | \$2,255.30 |

| The | above | figures | represent | the | amount(s) | due | during | the |
|-------|-------|--|-----------|-------------|-----------|-----|--------|-----|
| morri | th of | they also were about Made Will 1-my reals at | March/ | <u>Anri</u> | 19.9 | 2 | | |

Requested bx: Harry A. Roadarmel, Jr., Sheriff COLUMBIA COUNTY TAX CLAIM BUREAU Dennis Long Director

"YERIFF'S SALE - COSTS SHEET

| GUARANTY BANK, N. A. (formerly Community National Bank) | Vs | Orland | o R. Mirarchi, | Jr. |
|---|---|---------|--|--|
| NO. 4 of 1992 E.D. NO. 110 | | | • | SALE March 19, 1992 |
| Docket & Levy Service Hailing Advertising, Sale Bills & Newspa Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other | · : [*] | | \$ 1400 1330 258 900 1400 75 750 | |
| Manage Markey and the | IOTAL. | 1 1 1 1 | | \$ 994.34 |
| Press-Enterprise, Inc. Henrie Printing Solicitor's Services | | | \$ <u>003.</u> 500 | Granus |
| | TOTAL | 11. | | \$ 273 76 |
| Prothonotary: Liens List Deed Notarizati Other | ON | _ | \$ | |
| | TOTAL | 1 f 1 i | | , ,\$ |
| RECORDER OF DEEDS: COPYWORK DEED OTHER | • | | \$ 2700 | |
| | TOTAL | 1 1 1 1 | | \$ 2700 |
| REAL ESTATE TAXES: BOROUGH/TWP: & COUNTY TAXES, SCHOOL TAXES, DISTRICT DELINQUENT TAXES, 19, 19_ | <u>19</u> | 19_19_ | \$ | |
| | TOTAL | 1 1 1 | | , ,\$ |
| MUNICIPAL RENTS: SEWER - MUNICIPALITY WATER - MUNICIPALITY | | | | |
| | TOTAL | 1 1 1 | | , ,\$ |
| SURCHARGE FEE: (STATE TREASURER) | TOTAL | | | \$ 40.00 |
| Miscellaneous: TAX Chain | | | \$ 500 | |
| | TOTAL | · | | , ,\$ |
| | TOTAL | COSTS . | From As of | \$ <u>. </u> |
| | | | 7070 | The Marie Constitution |



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991 COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815 24 HOUR PHONE (717) 784-6300

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

Deputy Sheriff



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815 24 HOUR PHONE (717) 784-6300

June 10, 1992

Mr. Michael Irey, 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.

Sinderely

Deputy Sheriff



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

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

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.

Sincerely.

If you have any questions, please contact us.

J.H./Deht

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 | CONT | CONTINUED | | | |
|-----|------|-----------|------|--|--|
| | JUNE | 11. | 1992 | | |

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED HOTS, 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 CUMPION 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 FORENCON 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:

REGINNING 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.

UARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Mr. Richard J. Roberts, Jr., Esquire 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 Fress-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. Januarie: Kreischer |
| Sworn and subscribed to before me this 12.45 . day of . TINCLH 19 . 97 |
| (Notary Public) |
| My Commission Expires |
| Property of the Control of the Contr |
| And now, |



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

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

24 HOUR PHONE (717) 784-6300

| January Date: <u>January 28, 1992</u> | - 28 , 1992 | | |
|---|------------------------------|--|---------|
| To: Mary F. Ward Bloomsburg Tax Collector Town Hall Bloomsburg, Pa. 17815 | - | | |
| Re: Guaranty Bank,N.A.(formerly Community National Bank) No: 4 of 1992 EU | | R. Mirarchi,Jr. of 1992 | _JD |
| Dear Sir: | | | |
| Enclosed is a notice of an up | ocoming Sheriff's | s Sale, If you have | any |
| claims against this property, noti | ify this office <u>J</u> | IMMEDIATELY. | |
| Please feel free to contact | me with any ques | stions you may have. | |
| Please send the Sheriff's Office car | ce any and all n possibly | Respectfully, | |
| collect them. | | Harry A. Roadarme Sheriff of Columb | |

Internal Revenue Service District Director

Date: February 14, 1992

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

> 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.
- X 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 non-judicial 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 of 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

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. Eck 12051 Philadelphia, PA 19135



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

PHONE (717) 784-1991 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

| Date: <u>January 28, 1992</u> | | | |
|--|-----------------------|--|--|
| 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 <u>I</u> | MMEDIATELY. | | |
| Please feel free to contact me with any ques | tions you may have. | | |
| Note: Also enclosed is a copy of the Writ of Execution and notice of all person with a recorded interest | Respectfully, | | |
| within the property subject to being sold Sheriff of Columbia Cou | | | |

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

GUARANTY BANK, N.A., (formerly

NO. 110 - 179 Z

COMMUNITY NATIONAL BANK),

Plaintiff

NO. EX- 4-1997

ν.

:

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:

Name:

Orlando J. Mirarchi, Jr.

Address:

601 Spruce Street Kulpmont, PA

Name and address of Defendant in the judgment:

Name:

Orlando R. Mirarchi, Jr.

<u>Address</u>:

601 Spruce Street Kulpmont, PA 17834

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

None

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

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

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.

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.



SHITRIFF OF COLUMBIA COUNTY

7) (17) 784-1991

COLUMBIA COUNTY

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

71 HOUR HICTOR (717)

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 (MORIGAGE 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 P | ERFORMED BY COLUMBIA COUNTY DEPUTY |
| SHERIFF J.H. Dent | |
| Note: A copy of the Sale bill was also posted within the Sheriff's Office Lobby of the Court House. Dep. Deposted a copy of the Sale bill on the three doors of the occupied apartments. | SO ANSWERS: ce and ent J.W. Dent DEPUTY SHERIFF |
| | SHERIFF, HARRY A. ROADARMEL, JR. |
| SWORN AND SUBSCRIBED BEFORE ME THIS DAY OF Sebruary 1992 Alorothy Long aleputy 1AMI B. KLINE, PROTHONOTARY OF | |
| THEL D. NEITHE, ENGINEETIME OF | |



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

February 4, 1992

FRNEST 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,

Thomas C. Zerbe, Jr. Deputy Attorney General

Financial Enforcment Section

TCZ/pym



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

PHONE (717) 784-1991 COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815

24 HOUR PHONE (217) 284-6300

4

| Date | : <u>January 28, 1992</u> | - Committee of the second seco |
|------|---|--|
| To | : Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120 | JAN 2 2 1992 DEFINANCIAL ENFORCEMENT |
| | | |
| | Guaranty Bank, N.A. (formerly Community National Bank) | VS. Orlando R. Mirarchi, Jr. |
| No: | <u>4</u> of <u>1992</u> 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

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 FURENCON 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

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

IN THE FOREMOON 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

MORTGAGE

| 1.7.34 | | | | |
|---|---|--|---|--|
| THIS MORIGAGE is made this | 25th | day of | April | 19 86 |
| between the MortgagorORLAND | O R. MIRARCHI, JR | | | de Pareir |
| "Borrower"), and the Mortgagee, | OMMUNITY NATIONAL | ВЛИК | | |
| a Corporation organized and existing un | der the laws of Pennsy | Ivania, whose address i | s: 10 South | Market |
| Street, Shamokin, Pennsylvan | 10 17979 | | | |
| | | | | |
| WHEREAS, Borrower is indebted to which indebtedness is evidenced by Borromonthly installments of principal and interpretable April 25, 2001. | erest, with the balance | of the indebtedness, it | not sooner paid, di | ue and payable or |
| FO SECURE to Lender (a) the repaymenther sums, with interest thereon, advance of the covenants and agreements of Borriberson, made to Borrower by Lender perorigage, grant and convey to Columbia | d in accordance herewit ower herein contained, ursuant to paragraph 2 | h to protect the security and (b) the repayment If hereof (herein "Futu- ng described prope | of this Mortgoge, an of any future adva re Advances"), Borr | id the performance nees, with interest rower does hereby |
| ALL THAT CERTAIN piece, County of Columbia and Common wit: | parcel or lot of wealth of Pennsy | land situate in s lvania, bounded as | the Town of Blo nd described as | oomsburg, ofollows, to |
| BEGINNING at an iron pin iron pin being at the corner to Carter Reese and Judith Re Carpet Company and about to be distance of 2.20 feet to a po 23 degrees 0 minutes east a depuilding; thence north 67 deg thence north 23 degrees 12 mi and continuing through the ce iron pin; thence along Main of feet to the point of beginnin | of other lands of ese, his wife; the e conveyed to Rec int on the northe istance of 6.85 ir rees 0 minutes en nutes west throug nter of a common r Second Street, | E Magee Carpet Contence along the same, south 23 degreen edge of a three lect to the outside of the center part driveway, a distance of south 67 degrees | mpany about to aid lands now of cess 0 minutes of car garage; de corner of a 45.30 feet to tition of a two tice of 121.92 west a distance | be conveyed of Magee east a thence south block a point; car garage feet to an e of 47.08 |
| UNDER AND SUBJECT to a c between Magee Carpet Company, Pandora Enterprises, Incorpor Recorder of Deeds of Columbia | Inc., Carter P. ated, dated July | Reese and Judith 13, 1978, and rec | H. Reese, his orded in the O | wife, and ffice of the |
| REFING THE SAME premises of 1986, and in Office of the Recorder of Deer conveyed unto Orlando R. Mira: | tended to be reco is in and for Col | rded contemporane umbia County, Pen | ously herewith | in the |
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| | | | | |
| 648 West | Main Street, Blo | oomsburg, Columbia | County | |
| which has the address of | (Street) | | (City) | |
| Pennsylvania 17815 | | | (herein "Prope | erty Address"); |
| TOGETHER with all the improvement | (State and Zip | ed on the property, and | all casements, right | s, appurtenances, |
| rents, royalties, mineral, oil and gas rights attached to the property, all of which, inch the property covered by this Mortgage; a Mortgage is on a leasehold) are herein tel | s and profits, water, wa uding replacements and and all of the foregoing | ter rights, and water sto additions thereto, shall g, together with said pro | ock, and all lixtures be deemed to be and | now of pereatter |

Borrower covenants that Borrower is lawfully seised 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.

BOOK 366 PARE 694

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

L. Payment of cipel and interest. Borrower shall promptly pay when dure crincipal of and interest on the indebtedness evidenced by the configuration of and late charges as provided in the Note, the principal of and interest on any Future

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Bortower 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,

Advances secured by this Mortgage,

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 carnings 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, florrower 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

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 Bottower 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 I 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 compty 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 Botrower 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 Botrower, 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.

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mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disburged 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 I 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
- 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 shill 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 Horrower 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, I ender 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 declated due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Bottower, 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 that 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 forcelosure. 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 sums secured by this Mortgage to be immediately due and payante without turner actions. Including that not limited to, judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of forectosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports. BOOK 366 PAGE
- 19. Borrower's Right to Reinstate, Notwithstanding Londer'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 Horrower 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 ADER

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 |
|---|
| 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 |
| ment you the same date given by the endersigned (the Doribact) to seeme bottower's trope 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 2.5.%. The Note interest rate may be increased or decreased on the 25th day of the month beginning on April 25th 19.87, 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) [1] There is no maximum limit on changes in the interest rate at any Change Date. (2) [3] The interest rate cannot be changed by more than 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal |
| owed under the Note or by making a direct payment to Borrower. 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. Borrower |
| (Scal) —Batrower |
| |

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BANGONSUMER FORM AT 191 (3/87)

^{*} If more than one how is checked or if no box is checked, and Lender and Barcower do not otherwise agree in writing, the first Index named will apply.

NEW JERSEY AND PENNSYLVANIA—681-FILLMC UNIFORM 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 Morigage. 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 b this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the origin. 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 -Borrow -Borrower COMMONWEALTH OF PENNSYLVANIA, <u>Northumberland</u>......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 to be the person ____ whose name _Is ____ subscribed to the within instrument and acknowledged that ____ executed the same for the purposes herein contained, IN WITNESS WHEREOF, I hereunto set my hand and official seal. STATE OF THE PROPERTY OF THE P My Commission expires: XISA a Drilbrand Notary Public Title of Officer OF SVAVING 10 South Market Street I hereby, aretily that the precise residence of the within Mortgagee is _ Shamokin, Pennsylvania 17872 LEAVENS & ROBERTS Altorneys at Low 29 EAST INDEPENDENCE STREET POST OFFICE BOX 518 SHAMOKIN, PENNSYLVANIA 17872-0518 - copies, ownw This Line Reserved For Londer and Recorder) _ Rec. in Columbia Co. Rec. Bk 366 pg 694 May 19,1986 3:13pm

8007 366 PAGE 698

This Indenture,

Made the 1964 day of More in the year of our Lord one thousand nine hundred and eighty-six (1986).

Meliuren 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.

Mherens, the said ORLANDO R. MIRARCHI, JR.

The Mortgager , 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 1/2 day of acch 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 berehy mortgaged shall make all sums due bereon, 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 Aurilier Annilion 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,

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.

Note This Indesture Mitneseth, 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,

<u>871 366 Pet 699</u>

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 heredifaments and apportenances whatsoever unto the hereby granted premises belonging or wise apportaining, and the reversions and remainders, rents, issues and profits thereof, | іл апу |
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| · | |
| To Have and in Mold the said buildings hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances unto the Mortgages of the Successors or assigns, to and for the only proper use and behoof of the Mortgages of the Successors and assigns forever. | the said |
| And the said Mortgagor, for himself, his beins and Assigns, does hereby copromise and agree to and with the said Mortgagoe, its Successors and Assigns, that if the Mortgagor, his Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insuration and taxes, it shall be lawful for the said Mortgagoe, its Successors or Assigns, to insure the buildings in the sum aforesaid and pay said taxes are recover the costs and expenses of such insurance and taxes in a suit upon this Mortgago. | he said ince, or the said |
| Utunided Alimans, nevertheless, that if the said Mortgagor , his Heirs, Exe Administrators or Assigns do and shall pay, or cause to be paid, into the said Mortgagee ressors or Assigns, the said principal sum of Twelve Tilousand One HundredDollars, money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the together with interest, taxes, costs and charges of insurance, as aforesaid, and without any ded defalcation or abatement to be made of anything for or in respect of any taxes, charges or assess whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby g as the said recited Obligation shall cease, determine and become void. | its Suc- lawful e same, luction, asments |
| And Montided Also, that it shall and may be lawful for the said Mortgagee . Its sors or Assigns, when and as soon as the said principal sum shall in any event, become due and pay aforesaid, to file a complaint and action of mortgage forclosure hereon and proceed thereon to judgm execution for the recovery of said principal sum and all interest due thereon, and the costs and experinsurance and taxes as aforesaid, together with an Attorney's commission of ten per cent said principal sum, besides costs of suit, without stay of or exemption from execution or other process full release of errors. | nent and nses of tum on |
| Hit Wilmess Affected, the said part y of the first part has hereunto set hand and seal , the day and year first above wriften. | his |
| Signed, Scaled and Helivered Clark Meranh | Seal |
| in the presence of | SÃ |
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| | | County of On the personally appearance of Donath of Continuity of Conthis, appeared proven) to be the execution | COLUMBIA is, the 193 ared Orlan (or satisfactority 1 I acknowledged the sa Mherent, I ha the the person whose ted the same for a Mherent, I ha | ndo R. Droven) to be at the exercimeto set inj | the persecuted the panel and | at whose name to the wittained. | COMMO EXCLUSION THE model known | A. D. 1986, before a the undersigned Office subscribed to the with contained. OF-SEV. COURTS MON. JAB. 1, 1988 A. D. 19 , before a reigned Officer, personal to me (or satisfactoric and acknowledged th: | |
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| 260 | REGIN BY RECURDER COLUMNIA COL PA. | Thuthage har 321 Ph By On & Corporation | Jettilu, that the 155 E. Sevent | Atto | elooms: | ourg, PA | Entered for record in the Recorder's Office of County the Gonzate of A. D. 19 day of Tax S Free S. | ntilfed to Interest on thi | Focta No. 107-Legal Blant Printery, Laceyville Pa |
| | | Recorded on Recorder's Office of | olumbia 3:2] | 19th 18 XXXXX 300 | day of k Rec | _ | | A. D. 10 ⁸⁶ , in the Page 699 Leel Recorder Mochnit | |



THIS INDENTURE, MADE the

2415-

day of

October

in the year mineteen 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

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 tomaining unpaid interest plus the entire principal of Thirty Thousand and 00/100 (\$30,000.00) Bollars, 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 ponalty for any payment fifteen (15) calendar days late.

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

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/heurs, 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.

Witnessetti 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 drivewoy, 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, Jaid 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 dopth 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, MONTOUR COUNTY, PENNSYLVANIA.

ALL that certain messuage, tenement, and lot of land situate in the Fourth Ward of the Borough of Danville, Montour 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; 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 BRING 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-four (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. \cdot

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.

Tocernen with all and singular the buildings, fixtures, other improvements, ways,
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 Ann 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 beloof of the said Mortgagee , his beirs and assigns, forever:

Amm the said Mortgagors , for their successors, covenant, promise and agree to and with the said Mortgagee , heirs and assigns do hereby his administrators and assigns, that if the said Mortgagors , their successors, heirs, executors, shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgageo , heirs or assigns, 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. Provides always, nevertheless, that if the said Mortgagors , their successors, 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 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, defaleation 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 above-recited Obligation , shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And Phovider, also, that it shall and may be lawful for the said Mortgagee , his heirs, 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 excention 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.

Attest:

Orlando R. Mirarchi, Ur., (Individually

Orlando Development Corporation, by

Orlando R. Mirarchi, Jr., President

CERTIFICATE OF RESIDENCE

1 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

| On this, the 7 M day of October 1990, before me, a Hotary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., known to me (or sutisfactorily proven) to be the person instrument, and acknowledged that he creationed 18. WHEREOF, I have hereunto set my hand and 18. WHEREOF, I have hereunto set my hand and 18. WHEREOF, I have hereunto set my hand and 1907 ANAL SEAL 1907 | County ofCentre | } #s. |
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| the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., known to me (or satisfactodly proven) to be the person instrument, and acknowledged that he crecuted the same is subscribed to the within executed the same for the purpose therein contained. IN.WITNESS WHEREOF, I have hereunto set my hand end potapital seal. IN.WITNESS WHEREOF, I have hereunto set my hand end potapital seal. IN. WITNESS WHEREOF, I have hereunto set my hand end potapital seal. IN. WITNESS WHEREOF, I have hereunto set my hand end potapital seal. IN. WITNESS WHEREOF, I have hereunto set my hand end potapital seal. Genutify of | | , |
| whose name is subscribed to the within instrument, and acknowledged that he creationed. IN_WITNESS WHEREOF, I have hereunto set my hand end creationed. IN_WITNESS WHEREOF, I have hereunto set my hand end potaprial seal. | the undersigned officer, personally a | appeared Orlando R. Mirarchi, Jr |
| The properties of the purpose therein contained on the purpose therein communities of the purpose therein communities and acknowledged that the contained of the purpose therein contained on this, the 277 day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged inself to be the President of Orlando Development Corporation, a Corporation, and that being authorized to do so as such corporate officer executed the foregoing astroment for the purposes therein contained on behalf of the corporation. IN WITNESS, WHEREOF, I have hereunto set my hand and properties and the purposes therein contained on behalf of the corporation. IN WITNESS, WHEREOF, I have hereunto set my hand and the purpose of the purpo | known to me (or satisfactorily prove | |
| N. WITNESS WHEREOF, I have hereunto set my hand and potgrial seal. Morean State Mark M | | |
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| The commission Expires Lege Earo, Coulty Pear Sept. 8, 1992 Guinnfolts and Legister Receives Earo, Coulty County Pear Sept. 8, 1992 Guinnfolts and Expires Sept. 8, 1992 Guinnfolts and Centre. On this, the 2 47° day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando Development Corporation, a Corporation, and nest being authorized to do so as such corporate officer executed the foregoing astroment for the purposes therein contained on behalf of the corporation. IN WITHNESS WHIREOF, I have hereunto set my hand and notarial seal. Seal. ROLLING SEPT. 100 ON TOWN TOWN TOWN TOWN TOWN TOWN TOWN TO | IN WITNESS WHEREOF, I has | we hereunto set my hand and notarial seal. |
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| Guinnforth; all Henneylumia OI OF HAMPER AND OF OCTOBER 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged imself to be the President of Orlando Development Corporation, and the feing authorized to do so as such corporate officer executed the foregoing astrument for the purposes therein contained on behalf of the corporation. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal. FINOURIAL SEAL My Commission Expires Development Composition. AND Commission Expires Development | 12.6 | NOTARIAL SEAL |
| Guinnforth self. A Henneylumia Guinntiff of Centre. On this, the 2 47 day of October Do this, the 2 47 day of October The undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged imself to be the President of Orlando Development Corporation, a Corporation, and not being authorized to do so as such corporate officer executed the foregoing astrument for the purposes therein contained on behalf of the corporation. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal. Notice of the purpose therein contained on behalf of the corporation. IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal. My Commission Expires and the complete of the corporation. My Commission Expires and the complete of the corporation. My Commission Expires and the complete of the corporation. My Commission Expires and the complete of the corporation. My Commission Expires and the complete of the corporation. My Commission Expires and the complete of the corporation. My Commission Expires and the corporation of the corporation. My Commission Expires and the corporation of the corporation. My Commission Expires and the corporation of the corporation. My Commission Expires and the corporation of the corporation. My Commission Expires and the corporation of the corporation of the corporation. My Commission Expires and the corporation of the cor | | ray Commission Expires slings Boro, Centra County, Pa. |
| Counting of Centre On this, the 247' day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged imself to be the President of Orlando Development Corporation, a Corporation, and test being authorized to do so as such corporate officer executed the foregoing astronent for the purposes therein contained on behalf of the corporation. IN WITHNESS WHEREOF, I have hereunto set my hand and notarial seal. Notarias Sea | Commonwealth at Mennantomie | [1 in little of the little of |
| On this, the 247 day of October 1990, before me, a Notary Public, the undersigned officer, personally appeared Orlando R. Mirarchi, Jr., who acknowledged imself to be the President of Orlando Development Corporation, a Corporation, and not being authorized to do so as such corporate officer executed the foregoing naturally of the purposes therein contained on behalf of the corporation. IN WITHNESS WHEREOF, I have hereunto set my hand and Notaring of the purpose therein contained on behalf of the corporation. IN WITHNESS WHEREOF, I have hereunto set my hand and Notaring of the purpose of the first conting of the corporation. IN October 1990 A Commission Expires 1990 A Commission Expi | Transport (480 | \ |
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Hocorder of Montgeges

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Record Morgagozbook No.

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

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,

1/18

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),

v.

Plaintiff: NO. E.D. 4 of 1992

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

SHERIFF'S SALE

A10 31,206

BY VIRIUE 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 FORENCON 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 O 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. | ng akt tip bift war kill sam | | |
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| Owner | or Reputed | Owner: | <u>Mirarchi. Orlando</u> sterprises Inc. | P. Ir |
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| | | TOTAL | \$2,255.30 | |
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SHERRE OF COLUMBIA COUNTY COURT 180955 - P. O. BOX 300 BLOOMSBURG, PA 17815

61698 67 171 784 (1991 21 Hour Phone (212) 281 6399

January 29, 1992

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

OF COLUMBIA COUNTY

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

MO. 4 of 1992 E.D.

WRIT OF EXECUTION - Mortgage Foreclosure

| SERVICE ON Orlando R. Mi | irarchi |
|--|---|
| ON Tuesday January 28,1992 At 2:05 P. | .M. A TRUE AND ATTESTED CORY |
| OF THE WITHIN WRIT OF EXECUTION, A TRUE O | COPY OF THE NOTICE OF SHERIFF'S SALE IN |
| REAL ESTATE AND A COPY OF THE THE DESCRIPT | TION OF PROPERTY WAS SERVED ON |
| Orlando R. Mirarchi | , A1 Sheriff's Office, Bloomsburg, Pa. |
| BY DEPUTY SHERTEF | J.H. Dent |
| SERVICE WAS MADE BY HANDING THE SALD WRITE | T OF EXECUTION AND MOTICE OF SHERIFF'S |
| SALE IN REAL ESTATE AND A COPY OF THE DES | SCRIPTION TO |
| Orlando R. Mirarchi - | |
| | J.H. Derit DEPUTY SHERTER |
| SWORN AND SUBSCRIBED BEFORE ME THIS 29 DAY OF Danciary 1993 Fame & Kline TAMI B. KLINE, PROTHONOTARY | SHERIFF |



SHERIEF OF COLUMNA COUNTY COURT HOUSE - P. D. BOX 388 RECONSTRUCT, PA. 17815

24 Hours microscott 1212) 284 6369

January 29, 1992

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

TAML B. KLINE, PROTHONOTARY

OF COLUMBIA COURTY

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 OF THE WITHIN WRIT OF EXECUTION, A TRUE COREAL ESTATE AND A COPY OF THE THE DESCRIPT | OPY OF THE NOTICE OF SHERTIF'S SALE IN |
|---|--|
| Randal Gumpy (Occupant Apt#4) BY DEPUTY SHERIFF | , Al 648 W. Main St., Bloomsburg, Pa |
| SERVICE WAS MADE BY HANDING THE SAID WRIT SALE IN REAL ESTATE AND A COPY OF THE DESC | OF EXECUTION AND NOTICE OF SHERIFF'S |
| Randal Gumpy (Occupant Apt#4) | SK((*) 1()) |
| | SO ANSWERS: |
| | DEPUTY SHERIFF |
| SHORN AND SURSCRIBED BEFORE ME THIS 29 DAY OF January 1993 Jame & Klene | SHERIFI |



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. BOX 380 BEOOMSBURG, PA 17815

(Hout (212) 281-1991

- 71 (1011)) (310))) - (7 (7) (8) (8) (8)

January 29, 1992

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

OF COLUMBIA COUNTY

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

MO. 4 of 1992 E.D.

WRIT OF EXECUTION-Mortgage Foreclosume

SERVICE ON William Simpson (Occupant Apartment No. 3)

| nn Wednesday January 29, 1992 At 8:0 | 00 A.M. A TRUE AND ATTESTED CORY |
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| REAL ESTATE AND A COPY OF THE THE DESCRI | |
| William Simpson | |
| Bloomsburg, Pa. BY DEPUTY SHERIF | |
| | IT OF EXECUTION AND NOTICE OF SHERIFF'S |
| SALE IN REAL ESTATE AND A COPY OF THE D | |
| 11 am Simpson (Occupant: Apt#3 | |
| | |
| | SO ANSWERS: J.H. Dent |
| | DEPUTY SHERTEF |
| SMORN AND SUBSCRIBED BEFORE ME | |
| tills | SHERIFE |
| DAY OF January 1993 | |
| TAMI B. KLINE, PROTHONOTARY | |



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. BOX 300 BEOOMSBURG, PA 17015

6110118 (7.17) 284 (1991

31 1101% ritors (717) 781 6 100

January 29, 1992

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

OF COLUMBIA COUNTY

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

MO. 4 of 1992 E.D.

WRIT OF EXECUTION - Mortgage Foreclosure

SERVICE ON Mike Yannes (Occupant) Apartment No. 1

| ON Wednesday January 29,1992 At 8:0 | 5 A.M. A TRUE AND ATTESTED CORY |
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| 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 DESCRI | PTION OF PROPERTY WAS SERVED ON |
| Mike Yannes (Occupant Apt#1) | Al 648 W. Main St., Bloomsburg, Pa. |
| BY DEPUTY SHERTE | J.H. Dent |
| | RIT OF EXECUTION AND NOTICE OF SHERIFF'S |
| SALE IN REAL ESTATE AND A CORY OF THE D | DESCRIPTION TO |
| Mike Yannes (Occupant Apt#1) . | |
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| | SU ANSWERS: J.H. Dent |
| | DEPUTY SHERIFF |
| SMORN AND SUBSCRIBED DEFORE ME | |
| 11115 29 | SHERIFF |
| DAY OT January 1993 Lane B. Klene | |
| TAMI B. KLINE, PROTHONOTARY | |

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-

:

 \mathbf{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 MARCA 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

: 1/1

Richard J. Roberts, Jr., Esquire

Attorneys for Plaintiff

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Small Business Administration

P 373 528 151 4b. Service Type I I Registered __i Inst

□ Insured

4a. Article Number

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the article number.

3. Article Addressed to:

O.S. GPO: 1990—273-861

DOMESTIC RETURN RECEIPT

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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.

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

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;
- - (a) An attachmnent 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, COMMUNITY NATIO V. ORLANDO R. MIR | Plaintiff | : | EX- |
|---|-----------------------------|------------------|----------------------------|
| | CLAIM FO | R EXEMPT | LON |
| To the Sheriff | : | | |
| I, Orlando | R. Mirarchi, Jr. | , the ab | ove-named defendant, claim |
| exemtion of pro | operty from levy o | or attach | nment: |
| (1) From | my personal prope | rty in my | possession which has been |
| levied upon, | | | |
| (a) | I desire that my | \$300.00 | statutory exemption be |
| | (i) set a be set aside in) | side in Kind) | kind (specify property to |
| | | in cash | following the sale of the |
| (b) | and basis of exer | option) | emption (specify property |
| (2) From party, I claim | | ı is in t | the possession of a third |
| (a) | my \$300.00 statut | tory exem | ption: |
| | in cash; | | |
| | in kind (s | specify p | property) |

| (b) | Social | Security | benefits | on | deposit | in | the | amount |
|-----|--------|----------|----------|----|---------|----|-----|--------|
| | OI S | | • | | • | | | |

| (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



SUFFRIEF OF COLUMBIA COUNTY

THOUT (717) 784-1991 COURT HOUSE - P. O. ROY 380 BLOOMSBURG, PA 47815

21 HOUR PHOUS (717) 781 6300

| PRESS/ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815 | |
|--|-----|
| Unte: January 28, 1992 | |
| Re: Sheriff's Sale Advertising Dates | |
| Guaranty Bank, N.A. (formerlys. Orlando R. Mirarchi, Jr. Community National Bank) No. 4 of 1992 FD No. 110 of 1992 | |
| Dear Sin: | |
| Please advertise the enclosed SHERIFF SALE on the following dat | es: |
| 1st work February 27, 1992 2nd work March 5, 1992 3rd work March 12, 1992 | |
| Feel free to contact me it you have any questions. | |

Respectfully,

Harry A. Roadarmel, Jr. Sheriff



SHERIFF OF COLUMBIA COUNTY

THONE (717) 784-1991 COURT HOUSE - P. O. ROX 380 BLOOMSBURG, PA 17815

21 HOUR PHONE (717) 781 6300

| Date: January 28, 1992 | |
|---|---|
| Io: Bloomsburg Municipal Authority Fort McClure Blvd., Bloomsburg, Pa. 17815 | |
| | |
| Re: Guaranty Bank, N.A. (formerly VS. Orland Community National Bank) No: 4 of 1992 FD No: 1 | |
| Dear Sir: | |
| Enclosed is a notice of an upcoming Sherif | fis Sale, If you have any |
| claims against this property, notify this offic | e IMMEDIATELY. |
| Please feel free to contact me with any c | 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 |



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

THOME (717) 784-(991

BLOOMSBURG, PA 17815

21 HOUR PHOUS (717) 784 6300

| Date: _ | January January 28, 1992 | 28, 1992 | | |
|----------------------------------|--|-----------------------------------|--|---------------------|
|] 5 | Mary F. Ward Bloomsburg Tax Collector Fown Hall Bloomsburg, Pa. 17815 | | | |
| Re: <u>Guar</u> Comm No: Z | canty Bank,N.A.(formerly nunity National Bank) of 1992 ED | VS. <u>Orlando</u> No: <u>110</u> | R. Mirarchi,Jr. of 1992 | JD |
| Dear Si | r: | | | |
| End | closed is a notice of an upco | ming Sheriff's | Sale, If you have | any |
| | against this property, notify | | | J |
| P | lease feel free to contact me | with any ques | tions you may have. | |
| unpa | se send the Sheriff's Office id tax's so this office can p ect them. | any and all possibly | Respectfully, | |
| | | | Harry A. Roadarme Sheriff of Columb | l, Jr. ia County |



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

PHONE (717) 784-1991

71 HOUR PRIOUP (717) 781 6 HO

| Date: January 28, 1992 |
|---|
| 10: Office of F.A.I.R. Department of Public Welfare -P.O. Box 8016 _ llarrisburg,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 |
| Jean Sin: |
| Enclosed is a notice of an upcoming Sheriff's Sale, If you have any |
| laims 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 |



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

PROME (717) 784-1991

71 HOUR PHOSE 1717) 781 6300

| Date: January 28, 1992 |
|--|
| Io: Small Business Administration 20 N. Pennsylvania Ave., Room 2327 Wilkes-Barre, Pa. 18701 |
| Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr. No: 4 of 1992 FD No: 110 of 1992 dD |
| 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, |
| |



SHERIFF OF COLUMBIA COUNTY COURT ROUSE - P. O. BOX 380

F116394F (717) 784-1991 BLOOMSBURG, PA 17815

21 HOUR PHONE (717) 284 6300

| Date: January 28, 1992 | |
|--|---|
| Io: IRS P.O. Box 12050 Philadelphia, Pa. 19106 Attention: Special Procedures Function | |
| Commentey Nactional Bank) | R. Mirarchi, Jr. of 1992 JD |
| Dear Sir: | • • • • • • • • • • • • • • • • • • • |
| Enclosed is a notice of an upcoming Sheriff | |
| claims against this property, notify this office Please feel free to contact me with any qu | |
| 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 | Respectfully, |
| being sold | Harry A. Roadarmel, Jr. Sheriff of Columbia County |



SHERILL OF COLUMBIA COUNTY

17171-784-1994 COURT HOUSE - P. O. BOX 380 BEOOMSBURG, PA 17815

71 HOUR PHONE (217) 784 6300

| Date: | : <u>January 28, 19</u> 92 |
|-------|--|
| To: | Commonwealth of Pennsylvania Department of Revenue Bureau of Accounts Settlement P.O. Box 2055 Harrisburg, Pa. 17105 |
| | Guaranty Bank, N.A.(formerly VS. Orlando R. Mirarchi, Jr. Community National Bank) 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,



SHERIEF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

THOU (717) 784 (99) BLOOMSBURG, PA 17815

28 ffestin nffestin (717) 781 6300

| Date: | January 28, 1992 |
|----------|---|
| | Thomas C. Zerbe Jr. Deputy Attorney General -Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120 |
| ₹e:G | uaranty Bank, N.A. (formerly VS. Orlando R. Mirarchi, Jr. omnunity National Bank) 4 of 1992 ED No: 110 of 1992 JD |
| lean S | ir: |
| Ė | nclosed is a notice of an upcoming Sheriff's Sale. If you have any |
| laims | against this property, notify this office IMMEDIATELY. |
| 1 | Please feel free to contact me with any questions you may have. |
| | Respectfully, |
| | |



SHERRET OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 300 BLOOMSBURG, PA 12815

21 HOUR PRING 1717) 781 6300

| Vale: January 28, 1992 | | |
|--|---------------|----|
| 10: <u>David L. Hadden</u> 814 Southgate Drive —State College, Pa. 16801 | | |
| | | |
| Re: Guaranty Bank, N.A. (formerly VS. Orlando R. Community National Bank) | Mirarchi, Jr. | |
| Mo: 4 of 1992 FD No: 110 | of 1992 | JD |

Dear Sir:

PHONE

(717) 784-1991

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,



SHIRITE OF COLUMBIA COUNTY

71109F (717) 784-1991

Date: January 28, 1992

COURT HOUSE - P. D. ROX 380 BLOOMSBURG, PA 17815

21 HOUR 1900-0 (717) 284 6300

| V5. Orlando R. | Mirarchi, Jr. | |
|----------------|---|---|
| | | дD |
| | | |
| _ | VS. <u>Orlando</u> R. No: <u>110</u> | VS. Orlando R. Mirarchi, Jr. No: 110 of 1992 |

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,



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

1110HF (717) 784 1991

21 HOUR CHOST (717) 784-6300

| 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: <u>110</u> of 1992 ส |

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,

Guaranty

Orlando Mirarchi, Jr. Foreclosure

PAY TO THE ORDER OF Columbia County Sheriff

CASHIER'S CHECK

Guaranty

January 8

January 8

January 8

750.00

DOLLARS

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. 1/0 - 1992

COMMUNITY NATIONAL BANK),

Plaintiff: No. Ex- 4-1997

:

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:

Name: Address:
Orlando J. Mirarchi Jr 601 Spruce

Orlando J. Mirarchi, Jr. 601 Spruce Street Kulpmont, PA 17834

2. Name and address of Defendant in the judgment:

Name: Address:

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

<u>Address:</u>

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.

Bv:

Fresident

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.

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

ву:

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. TOCETHER 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