

# SHERIFF'S SALE

## Distribution Sheet

FIRST EASTERN BANK N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
 NO. 295 of 1991 JD  
 NO. 5 of 1992 ED DATE OF SALE: March 26, 1992 10:00 A.M.

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) March 26, 1992 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to First Eastern Bank, N.A. for the price or sum of Sixteen Thousand, Seven Hundred, Three 79/100-----Dollars.

-----being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$	<u>175,001.00</u>	
Poundage .....		<u>3,500.02</u>	
Transfer Taxes .....			
Total Needed to Purchase .....	\$		<u>16,703.79</u>
Amount Paid Down .....			<u>18,600.10</u>
Balance Needed to Purchase .....		refund	<u>1,896.31</u>

### EXPENSES:

Columbia County Sheriff - Costs .....	\$	<u>346.62</u>	
Poundage .....		<u>3,500.02</u>	
Newspaper .....	\$		<u>3,846.64</u>
Printing .....			<u>332.66</u>
Solicitor .....			<u>50.00</u>
Columbia County Prothonotary .....			
Columbia County Recorder of Deeds -		Deed copy work	<u>33.50</u>
		Realty transfer taxes	
		State stamps	<u>359.32</u>
Tax Collector ( North Centre Township )			<u>12,034.67</u>
Columbia County Tax Assessment Office.... Delinquent			<u>42.00</u>
State Treasurer ..... DSTE			<u>5.00</u>
Other: <u>Tax Claim</u>			

TOTAL EXPENSES: \$ 16,703.79

Total Needed to Purchase	\$	<u>16,703.79</u>
Less Expenses		<u>16,703.79</u>
Net to First Lien Holder		-----
Plus Deposit		<u>18,600.10</u>
Refund Total to First Lien Holder	\$	<u>1,896.31</u>

Sheriff's Office, Bloomsburg, Pa.  
 Columbia County

So answers

Harry A. Roadarmel

Sheriff

C & M ABSTRACT COMPANY  
40 WEST MAIN STREET  
BLOOMSBURG, PA 17815

737

60-5610  
313

April 28, 1992

PAY  
TO THE  
ORDER OF Sheriff of Columbia County

\$ 1,750.01

One Thousand Seven Hundred Fifty and 01/100 DOLLARS

**THE BANK**

FOR Ferro to Dodge

*Chamberlain*

⑈000737⑈ ⑆031300562⑆ ⑆3009⑈523⑈6⑈



60-56  
313

CHECK NO.

00274629

274629

PAY TO THE ORDER OF [REDACTED] DATE 04-24-92 CHECK NO. 274629

*[Signature]*

CASHIER FINANCIAL OFFICER

⑈274629⑈ ⑆031300562⑆ 4056⑈0166665⑈ 17

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY  
CIVIL ACTION

FIRST EASTERN BANK, N.A.,	:	NO. 295-CIVIL-1991
	:	
Plaintiff	:	
	:	
VS.	:	CIVIL TERM, 1991
	:	
D. JOSEPH FERRO and	:	
KATHLEEN T. FERRO, his wife,	:	
	:	
Defendants	:	

.....

ASSIGNMENT OF BID RIGHTS UNDER  
SHERIFF'S EXECUTION SALE

FIRST EASTERN BANK, N.A., hereinafter called Assignor, for and in consideration of the sum of \$191,506.74, receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto <sup>JEN</sup>CLEON DODGE and MARCIA DODGE, his wife, 10413 Fair Oaks, Columbia, MD 21044, all of its right, title and interest in and to the property more fully described in the list attached hereto, made a part hereof and marked Exhibit "A" under the bid knocked down to Assignor at the execution sale in the Court of Common Pleas of Columbia County, Pennsylvania, on March 26, 1991, in the above captioned proceedings.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal, this 28<sup>th</sup> day of April, 1992, Intending thereby to be legally bound.

Austin J. Ambrosino, AVR (SEAL)

WITNESSED BY:

Fugene Madsen, AC

Theresa A. Kluchak, AVP (SEAL)

### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike;

THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike;

THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike;

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike;

THENCE 62 degrees 39 minutes 11 seconds west 122.60 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et ux, and



lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beighline, R.S., dated September 30, 1976.

BEING the same premises conveyed to D. Joseph Ferro and Kathleen T. Ferro, his, wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF ~~LUZERNE~~ Columbia : SS.

I, Austin J. Ambrosino, being duly sworn, deposes and says that I am an Assistant Vice President of First Eastern Bank, N.A. and am duly authorized to make this Affidavit on its behalf. I verify the Assignment of Bid Rights Under Sheriff's Execution Sale are true and correct to the best of my information and knowledge.

Austin J. Ambrosino AJS  
AUSTIN J. AMBROSINO

Sworn to and subscribed  
before me this 28<sup>th</sup> day  
of April, 1992

Jose M. Matash  
NOTARY PUBLIC

NOTARIAL SEAL  
JOSE M. MATASH, Notary Public  
Town of Bloomsburg, Columbia Co., Pa.  
My Commission Expires Dec. 25, 1995

# SHERIFF'S SALE - COSTS SHEET

FIRST EASTERN BANK N.A.

VS. D. Joseph Ferro and Kathleen T. Ferro

NO. 5 of 1992 E.D. NO. 295 of 1991 J.D. DATE OF SALE March 26, 1992  
10:00 A.M.

DOCKET & LEVY	\$ 14.00
SERVICE	147.00
MAILING	34.62
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.00
MILEAGE	19.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER COPIES 26 AT \$3.00	78.00

TOTAL . . . . . \$ 346.62

PRESS-ENTERPRISE, INC.	\$ 330.66
HENRIE PRINTING	40.00
SOLICITOR'S SERVICES	

TOTAL . . . . . \$ 370.66

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	
	OTHER	

TOTAL . . . . . \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	13.30
	OTHER	

TOTAL . . . . . \$ 33.30

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 19	19	\$ 359.32
SCHOOL TAXES, DISTRICT		
DELINQUENT TAXES, 19	19, 19, 19, 19	12,634.67

TOTAL . . . . . \$ 12,392.49

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

TOTAL . . . . . \$

SURCHARGE FEE: (STATE TREASURER) TOTAL . . . . . \$ 42.00

MISCELLANEOUS:	TAX 5.00	\$ 5.00
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TOTAL . . . . . \$

TOTAL COSTS . . . . . \$ 13,203.77



SHERIFF'S SALE REAL ESTATE  
FINAL COST SHEET

First Eastern Bank N.A.

VS D. Joseph Ferro and Kathleen T. Ferro

NO. 5 of 1992

E.D.

NO. 295 of 1991

J.D.

DATE OF SALE: March 26, 1992 10:00 A.M.

BID PRICE ( INCLUDES COSTS )

\$ 145,001.<sup>00</sup>

POUNDAGE 2% BID PRICE

\$ 3,500.<sup>02</sup>

TRANSFER TAX 2% BID PRICE

\$                     

MISC. COSTS

\$                     

TOTAL NEEDED TO PURCHASE

\$ 178,501.<sup>02</sup>

PURCHASER(S) :

FIRST EASTERN BANK N.A.

ADDRESS :

1ST EASTERN PLAZA, Public Sq., Wilkes-Barre, Pa

NAME(S) ON DEED:

SAME

PURCHASER(S) SIGNATURE(S) :

JEFFREY S. NEWMAN, Esq.  
NOOT, APPLETON, WEINBERGER, WREN, PC.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE

\$ 178,501.<sup>02</sup>

LESS DEPOSIT

\$ 750.<sup>00</sup>

DOWN PAYMENT

\$ 17,850.<sup>10</sup>

AMOUNT DUE IN

EIGHT DAYS

\$ 159,900.<sup>92</sup>

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

FIRST EASTERN BANK N. A. VS D. Joseph Ferro and Kathlee T. Ferro'

NO. 5 of 1992 E.D. NO. 295 of 1991 J.D.

DATE OF SALE: March 26, 1992 10:00 A.M.

BID PRICE ( INCLUDES COSTS )

\$ 175,001.<sup>00</sup>

POUNDAGE 2% BID PRICE

\$ 3,500.<sup>02</sup>

TRANSFER TAX 2% BID PRICE

\$                     

MISC. COSTS

\$ ~~13,202.72~~

TOTAL NEEDED TO PURCHASE

178,501.02  
\$ ~~191,704.74~~

PURCHASER(S) : FIRST EASTERN BANK N.A.

ADDRESS : 1ST EASTERN PLAZA, Public Square, Wilkes-Barre, Pa.

NAME(S) ON DEED: SAME

PURCHASER(S) SIGNATURE(S) : JEFFREY S. NEWMAN, ESQ.  
LOGI, APPLETON, WEINBERGER & LOREN, P.C.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE	\$ <u>178,501.02</u>
LESS DEPOSIT	\$ <u>750.<sup>00</sup></u>
DOWN PAYMENT	\$ <u>178,501.02</u>
AMOUNT DUE IN EIGHT DAYS	\$ <u>159,900.92</u>

# SHERIFF'S SALE

## Distribution Sheet

FIRST EASTERN BANK N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
 NO. 295 of 1991 JD DATE OF SALE: March 26, 1992 10:00 A.M.  
 NO. 5 of 1992 ED

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) March 26, 1992 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to First Eastern Bank, N.A. for the price or sum of Sixteen Thousand, Seven Hundred, Three 79/100 Dollars, being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 175,001.00	
Poundage .....	3,500.02	
Transfer Taxes .....		
Total Needed to Purchase .....		\$ 16,703.79
Amount Paid Down .....		18,600.10
Balance Needed to Purchase .....	refund	1,896.31

### EXPENSES:

Columbia County Sheriff - Costs .....	\$ 346.62	
Poundage .....	3,500.02	\$ 3,846.64
Newspaper .....		332.66
Printing .....		
Solicitor .....		50.00
Columbia County Prothonotary .....		
Columbia County Recorder of Deeds -	Deed copy work	33.50
	Realty transfer taxes	
	State stamps	
Tax Collector ( North Centre Township )		359.32
Columbia County Tax Assessment Office Delinquent .....		12,034.67
State Treasurer DSIE .....		42.00
Other: Tax Claim .....		5.00

TOTAL EXPENSES: \$ 16,703.79

	Total Needed to Purchase	\$ 16,703.79
	Less Expenses	16,703.79
	Net to First Lien Holder	
	Plus Deposit	18,600.10
Refund	Total to First Lien Holder	\$ 1,896.31

Sheriff's Office, Bloomsburg, Pa.

So answers

Columbia County

Harry A. Roadarmel

Sheriff



10-447997219

10-86  
220

REMITTER FERRO SHERIFF SALE

PAY  
TO THE  
ORDER OF

\* SHERIFF OF COLUMBIA COUNTY

DATE

03/26/92

AMOUNT

\$\$\$17850.10

1E\*\*\*17850 DOLLARS 10 CENTS

DRAWER: FIRST EASTERN BANK

AUTHORIZED SIGNATURE

TO CITIBANK (NEW YORK STATE): BUFFALO, N.Y.

⑆022000868⑆ 8⑈404313 447997219

OFFICIAL CHECK

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

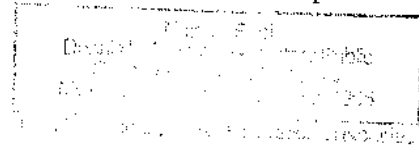
Larraine Kreischer, Publisher's Assistant, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established 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 March 12, 1992, exact as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Larraine Kreischer

Sworn and subscribed to before me this 19th day of MARCH, 1992

R. E. C. C. C.  
(Notary Public)

My Commission Expires



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



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
DEPT. 280946  
HARRISBURG, PA 17128-0946

# **PRIORITY CLAIM FOR SHERIFFS SALE**

Please Print or Type

EXEMPTION NUMBER	5 of 1992 E.D.
DATE OF SALE	03-26-92
AMOUNT	\$26,541.78

MR HARRY A ROADARMER JR  
SHERIFF OF COLUMBIA COUNTY  
SHERIFFS OFFICE  
BLOOMSBURG PA 17815

CORPORATION TAX FILE (BOX) NUMBER
EMPLOYER EIN
SALES TAX LICENSE NUMBER
19-056305
SOCIAL SECURITY NUMBER

DEFENDANT D Joseph Ferro

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

The PA Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, **et seq**). Tax liens were filed with the Prothonotary of Columbia County.

- ☒ Sales and Use Tax or  
☐ Employer Withholding Tax  
☐ Pennsylvania Personal Income Tax

The PA Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

☐ Corporation Taxes

## STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
S & U	05-31-91	7171991	\$ 2,340.24
	04-21-89	396-89	4,384.27
	04-27-88	008800457	246.62
	07-28-87	008700794	27.37
	12-03-87	008701342	11,003.66
	12-03-87	00880372	5,835.00
	02-03-88	008800137	273.19
	12-03-87	008701342	2,431.43

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS my hand and the seal of the Department of

DIRECTOR, BUREAU OF COMPLIANCE

SECRETARY OF REVENUE

Revenue this 24th day of February, 19 92

Eileen H. McNulty

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI  
JOHN H. APPLETON  
JERRY J. WEINBERGER  
MYLES R. WREN\*

TELEPHONE 717-963-8880

TELECOPIER 717-963-9372

DONALD J. FENDRICK  
COUNSEL TO THE FIRM

MORRIS I. RAUB\*\*  
JOHN T. CLARY, JR.  
ANDREW J. KATSOCK, II\*\*  
DOUGLAS P. THOMAS  
JEFFREY S. NEWMAN

CLARKS GREEN OFFICE:  
112 N. ABINGTON ROAD  
CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

February 19, 1992

\*ALSO MEMBER OF NEW YORK BAR  
\*\*ALSO MEMBER OF NEW JERSEY BAR

Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

Attention: Deputy Dent  
Sheriff's Office

RE: FIRST EASTERN BANK, N.A.  
VS: FERRO  
NO. 295 CIV-1991  
OUR FILE: 20583

Dear Deputy Dent:

Enclosed please find a signed Affidavit along with an attached letter sent to a Creditor in the above captioned foreclosure matter.

If you have any questions concerning same, please do not hesitate to contact me.

Sincerely,

NOGI, APPLETON, WEINBERGER & WREN, P.C.

  
ARLENE JACOBS, PARALEGAL

AJ/jz  
Enclosure

AFFIDAVIT

THIS IS TO CERTIFY that I mailed to the Creditors the attached letter, notifying them of the time and place of the mortgage foreclosure sale, by placing same in the United States Mail, postage prepaid, on the 18th day of February, 1992. United States Postal Service, Certificate of Mailings are attached as proof of mailing to each of the creditors.

ARLENE JACOBS, PARALEGAL

Sworn to and subscribed  
before me this 18<sup>th</sup> day  
of February, 1992.

*Joanne Lynn Bazzano*  
NOTARY PUBLIC  
NOTARIAL SEAL  
JOANNE LYNN BAZZANO, Notary Public  
Scranton, Lackawanna County  
My Commission Expires JAN. 4, 1993



**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI  
JOHN H. APPLETON  
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112 N. ABINGTON ROAD  
CLARKS GREEN, PA 18411  
TELEPHONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR  
\*\*ALSO MEMBER OF NEW JERSEY BAR

February 14, 1992

INTERNAL REVENUE SERVICE  
Department of the Treasury  
P.O. Box 12051  
Philadelphia, Pennsylvania 19105

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Judgment against D. Joseph Ferro and Kathleen T. Ferro. That Judgment is in default and has been reduced to a Judgment Foreclosure. We are in the process of foreclosing on that Judgment and the property, subject to that Judgment, which is located in at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania.

Please be advised that in reviewing our search, we have found that a Judgment exist in favor of yourself. I have attached a copy of my search for your records identifying the date and place of the Notice of Lien. The same of which was filed in Columbia County, Pennsylvania.

I have enclosed a copy of the description of the real of property, along with a copy of our Judgment dated the 6th day March, 1991.

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
VS. : CIVIL ACTION - LAW  
D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife, :  
Defendants : NO. 295 - CIVIL - 1991  
.....

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF LACKAWANNA :

THIS IS TO CERTIFY that I mailed to the Creditors the attached letter, notifying them of the time and place of the mortgage foreclosure sale, by placing same in the United States Mail, postage prepaid, on the 14th day of February, 1992. United States Postal Service, Certificate of Mailings are attached as proof of mailing to each of the creditors.

NOGI, APPLETON, WEINBERGER & WREN, P.C.

ARLENE JACOBS, PARALEGAL

Sworn to and subscribed  
before me this 14th day  
of February, 1992.

Anne Marie Bartosh  
NOTARY PUBLIC

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

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DOUGLAS P. THOMAS  
JEFFREY S. NEWMAN

February 13, 1992

\*ALSO MEMBER OF NEW YORK BAR  
\*\*ALSO MEMBER OF NEW JERSEY BAR

FENSTEMAKER & SONS  
R.D. #4, Box 4705  
Berwick, Pennsylvania 18603

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. That Mortgage is in default and have been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 26th day of March, 1992. The sale date may be continued for an approximate thirty (30) day period without additional notice to Creditors.

Please be advised that in reviewing the records we have found that a Mortgage/Judgment/Lien exist in favor of yourself. If you wish to protect your position and not have your Mortgage/Judgment/Lien extinguished, you should be in attendance at the Columbia County Courthouse, Bloomsburg, PA., before 10:00 A.M., on the date above set for sale. If you do not attend your position will be subject to divestment by virtue of the Mortgage Foreclosure.

Sincerely,

NOGI, APPLETON, WEINBERGER & WREN P.C.

  
MYLES R. WREN, ESQUIRE

MRW/aj

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

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DONALD J. FENDRICK  
COUNSEL TO THE FIRM

CLARK'S GREEN OFFICE:  
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CLARK'S GREEN, PA 18411

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JEFFREY S. NEWMAN

February 13, 1992

\*ALSO MEMBER OF NEW YORK BAR

\*\*ALSO MEMBER OF NEW JERSEY BAR

FIRST NATIONAL BANK OF BERWICK  
111 West Front Street  
Berwick, Pennsylvania 18603

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. That Mortgage is in default and have been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 26th day of March, 1992. The sale date may be continued for an approximate thirty (30) day period without additional notice to Creditors.

Please be advised that in reviewing the records we have found that a Mortgage/Judgment/Lien exist in favor of yourself. If you wish to protect your position and not have your Mortgage/Judgment/Lien extinguished, you should be in attendance at the Columbia County Courthouse, Bloomsburg, PA., before 10:00 A.M., on the date above set for sale. If you do not attend your position will be subject to divestment by virtue of the Mortgage Foreclosure.

Sincerely,

NOGI, APPLETON, WEINBERGER & WREN P.C.

  
MYLES R. WREN, ESQUIRE

MRW/aj

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI  
JOHN H. APPLETON  
JERRY J. WEINBERGER  
MYLES R. WREN\*

TELEPHONE 717-963-8880

TELECOPIER 717-963-9372

DONALD J. FENDRICK  
COUNSEL TO THE FIRM

MORRIS I. RAUB\*\*  
JOHN T. CLARY, JR.  
ANDREW J. KATSOCK, III\*\*  
DOUGLAS P. THOMAS  
JEFFREY S. NEWMAN

CLARKS GREEN OFFICE:  
112 N. ABBINGTON ROAD  
CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

February 13, 1992

\*ALSO MEMBER OF NEW YORK BAR

\*\*ALSO MEMBER OF NEW JERSEY BAR

COMMONWEALTH OF PENNSYLVANIA

Department of Revenue

Bureau of Compliance

P.O. Box 8901

Harrisburg, Pennsylvania 17105-8901

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. That Mortgage is in default and have been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 26th day of March, 1992. The sale date may be continued for an approximate thirty (30) day period without additional notice to Creditors.

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Sincerely,

NOGI, APPLETON, WEINBERGER & WREN P.C.

  
MYLES R. WREN, ESQUIRE

MRW/aj

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

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February 13, 1992

CLARKS GREEN OFFICE:  
112 N. ABINGTON ROAD  
CLARKS GREEN, PA 18411  
TELEPHONE 717-586-0358

\*ALSO MEMBER OF NEW YORK BAR

\*\*ALSO MEMBER OF NEW JERSEY BAR

WILLIAM L. HIXSON

R.D. #1

Berwick, Pennsylvania 18603

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

Dear Sir or Madam:

Please be advised that FIRST EASTERN BANK, N.A., filed a Mortgage against D. Joseph Ferro and Kathleen T. Ferro. That Mortgage is in default and have been reduced to a Mortgage Foreclosure. We are in the process of foreclosing on that Mortgage and the property, subject to that Mortgage, which is located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is now listed for Judicial Sheriff's Sale. The sale is scheduled for the 26th day of March, 1992. The sale date may be continued for an approximate thirty (30) day period without additional notice to Creditors.

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Sincerely,

NOGI, APPLETON, WEINBERGER & WREN P.C.

MYLES R. WREN, ESQUIRE

MRW/aj

**NOGI, APPLETON, WEINBERGER & WREN, P. C.**

ATTORNEYS AT LAW

415 WYOMING AVENUE

SCRANTON, PENNSYLVANIA 18503

JACOB I. NOGI  
JOHN H. APPLETON  
JERRY J. WEINBERGER  
MYLES R. WREN\*

TELEPHONE 717-963-8880

TELECOPIER 717-963-9372

DONALD J. FENDRICK  
COUNSEL TO THE FIRM

CLARKS GREEN OFFICE:  
112 N. ABINGTON ROAD  
CLARKS GREEN, PA 18411

TELEPHONE 717-586-0358

MORRIS I. RAUB\*\*  
JOHN T. CLARY, JR.  
ANDREW J. KATSOCK, II\*\*  
DOUGLAS F. THOMAS  
JEFFREY S. NEWMAN

February 13, 1992

\*ALSO MEMBER OF NEW YORK BAR  
\*\*ALSO MEMBER OF NEW JERSEY BAR

SEARS & ROEBUCK CO.  
P.O. Box 126  
Catwsaugua, Pennsylvania 18032

RE: FIRST EASTERN BANK, N.A.  
VS: D. JOSEPH FERRO and  
KATHLEEN T. FERRO, his wife  
NO. 295 - CIV - 1991  
Our File No. 20533

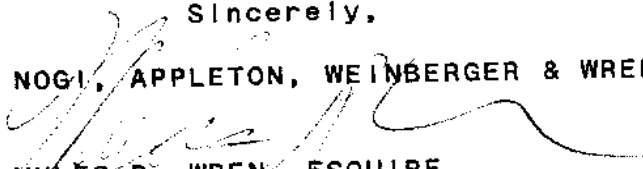
Dear Sir or Madam:

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Sincerely,

NOGI, APPLETON, WEINBERGER & WREN P.C.

  
MYLES R. WREN, ESQUIRE

MRW/aj

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
  - ☐ Restricted Delivery
- Consult postmaster for fee. **5**

3. Article Addressed to:

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

4a. Article Number

**P 373 529 573**

4b. Service Type

- ☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

**FEB 12 1992**

PS Form 3811, October 1990

U.S. GPO: 1990-273-861

**DOMESTIC RETURN RECEIPT****SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
  - ☐ Restricted Delivery
- Consult postmaster for fee. **5**

3. Article Addressed to:

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

4a. Article Number

**P 373 529 570**

4b. Service Type

- ☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

5. Signature (Addressee)

6. Signature (Agent)

**FEB 12 1992**

PS Form 3811, October 1990

U.S. GPO: 1990-273-861

**DOMESTIC RETURN RECEIPT****DOMESTIC RETURN RECEIPT**

U.S. GPO: 1990-273-861

PS Form 3811, October 1990

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

6. Signature (Agent)

5. Signature (Addressee)

**DEPARTMENT OF JUSTICE**

**FEB 13 1992**

Washington, D.C. 20530  
U.S. Department of Justice  
Attorney General

7. Date of Delivery

4a. Article Number

**P 373 529 568**

4b. Service Type

☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

3. Article Addressed to:

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

**SENDER:****SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

D. Joseph Ferro  
Kathleen T. Ferro  
RD#2 Box 431 C  
Berwick, Pa. 18603

4a. Article Number

**P 373 530 288**

4b. Service Type

☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

**FEB 13 1992**

5. Signature (Addressee)

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

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

First National Bank of  
Berwick  
111 West Front Street  
Berwick, Pa. 18603

4a. Article Number

**P 373 529 562**

4b. Service Type

☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery

**FEB 13 1992**

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



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

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

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

6. Signature (Agent)  
*Brad Kanover*

5. Signature (Addressee)

4a. Article Number  
P 373 529 574

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

7. Date of Delivery

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

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

6. Signature (Agent)  
*Thomas C. Zerbe Jr.*

5. Signature (Addressee)  
*Thomas C. Zerbe Jr.*

4a. Article Number  
P 373 529 569

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

7. Date of Delivery  
12-12-92

8. Addressee's Address (Only if requested and fee is paid)  
Harrisburg, Pa. 17120  
Fourth and Walnut Sts.  
Deputy Attorney General  
Collections Unit

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

6. Signature (Agent)  
*James F. Schmalzer*

5. Signature (Addressee)  
*James F. Schmalzer*

4a. Article Number  
P 373 529 563

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

7. Date of Delivery  
2-12-92

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

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

6. Signature (Agent)  
*Pauline M. Groshek*

5. Signature (Addressee)  
*Pauline M. Groshek*

4a. Article Number  
P 373 529 575

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

7. Date of Delivery  
2-12-92

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

**SENDER:**

- Complete items 1 a and 2 for additional services.
  - Complete items 3, a, b, 4a & b.
  - Print your name and address on the reverse of this form so that we can return this card to you.
  - Attach this form to the front of the mailpiece, or on the back if space does not permit.
  - Write "Return Receipt Requested" on the mailpiece next to the article number.
1. ☐ Addressee's Address  
2. ☐ Restricted Delivery **5**  
Consult postmaster for fee.

3. Article Addressed to:

4a. Article Number

P 373 529 572

Small Business Administration

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

b. Service Type

☐ Registered☐ Insured☒ Certified☐ COD☐ Express Mail☐ Return Receipt for☐ Merchandise

7. Date of Delivery

FEB 12 1992

5. Signature (Addressee)

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

6. Signature (Agent)

*William L. Hixson*

PS Form 3811, October 1990

U.S. GPO: 1990-273-861

**DOMESTIC RETURN RECEIPT****SENDER:**

- Complete items 1 a and 2 for additional services.
  - Complete items 3, a, b, 4a & b.
  - Print your name and address on the reverse of this form so that we can return this card to you.
  - Attach this form to the front of the mailpiece, or on the back if space does not permit.
  - Write "Return Receipt Requested" on the mailpiece next to the article number.
1. ☐ Addressee's Address  
2. ☐ Restricted Delivery **5**  
Consult postmaster for fee.

3. Article Addressed to:

4a. Article Number

P 373 530 290

William L. Hixson  
RD#1  
Berwick, Pa. 18603

4b. Service Type

☐ Registered☐ Insured☒ Certified☐ COD☐ Express Mail☐ Return Receipt for☐ Merchandise

7. Date of Delivery

FEB 12 1992

5. Signature (Addressee)

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

6. Signature (Agent)

*William L. Hixson*

PS Form 3811, October 1990

U.S. GPO: 1990-273-861

**DOMESTIC RETURN RECEIPT**

back if space does not permit.

• Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Acting United States  
Attorney James West  
P.O. Box 309  
Scranton, Pa. 18501

2. ☐ Restricted Delivery  
Consult postmaster for fee.

4a. Article Number  
P 373 529 567

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

7. Date of Delivery

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

FEB 10 1992

3. Signature (Addressee)

3. Signature (Agent)

PS Form 3811, October 1990

\*U.S. GPO: 1990-273-861

DOMESTIC RETURN RECEIPT

• Complete items 3 and 4a & b.

• Print your name and address on the reverse of this form so we can return this card to you.

• Attach this form to the front of the mailpiece, or on the back if space does not permit.

• Write "Return Receipt Requested" on the mailpiece next to the article number.

3. Article Addressed to:

Sears & Roebuck Co.  
P.O. Box 126  
Catwsaugna, Pa. 18032

4a. Article Number  
P 373 529 564

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

7. Date of Delivery  
2-13-92

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

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

\*U.S. GPO: 1990-273-861

DOMESTIC RETURN RECEIPT

ENDER:  
Complete items 3 and 4a & b.  
Print your name and address on the reverse of this form so we can return this card to you.  
Attach this form to the front of the mailpiece, or on the back if space does not permit.  
Write "Return Receipt Requested" on the mailpiece next to the article number.

Article Addressed to:

Internal Revenue Service  
District Director  
600 Arch Street  
Philadelphia, Pa.

5. Signature (Addressee)

6. Signature (Agent)

PS Form 3811, October 1990

\*U.S. GPO: 1990-273-861

DOMESTIC RETURN RECEIPT

ENDER:  
Complete items 3 and 4a & b.  
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Attach this form to the front of the mailpiece, or on the back if space does not permit.  
Write "Return Receipt Requested" on the mailpiece next to the article number.

Article Addressed to:

Internal Revenue Service  
Department of the Treasury  
P.O. Box 12051  
Philadelphia, Pa. 19105

Signature (Addressee)

Signature (Agent)

Form 3811, October 1990

\*U.S. GPO: 1990-273-861

DOMESTIC RETURN RECEIPT

# LIEN CERTIFICATE

DATE February 13, 1992

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

in Centre North Twp. are as follows:

Owner or Reputed Owner: Ferro, Joseph D. & Kathleen I.

Former Owner: Not In Computer System

Parcel No. 11-07-35-2

Description 4.98 Acres

YEAR	TOTAL
1987	2,529.43
1988	2,513.16
1989	2,513.77
1990	2,241.86
1991	2,236.45
TOTAL	12,034.67

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

Requested by: Columbia County Sheriff's Department

Fee: \$5.00

P 5-4-92

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long  
Director

*5/26/92 Sale*

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

May 4, 1992

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

Dear Sir:

Enclosed is CK#4159 in the amount of \$332.66, which represents payment for the advertising of the Sheriff's Sale No. 5 of 1992, First Eastern Bank, N.A. Vs D. Joseph Ferro and Kathleen T. Ferro, his wife.

Thank you very much.

Sincerely,

J.W. Dent  
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA 17815

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

May 4, 1992


Mr. Myles R. Wren, Esquire  
240 Penn Ave.,  
Scranton, Pa. 18503

Dear Sir:

Enclosed is CK#4165 in the amount of \$1,896.31, which represents a refund from the advanced paid funds for the Sheriffs Sale No. 5 of 1992, First Eastern Bank, N.A. Vs D. Joseph Ferro and Kathleen T. Ferro, his wife.

If you have any questions, please contact us. Thank you very much for your assistance.

Sincerely,

  
J.W. Dent  
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

May 4, 1992

Mrs. Pauline M. Groshek  
North Centre Township Tax Collector  
RR#2 Box 2463  
Berwick, Pa. 18603

Dear Mrs. Groshek:

Enclosed is CK#4161 in the amount of \$359.32, which represents payment for the Tax's on the Ferro property. This money was collected as the results of the Sheriff's Sale.

If you have any questions, please contact us.

Sincerely,

  
J.H. Dent  
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

May 4, 1992


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

Dear Sir:

Enclosed is CK#4160 in the amount of \$50.00, which represents payment for the legal work for the Sheriff's Sale No. 5 of 1992 on First Eastern Vs Ferro.

Thank you very much.

Sincerely,

  
J.H. Dent  
Deputy Sheriff





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

February 19, 1992

ERNEST D. PREATE, Jr.  
ATTORNEY GENERAL

Reply To:

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

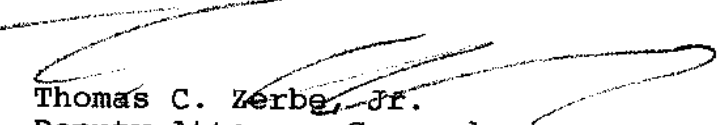
Harry A. Roadarmel, Jr., Sheriff  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

In re: D. Joseph Ferro and Kathleen T. Ferro

Dear Sheriff Roadarmel:

D. Joseph Ferro has a liability to the Commonwealth for sales tax of \$26,320.19 as of 2/12/92. I enclose copies of liens. There is also a liability to the Bureau of Lottery last reported to me 9/20/89 as \$1,889.93. My file indicates this claim includes Kathleen Ferro, though I do not have liens in my file.

Very truly yours,

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

TCZ/pym  
Enclosure

APR 19 1988



DOCKET # 4551 1988

DATE \_\_\_\_\_

FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA**  
19-05630-5

COUNTY, PENNSYLVANIA  
JC 8816-0103

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS

**FERRARO, JOSEPH**

**T/A BREWERS OUTLET  
1647 W FRONT ST  
BERMICK**

**PA 18603**

**CERTIFIED COPY OF LIEN**

TO THE PROTHONOTARY OF SAID COURT  
Pursuant to the laws of the Commonwealth of Pennsylvania  
there is hereby transmitted a Certified Copy of a Lien  
to be entered of record in your County.

BY BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105-8901

CLASS OF TAX	TAX PERIOD (OR DUE DATE)	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IDENTIFYING NUMBER	TAX	TOTAL
5 6 U	11/01/87 11/30/87	01/22/88	LU-51246	34.80	221.86
TOTALS				34.80	221.86
INTEREST COMPUTATION DATE <u>09/03/88</u>				FILING FEES	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

APR 27 10 14 AM '88

The undersigned the Secretary of Revenue or his duly authorized representative of the Commonwealth of Pennsylvania  
certifies this to be a true and correct copy of a lien against the above named taxpayer for unpaid tax interest additions or  
penalties and which after demand for payment there remains unpaid. The amount of such  
liens is hereby certified to the Commonwealth of Pennsylvania for the taxpayer's property.

APR 20 1988

RETURNED TO THE DEPARTMENT OF REVENUE

12/4/87  
AUG 20 1987



DOCKET # 1342-1987  
DATE 12-3-87  
FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA** COUNTY, PENNSYLVANIA  
**19-05630-5** **JC 8708-6159**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS

**FERRIO, JOSEPH**  
**T/A BREWERS OUTLET**  
**1647 N FRONT ST**  
**BERWICK PA 18603**

**CERTIFIED COPY OF LIEN**

NOTICE: THE NOTARY IN LIAISON COURT  
has signed this document in the Commonwealth of Pennsylvania.  
This document represents a certified copy of a Lien  
as determined by the Court of Common Pleas.

BY: BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105 8901

ASSESSOR TAX	TAX PERIOD THRU DATE	DATE OF ASSESSMENT DETERMINATION (OR SETTLEMENT)	IDENTIFYING NUMBER	TAX	TOTAL
S & U	11/01/86 11/30/86	05/13/87	LU-73120	4,435.75	6,528.00
S & U	02/01/87 02/28/87	05/13/87	LU-73121	3,080.70	4,002.30
S & U	01/01/87 01/31/87	05/13/87	LU-73122	3,269.22	4,433.29
S & U	12/01/86 12/31/86	05/13/87	LU-73123	5,135.04	7,259.60
10/05/87 TOTALS				15,920.71	22,223.19
				FILING FEES	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

18-2-12-87

MAY 21 1987



DOCKET # 794-1987

DATE \_\_\_\_\_

FEES \_\_\_\_\_

REV. 15-1-86 (7-86)

COURT OF COMMON PLEAS OF **COLUMBIA**  
19-05630-5

COUNTY, PENNSYLVANIA  
JC 8705-0255

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS

**FERRARO, JOSEPH**

**T/A BREWERS CUTLET  
1647 W FRONT ST  
BERWICK**

**PA 18603**

TO THE PROthonotary OF SAID COURT  
Pursuant to the laws of the Commonwealth of Pennsylvania,  
there is herewith transmitted a Certified Copy of a Lien  
as entered of record in your County.

**CERTIFIED COPY OF LIEN**

BY BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105 8901

CLASS OF TAX	TAX PERIOD OR DUE DATE	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IDENTIFYING NUMBER	TAX	TOTAL
S & U	08/01/86 08/31/86	02/12/87	LU-50452	4,493.38	4,844.00
S & U	09/01/86 09/30/86	02/20/87	LU-54322	3,210.20	4,866.09
INTEREST COMPUTATION DATE <u>07/06/87</u>				TOTALS	
				7,703.58	9,730.09
				FILING FEES	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

FILED  
JUN 20 10 23 AM '87  
--RECEIVED BY CLERK OF COURT--

The undersigned the Secretary of Revenue of the Commonwealth of Pennsylvania  
do hereby certify that the above named taxpayer has failed to pay the amount of such  
tax and interest thereon as shown on the return of such taxpayer and which after demand has been made has failed to pay the amount of such  
tax and interest within the period allowed by law. The undersigned further certifies that the taxpayer's property  
has been sold to satisfy the said tax and interest.

22 1987

SEP 23 1987



005100374

DOCKET # 392 1988  
 DATE 4.4.88  
 FEES 9.00

REV-159 CM - (2-86)

COURT OF COMMON PLEAS OF **COLUMBIA** COUNTY, PENNSYLVANIA  
**19-056J0-5** **JC 8709-0227**

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE

VS

**FERRO, D JOSEPH**  
**T/A BREMERS OUTLET**  
**1647 N FRONT ST**  
**BERWICK PA 18603**

TO THE PROTHONOTARY OF SAID COURT  
 Pursuant to the laws of the Commonwealth of Pennsylvania,  
 there is herewith transmitted a Certified Copy of a Lien  
 to be entered of record in your County.

**CERTIFIED COPY OF LIEN**

BY BUREAU OF COMPLIANCE  
 POST OFFICE BOX 8901  
 HARRISBURG, PA 17105 8901

CLASS OF TAX 1	TAX PERIOD OR DUE DATE 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
S & U	03/01/87 03/31/87	06/05/87	U-77267	3,401.75	4,181.30
TOTALS				3,401.75	4,181.30
INTEREST COMPUTATION DATE <u>11/05/87</u>				FILING FEES	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

The undersigned, the Secretary of Revenue or his authorized delegate of the Commonwealth of Pennsylvania  
 certifies this to be a true and correct copy of a lien against the above named taxpayer for unpaid tax, interest, additions or  
 penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such  
 unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property  
 and shall continue to be a lien until the same is paid.

**MAR 28 1988**

OCT 21 1987



DOCKET # #139-1988  
 DATE 2-3-88  
 FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA** COUNTY, PENNSYLVANIA  
 19-05630-5 JC 8710-0191

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE

VS

**FERRARO, B JOSEPH**  
**T/A BREWERS OUTLET**  
**1647 N FRONT ST**  
**BERWICK PA 18603**

TO THE PROTHONOTARY OF SAID COURT  
 Pursuant to the laws of the Commonwealth of Pennsylvania  
 there is hereby transmitted a Certified Copy of a Lien  
 to be entered of record in your County.

**CERTIFIED COPY OF LIEN**

BY: BUREAU OF COMPLIANCE  
 POST OFFICE BOX 8901  
 HARRISBURG, PA 17105-8901

CLASS OF TAX	TAX PERIOD OR DUE DATE	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT	IDENTIFYING NUMBER	TAX	TOTAL
S & U	04/01/87 04/30/87	07/04/87	LU-84218	31.56	249.17
INTEREST COMPUTATION DATE <u>12/07/87</u>				TOTALS	
				31.56	249.17
				FILING FEE (1)	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

The undersigned, the Secretary of Revenue for his authorized, designated of the Commonwealth of Pennsylvania  
 certifies this to be a true and correct copy of a lien against the above named taxpayer for unpaid tax, interest, additions or  
 penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such  
 unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property  
 real or personal, as the case may be.

**JAN 28 1988**

FEB 21 1989



396.89

 DOCKET # 396-1989  
 DATE 4-21-89  
 FEES 9.00

REV-158 CM + (9-87)

 COURT OF COMMON PLEAS OF COLUMBIA  
 19-05630-5

 COUNTY, PENNSYLVANIA  
 JC 8902-0280

 COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE

VS:

FERRO, JOSEPH

 T/A BREWERS OUTLET  
 1647 W FRONT ST  
 BERWICK

PA 13603

 TO THE PROTHONOTARY OF SAID COURT,  
 Pursuant to the laws of the Commonwealth of Pennsylvania,  
 there is herewith transmitted a Certified Copy of a Lien  
 to be entered of record in your County

## CERTIFIED COPY OF LIEN

 BY BUREAU OF COMPLIANCE  
 POST OFFICE BOX 8901  
 HARRISBURG, PA 17105-8901

CLASS OF TAX 1	TAX PERIOD (OR DUE DATE) 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
S & U	01/02/88 09/20/88	11/14/88	2-44190	2,659.10	3,417.23

INTEREST COMPUTATION DATE 04/07/89

TOTALS	2,659.10	3,417.23
FILING FEES		9.00
ADDITIONAL INTEREST		
SETTLEMENT TOTAL		

The undersigned (authorized delegate) of the Commonwealth of Pennsylvania, certifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid tax, interest, additions or penalties thereon due from such taxpayer, and which, after demand for payment thereof, remains unpaid. The amount of such unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property, real, personal, or both, as the case may be.

 SECRETARY OF REVENUE  
 OR AUTHORIZED DELEGATE

APR 12 1989

DATE

MAY 21 1987

DOCKET # 744-1987DATE 7-28-87

FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA**  
19-05630-5COUNTY, PENNSYLVANIA  
JC 8705-0255

REV-159 CM + (2-86)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS:

FERRIC, D JOSEPH

T/A BREWERS OUTLET  
1647 W FRONT ST  
BERWICK

PA 18603

TO THE PROTHONOTARY OF SAID COURT:

Pursuant to the laws of the Commonwealth of Pennsylvania,  
there is herewith transmitted a Certified Copy of a Lien  
to be entered of record in your County.

## CERTIFIED COPY OF LIEN

BY: BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105-8901

CLASS OF TAX 1	TAX PERIOD (OR DUE DATE) 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
S & U	08/01/86	02/12/87	LU-50452	4,493.38	4,844.00
S & U	08/31/86				
S & U	09/01/86	02/20/87	LU-54322	3,210.20	4,886.09
	09/30/86				
TOTALS				7,703.58	9,730.09
INTEREST COMPUTATION DATE <u>07/06/87</u>				FILING FEE(S)	9.00
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

FILED  
COMPLIANCE DIVISION OF CMPT  
JUL 28 10 23 AM '87

The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania, certifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid tax, interest, additions or penalties thereon due from such taxpayer and which, after demand for payment thereof, remains unpaid. The amount of such unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property real, personal, or both, as the case may be.

SECRETARY OF REVENUE  
OR AUTHORIZED DELEGATE

DATE

PART 2 TO BE RETURNED TO THE DEPARTMENT OF REVENUE



SEP 23 1987

DOCKET # 372 1988DATE 4-4-88FEES 2.00COURT OF COMMON PLEAS OF **COLUMBIA**  
19-05630-5COUNTY, PENNSYLVANIA  
JC 8709-0227

REV 159 CM + (2-00)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS:

**FERRO, U JOSEPH****T/A BREWERS OUTLET  
1647 N FRONT ST  
BERWICK****PA 18603**

TO THE PROTHONOTARY OF SAID COURT:

Pursuant to the laws of the Commonwealth of Pennsylvania,  
there is herewith transmitted a Certified Copy of a Lien  
to be entered of record in your County.**CERTIFIED COPY OF LIEN**BY: BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105 8901

CLASS OF TAX 1	TAX PERIOD (OR DUE DATE) 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
<b>S &amp; U</b>	<b>03/01/87 03/31/87</b>	<b>06/05/87</b>	<b>U-77267</b>	<b>3,401.78</b>	<b>4,181.30</b>  APR 4 10 24 AM '88
TOTALS				<b>3,401.78</b>	<b>4,181.30</b>
INTEREST COMPUTATION DATE <b>11/05/87</b>				FILING FEE(S)	<b>9.00</b>
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania, certifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid tax, interest, additions or penalties thereon due from such taxpayer and which, after demand for payment thereof remains unpaid. The amount of such unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property, real, personal, or both, as the case may be.

MAR 28 1988

CCT 21 1987



DOCKET # #137-1988  
 DATE 2-3-88  
 FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA** COUNTY, PENNSYLVANIA  
**19-05630-5** **JC 8710-0191**

REV-159 CM + (2-86)

COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF REVENUE

VS:

**FERRO, D JOSEPH**

**T/A BREWERS OUTLET**  
**1647 N FRONT ST**  
**BERWICK**

**PA 18603**

TO THE PROTHONOTARY OF SAID COURT.  
 Pursuant to the laws of the Commonwealth of Pennsylvania,  
 there is herewith transmitted a Certified Copy of a Lien  
 to be entered of record in your County.

**CERTIFIED COPY OF LIEN**

BY: BUREAU OF COMPLIANCE  
 POST OFFICE BOX 8901  
 HARRISBURG, PA 17103 8901

CLASS OF TAX 1	TAX PERIOD (OR DUE DATE) 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
<b>S &amp; U</b>	<b>04/01/87</b> <b>04/30/87</b>	<b>07/06/87</b>	<b>LU-84215</b>	<b>31.58</b>	<b>249.17</b>
TOTALS				<b>31.58</b>	<b>249.17</b>
INTEREST COMPUTATION DATE <b>12/07/87</b>				FILING FEES	<b>9.00</b>
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

The undersigned, the Secretary of Revenue (or his authorized delegate) of the Commonwealth of Pennsylvania,  
 certifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid tax, interest, additions or  
 penalties thereon due from such taxpayer and which, after demand for payment thereof, remains unpaid. The amount of such  
 unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property,  
 real, personal, or both, as the case may be.

**JAN 28 1988**

SECRETARY OF REVENUE

DATE

APR 19 1989

DOCKET # 4351 1988DATE 4-27-88

FEES \_\_\_\_\_

COURT OF COMMON PLEAS OF **COLUMBIA**  
19-05639-5COUNTY, PENNSYLVANIA  
JC 8816-0103

REV-159 CM + (2-86)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE

VS:

**FERRO, D JOSEPH****T/A BREWERS OUTLET  
1647 W FRONT ST  
BERMICK****PA 18603**TO THE PROTHONOTARY OF SAID COURT:  
Pursuant to the laws of the Commonwealth of Pennsylvania,  
there is herewith transmitted a Certified Copy of a Lien  
to be entered of record in your County.**CERTIFIED COPY OF LIEN**BY: BUREAU OF COMPLIANCE  
POST OFFICE BOX 8901  
HARRISBURG, PA 17105-8901

CLASS OF TAX 1	TAX PERIOD (OR DUE DATE) 2	DATE OF ASSESSMENT DETERMINATION OR SETTLEMENT 3	IDENTIFYING NUMBER 4	TAX 5	TOTAL 6
<b>S &amp; U</b>	<b>11/01/87 11/30/87</b>	<b>01/22/88</b>	<b>LU-51246</b>	<b>34.80</b>	<b>221.86</b>
TOTALS				<b>34.80</b>	<b>221.86</b>
INTEREST COMPUTATION DATE <u>06/03/88</u>				FILING FEES:	<b>9.00</b>
				ADDITIONAL INTEREST	
				SETTLEMENT TOTAL	

APR 27 10 21 AM '88

The undersigned, the Secretary of Revenue or his authorized delegate of the Commonwealth of Pennsylvania,  
certifies this to be a true and correct copy of a lien against the above-named taxpayer for unpaid tax, interest, additions or  
penalties thereon due from such taxpayer and which, after demand for payment thereof, remains unpaid. The amount of such  
unpaid tax, interest, additions or penalties is a lien in favor of the Commonwealth of Pennsylvania upon the taxpayer's property  
real, personal, or both, as the case may be.

 SECRETARY OF REVENUE  
OR AUTHORIZED DELEGATE

DATE

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 781-1991

24 HOUR PHONE  
(717) 781-6100

Mr. Myles R. Wren, Esquire  
240 Penn Ave.,  
Scranton, Pennsylvania 18503

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

VS. 5 of 1992 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Tuesday Feb. 18, 1992 POSTED A COPY OF THE SHERIFF'S SALE BILL  
ON THE PROPERTY OF D. Joseph Ferro & Kathleen T. Ferro  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY  
SHERIFF J.H. Dent.

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

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME  
THIS 19<sup>th</sup>

DAY OF February 19 92

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

**RALPH S. WEAVER**  
ATTORNEY AT LAW  
2131 MACARTHUR ROAD  
P. O. Box 203  
WHITEHALL, PENNSYLVANIA 18052

(215) ~~26X-2900~~  
433-5861

February 14, 1992

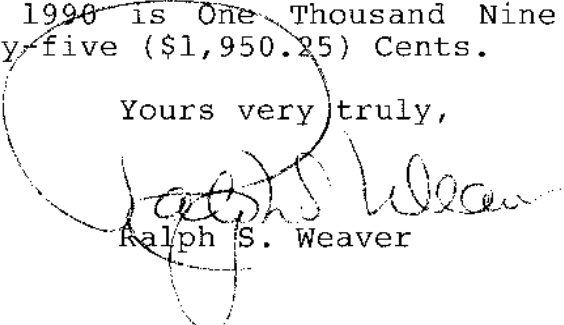
Harry A. Roadarmel, Jr., Sheriff  
Columbia County Court House  
P. O. Box 380  
Bloomsburg, PA 17815

RE: Sears, Roebuck and Company vs  
D. Joseph Ferro  
NO. 1216 of 1990

Dear Sheriff Roadarel:

Please be advised that the present balance of the above judgment entered against D. Joseph Ferro in Columbia County on October 24, 1990 is One Thousand Nine Hundred Fifty Dollars and Twenty-five (\$1,950.25) Cents.

Yours very truly,

  
Ralph S. Weaver

RSW/kad

# LIEN CERTIFICATE

DATE February 13, 1992

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

in Centre North Twp. are as follows:

Owner or Reputed Owner: Ferro, Joseph D. & Kathleen I.

Former Owner: Not In Computer System

Parcel No. 11-07-35-2

Description 4.98 Acres

<u>YEAR</u>	<u>TOTAL</u>
1987	2,529.43
1988	2,513.16
1989	2,513.77
1990	2,241.86
1991	2,236.45
<b>TOTAL</b>	<b>12,034.67</b>

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

Requested by: Columbia County Sheriff's Department

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long  
Dennis Long  
Director

# MORTGAGE

THIS MORTGAGE is made this 30th day of December 1981, between the Mortgagor D. Joseph Ferro and Kathleen J. Ferro, his wife (herein "Borrower"), and the Mortgagee, First Eastern Bank, NA, a corporation organized and existing under the laws of United States of America, whose address is 101 East Front Street, Berwick, Pennsylvania 18603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One hundred thousand dollars and no cents (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on or before October 1, 2002; this is a construction mortgage with interest only payable on funds advanced during construction for a period of nine months beginning with the month of February 1, 1982, and continuing for eight additional months thereafter; TO SECURE TO LENDER (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, State of Pennsylvania:

**PARCEL A, North Center Township:** ALL THAT CERTAIN piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows: BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely: SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike; THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike; THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike; THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike; THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike; THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike; THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike; THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike; THENCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike; THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin; THENCE along other lands of Paul J. Thomas, et ux, and lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning. CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R. S., dated September 30, 1976.

BEING a part of the premises conveyed to grantors herein by deed of Arthur Gettling, Almedia Gettling, and Ella Gettling, all unmarried, and of the Township of North Center, Columbia County, Pennsylvania, dated March 26, 1951, recorded March 29, 1951, Deed Book 152 Page 220.

**PARCEL B, Briar Creek Borough Property:** ALL THAT CERTAIN described tract or lot of land situate in the Borough of Briar Creek, County of Columbia, State of Pennsylvania, bounded and described as follows: BEGINNING at an iron pin corner on the south side of Orchard Way said point being north 88 degrees 00 minutes east a distance of 75 feet from the northeast corner of lands now or formerly owned by David McElrath and formerly James R. McElrath, Jr., et ux; THENCE along other lands formerly of the said James R. McElrath, Jr., et ux, south 13 degrees 10 minutes west a distance of 135 feet, more or less, to the north side of Sunset Drive; THENCE along the north side of Sunset Drive 160 degrees 22 minutes east a distance of 130 feet to a point on a curve to the left at the intersection of Sunset Drive and a right of way having a width of 50 feet (25 feet within the Borough of Berwick and 25 feet within the Borough of Briar Creek and known sometimes as Borough Line Road); THENCE continuing on a curve to the left along the intersection of Sunset Drive and said right of way referred to above to a point on the west side of said right of way; THENCE along the west side of said right of way (sometimes referred to as Borough Line Road) north 13 degrees 10 minutes east a distance of 160 feet, more or less, to a point on a curve to the left at the intersection of Orchard Way, and said right of way referred to above; which has the address of a. R. D. #2, Berwick, N. Center Twp. Columbia County (Street) (City) b. 2000 Orchard Way, Berwick (State and Zip Code)

...Penna... 18603... (herein "Property Address");

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

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

2nd 1st of Mt. Laurel Bank 320 Page 193 rec'd 11-18-83

BOOK 207 - 830

CONTINUATION PARCEL B, Briar Creek Borough Property: December 30, 1981,  
D. Joseph Ferro, et ux, mortgage to First Eastern Bank, NA

THENCE continuing on a curve to the left to a point on Orchard Way; THENCE  
along the south side of Orchard Way south 88 degrees 00 minutes west a distance  
of 130 feet, more or less, to an iron pin, the place of beginning.

The above description being in accordance with survey prepared by R. A. Dunn,  
dated June 1948, of development plan of Briar-Heade Village, Briar Creek,  
Pennsylvania for T. H. Welliver.



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

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

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

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

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Joseph F. Ferro

Joseph Ferro

—Borrower

Kathleen T. Ferro, his wife

—Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 30th day of December, 1981, before me, a Notary Public, the undersigned officer, personally appeared, Joseph Ferro and Kathleen T. Ferro, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires: 3/28/85.

Notary Public

Title of Officer



It is hereby certified that the precise residence address of the Mortgagee herein named is:

101 East Front Street

Berwick, Penna. 18603

W. S. D. L. L. L.

(Space Below This Line Reserved For Lender and Recorder)

Paragraph 2 hereof entitled "Funds for Taxes and Insurance" is hereby waived and no such Funds shall be established or required.

Commonwealth of Pennsylvania

ss.

County of Columbia 11:51 a.m.

Recorded on this 31st day of December

Recorder's Office of said County, in Mortgage Book

Volume

207

A.D. 1981

in the

Page 810

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

Beverly J. Michael, Acting Recorder

18. NOV 11 1981  
TAX-57.25  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
#273

BOOK 207 PAGE 814

# This Indenture,

Made the 17<sup>th</sup> day of April in the year of our Lord one thousand nine hundred and eighty five (1985)

Between D. JOSEPH FERRO, AND KATHLEEN T. FERRO, His wife, of Berwick, Columbia County, Pennsylvania,

AND

MORTGAGORS

FIRST EASTERN BANK, N.A., A CORPORATION existing and incorporated under the laws of the United States of America,

MORTGAGEE

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, First Eastern Bank, N.A. its Successors or Assigns in the sum of Ninety Thousand (\$90,000.00) Dollars, conditioned for the payment of a debt of Forty Five Thousand (\$45,000.00) Dollars,

with interest at the rate of one percent (1%) per annum above the base of First Eastern Bank, N.A. in effect from time to time hereafter, and as such rate is changed, the interest shall accrue at the new rate effective on the day of such change; provided, however, under no circumstances shall the interest charged exceed the maximum rate allowed by Pennsylvania law. Interest is to be calculated on the unpaid monthly balances until paid, payable as follows:

During the term of this obligation interest shall be paid on the 17<sup>th</sup> day of each month computed per diem on the principal advances then outstanding.

All payments received are to be applied first to payment of interest and balance to principal, with the principal payable on demand.

The mortgagors have the privilege to repay at any time without premium or fee the entire balance of principal or any part thereof.

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

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than Forty Five Thousand (\$45,000.00) Dollars and take no insurance not payable to the Mortgagee First Eastern Bank, N.A.

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagors herein, D. Joseph Ferro and Kathleen T. Ferro

and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagors herein,

Not, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagors do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike;

THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike;

THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike;

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike;

THENCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et ux, and lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R. S., dated September 30, 1976.

BEING a part of the premises conveyed to grantors herein by deed of Arthur Getling, Almedia Getling, and Ella Getling, all unmarried, and of the Township of North Center, Columbia County, Pennsylvania, dated March 26, 1951, recorded March 29, 1951, Deed Book 152 Page 220.

with the appurtenances.

To Have and to Hold to the said Mortgagee . its Successors and Assigns forever

Provided that the said Mortgagee . its Successors or Assigns upon default for  
sum or interest as agreed, or any premium of insurance, for  
days after written notice of its being due shall have been given to the Mortgagor or Rep-  
resentatives, or mailed to proper address, or upon default in the payment of any tax as-  
sessed against the said premises for one year after the first day of January next succeeding its  
assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure  
hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attor-  
ney's commission of per centum and all costs, including the costs of recording this Mortgage,  
without further stay, nor shall any waiver of this provision be held effectual, unless in writing for  
a valuable consideration.

Provided Also, However, that if the said Mortgagors , or their Representatives shall  
without default pay to the said Mortgagee , its Successors or Assigns, the said principal sum,  
with interest, and premiums, or in case of default and of legal process shall before actual sale, pay  
the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby  
granted, and the said Obligation shall become void.

Witness the hand

and seal of the said Mortgagor

Signed, Sealed and Delivered  
in the presence of

*E. W. Wilson*

*JOSEPH FERRO*

*KATHLEEN T. FERRO*

State of PENNSYLVANIA  
County of COLUMBIA

On this, the 17th day of April A. D. 1985, before me  
Cynthia F. Beagle, the undersigned Officer,  
personally appeared D. Joseph Ferro & Kathleen T. Ferro  
known to me (or satisfactorily proven) to be the person whose name subscribed to the within  
instrument, and acknowledged that they executed the same for the purposes therein contained.  
In Witness Whereof, I hereunto set my hand and official seal.

*Cynthia F. Beagle*  
CYNTHIA F. BEAGLE, NOTARY PUBLIC  
BLOOMSBURG, COLUMBIA COUNTY, PA  
MY COMMISSION EXPIRES JUNE 30, 1988  
Member, Pennsylvania Association of Notaries

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest  
in this Mortgage.

101 EAST FRONT ST. BERWICK, PA 17603

Attorney for 1ST EASTERN BANK N.A.

#349  
REC'D BY RECORDER  
COLUMBIA CO. PA  
TAX 50. FEE 13.00  
APR 19 2 28 PM '85  
Bank.

Number  
Mortgage  
To A Corporation  
D. JOSEPH FERRO and  
KATHLEEN T. FERRO his wife  
To  
FIRST EASTERN BANK N.A.  
Dated 19  
Upon  
To secure \$  
Payable

Commonwealth of Pennsylvania  
County of Columbia 2:28pm

Recorded on this 19th day of April A. D. 1985, in the Re-  
corder's Office of the said County in Mortgage Book Rec Volume 346 Page 847  
Given under my hand and seal of the said Office, the date above written.

*Beverly J. Michael* Recorder  
*Nedine M. Schmit, Dep*

BOOK 346 PAGE 850

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

TELETYPE UNIT  
(717) 784-6100

Mr. Myles R. Wren, Esquire  
240 Penn Ave.,  
Scranton, Pennsylvania 18503

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

NO. 5 of 1992 E.D.

WRIT OF EXECUTION-MORTGAGE  
FORE CLOSURE

SERVICE ON D. Joseph Ferro

ON February 11, 1992 AT 12:50 P.M. , A TRUE AND ATTESTED COPY  
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN  
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

D. Joseph Ferro , At RD#2 Box 431 C, Berwick, Pa.  
18603 BY DEPUTY SHERIFF J.H. Dent

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

D. Joseph Ferro

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME.

THIS

DAY OF February 1992

James H. Kline, Deputy  
JAMES H. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

SHERIFF



HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

FILED  
(217) 284-1991

2130109-110000  
(217) 284-6100

Mr. Myles R. Wren, Esquire  
240 Penn Ave.,  
Scranton, Pennsylvania 18503

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

NO. 5 of 1992 E.D.

WRIT OF EXECUTION - MORTGAGE  
FORECLOSURE

SERVICE ON Kathleen Ferro

ON February 12, 1992 AT 9:50 A.M., A TRUE AND ATTESTED COPY  
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN  
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON

Kathleen Ferro \_\_\_\_\_, At 123 W. Front St., Berwick, Pa.  
18603 \_\_\_\_\_ BY DEPUTY SHERIFF J.H. Dent \_\_\_\_\_

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

Kathleen Ferro

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME  
THIS 12<sup>th</sup>

DAY OF December 1992

*Anthony J. Long, Deputy*  
JAMES B. KLINE, PROTHONOTARY  
OF COLUMBIA COUNTY

SHERIFF

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: February 11, 1992

Re: Sheriff's Sale Advertising Dates

First Eastern Bank, N.A. vs. D. Joseph Ferro and Kathleen T. Ferro

No. 5 of 1992 ED No. 295 of 1991 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week March 5, 1992

2nd week March 12, 1992

3rd week March 19, 1992

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff

HARRY A. ROADARMET, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300  
BLOOMSBURG, PA 17015

PHONE  
(717) 781-1991

SHERIFF HOUSE  
(717) 781-6800

Date: Feb. 11, 1992

To: D. Joseph Ferro  
Kathleen T. Ferro  
RD#2 Box 431 C  
Berwick, Pa. 18603

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ID No: 295 of 1991 ID

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. Roadarmet, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: Feb. 11, 1992

To: Commonwealth of Pennsylvania  
Department of Revenue  
~~Bureau of Compliance~~  
P.O. Box 8901  
Harrisburg, Pa. 17105-8901

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 FD No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: Feb. 11, 1992

To: William L. Hixson  
RD#1  
Berwick, Pa. 18603  
\_\_\_\_\_  
\_\_\_\_\_

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: Feb. 11, 1992

To: First National Bank of Berwick  
111 West Front Street  
Berwick, Pa. 18603

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: Feb. 11, 1992

To: Fenstermaker & Sons  
RD#4 Box 4705  
Berwick, Pa. 18603  
\_\_\_\_\_  
\_\_\_\_\_

Re: First Eastern Bank N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: Feb. 11, 1992

To: Sears & Roebuck Co.  
P.O. Box 126  
Gatwsaugua, Pa. 18032  
\_\_\_\_\_  
\_\_\_\_\_

Re: First Eastern Bank, N.A. vs. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County



HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: Feb. 11, 1992

To: Internal Revenue Service  
District Director  
600 Arch St.,  
Philadelphia, Pa.

Re: First Eastern Bank, N.A. vs. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 FD No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: Feb. 11, 1992

To: Internal Revenue Service  
Department of the Treasury  
P.O. Box 12051  
Philadelphia, Pa. 19105

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6300

Date: Feb. 11, 1992

To: Acting United States Attorney  
James West  
P.O. Box 309  
Scranton, Pa. 18501

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784 6100

Date: Feb. 11, 1992

To: Attorney General  
U. S. Department of Justice  
Washington, D.C. 20530

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784 6100

Date: Feb. 11, 1992

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

Re: First Eastern Bank, N.A. VS.D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784 6100

Date: Feb. 11, 1992

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

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784 6300

Date: Feb. 11, 1992

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

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro

No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Note: Also enclosed is a copy of the  
Writ of Execution and copy of  
the recorded lien holders.

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR FRONT  
(717) 784-6300

Date: February 11, 1992

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

Re: First Eastern Bank, N .A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County



HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784 6300

Date: Feb. 11, 1992

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

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 ED No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE  
(717) 784-1991

24 HOUR PHONE  
(717) 784-6100

Date: Feb. 11, 1992

To: Pauline M. Groshek  
RD#2 Box 2463  
Berwick, Pa. 18603

Re: First Eastern Bank, N.A. VS. D. Joseph Ferro and Kathleen T. Ferro  
No: 5 of 1992 FD No: 295 of 1991 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.  
Sheriff of Columbia County



60 56  
312

CHECK NO.

00267158

267158

PAY

TO THE ORDER OF

SHERIFF OF COLUMBIA COUNTY

DATE

01-15-92

CHECK AMOUNT

\*\*\*\*\*750.00

*John W. Adonizio*

CHIEF FINANCIAL OFFICER

⑈ 267158 ⑈ ⑆ 031300562⑆ 4056⑈ 0166665⑈ 17

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
VS. : CIVIL ACTION - LAW  
D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife, : E. D. 5-1992

D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife, : *E.D. 5-1992*  
  
Defendants : NO. 295 - CIVIL - 1991

Defendants : NO. 295 - CIVIL - 1991  
 .....: .....

**WRIT OF EXECUTION (MORTGAGE FORECLOSURE)**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF COLUMBIA :

To satisfy the judgment, interest and costs for the Defendants in the above matter, you are directed to levy upon and sell the following described property of the Defendants, D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife.

SEE ATTACHED EXHIBIT "A".

Defendant's address is R.D. E2, Box 431 C, Berwick,  
North Center Township, Columbia County and State of Pennsylvania,  
with a Tax Code No. 11-07-35-2.

Principal	-	\$40,000.00
Interest through 2/5/91	-	\$11,010.53
Attorney's Fees	-	\$ 4,000.00
Costs (to be determined)		

**TOTAL - \$55,010.53**

Together with costs, and interest from February 6, 1991, at the per diem rate of \$11.667.

PROTHONOTARY OF COLUMBIA COUNTY

DATE: Jan. 31, 1992

BY: Norothy Long DEPUTY

### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

THENCE south 83 degrees 28 minutes 15 seconds west 107.08 feet to a railroad spike;

THENCE south 66 degrees 21 minutes 22 seconds west 52.48 feet to a railroad spike;

THENCE south 42 degrees 00 minutes 03 seconds west 59.42 feet to a railroad spike;

THENCE south 32 degrees 39 minutes 24 seconds west 314.29 feet to a railroad spike;

THENCE south 49 degrees 7 minutes 00 seconds west 43.53 feet to a railroad spike;

THENCE south 75 degrees 26 minutes 10 seconds west 101.22 feet to a railroad spike;

THENCE south 66 degrees 00 minutes 36 seconds west 151.60 feet to a railroad spike;

THENCE south 62 degrees 39 minutes 11 seconds west 122.68 feet to a railroad spike;

THENCE along other lands of Paul J. Thomas and Mary M. Thomas, his wife, north 3 degrees 42 minutes 22 seconds east 577.61 feet to an iron pin;

THENCE along other lands of Paul J. Thomas, et ux, and

lands of Harvey B. Longenberger and Joan Longenberger, south 85 degrees 29 minutes 30 seconds east 757.90 feet to a railroad spike corner, the place of beginning.

CONTAINING 4.982 acres of land, according to survey and draft made by Frank Beishline, R. S., dated September 30, 1976.

BEING the same premises conveyed to D. Joseph Ferro and Kathleen T. Ferro, his wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

SOUTH 86 degrees 43 minutes 40 seconds west, 50.80 feet to a railroad spike;

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FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
VS. : CIVIL ACTION - LAW  
D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife. :  
Defendants : NO. 295 - CIV - 1991  
.....

AFFIDAVIT PURSUANT TO RULE 3129.1

FIRST EASTERN BANK, N.A., Plaintiff, in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at SEE ATTACHED EXHIBIT "A":

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
------	---

<u>D. JOSEPH FERRO</u>	R.D. #2, Box 431 C Berwick, PA 18603
<u>KATHLEEN T. FERRO</u>	R.D. #2, Box 431 C Berwick, PA 18603

2. Name and address of Defendant(s) in the judgment:

Name	Address (If address cannot be reasonably ascertained, please so indicate)

<u>D. JOSEPH FERRO</u>	<u>R.D. #2, Box 431 C</u> <u>Berwick, PA 18603</u>
<u>KATHLEEN T. FERRO</u>	<u>R.D. #2, Box 431 C</u> <u>Berwick, PA 18603</u>

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>FIRST EASTERN BANK, N.A.</u>	<u>Public Square</u>
<u>First Eastern Plaza</u>	<u>Wilkes-Barre, PA 18768</u>
<u>COMMONWEALTH OF PA</u>	<u>P.O. Box 8901</u>
<u>Department of Revenue</u>	<u>Harrisburg, PA 17105-8901</u>
<u>Bureau of Compliance</u>	<u>R.D. #1</u>
<u>WILLIAM L. HIXSON</u>	<u>Berwick, PA 18603</u>
<u>FIRST NATIONAL BANK OF</u>	<u>111 West Front Street</u>
<u>BERWICK</u>	<u>Berwick, PA 18603</u>
<u>FENSTEMAKER &amp; SONS</u>	<u>R.D. #4, Box 4705</u>
	<u>Berwick, PA 18603</u>
<u>SEARS &amp; ROEBUCK CO.</u>	<u>P.O. Box 126</u>
<u>INTERNAL REVENUE SERVICE</u>	<u>Catwsaugua, PA 18032</u>
<u>District Director</u>	<u>600 Arch Street</u>
<u>INTERNAL REVENUE SERVICE</u>	<u>Philadelphia, PA</u>
<u>Department of the Treasury</u>	<u>P.O. Box 12051</u>
<u>ACTING UNITED STATES</u>	<u>Philadelphia, PA 19105</u>
<u>ATTORNEY JAMES WEST</u>	<u>P.O. Box 309</u>
	<u>Scranton, PA 18501</u>
<u>ATTORNEY GENERAL</u>	<u>U.S. Department of Justice</u>
	<u>Washington, D.C. 20530</u>

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

Name	Address (if address cannot be reasonably ascertained, please so indicate)
<u>FIRST EASTERN BANK, N.A.</u>	<u>Public Square</u>
<u>First Eastern Plaza</u>	<u>Wilkes-Barre, PA 18768</u>

5. Name and address of every person who has any record lien on

the property:

Name

Address (if address cannot be  
reasonably ascertained, please  
so indicate)

NONE

6. 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:

Name

Address (if address cannot be  
reasonably ascertained, please  
so indicate)

NONE

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

Name

Address (if address cannot be  
reasonably ascertained, please  
so indicate)

NONE

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.

1/15/92  
DATE

  
MYLES R. WREN, ESQUIRE  
Attorney for Plaintiff

### DESCRIPTION OF PROPERTY

ALL that certain piece and parcel of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a railroad spike corner located in the center line of Township Route 481, and thence running along the center line of said Township Route 481 the following courses and distances, namely:

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THENCE along other lands of Paul J. Thomas, et ux, and

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BEING the same premises conveyed to D. Joseph Ferro and Kathleen T. Ferro, his wife, by deed dated December 30, 1981 and recorded December 30, 1981, in Columbia County Recorder of Deeds Office in Deed Book 305, Page 16.

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
VS. : CIVIL ACTION - LAW  
D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife, :

**Defendants** : NO. 295 - CIVIL - 1991

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

TO: D. JOSEPH FERRO and KATHLEEN T. FERRO, his wife:

Your property located at R.D. #2, Box 431 C, Berwick, North Center Township, Columbia County and State of Pennsylvania, is scheduled to be sold at Sheriff's Sale on MARCH 26, \_\_\_\_\_, 1992, at <sup>10:00</sup>~~11:00~~ A.M., in the Office of the Sheriff of Columbia County, Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA., to enforce the Court Judgment of \$55,010.53, together with costs, and interest from February 6, 1991, at the per diem rate of \$11.667, obtained by the judgment creditor against you.

## NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's sale, you must take immediate  
action:

1. The sale will be cancelled if you pay to the Sheriff's office the amount of the judgment plus interest, late charges, all costs and attorney's fees due. To find out how much

you must pay you may call the Columbia County Sheriff's Office.

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below to find out how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Columbia County, at (717) 784-1991.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compare to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Columbia County at (717) 784-1991.

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff within thirty (30) days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the posting of the schedule of distribution.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET HELP.

COLUMBIA COUNTY COURTHOUSE  
COURT ADMINISTRATOR  
BLOOMSBURG, PENNSYLVANIA 17815  
TELEPHONE: (717) 784-1991 EXT. 40



FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY

VS. : CIVIL ACTION - LAW

D. JOSEPH FERRO and :  
KATHLEEN T. FERRO, his wife, :

Defendants : NO. 295 - CIVIL - 1991

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WAIVER OF WATCHMAN

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property  
of the Defendants, D. JOSEPH FERRO and KATHLEEN T. FERRO, his  
wife, located at R.D. #2, Box 431 C, Berwick, North Center  
Township, Columbia County and State of Pennsylvania.

You are hereby released from all responsibility in not  
placing watchman or insurance on real property levied on by  
virture of this writ.

NOG, APPLETON, WEINBERGER & WREN

  
\_\_\_\_\_  
MYLES R. WREN, ESQUIRE  
Attorney for Plaintiff

240 Penn Avenue  
Scranton, PA 18503  
PHONE: (717) 963-8880