REAL ESTATE SHERIFF'S SALE--COST SHEET

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KENNEDY AND LUCADAMO, P.C.

ATTORNEYS AT LAW

THOMAS L. KENNEDY ANTHONY J. LUCADAMO ANDREW J. PRIMERANO 200 WEST CHAPEL STREET
HAZLETON, PENNSYLVANIA 18201

TELEPHONE (570) 459-2440
FAX (570) 459-5140
E-MAIL kenluc@epix.net

November 5, 1999

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

RE: First Federal Bank formerly First Federal Savings and Loan Association of Hazleton vs. Richard Kaplan and Libby Kaplan, his wife
In the Court of Common Pleas of Columbia County Civil Action - Law Mortgage Foreclosure
No. 778 of 1999

Dear Sheriff:

First Federal Bank collected the sum of \$5,293.22 on the above above mortgage foreclosure. We, therefore, are enclosing their check made payable to you in the amount of \$105.96 and closing our file. We have enclosed a self-addressed stamped envelope for your convenience in returning a receipt to our office.

Your cooperation in this matter is greatly appreciated.

Very truly your,

KENNEDY AND LUCADAMO, P.C.

Anthony J. Lucadamo

AJL:bma Enc.

KENNEDY AND LUCADAMO, F.C.

ATTORNEYS AT LAW

THOMAS L. KENNEDY ANTHONY J. LUCADAMO ANDREW J. PRIMERANO 200 WEST CHAPEL STREET
HAZLETON, PENNSYLVANIA 18201

TELEPHONE (570) 459-2440
FAX (570) 459-5140
E-MA/L kenluc@epix.net

October 13, 1999

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

RE: First Federal Bank formerly First Federal Savings and Loan Association of Hazleton vs. Richard Kaplan and Libby Kaplan, his wife
In the Court of Common Pleas of Columbia County
Civil Action - Law Mortgage Foreclosure
No. 778 of 1999

Dear Sheriff:

Kindly cancel the above sale. The defendants made payment to First Federal Bank and the foreclosure will be discontinued.

Please call me if you need any additional information.

Very truly yours,

KENNIDA AND LUCADAMO, P.C.

Anthony J/ Lucadamo

AJL:bma

2010 Stand Order 1500

Paula J. Barry, 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 continuously in said Town, County and State since the day 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 September 30, October 7, 14, 1999 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press Enterprise is 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.

	QB-S
Sworn and subscribed to before	me this 18th day of OCTON 1999
	(Notary Public)
	My commission expires Notarial Seal Dennis L. Ashenfelder, Notary Public Scott Twp., Columbia County My Commission Expires July 3, 2003
Androw	Member, Pennsylvania Association of Notaries
	, 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	in full.
_	



PHONE (717) 309 5622

SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 380 BLOOMSBURG, PA - 17845 FAX: (217) 284-0257

24 HOUR PHONE (217) 784-6400

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

NOTARIAL SEAL SARAH J. HOWER, Notary Public Bioemsburg, Columbia County, PA My Commission Expires June 21, 2003 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 86-1999

WRIT OF EXECUTION

SER	AICE ON]	Richard Kaplan			
ON Sept	. 23, 1999	AT	9:45 AM .	A TRUE AND	ATTESTED COPY OF THE WITHIN
WRIT OF	EXECUTION,	A TRUE COPY OF	THE MOTICE	OF SHERIFF	'S SALE IN REAL ESTATE AND A
COPY OF	THE DESCRI	PTION OF PROPER	TY WAS SERVI	ID ON Richa	ard Kaplan
AT_Colu	mbia County	/ Sheriff's Off	ice By Chi)[Y SHLRIFF	Timothy Chamberlain
SERVICE	WAS MADE BY	Y HANDING THE S	AID WRIT OF	EXECUTION .	AND NUTICE OF SHERIFF'S SALE
IN REAL	ESTATE AND	A COPY OF THE I	DESCRIPTION	TO Richard	i Kaplan
			:	O ANSWERS:	0
			'n	DEPUT SHER	t Charle
		DAY OF	1	Many a	Dandamel J
		19 9 9		(v
	ah J. C				



PHONE (717) 309-5622

SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 300 BLOOMSBURG, PA - 17815 1743: (717) 284-0257

24 FIQUR PHONE (717) 284-6108

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

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

NO. 86-1999

WRIL OF EXECUTION

SERVICE ON Catawissa Water Authority
ON Sept. 13, 1999 AT 10:35 AM. 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 DESCRIPTION OF PROPERTY WAS SERVED ON Catawissa Water Authority
Chief AT Schoolhouse Road Catawissa, PA BY DEPUTY SHERIFF Timothy Chamberlain
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 Alice Snyder, Secretary
SO ANSWERS:
Tivel doch
DEPOTY SHERIFF
THIS DAY OF SHEPTER
October 1999
Sarah & Hower

NOTARIAL SEAL SARAH J. HOWER, Notary Public Biocmsburg, Columbia County, PA My Commission Expires June 21, 2003



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

TAX: (717) 784-0237

24 FIQUR PRONE (712) 784 6390

PHONE (717) 303-5622

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

NOTARIAL SEAL SARAH J. HOWER, Notary Public Bloomsburg, Columbia County, PA My Commission Expires June 21, 2003 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 86-1999

WRIT OF EXECUTION

	SERVICE ON_	Libby Kap	lan		<u>_</u>			
Oni	Sept. 13,	1999	AT	LO:25 AM .	A TRUE	AND ATTE	STED COPY (OF THE WITHIN
WRIT	OF EXECUTIO	ON, A TRUE CO	ργ OF T	HE MOTICE	OF SHE	RIFF'S SA	LE IN REAL	ESTATE AND A
СОРҮ	OF THE DESC	CRIPTION OF I	ROPERTY	WAS SERV Chi	ED ON	Lubby K	aplan	· · · · · · · · · · · · · · · · · · ·
ΛT	515 Grove Av	ve. Catawiss	1, PA			HFF Tim	othy Chamb	erlain
SERV	ICE WAS MADE	E BY HANDING	THE SAI	D WRIT OF	EXECUT	N DKA HOL	OTICE OF S	HERIFF'S SALE
IN R	EAL ESTATE A	AND A COPY OF	THE DE	SCRIPTION	TOL	ibby Kapl	an	
					SO ANSWI	vlk (dar (<
SWORN THIS O		IBED BEFORE 1 DAY (19))};		SHEPTE	y a.	Rood a	rul)



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 389

80.OOMSBURG, PA 17815

140: (717) 784:0257

24 1900K PHONE (7 C2) 784-6300

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

NOTARIAL SEAL SARAH J. HOWEH, Notary Public Bloomsburg, Columbia County, PA My Commission Expires June 21, 2003

PHONE

(717) 109/56/22

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

110. 86-1999

WRIT OF EXECUTION

SERVICE ON Catawissa Sewer & Electric
ON Sept. 13, 1999 AT 10:20 AM . 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 DESCRIPTION OF PROPERTY WAS SERVED ON <u>Catawissa Sewer & Electric</u> Chief
AT Main St. Catawissa, PA BY DEPUTY SHERIFF Timothy Chamberlain
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 Janet Erb, Secretary
SO ANSWERS:
DEPUTY SHERIFF
THIS DAY OF SHEPIFF
(Matabas 1999
Sarah J Hower



SHERIFF OF COLUMBIA COUNTY

PHONI; (717) 309/5677

COURT HOUSE - P.O. BOX 380 BLOOMSBURG, PA 17845 18A: (717) 784-0257

24 HOUR PHONE (717) 784 6 IOR

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

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

NO. 86-1999

WRIT OF EXECUTION

	SERVICE ON	Linda Kashner,	Catwissa Bur	ough Tax (Collector		
0N	Sept. 13, 199	9 AT	1:55 PM .	A TRUE AND	ATTESTED COP	Y OF THE WI	THIN
WRIT	OF EXECUTION	, A TRUE COPY OF	THE MOTICE	OF SHERIFF	e's SALE IN RE	AL ESTATE A	ND A
СОРУ	OF THE DESCR	IPTION OF PROPER	TY WAS SERVE	D ON Li	nda Kashner		
AT	138 South S	St. Catawissa, PA	Chie BY DEPU		Timothy Cha	mberlain	
SERV	TCE WAS MADE	BY HANDING THE S	AID WRIT OF	EXECUTION	AND NUTICE OF	SHERIFF'S	SALE
114 R	EAL ESTATE AN	D A COPY OF THE	DESCRIPTION	TOLi	nda Kashner		
			5	O ANSWERS:	:	4	
				/		L.	
			<u>/</u>	EINTY SHE	Jan (<u> </u>	
			U	EMOLY SHE	1117		
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0	tetoken	199		_	•		
ر کی	auch A.	Hower					

NOTARIAL SEAL SARAH J. HOWER, Notary Public Blocmsburg, Columbia County, PA My Commission Expires June 21, 2003



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 300 BEOOMSBURG, PA - 17815 18A3 (717) 784-0257

24 15(OOR 221ON) (717) 704-6400

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

NOTARIAL SEAL SARAH J. HOWER, Notary Public Bloomsburg, Columbia County, PA My Commission Expires June 21, 2003

THONE

(217) 189/5627

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

NO. 86-1999

WRIT OF EXECUTION

	SER	8410	E C	N	Cc	olumb	ia C	ount	y Do	mes	tic	Re	lat	ions	; 		<u>. </u>					
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AT	700) Sa	wmi	11	Road	d Blo	omsbu	urg,	PA	Bv			Y SI	HERI	FF_	Tir	noth	y Ch	amb	erla	ain	. <u> </u>
SERV	ICE	WAS	MA	DE	BY I	HONAF	NG TI	łE S.	AID	WRI	T OF	E;	XEC	JTIO	н А	ND :	ITON	CE O	F S	HER.	IFF'S	S SALE
IN RI	IAL.	EST	ATE	AN	A G	СОРУ	OF T	EHE	DESC	RIP	TIÓN	l T()	Lor	i C	arg	lo,	Secr	eta	ry		
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SWORN THES So			151	ب هـ⁄\		BEFORI DA'	y OF	}				H Shi	O	us FF (\mathcal{J}	R	vaa	la	m	ul	J	<u> </u>



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 380 BLOOMSBURG, PA 17B15 143:17173 784-8257

24 FIGURE PROPE (717) 784 6000

PHONE (717) 389-5622

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

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

NO. 86-1999

WRIT OF EXECUTION

SERVICE ON <u>C</u> olumbia County 1	Tax Claim
	3:30 PM . 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 DESCRIPTION OF PROPERT	Y WAS SERVED ON Col. Co. Tax Claim
AT Courthouse Bloomsburg, PA	BY DESCRIPT Harry A. Roadannel, Jr.
SERVICE WAS MADE BY HANDING THE SA	AD WRIT OF EXECUTION AND NOTICE OF SHERIFF'S SALE
IN REAL ESTATE AND A COPY OF THE B	ESCRIPTION TO Dennis Long, Director
	SO ANSWERS:
	DEPUTY SHERIFF
	DEPOTY SHERIFF
SWORN AND SUBSCRIBED BEFORE ME	11.20.00
THIS 18t DAY OF	SHERIFF a. Road armely
October 1991	•
Sauch I Hower	

NOTARIAL SEAL SARAH J. HOWER, Notary Public Bloemsburg, Columbia County, PA My Commission Expires June 21, 2003



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. BOX 380 BLOOMSHUKG, PA 17045

24 HOUSETHONE (717) 704-6300

THUM '370-389-5622

Kennedy & Lucadamo, P.C. Anthony Lucadamo, Esq. 200 West Chapel St. Hazleton, PA 18201

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

VS.

WRIT OF EXECUTION 86-1999 (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Monday September 20, 1999 POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Richard and Libby Kaplan
Chief COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTIMG PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF Timothy Chamberlain
DEPUTY SHURIFF SHERIFF HARRY A ROADARMON, JR.
Sworn and subscribed before me
this day of
October 1999
Sarah J. Hower Dower
NOTARIAL SEAL SARAH J. HOWER, Notary Public

Bloomsburg, Columbia County, PA My Commission Expires June 21, 2003

DOMESTIC RELATIONS SECTION OF	COUNTY
DOMESTIC NEDATIONS SECTION OF	COUNTY

STATEMENT OF LIEN BY OPERATION OF LAW ARISING FROM OVERDUE SUPPORT OBLIGATIONS

Part I.	Obligor	Information ((To be	completed	by re	auestor)
---------	---------	---------------	--------	-----------	-------	----------

Please search your records of child and spousal support obligations to determine whether any record of overdue support exists for the following person: Name Date of Birth Social Security Number Kickerd A. Kaplan 1-11-49 072-42-6599 Requestor: Signature Part II - Lien Information (To be provided by DRS) WE HAVE NO RECORD OF ANY CASE WITH THE ABOVE-NAMED INDIVIDUAL. WE HAVE THE FOLLOWING RECORD OF OVERDUE SUPPORT OWED BY THE ABOVE NAMED OBLIGOR. THIS OVERDUE SUPPORT IS A LIEN BY OPERATION OF LAW AGAINST ALL REAL ESTATE OWNED BY THE OBLIGOR WITHIN THE JUDICIAL DISTRICT. Amount of Overdue Support Next Due Date Next Payment Amount

PS Form 3811, December 1994

Domestic Return Receipt



SHERIFF OF COLUMBIA COUNTY COURT HOUSE, - P. O. HOX 300 DLOOMSHURG, PA 17815

17 17) 2014X141FIC 389-5622

(7 (7) 704-630n

Date:	Sep. 1, 1999			
		•		•
· To:				
	DOMESTIC RELATIONS		-aity	
	702 SAWMILL ROAD			
	BLOOMSBURG, PA 17815			

Re:	First	Federal	Bank		•	γς Richard & Libby	Kaplan		
No:	86	· · · · · · · · · · · · · · · · · · ·	of	1999	60	No: 778	of 19	999	JU

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, .

Case 25/88/758

Sheriff of Columbia County



FIRST FEDERAL BANK formerly FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON,

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN, his wife.

768D1999

Defendants

NO. 778

of 1999

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. Scale of 1999, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on Off, 71,1999, at 1100 o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel and lot of land situate in Catawissa Heights, Catawissa Borough, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on a curve on the easterly right-of-way line of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being at the southwest corner of Lot No. 8;

THENCE along the southerly line of Lot No. 8, South 61 degrees 31 minutes 34 seconds East 104.72 feet to a point on the westerly line of Lot No. 17;

THENCE along the westerly line of Lot No. 17 South 12 degrees 52 minutes 25 seconds East 143.61 feet to a point on the northerly line of lands now or formerly of Shirley Wawroskie, said point also being at the northeast corner of Lot No. 6;

THENCE along the northerly line of Lot No. 6 and the northerly line of Lot No. 5 North 46 degrees 14 minutes 11 seconds West 210.67 feet to a point on a curve on the easterly right-of-way of Grove Avenue, said point being at

Func: 🗌	TRI'	Financial Transaction Log	DDIPASOU (9/13/99 14:35
	251001758 Dist Hold 7703000532 KAPLAN, R 8703000537 KAPLAN, LI Balance 793.67	ICHARD A. Bey	as future collection	ns en held. N
DATE 09/03/99 09/03/99	Transaction Descripti ACCRUAL TRANS NORMAL DISTRIBUTION DISBURSEMENT		Trans Amt 350.00 187,50 187.50	Debt Bal 981,17 793,67 793,67
	Minu	s 187.50 W/P =	106.17 A	, 2018:
) 4-# 0009	END OF INQUIRY	S#0803:COMM	AND COMPLETE	
BACK		CHANCE		

FIRST FEDERAL BANK formerly FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON,

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY

Plaintiff

:

:

CIVIL ACTION - LAW

vs.

:

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN, his wife,

7682999

Defendants

NO. 778

of 1999

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. Strong of 1999, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on Ott, 71,199, 1999, at No o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel and lot of land situate in Catawissa Heights, Catawissa Borough, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on a curve on the easterly right-of-way line of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being at the southwest corner of Lot No. 8;

THENCE along the southerly line of Lot No. 8, South 61 degrees 31 minutes 34 seconds East 104.72 feet to a point on the westerly line of Lot No. 17;

THENCE along the westerly line of Lot No. 17 South 12 degrees 52 minutes 25 seconds East 143.61 feet to a point on the northerly line of lands now or formerly of Shirley Wawroskie, said point also being at the northeast corner of Lot No. 6;

THENCE along the northerly line of Lot No. 6 and the northerly line of Lot No. 5 North 46 degrees 14 minutes 11 seconds West 210.67 feet to a point on a curve on the easterly right-of-way of Grove Avenue, said point being at

the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being the northeast corner of Lot No. 5;

THENCE along the right-of-way on a curve to the left having a Delta Angle of 63 degrees 10 minutes 22 seconds, a Radius of 50.00 feet and a tangent of 30.74 feet for an arc length of 55.13 feet to the place of BEGINNING.

CONTAINING 10,792.50 square feet of land in all.

SUBJECT TO the northerly one-half of a twenty (20) foot drainage and utility easement running along and adjacent to the southerly line of the above described premises.

BEING LOT NO. 7 of Catawissa Heights, as more fully shown on a draft prepared by Orangeville Surveying Consultants dated March 14, 1977 revised by T. Bryce James and Associates in November, 1979 and last revised December 4, 1987 and recorded in Columbia County Map Book 6, page 444.

IMPROVED WITH a residential dwelling having the address of: 515 Grove Avenue, Catawissa, PA 17820.

BEING the same premises sold and conveyed to Richard Kaplan and Libby Kaplan, his wife, by Deed of Robert E. Ellis and Naomi B. Ellis, his wife, dated December 13, 1990 and recorded January 14,1991 in Columbia County Record Book 465 at Page 809.

The property ID number is: 8-4-54-11.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of FIRST FEDERAL BANK FORMERLY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. RICHARD KAPLAN AND LIBBY KAPLAN, his wife, and will be sold by

Sheriff of Columbia County

Anthony J. Lucadamo, Esquire KENNEDY AND LUCACAMO, P.C. 200 West Chapel Street Hazleton, PA 18201



FIRST FEDERAL BANK formerly : IN THE COURT OF COMMON PLEAS OF

FIRST FEDERAL SAVINGS AND LOAN : ASSOCIATION OF HAZLETON, :

HAZLETON, : COLUMBIA COUNTY

Plaintiff

: CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN,

his wife,

Defendants: NO. 778 of 1999

AFFIDAVIT PURSUANT TO RULE 3129.1

Anthony J. Lucadamo, ESQUIRE, attorney for 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: 515 GROVE Avenue, CATAWISSA PA 17820.

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

Name: Address:

RICHARD KAPLAN 515 LEGION ROAD APT 2

BLOOMSBURG PA 17815

LIBBY KAPLAN 515 GROVE AVENUE

CATAWISSA PA 17820

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

Name: Address:

RICHARD KAPLAN 515 LEGION ROAD APT 2

BLOOMSBURG PA 17815

LIBBY KAPLAN 515 GROVE AVENUE

CATAWISSA PA 17820

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:

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

Name: Address:

FIRST FEDERAL BANK FORMERLY
FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON

12 EAST BROAD STREET HAZLETON PA 18201

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

Name: Address:

COLUMBIA COUNTY TAX CLAIM COLUMBIA COUNTY COURT HOUSE

BUREAU BLOOMSBURG PA 17815

DOMESTIC RELATIONS OFFICE COLUMBIA COUNTY COURT HOUSE

BLOOMSBURG, PA 17815

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

Name: Address:

CATAWISSA MUNICIPAL WATER P O BOX 54

AUTHORITY CATAWISSA PA 17820

CATAWISSA SEWER P O BOX 44

C/O CATAWISSA BOROUGH 307 MAIN STREET
CATAWISSA PA 17820

CATAWISSA ELECTRIC P O BOX 44

C/O CATAWISSA BOROUGH 307 MAIN STREET
CATAWISSA PA 17820

LINDA KASHNER TAX COLLECTOR 138 SOUTH STREET

CATAWISSA PA 17820

	the property which may be affected by the					
Name:	Address:					
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.						
DATE: August, 1999	Anthony J. Lucadamo, Esquire Attorney for Plaintiff					

RICHARD KAPLAN AND LIBBY KAPLAN, his wife

ALL that certain piece, parcel and lot of land situate in Catawissa Heights, Catawissa Borough, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on a curve on the easterly right-of-way line of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being at the southwest corner of Lot No. 8;

THENCE along the southerly line of Lot No. 8, South 61 degrees 31 minutes 34 seconds East 104.72 feet to a point on the westerly line of Lot No. 17;

THENCE along the westerly line of Lot No. 17 South 12 degrees 52 minutes 25 seconds East 143.61 feet to a point on the northerly line of lands now or formerly of Shirley Wawroskie, said point also being at the northeast corner of Lot No. 6;

THENCE along the northerly line of Lot No. 6 and the northerly line of Lot No. 5 North 46 degrees 14 minutes 11 seconds West 210.67 feet to a point on a curve on the easterly right-of-way of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being the northeast corner of Lot No. 5;

THENCE along the right-of-way on a curve to the left having a Delta Angle of 63 degrees 10 minutes 22 seconds, a Radius of 50.00 feet and a tangent of 30.74 feet for an arc length of 55.13 feet to the place of BEGINNING.

CONTAINING 10,792.50 square feet of land in all.

SUBJECT TO the northerly one-half of a twenty (20) foot drainage and utility easement running along and adjacent to the southerly line of the above described premises.

BEING LOT NO. 7 of Catawissa Heights, as more fully shown on a draft prepared by Orangeville Surveying Consultants dated March 14, 1977 revised by T. Bryce James and Associates in November, 1979 and last revised December 4, 1987 and recorded in Columbia County Map Book 6, page 444.

IMPROVED WITH a residential dwelling having the address of: 515 Grove Avenue, Catawissa, PA 17820.

BEING the same premises sold and conveyed to Richard Kaplan and Libby Kaplan, his wife, by Deed of Robert E. Ellis and Naomi B. Ellis, his wife, dated December 13, 1990 and recorded January 14,1991 in Columbia County Record Book 465 at Page 809.

The property ID number is: 8-4-54-11.

(X16

FIRST FEDERAL BANK formerly FIRST FEDERAL SAVINGS AND LOAN

COLUMBIA COUNTY

ASSOCIATION OF HAZLETON,

Plaintiff

Defendants

CIVIL ACTION - LAW

IN THE COURT OF COMMON PLEAS OF

vs.

:

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN, his wife,

•

nis wire,

NO. 778

of 1999

AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS

Judgment filed in the above captioned matter on August 17, 1999.

COUNTY OF LUZERNE

Anthony J. Lucadamo, ESQUIRE, being duly sworn according to law, deposes and says that on August 17, 1999, he did mail on behalf of the Plaintiff, First Federal Bank formerly First Federal Savings and Loan Association of Hazleton, to RICHARD KAPLAN AND LIBBY KAPLAN, his wife, at their last known address of 515 Legion Road, Apt. 2, Bloomsburg, PA 17815 and 515 Grove Avenue, Catawissa, PA 17820, respectively, written Notice of the Entry of

Anthony J. Lucadamo, Esquire

Sworn to and subscribed before me this 17th day of (luguet , 199

Burnadure Dr. Cintolick

Notary Public

NOTARIAL SEAL
BERNADINE M. ANTOLICK, Metary Public
Haziatan City, Luzerne County, PA
My Commission Expires 3-4-2001

IN THE COURT OF COMMON PLEAS OF

ASSOCIATION OF HAZLETON,

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

Vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN,

his wife.

Defendants

NO. 778 of 1999

AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LUZERNE

Anthony J. Lucadamo, ESQUIRE, being duly sworn according to law, deposes and says that on August 17, 1999, he did mail on behalf of the Plaintiff, First Federal Bank formerly First Federal Savings and Loan Association of Hazleton, to RICHARD KAPLAN AND LIBBY KAPLAN, his wife, at their last known address of 515 Legion Road, Apt. 2, Bloomsburg, PA 17815 and 515 Grove Avenue, Catawissa, PA 17820, respectively, written Notice of the Entry of Judgment filed in the above captioned matter on August 17, 1999.

Sworn to and subscribed before me

this <u>1910</u> day of ((uguet

Victoradine Notary Public

> **NOTARIAL SEAL** BERNADINE M. ANTOLICK, Notary Public Hazleton City, Luzerne County, PA My Commission Expires 3-4-2001

IN THE COURT OF COMMON PLEAS OF

ASSOCIATION OF HAZLETON,

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN,

his wife,

Defendants

NO. 778 of 1999

AFFIDAVIT OF NAME AND LAST KNOWN ADDRESS OF OWNER AND DEFENDANT

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LUZERNE

Anthony J. Lucadamo, ESQUIRE, being duly sworn according to law, does depose and say that he is the attorney for the Plaintiff, First Federal Savings and Loan Association of Hazleton, and that as such he has authority to make this Affidavit on behalf of the Plaintiff and that further, to the best of his knowledge, information and belief, the name and last known address of the owners and Defendants in the judgment filed to the above number and term of Court is as follows:

RICHARD KAPLAN 515 LEGION ROAD APT 2 BLOOMSBURG PA 17815

LIBBY KAPLAN 515 GROVE AVENUE CATAWISSA PA 17820

Sworn to and subscribed before me

this /// day of (legust , 1999.

Notary Public

NOTARIAL SEAL
BERNADINE M. ANTOLICK, Notary Public
Hazioton City, Luzerne County, PA
My Commission Expires 3-4-2001

IN THE COURT OF COMMON PLEAS OF

ASSOCIATION OF HAZLETON,

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN,

his wife.

Defendants

NO. 778 of 1999

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF LUZERNE

Anthony J. Lucadamo, ESQUIRE, being duly sworn according to law, does depose and say that he did, upon the request of First Federal Bank formerly First Federal Savings and Loan Association of Hazleton, investigate the status of RICHARD KAPLAN AND LIBBY KAPLAN, his wife, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally. And your affiant avers that RICHARD KAPLAN AND LIBBY KAPLAN, his wife, are not now, nor were they within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.

Sworn to and subscribed before me

this /// day of ((11) most , 1999.

NOTARIAL SEAL BERNADINE M. ANTOLICK, Notary Public . Hazleton City, Luzerne County, PA My Commission Expires 3-4-2001

4309

🔀 is contylectores included. Details on pack

120581

60-7243/2313 AMOUNT

PAY DNE HUNDRED THIRTY-SIX DOLLARS AND 32/100

COLUMBIA COUNTY SHERIFF

ACCOUNTS PAYABLE

1 20 SA 1 ··· 1.500666660 53666426673

12 E. BROAD STREET HAZLETON, PA 18201-6591

CASH WITHIN 90 DAYS FROM DATE - NOT VALID THEREAFTER

AMOUNT

******105, 86*

SHERIFF OF COLUMBIA COUNTY

ONE HUNDRED FIVE DOLLARS AND 86/100

AUTHORIZED SIGNATURE

37243916 211264575

FIRST FEDERAL BANK formerly FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON,

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN, his wife,

Defendants

of 1999

WRIT

TO: SHERIFF OF COLUMBIA COUNTY

You are hereby directed to seize, levy, advertise and sell all the real property of the above named Defendants on the premises located at:

515 GROVE AVENUE, CATAWISSA, PA 17820

You are hereby released from any responsibility in not placing watchmen or insurance on the real property levied on by virtue of this Writ.

Attorney for Plaintiff

FIRST FEDERAL BANK formerly FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON,

COLUMBIA COUNTY

IN THE COURT OF COMMON PLEAS OF

Plaintiff

CIVIL ACTION - LAW

vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN, his wife,

80761 1999

Defendants

NO. 778

of 1999

WRIT OF EXECUTION NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a Petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a Petition with the Court alleging a valid defense and a reasonable excuse of failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a Petition with the Court to strike the judgment.*

*See next page.

In addition, you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a Petition with the Court after the sale and before the Sheriff has delivered his Deed to the property.

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

Susquehanna Legal Services 168 East 5th Street Bloomsburg, PA 17815 Telephone: (570) 784-8760

IN THE COURT OF COMMON PLEAS OF

ASSOCIATION OF HAZLETON,

COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

Vs.

Mortgage Foreclosure

RICHARD KAPLAN and LIBBY KAPLAN,

his wife.

Defendants

NO. 778 of 1999

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and RULE 3257

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

See attached description.

Amount Due to 5/20/99

Interest from 5/20/99 to 10/15/99

\$ 118.90

Attorney's Fee

TOTAL \$ 5,931.47 plus costs and plus interest accruing at the contract rate until date of distribution.

Date: August 10 th 1999

of Columbia County, Pennsylvania

(SEAL)

about a pour Dep

RICHARD KAPLAN AND LIBBY KAPLAN, his wife

ALL that certain piece, parcel and lot of land situate in Catawissa Heights, Catawissa Borough, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on a curve on the easterly right-of-way line of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being at the southwest corner of Lot No. 8;

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THENCE along the westerly line of Lot No. 17 South 12 degrees 52 minutes 25 seconds East 143.61 feet to a point on the northerly line of lands now or formerly of Shirley Wawroskie, said point also being at the northeast corner of Lot No. 6;

THENCE along the northerly line of Lot No. 6 and the northerly line of Lot No. 5 North 46 degrees 14 minutes 11 seconds West 210.67 feet to a point on a curve on the easterly right-of-way of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being the northeast corner of Lot No. 5;

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The property ID number is: 8-4-54-11.



SHERIF OF COLUMBIA, COUNTY COURT HOUSE - F. O. BOX 300

(212) 369-2623	2	การเการ์	RC, I'A 17415	•	(717) 784-638
DATE: 3	Sep. 1, 1999				
RE: Sho	riff's Sale	Advertising Dates			•
	First Fed	eral Ban k va.	Richard & Libby	Kaplan	
, old	. <u>86</u> ol. <u>19</u>	99 I-D N	o. 778 of 1999	ID .	· · .
Dear Sir:	•		,		
Plea	ise advectis	a the enclosed SHER	UFF SALE on the Lol	Llowing dates	:
•	lst week	Sep. 30, 1999	DATE OF SALE OC	1 21, 1999 11	00
	2nd week	Oct. 7, 1999			•
	3rd week	Oct. 14, 1999		N. S.	
li	l francia es	anther the if you hav	ae any questrions		-

Respectfully

Threy A Rondamel, Sheriff

TERMS OF SALE

Minimum Payment at Time of Sale: The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale.

Remaining Balance of Bid Price: Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check.

IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.

ATTORNEY FOR PLAINTIFF: Kennedy & Lucadamo, P.C. 200 West Chapel Street Hazleton, PA 18201

SHERIFF OF COLUMBIA COUNTY Harry A. Roadarmel Jr.

KENNEDY AND LUCADAMO, P.C.

ATTORNEYS AT LAW

THOMAS L. KENNEDY ANTHONY J. LUCADAMO ANDREW J. PRIMERANO 200 WEST CHAPEL STREET
HAZLETON, PENNSYLVANIA 18201

TELEPHONE (570) 459-2440 FAX (570) 459-5140 E-MAIL kenluc@epix.net

September 1, 1999

SHERIFF OF COLUMBIA COUNTY COLUMBIA COUNTY COURT HOUSE BLOOMSBURG PA 18229

RE: First Federal Bank formerly First Federal Savings and Loan Association of Hazleton vs. Richard Kaplan and Libby Kaplan, his wife
In the Court of Common Pleas of Columbia County Civil Action - Law Mortgage Foreclosure
No. 778 of 1999 - E.D. 86 of 1999

Dear Sheriff:

Enclosed please find an original and one copy of Affidavit Pursuant to Rule 3129.1 in reference to the above captioned matter. Please return the copy marked "filed" in the enclosed self-addressed stamped envelope.

Kindly advise the date scheduled for the Sheriff's sale in order for me to give timely notice of the sale to interested parties.

Sincerely yours,

KENNEDY AND LUCACAMO, P.C.

Anthony J. Lucadamo

AJL:bma Enc.

1

HARRY A. ROADARMEL, JR.



86

FHOM (747) 389-5672

SHERIFF OF COLUMBIA COUNTY COURT HOUST - P. O. HOX 300 SHERIFF SHEMMEMBEARMESWAFE OUTLINE

24 HOUR PHORE (217) 784-6300

DECEMPE AND TIME STAMP WRIT
7.5.1.20.000
DOCKET AND INDEX The Total And
SET FILE FOLDER UP
CHECK FOR PROPER INFO
COPY OF DESCRIPTION
MON-MILITARY AFFIDAVIT
NON-MICTIARY APPROACH
NOTICES OF SHERIFF'S SALE
WATCHMAN RELEASE FORM
AFFIDAVIT OF LIERS LIST CK. 4309 40000 CHECK FOR SCHOOL AND A HOLL CK. 4309
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THE ATTY TO SEND ADDITIONAL INFO SET SALE DATE AND ADV. DATES AND POSTING DATES SEP. 73 1999
OFT 21,1999 11100
SET SALE DATE AND ADV. DATES AND POSTING DATES SEP. 73 1999
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* SET SALE DATE AT LEAST 2000THS AFTER RECEIVING WRIT * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUM EVERY THURSDAY TILL SALE
2 TAMES
* SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE
SET DISTRIBUTION DATE
* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED) * MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED
TYPE PROPER INFO ON DESCRIPTION (refer to previou sales)
TYPE PROPER INFO ON DESCRIPTION (TEST to MESTICAL STREET
SERVICE
TYPE CARDS FOR DEFENDANTS
PUT PAPERS TOGETHER FOR DEFENDANTS A COPY OF WRIT FOR EACH DEFENDANT A MOTICE OF SHERIFF SALE
A COPY OF WRIT FOR EACH DEFENDANT
* NOTICE OF SHERIFF SALE * COPY OF DESCRIPTION:
PUT TOGETHER PAPERS FOR LIEN HOLDERS
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. HAIL OR SENDERS RECIEPT
SEND NOTICES TO CIENTIOLOGICS CIN GENT TOTAL

HARRY A. ROADARMEL, JR.



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

24 HOUR PHONE (717) 704-6300(-2)

rnost (717) 389-5622

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DEPART DEED AND TAX AFFIDAVIT TO BE RECORDED	

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Accountion of REAL LORGE (PAR)

A/S Residential

	PA LICENSED			
AGENT :	FOR SELLER Century 21 Covered Bridge	s Rtu Inc. PH		
ADL	3KL33	HA X		
SUBAGE	ENT FOR SELLER	PH		
ADD	ORESS	FAX		
AGENT	FOR BUYER Century 21 Covered Bridge	s Rtu. Inc PH	781-2821	
ADD	DRESS 2701 A New BUX. Hwy. Blooms	Shurg PA FAX	·	
. This I	Agreement, dated August 18, 1999 Kapian			. is hetwee
SELLER((s): <u>Kaptan</u>			
	<u> </u>		***	
Address _	515 Grove Ave.	10.03	~	
DEVED	S: Elleen M. Cwsiany	Zip Code 1184	hereafter '	"Seller," an
DU I ER(S	" ETTERT M. LWSTUTY			
Address	P.O. Box 95			
	Numidia PA	Zip Code 1785	8 hereafter	Rnver"
, PROPERT	FY (1-98) Seller hereby agrees to sell and convey to Buyer, who he	reby agrees to purchasi	: :	Dujes.
ALL THA	AT CERTAIN lot or piece of ground with buildings and improvement	ents thereon erected, if	iny, known as:	
212	Grove Avenue. a smale famil	u dwelling		
	in the Dorou	ghde	Catawissa	
County of	Columbia in the Commo	nwealth of Pennsylvani	a, Zip Code <u>17820</u>	
Identificat	tion (e.g., Tax 1D#; Parcel #; Lot, Block; Deed Book, Page, Recordi	ing Date) _DB 465	/809	
	08,04-054-11		·	
i iermsti Solgi	1-98) (A) Purchase Price 75, 900 http: five thousand nine hundred		······································	
Which chal	If be paid to Seller by Buyer as follows:			Dollar
			. (000)	
(C) (Cash or check at signing this Agreement.		· · · · · · · · · · · · · · · · · · ·	
(1))	Cash or check on or before:		. >	
(E) C	Cash, cashier's or certified check at time of settlement:		\$ 74.900-	
,_,			s 15.900	
(F) L	Deposits to be held by Agent for Seller, unless otherwise stated here:			
	Written approval of Seller to be on or before: AUG: 25			
(H) S	Settlement to be made on or before. October	15 1999		
	Conveyance from Seller will be by fee simple deed of special warranty		here:	
(J) P	Payment of transfer taxes will be divided equally between Buyer and S	eller unless otherwise st	ated here:	
	Action of make and the City of the Late of the City of			
(K) A	At time of seulement, the following shall be adjusted pro-rata on a daily	y basis between Buyer an	d Seller, reimbursing wher	e at plicable
3	axes; rents; interest on mortgage assumptions; condominium (ees and iny, together with any other lienable municipal service. The charges an	numeowner association i	ees, it any, water and/or so	:wei rents, i
· ·	and including the date of settlement; Buyer will pay for all days follow	ing earlement unless of	period(s) covered, Seller w	nii jeay up o
_	so meroding the date of sectionistic buyer will pay for all days toffow	ing settlement, unless of	nerwise stated nere:	
. FIXTURE	S AND PERSONAL PROPERTY (1-98)			
	NCLUDED in this sale and purchase price are all existing items perms	anently installed in the P	roments free of liens inclu	ulun a nlumb
ir	ng; heating; lighting fixtures (including chandeliers and ceiling fans);	water treatment systems	not and some minment	our we dow
	openers and transmitters; television antennas; shrubbery, plantings and			
	on the Property at the time of settlement; wall to wall carpeting; shade			
	milt-in appliances; and the range/oven unless otherwise stated. Also inc			
_				
(B) E				
, , , , , , , , , , , , , , , , , , ,	er det ministrative i designative regenerative regenerative designative de la company de la company de la comp		<u> </u>	
	CLAUSES (1-98)			
(A) 1)	Buyer and Seller acknowledge having received a statement of their r of Sale.	espective estimated closi	ng costs before signing this	s A _i treemen
	Contract.			

49 50	(B) be Buyer acknowledges receipt of Seller's Notice, Information Reporting the Selle	Property Disclosure !	Statement before signing this Agreement, if required by law. (See	49
51				50
-	(C) in project acknowledges it is too the Dep	osu money Notice (for	r cooperative sale. Then Agent for Seller is holding deposit money)	51
52	before signing this Agreement.			58
53	(D) The following are a part of this Agreeme.	nt if checked:		53
54	Limited Dual Agency Addendum (PAR)	Form 140)	☐ Settlement of Other Property Contingency	54
55	☐ Sale & Settlement of Other Property		(PAR Form 133)	55
56	Contingency Addendum (PAR Form 130	2)	☐ Tenant-Occupied Property Addendum (PAR Form TOP)	56
57	11 Sale & Settlement of Other Property Co			57
58	with Right to Continue Marketing Adde			58
59	(PAR Form 131)			59
113	•		The second secon	
51				60 61
6 2				
63				62
64				63
65				64
66	/ ~			65
	~ · · · · · · · · · · · · · · · · · · ·		01/	66
67	Buyer Initials:	A/S Residential Page	e 1 of 8 Seller Initials:	67
	Pennsylvania Association of REALFORS*		COPYRIGHT PENNSYLVANIA ASSOCIATION OF REAL OF 1998	
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## T PA	- 194 4	MC		11:54 CENTURY 21 COVERED BRIDGES [D=5767845375] AGE CONTINGENCY (1-96)	Ρ.	0
89	_	_		IVED. This is 'OT contingent on mortgage financing.		94 64
70		<u>~</u>	_	CCTED		n
71		(A)		sale is contingent upon Buyer obtaining mortgage financing as follows:		אל
12			1.	Amount of mortgage loan 5 60 720, 2		72
73			2.	Minimum Term 30 years		73
74			3.			74
75			4.)	75
76				exceed a maximum interest rate of 1.15 %		76
\mathbf{n}			5.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (e.cluding	Š	77
78			_	any mortgage insurance premiums or VA funding fee) not to exceed % of the mortgage loan.		78
79				interest rate and fees provisions required by fluyer are satisfied if a mortgage lender makes available to fluyer the right to guarantee an		74
90				rest rate at or below the Maximum Inscress Rate specified herein with the percentage fees at or below the amount specified herein. Buyer		84
ð1 				is Selker the right, at Selker's sole option and as permitted by the lending institution and applicable laws, to contobute financially, without	ı	81
ब 2				nise of reimburnement, to the Buyer and/or lender to make the above terms available to Buyer.		A Z
63		(B)		hin 10 days of the execution of this Agreement, Buyer shall make a completed, written managage application to a responsible mortgage lend-		63
84				institution through the office of Agent for Buyer, if any, otherwise through the office of Subagent for Seller, if any, or Agent for Seller, if	I	E4
85 40		·~		This Agent is authorized to communicate with the lender for the purposes of assisting in the merigage loan process.		85
66 87		(C)	1.	Upon receipt of a mortgage commitment, Buyer and/or Agent will promptly deliver a copy of the communication Agent for Selk t, if any,	,	26
20 20			,	otherwise to Selter. Mongage commitment date Septem by 7 30, 1999. If a written commitment is not received by		62
#0 M			2.	Agent for Seller, if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until S. Ber ter-		80 89
90				regent to realist, it may realist my secret, by the above case, grayer and sener agree to extend the examinations made units and made in the realist this Agreement in writing.		90
41			3.	Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment		SI SI
9 2			.,.	a. Is not valid until the date of settlement, OR		ez
91				b. Is conditioned upon the sale and settlement of any other property, OR		93
94				c. Contains any other condition not specified in this Agreement.		94
9 5			4.	In the event Sciler does not terminate this Agreement as provided above. Buyer has the option to terminate this Agreement in writing if	f	\$5
96				the mortgage commitment:		16
97				a. Is not obtained by or valid until the date of settlement, OR		87
98				b. Is conditioned upon the sale and settlement of any other property which do not occur by the date of sculement, OR		18
99				c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.		99
œ			S.	If this Agreement is terminated as specified in paragraphs 6 (C) (2), (3) or (4), all deposit monies paid on account of purchase price shall	1 1	a.
70				be returned to Buyer. Buyer will be responsible for any premiurus for mechanics lien insurance and/or title search, or fee for cancellation	1	101
02				of same, if any: AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or	r 1	102
03				cancellation fee, if any; AND/OR say appraisal fees and charges paid in advance to mortgage lender.		103
04		(D)		e morrgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Agent		
05			for S	seller, if any, otherwise to Seller. Seller shall, within 5 days of receipt of the lender's requirements, notify Buyer whether Saller shall make	: 1	05
86			the r	required repairs at Sciller's expense		90
07			1.	If Seller chooses to make repairs, Buyer shall accept the Proporty and agree to the RELEASE set forth in paragraph 26 of this Agreement.		07
08			2.	If Seller chooses not to make the required repairs, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to terminate the		88
09 - *				Agreement of Sale OR make the required repairs at Buyer's expense and with Sciler's permission, which shall not be unreasonably with-		
10				hold. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement.		10
11 12				If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID.		111
13		Œ	€∧ E	or Assist		112
14		12,		NOT APPLICABLE		113 114
15			Ō	APPI-ICABLE. Selker shall pay:		135
16			_	. maximum, toward Buyer's costs as permitted by the mortgage lender.		16
17						17
18					•	18
19						112
ŻB				FHA/VA, IF APPLICABLE	1	20
21		(F)	li is	expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the	: 1	21
77			Prop	erry-described herein or to mean any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accor-	. 1	27
23				e with HUD/PHA of Westerningments, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct		2.2
24				orsement Lender setting forth the appraised value of the Property of not less than \$ (the dollar amount to be		24
95				ted is the sales price as stated in the Agreement). Buyer shall have the provilege and option of proceeding with consummation of the con-		25
25				without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mor gage the		26
27			-	artment of Housing and Urban Development will insure. HUD does not warrant the value not the condition of the Property, Buyer should		27
28				fy hunself/herself that the price and condition of the Property are acceptable.		26
29				ming: Section 1010 of first 18, LS.C., Department of Housing and Orban Development provides, "Whoever for the purpose of antibudes and Orban Development provides," Whoever for the purpose of antibudes and Orban Development provides, "Whoever for the purpose of antibudes and Orban Development provides," "Whoever for the purpose of antibudes and Orban Development of the Province of		29
30 **				ing in any way the action of such department makes, passes, utters or publishes any statement knowing the same to be false shall be		30
31 32		io.		I not more than 35,000 or impaisoned not more than two years, or both." Department of Housing and Uchan Development (HUD) NOTICE TO PURCHASERS:		31
J2 J3		(63)	U.S.	THE IMPORTANCE OF A HOME INSPECTION		32 33
11 14			ter 11	Drives not warrant the condition of a property. (See Notices and Information on Property Condition Inspections.)		34
34 35		(H)		o trops that warrant the condition of a property, (see Mones and Information on Property Condition Inspections.) its callion—We the undersigned, Seller(s) and Buyer(s) party to this transaction cach certify that the terms of this contract for purchase are		34 39
36		(,		to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with the transac-		36
37				is attached to this Agreement of Sale.		37
38	7.	INSI		TIONS (1-88)		36
34				ar hereby agrees to permit inspections by authorized appraisers, repulable certifiers, insurer's representatives, surveyors, municipal officials		
4Ú				or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to pennit any other in specificus		40
4 1			requi	ired by or provided for in the terms of this Agreement.	1	41
12		(B)	Buy	or reserves the right to make a pre-settlement welk-through inspection of the Property. Buyer's right to make this inspection is not waived	. 1	42
13			-	ny other provision of this Agreement.	1	43
4/1				er will have heating and all utilities (including fuel(s)) on for the inspections.		44
45	8	.,		TTY INSPECTION CONTINGENCY (1-98)		4 5
46		¥		VED. Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental		46
1,		_		ces). BUYER WAIVES THIS OFTION and agrees to the RELEASE set forth in paragraph 20 of this Agreement.		47
48	виу	er (ni	(ių) s	A/S Residential Page 2 of 8 Seller Initials:	1	48
99		12:	26	5707845 375 74%		

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,		BLECTED	
		Within day c execution of this Agreement, Buyer, at Buyer's expense, may choose V inspections and/or certifications com-	
		pleued by licensed serwise qualified professionals (see Property Inspection and Environ A Notices). Other provisions of this	
		Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. If Buyer is not a rustled	
		with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:	
		Option 1	
	-	1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this	
		Agreement, OR	
		2. Terminate the Agreement of Sale in writing by notice to Agent for Seller, if any, otherwise to Seller, within the time given for inspection,	
		in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement will	
		be NULE and VOID.	
Γ	l	Option 2	
		1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in puragraph 26 of this	
		Agreement, UNLESS the total cost w correct the conditions contained in the report(s) is more than \$	
		2. If the total cost to current the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(A) (Option 2) 1.	
		Buyer will deliver the report(s) to Agent for Seller, if any, otherwise to Seller, within the time given for inspection.	
		 Seller will, within days of receiving the report(s), inform Buyer in writing of Seller's choice to: 	
		 Make repairs before seulement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to 	•
		the amount specified in paragraph 8 (A) (Option 2) 1	
		Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the r-port(s)	
		and the amount specified in paragraph 8 (A) (Option 2) 1. This option must be acceptable to the morgage lender, if an /	
		 Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s). So the other party and not credit Buyer at settlement for any defects in conditions contained in the report(s). 	
		 if Soller chooses to make repairs or credit Buyer at sentement as specified in paragraph 8 (A) (Option 2) 2, Buyer shall an ept the 	
		Property and agree to the RELEASE set forth in paragraph 26 of this Agreement.	
		c. If Seller chooses not to make repairs and not to credit Buyer at settlement, or if Seller fails to choose any option within the time	٠
		given, Buyer will within 4ays;	
		1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 or this	
		Agreement, OR	
		 Terminate the Agreement of Sale in writing by netwer to Agent for Seller, if any, otherwise to Seller, in which case all deposit 	
		monies paid on account of purchase prace shall be returned promptly to Buyer and this Agreement of Sale will be NU-LL and	
		VOID.	
((B)	Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this	
		contingency and Ruyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.	
٠,		OD INFESTATION CONTINGENCY (1-98)	
		WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control	
-			
		Operator, BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.	
D		SLECTED.	
- ((A)	Within 14 days of the execution of this Agreement,	
		Note: Buyer, at Buyer's expense.	
		Buyer, at Seller's expense, not to exceed \$	
		shall obtain a written "Wood-Destroying Invest Infestation Inspection Report" from a certified Pest Control Operator and will deliver is and all	
		supporting documents and drawings provided by the Pest Central Operator in Agent for Seller, if any otherwise to Seller. The report is to be	
		made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guar-intering	
		Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the fol-	
		having structures, which will not be inspected: NOTE	
1	R)	If the inspection reveals evidence of active infestation(s), Seller sgrees, at Seller's expense and before settlement, to treat for active infestation(s),	
•		in accordance with applicable laws.	
		If the inspection reveals change from active infestimation(s) or previous infestiation(s), Buyer, at Ruyer's expense, has the option to obtain a writ-	
ť			
		ten report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused	
		by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective preposal to	
		Agent for Seller, if any, otherwise to Seller, withindays of delivering the original inspection report.	
t		Within 5 days of receiving the structural damage report and corrective proposal. Seller shall advise Buyer whether Seller will repair, at Seller's	
•		expense and before sentement, any structural damage from active or previous infestation(s).	
,		If Soller chauses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE	
٠		to State transaction to repeat a technique residence by the report mayor agrees to accept me a repeated and agrees as the ELECTION of this Agreement.	
,			
(If Seller chooses not to repair structural durange revealed by the report, Buyer, within 5 days of resceiving Seller's notice, will notify Seller in	
		writing of Buyer's choice to.	
		1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in para-	
		graph 26 of this Agreement, OR	
		2. Make the repairs before settlement, if required by the mortgage lender, if any, at Buyer's expense and with Seller's permission, which shall	
		not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 21 of this	
		Agreement, if Solics denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement.	
		If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this	
		Agreement of Sale will be NTILL and VOID, OR	
		3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to fluyer and	
		this Agreement of Sale will be NULL and VOID.	
-	o.	Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAEVER of this	
· ·			
		contingency and Suyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.	
		RIFICATE OF OCCUPANCY (1-98)	
		NOT APPLICABLE	
:	1	APPLICABLE	
- 0	A)	Buyer and Seller acknowledge that a certificate permitting occupancy of the Property may be required by the manucipality and/or govern-	
		mental authority.	
•		If a conflicate is required, Soller shall, at Seller's expense and within days of the execution of this Agreement, order the certificate for	
		delivery to Buyer on or before settlement.	
0		In the event repairs/improvements are required for the issuance of the certificate, Seller shall, within 5 days of Seller's receipt of the require-	
		ments, notify Buyer of the requirements and whether Seller shall make the required repairs/improvements at Seller's exposse.	
(D)	It Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to	
		terminate the Agreement of Sale OR make the repairs/improvements at Buyer's expense and with Seller's permission, which shall not I e unrea-	
		sonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, termi sate this	
		Agreement If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to B ayer and	
		this Agreement of Sale will be NULL and VOID The Property Learn Backer by the track and representation and the property of th	
		IDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE BEQUIRED FOR PROPERTIES	
		2T BEFORE 1978 (1-90)	
	3	NOT APPLICABLE	
E		APPLICABLE	
Ē		Seller represents that: (check 1 OR 2)	
	A .	Desirer represents start; (creek 1 on 2) ☐ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.	
	- 1	12. Seller has knowledge of the presence of lead-based paint und/or lead-based paint bazards in or about the Property. (Provide the basis for	
	- 1	والمرافق المرافق والمنافية والمنظون والمنافق وال	
	- 1	determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available informa-	
	- 1	determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available information concerning Seller's knowledge of the presence of lead-based paint and/or lead based paint hazards.)	
	- 1		
	- 1		
	- 1		

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	Records/Reports (check LOR 2)	
	1. Seller has no to or records pertaining to lead-based paint and/or lead-based paint hazz or about the Property.	
	2. Seller has pr. Buyer with all available records and reports pertaining to lead-based pas	uhou
	the Property. (List documents)	
(C)	Buyer's Acknowledgment	
	1. Buyer has received the pumphlet Protect Your Family from Lead in Your Home and his read the Lead Warning Statement contained in	ı thi
	Agreement (See Environmental Notices). Buyer's Initials There	
	12. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazants, as identified in paragraph 11(A)	acx
	has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph II(B). Buyer's Initials: Page	
(D)	PLISK ASSESSAIENT/INSPECTION. Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before I	
. ,	Buyer has a 10 day period (unless Buyer and Seller agree in writing to a different period of time) to conduct a risk assessment or inspection	9/8
	the Property for the presence of lead-based paint and/or lead-based paint bazards.	DET C4
¥	WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the prosence	~~ ~4
	lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 2	16 01 16 01
	this Agreement.	
	1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or it ad-based	ne d
	point hazards. The risk assessment and/or inspection shall be completed within days of the execution of this Agreement of	Salc
	(insert "10" unless Huyer and Seller agree to a different period of time).	
	2. Within the time set forth above for obtaining the risk assessment and/or impection of the Property for lead-based paint and	Иог
	tend-based point hazards, Buyer may deliver to Agent for Soller, if any, otherwise to Seller, a written list of the specific hazard	lous
	conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or impection rep. 3. Seller may, within days of receivant the list and reportful cultural a project a property of the risk assessment and/or impection rep.	port.
	The confernation of the part of the part of the confernation of th	ozaj
	will metude, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will vide certification from a risk assessor or inspectur that corrective measures have been made satisfactority on or before the completion of	mo-
	4. Upon receiving the corrective proposal, Buyer, within 5 days, will: 4. Upon receiving the corrective proposal, Buyer, within 5 days, will:	ate.
	a. Accept the consective proposal and the Property in writing, and agree to the RELEASE set forth in purispraph 26 of this Agreem	
	OR	ænī,
	b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned prompt	nel v
	to Buyer and this Agreement of Sale will be NULL and VOID.	
	5. Should Seller fail to submit a written corrective proposal within the time set forth in panagraph 11(D)3 of this Agreement, then Bu	yer.
	within 5 days, wift:	
	a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR	
	 Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account of purchase price shall be return 	ned
	promptly to Buyer and this Agreement of Sale will be NULL and VOID 6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WA (VE)	
RAD (A)	Certification By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knewled, DON CONTINGENCY (1-98) Seller represents that: (check appropriate response(s))	ge.
RAD (A)	DON CONTINGENCY (1-98)	_
RAD (A)	Soller represents that: (check appropriate response(s)) 1. Soller has no knowledge concerning the presence or absence of radon 2. Soller has knowledge that the Property was tested on the dates, by the methods (e.g., charmoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/later or working levels)	_
RAD (A)	DON CONTINGENCY (1-98) Soller represents that: (check appropriate response(s)) 1. Soller has no knowledge concerning the presence or absence of radon 2. Soller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below:	_
(A)	Soller represents that: (check appropriate response(s)) 1. Seller has no knowledge concerning the presence of absence of radon 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charmoal canister, alpha track, etc.), and with results of all tests indicased below: DATE METHOD RESULTS (picoCuries/later or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRALETHER THE METHODS OR RESULTS OF THE TESTS.	zbe
(A)	Solitor represents that: (check appropriate response(s)) 21. Seller has no knowledge concerning the presence or absence of rudon 22. Seller has knowledge that the Property was tested on the dister, by the methods (e.g., charmoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/liter or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRA	zbe
(A)	Soller represents that: (check appropriate response(s)) 1. Seller has no knowledge concerning the presence or absence of radon 2. Seller has knowledge that the Property was tested on the distes, by the methods (e.g., charmal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/liter or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below. DATE RADON REDUCTION METHOD	the NT
RAIP (A)	Seller represents that: (check appropriate response(s)) 21. Seller has no knowledge concerning the presence or absence of radon 22. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/later or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 33. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below. DATE RADON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (w.e. Radon Notice). Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (w.e. Radonice). Buyer wat VES THIS OPTION and agrees in the RELEASE set forth in paragraph 26 of this Agreement. ELECTED	the NT
(A)	Soller represents that. (check appropriate response(s)) 21. Seller has no knowledge concerning the presence or absence of rudon 22. Seller has knowledge that the Property was tested on the distes, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/liter or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 23. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below: DATE RAIXON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (w.e. Radon). Buyer wat Valves This Option and agrees to the RELEASE set forth in paragraph 26 of this Agreement. ELECTED Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the test.	the NT
(A) (B) (B)	Soller represents that. (check appropriate response(s)) 21. Seller has no knowledge concerning the presence or absence of radon 22. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/later or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 23. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below: DATE RADON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (we Radon Notice). Buyer was walved to Seller, within	the NT
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(A)	Soller represents that: (check appropriate response(s)) 27. Soller has no knowledge concerning the presence or absence of radon C2. Soller has no knowledge concerning the presence or absence of radon C2. Soller has no knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/liter or working lewels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL ETHER THE METHODS OR RESULTS OF THE TESTS. C3. Soller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below: DATE RADON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (w.e. Radon Notice). BUYER WAIVES THIS OPTION and agrees in the RELEASE set forth in paragraph 26 of this Agreement. ELECTED Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the integer to Agent for Seller, if any, otherwise to Seller, within days of the execution of this Agreement. (See Radon Notice.) 1. If the test report reveals the presence of radon abow 0.02 working levels (4 picoCuries/liter), Buyer accepts the Property and age es to IRELEASE set forth in puragraph 26 of this Agreement. 2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picoCuries/liter), Buyer will, within	NT Hardon less the says
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(A)	DON CONTINGENCY (1-48) Seller prescrist that (check appropriate response(s)) 1. Seller has no knowledge concerning the presence or absence of radon 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/later or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below. DATE RADON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspecting (w.e. Radon Notice). BUYER WAIVES THIS OPTION and agrees in the RELEASE set forth in paragraph 26 of this Agreement. ELECTED Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the 1 fifthes are report reveals the presence of radon below 0.02 working levels (4 picoCuries/liter), Buyer accepts the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement. (See Radon Notice.) 1. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picoCuries/liter), Buyer adepts the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 3. Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 4. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase proper and include, but not limited to, the name of the certified uniting in our provisions for payment, including terests; and completion date for corn tive measures. 1. Within 5 days of receiving the corrective proposal. Seller will: a) Agree to the terms of the corrective proposal. Seller willing in which case	NT Hardon less the says
(A)	DON CONTINGENCY (1-48) Seller prescrist that (check appropriate response(s)) 1. Seller has no knowledge concerning the presence or absence of radon 2. Seller has knowledge that the Property was tested on the dates, by the methods (e.g., charcoal canister, alpha track, etc.), and with results of all tests indicated below: DATE METHOD RESULTS (picoCuries/later or working levels) COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRAL EITHER THE METHODS OR RESULTS OF THE TESTS. 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below. DATE RADON REDUCTION METHOD WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspecting (w.e. Radon Notice). BUYER WAIVES THIS OPTION and agrees in the RELEASE set forth in paragraph 26 of this Agreement. ELECTED Buyer, at Buyer's expense, has the option to obtain, from a certified inspector, a radon test of the Property and will deliver a copy of the 1 fifthes are report reveals the presence of radon below 0.02 working levels (4 picoCuries/liter), Buyer accepts the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement. (See Radon Notice.) 1. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picoCuries/liter), Buyer adepts the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 3. Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 4. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase proper and include, but not limited to, the name of the certified uniting in our provisions for payment, including terests; and completion date for corn tive measures. 1. Within 5 days of receiving the corrective proposal. Seller will: a) Agree to the terms of the corrective proposal. Seller willing in which case	NT Hardon less the says
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327					 Should Seller not agree to the terms of the corrective proposal or feil to respond within 	the given time, Buyer will, within 5 days	, 327
129					eler a) opt the Property in writing and garee to the RELEASE set forth in para.	16 of this Assessment of the	328
330					 a) apt the Property in writing and agree to the RELEASE set forth in para, b) arminate this Agreement in writing, in which case all deposit monies paid on ac 	26 of this Agreement, OR	329 1 336
331					promptly to Buyer and this Agroement of Sule will be NULL and VOID.	Count of purchase price stand be returned	1 330 331
332		Γ.	Op	don 2			232
333				a.	Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this		223
334 335				b.	Submit a written, corrective proposal to Agent for Seiler, if any, otherwise to Seiler The co		
336					limited to, the name of the certified mitigation company; provisions for payment, including tive measures. Seller shall pay a maximum of \$		
337					completed by settlement.	r remediation and rocass, which shall be	336 337
338					1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph	ph 12(B) (Option 2) b, Seller will, within	
339					5 days of receipt of the cost of remediation, worlfy Buyer of Seller's choice to pay for	the total cost of remediation and retests	339
344					OR not pay for the total cost of remediation and retosts.		340
341					2) If the Seller chooses not to pay for the total cost of remediation and retests, Buyer	will, within 3 days of receipt of Seller's	
342 343					noutication, notify Seller, in writing, of Buyer's choice to:	The country of the co	342
344					 a) Pay the difference between Seller's contribution to remediation and retests and Buyer accepts the Property and agrees to the RELEASE see forth in paragraph 2. 		343 344
345					b) Terminate this Agreement, in which case all deposit monies paid on account of p		
346					to Buyer and this Agreement of Sale will be NULL and VOID.	· · · · · · · · · · · · · · · · · · ·	346
347		(C)			failure to exercise any of Buyer's options within the time limits specified in this puragra		
948		 .			arry and Ruyer accepts the Property and agrees to the RELEASE set forth in paragraph	h 26 of this Agreement.	3.48
349 358	13.				WATER (1-96)		349
351		(m)	3611		ptisonts that this property is served by: Public Water		,350 351
352				õ	On-sate Water		357
353				[]	Community Water		353
354					None		354
354		/B\	A	To a	CONTROL DISPOSITION CONTROL		355
356 357					SERVICE INSPECTION CONTINGENCY Business acknowledges that Business the universe to request an inspection of the property and the property of	ion for the Bancon. Historian constraint	355
358					 Buyer acknowledges that Huyer has the option to request an inspection of the water servi TION and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 	to the erespenty, BUYER WAIVES	357 158
359		ſĩ		CTE			128 359
360			1.		or has the option, within days of the execution of this Agreement and at Buyer's c		360
361					otherwise to Schler, a written inspection report by a qualified, professional water to	esting company of the quality and/or	
362 363			2		utity of the water service.	la de Callante armine de la la de	362
364			2.		er agrees to locate and provide access to the on-site (or individual) water system, if applicable oction company. Seller also agrees to restore the Property prior to sculement.	ie, at helier's expense, it required by the	363 354
360			3.		e report reveals that the water service does not meet the minimum standards of any applicable	e governmental authorities and/or facts to	
366					fy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller		
367				the t	report, notify Buyer in writing of Seller's choice to:	,	367
368				я.	Upgrade the water service to the minimum acceptable levels, before settlement, in which car	se Buyer accepts the Property at dagrees	
989 016				h	to the RELEASE set Rith in paragraph 26 of this Agreement, OR Not apgrade the water service.		389 370
271			4.	If Se	effer chooses not to approach the water service to minimum acceptable levels, Buyer will	L within days of Seller's notice	
3/2					to correct, either:		372
373				a .	Accept the Property and the water service and, if required by the mortgage lendet, if any, and		
374					the water service before settlement or within the time required by the mortgage lender, it ar		
375 376					Buyer's expense and with Seller's permission, which shall not be unreasonably withheld,		
3//					paragraph 26 of this Agreement. If Seller denies Buyer permission to apprace the water serv denial, terminate this Agreement. If Ruyer terminates this Agreement, all deposit monies pa		
372					resurred promptly to Buyer and this Agreement of Sale will be NULLI, and VOID, OR	and an except of paronage price sents of	378
379				b.	Terminate this Agreement, in which case all deposit monies paid on account of purchase pr	rice shall be returned promptly to Buyer	
380			_		and this Agreement of Sale will be NULL and VOID		300
397 387			S		er's failure to exercise any of Buyer's options within the time limits specified in this par-		
383	14	STA	TUS		contingency and Buyer accepts the Property and agrees in the RELEASE set forth in a SEWER (1-98)	ber alle ichen so en tene sellt gentag. Ir.	383 383
384		(A)	Sell	et rep	resents that Property is served by:		384
385					Public Sewer		285
386					Individual On-lot Sewage Disposal System (See Sewage Notice 1)	O Marca A se	386
38) 380					Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Natice 1, see Community Sewage Disposal System)	Sewage Notice 4, if applicable	367 388
389				ī.	Ten-acre Permit Exemption (See Sewage Notice 2)		329
390					Holding Tank (See Sewage Notice 3)		390
391					None (Sec Sewage Notice 1)		391
192 202				Ĕ,	None Available/Permit Limitations in Effect (See Sewage Notice 5)		392
393 7 94		(R)	วักก		WAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY		393 394
395		3			Buyer acknowledges that Buyer has the option to request an individual on-for sewage disp	osal inspection of the Property, RHYPR	
39€					THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.	,	344
181		Ü		CTE			347
298			I		or has the option, within days of the execution of this Agreement and at Huyer's a		
400 400			2.		otherwise to Seller, a written inspection report by a qualified, professional inspector of the in- er agrees to locate and provide access to the individual on-lot sewage disposal system, and,		393 448
407					ty the septic rank, at Seller's expense. Seller also agrees to restore the Property prior to settle		400 431
102			3.		e report reveals defects that do not require expansion or replacement of the existing sewa		
403					days of receipt of the report, notify Buyer in writing of Seiler's choice to:		400
484 486				2	Correct the defects before settlement, including retests, at Seller's expense, in which case B	super accepts the Property and agrees to	
485 486					the RELEASE set forth in paragraph 26 of this Agreement, OR Not correct the delegas, in which cases thereor will softhin	at the comment that defends with an	42K) 466
487 487				b.	Not correct the defects, to which case Buyer will, within days of Seller's notice no. 1) Accept the Property and the system and, if required by the mortgage lender, if any, and	or to correct the defects, either: bloc any covernmental authority, correct	466 407
108					the defects before settlement or within the time required by the mortgage kinder, if an		408
411)					Buyer's sole expense and with Seller's permission, which shall not be unreasonably w	ithhold, and agree to the RELLANE, set	449
170					forth in paragraph 26 of this Agreement If Seller denies Buyer permission to correct t		
411					Seller's donial, terminate this Agreement. If Buyer terminates this Agreement, all depo		
412 413					price shall be returned promptly to Buyer and this Agreement of Sale will be NHLL at 2) Ferminate this Agreement in writing, in which case all deposit montes paid on acco		412 413
414					promptly to Buyer and this Agreement of Sale will be NULL and VOID.	the same base what he territory	414
415			۹.	If the	e report reveals the nord to expand or replace the existing individual on-lot sewage disposal s	ystem, Seller may, within days	415
416					ceips of the report, submit a corrective proposal to Agent for Buyer, if any, otherwise to Buy		
41/					not be limited to, the name of the rentediation company; provisions for payment, including re-		417 416
116 414				will:	sures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is	reconstruction and the Black that it address.	419
120				3.	Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts to	he Property and agrees to the R. LEASE	
421					ser forth in paragraph 26 of this Agreement, OR		121
455				1	40	an all RK	422
123	Виу	er Ini	tials	:'	A/S Residential Page 5 of 8	Seller Initials: RK	423
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_			30		57 078 45 3? 5	- 40°	

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defects b** **serificented on within the failure required by the montague lender, it sign, ** any governmental authority, at Bioper's solicities of the committee of the committ	438 439 455 456 466 6 6 6 6 6 6 6 6 6 6 6 6 6 6	(B)	and Seller agree that, in the event any Agent herein is joined in litigation for the return of deposit monies, the arturneys' fees and one is of	
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defects by settlecent or within the time required by the mortgage lender, if any, y. solic cry with Netter's permission, which shall not be unreasonally withind, yew to the RELEASE let forth in purpose play his, which Netter's permission to come the detect, all cappoin means paid on account of purchase play his, which can be disposition than be detected in the purpose play his which can be disposition manks paid in account of purchase price within the time limit is perficiled in this purpose play hald emoditure a WAVER of the continuence and of Buyer's expense within the time limit is perficiled in this purpose play hald emoditure a WAVER of the continuence and of Buyer's expense in the RELEASE act forth in purpose hald emoditure a WAVER of the continuence and continuence and proposed to the RELEASE act forth in purpose hald emoditure a WAVER of the continuence and continuence and proposed accounts of the Agreement, that is begin purposented, conditioning or common accounts accounts on accounts have been made against the Property which create supposed and that no notice by any government or public authority has been served up in Select or deprece on Select schedul, including cricks and established proposed accounts of the purpose	438 439 15			
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defects b "settlement or within the time required by the mortgage lender, if any, 2 may government underly, at Buyer and property of the Part Section of the the management of the Part Section of the Part Se	438 439 45.	(B)	3) Seller shall not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expression	wed
defects by settlement or within the time required by the mortgage levelue, if any, it any governments with scales by an interest to solicity or with Selective premission, which shall not be turnstaneously withful. It also to the RELEASE set forth in paragraph 26 of the RELEASE set forth in paragraph 26 of the RELEASE set forth in paragraph 26 of this Agreement of Sale will be NULL and VOID. 1. Terminate this Agreement of Sale will be NULL and VOID. 2. Terminate this Agreement of Sale will be NULL and VOID. 3. Buyer's failure to encept any of Bayer's options within the time limits paperlised in this paragraph 26 of this Agreement. And the time limits paperlised in this paragraph 26 of this Agreement. And the paragraph 26 of this Agreement are very the set of	130 131 15			
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defects P settlement or within the time required by the mortgage lender, if any, y any governmental authority, at Bayer post to the RELEASE feeth in prargaph 50 to as Agreement in Selfer decision Buyer permission, which allow to current the elector, all exposs manusles goal on account of rurchase price shall be externed and the settlement of the NALL and VOID. 10. Terminate the Agreement of Sale will be NALL and VOID. 10. Buyer's failure to exercise any of Bayer's opiotes within the time limits generated in subject and this Agreement of Sale will be NALL and VOID. 10. Buyer's failure to exercise any of Bayer's opiotes within the time limits generated in this paragraph shall consider a NALVER of this contingency and they are excepts the Property and agrees to the RELEASE set forth in paragraph 30 of this Agreement. 10. NOTECHES ASSESSMENTATS (+9) and the Agreement of Sale will be NALL and public improvement, condomination or becoments assessment as eventures, between the property of the set of the Agreement of Agreement of the Agreement of Agreement	130 15.			
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defects by settlement or within the time required by the mortgage lender, if any, : any governmental authority, at Blogwe's solic cept with shallerly permission, which shall not be turnessorthly withheld. Jr. see to the RELEASE rath this paragraph as do caused the property and agrees to the defects, all caposit moutes paid on account of prochase price shall be returned promptly to the typer and this Agreement and Saw be NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's with the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to exercise any of Saw's and the NULL and VOID. Super's failure to the troperty which committee and the saw of the saw's and assessments and the saw's and assessments are received and the saw of the saw's and the saw of the NULL and VOID. In the seems noncose and assessments are received after execution of thus Agreement. Seller with nearly flayer in writing, within 1 days of receiving the notice and assessments are received after execution of thus Agreement. Seller with nearly flayer in writing, within 1 days of receiving the notice and assessments as Seller's expense, in which case Buyer within noticy Seller within 3 days of nearly nearly and the saw of the saw	138 15.	due	ue to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the perposition	e of
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		(C)	9 12:00 CENTURY 21 COVERED BRIDGES ID=5707845375 A Roal Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate	67
527		•	licensee owing to fire in interpresentation, or deceit in a real estate transaction and who have been lette collect the judgment after a xhaust-	521 527
523			ing all legal and eq. temedies. For complete details about the Fund, call (717) 783-3658. 1) 882-2113 (within Pennsylva iia) and	523
524 525	23.	m	(717) 783-4854 (outs Pennsylvania). NDOMINIUM RESALE ACT NOTICE (8-95)	574
576	-	7	NOT APPLICABLE	525 526
527		Ę.	APPLICABLE	527
528 528		(A)	Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association.	528
329 330		(6)	§3407 of the Uniform Condominium Act of Printsylvania requires Selter to furnish Buyer with a Cestificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.	579
571		(C)	Within days of the execution of this Agreement, Softer shall submit a request to the association for a Corrificate of Resale and the doc-	530 531
532			uments necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within	537
533 534		(D)	10 days of Seller's request. Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provule the Certificate in a timely manner, nor 4 Seller.	533
185		ί-,	liable to Buyer for any erroneous information provided by the association and included to the Certificate.	534 535
536		(E)	Buyer may declare the Agreement of Sale VOID at any time before Buyer's receipt of the Certificate of Resale and for 5 days therealter, OR	536
537 538			until settlement, whichever occurs first. Huyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be returned to Buyer	537
539	24.	PLA	INNED COMMUNITY (HOMEOWNER ASSOCIATION) NOTICE FOR PURPOSES OF RESALE ONLY (1-97)	539 539
540		_	NOT APPLICABLE	540
541 542		(A)	APPLICABLE	541
543		(A)	Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. (See Definition of Planned Community Notice for the definition contained in the Act).	\$42 543
544		(B)	§5407(a) of the Act requires Seller to furnish Buyer with a copy of the Declaration (other than plats and plans), the bylaws, the rules and require	544
545			lations of the association, and a Certificate contaming the provisions set forth in §5407(a) of the Act.	545
546 547		(E.)	Within days of the execution of this agreement, Soller shall submit a request to the association for a Certificate and the documents necessary to enable Soller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of	546
548			seller's request.	547 548
549		(D)	Under the Act, Selter is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor a Selter	549
550 551		Œ	hable to Buyer for any erroneous information provided by the Association and included in the Certificate. Buyer from the buyer has Associated and the Certificate.	550
552		11-7	Buyer may dealure the Agreement of Sale VOID at any time before Boyer's receipt of the association documents and for 5 days thereafter, OR until sentement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be	\$51 552
503			returned to Buyer	553
554 555	25,		INTERNANCE AND RISK OF LOSS (1-98)	554
556		(A)	Seller shall maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.	\$35 556
357		(B)	In the event any system or appliance included in the sale of the Property falls and Seller does not repair or replace the item, Seller will promptly	557
558			notify Buyer in writing of Seller's choice to	558
560			 Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the fa led system or appliance (this option must be acceptable to the mortgage leader, if any). In each case, Puyer accepts the Property and agrees to 	553 500:
S£1			the RELEASE set forth in paragraph 26 of this Agreement.	561
207			2. Make no repairs or replacements, and not credu Buyer at settlement for the fair market value of the failed system or appliance, () which	\$82
564 564			case Buyer will notify Seller in writing within 5 days or before settlement, whichever is sooner, that Buyer shall a. Accept the Property and agree to the RELEASE set torth in paragraph 26 of this Agreement, OR	563 563
363			b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly () Buyer	564 343
1.2			and this Agreement of Sale will be NULL and VOID.	aéu
\$01 588		(C)	Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any property included in this sale that is not repaired or replaced prior to settlement. Buyer shall have the option of rescinding this Agreen ent and	5 2.
586			promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds	508 58 9
E1.2			of any insurance recovery obtainable by Sellen Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Prope ty as of	5.15
E7.		Dura	the time of execution of this Agreement. Fi's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WALVER of this con-	571
370		time	ency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.	3 12 27 D
v .	26.		£ASE (7-96) — Buyer hereby releases, quit claims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EN PLOY-	
			, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be ligh e by or	i
277		EES		47.
		EES three	ugh them. from any and all claims, losses or demands, including, but not limited to personal injuries and property damage at d all of onsequences thereof, whether new known or not, which may arise from the presence of termites or other wood-boring insects, radon,	
		three the c lead	ugh them. From any and all claims, bases or demands, including, but not limited to, personal injuries and property damage at d all of onsequences thereof, whether now known or not, which may arise from the presence of termines or other wood-boring insects radon, hased paint bazards, environmental bazards, any defects in the individual outlot sewage disposal system or deficiencies in the on-site	47. 570
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642	Seller hereby approves the above contract this 22 ml day of Assust A.D. /	200
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SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.86-1999 AND CIVIL WRIT NO. 778 of 1999 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST AND BEST BIDDER, FOR CASH, IN A COURT ROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

ALL that certain piece, parcel and lot of land situate in Catawissa Heights, Catawissa Borough, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on a curve on the easterly right-of-way line of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being at the southwest corner of Lot No. 8;

THENCE along the southerly line of Lot No. 8, South 61 degrees 31 minutes 34 seconds East 104.72 feet to a point on the westerly line of Lot No. 17;

THENCE along the westerly line of Lot No. 17 South 12 degrees 52 minutes 25 seconds East 143.61 feet to a point on the northerly line of lands now or formerly of Shirley Wawroskie, said point also being at the northeast corner of Lot No. 6;

THENCE along the northerly line of Lot No. 6 and the northerly line of Lot No. 5 North 46 degrees 14 minutes 11 seconds West 210.67 feet to a point on a curve on the easterly right-of-way of Grove Avenue, said point being at the cul-de-sac at the easterly terminus of said Grove Avenue, said point also being the northeast corner of Lot No. 5;

THENCE along the right-of-way on a curve to the left having a Delta Angle of 63 degrees 10 minutes 22 seconds, a Radius of 50.00 feet and a tangent of 30.74 feet for an arc length of 55.13 feet to the place of BEGINNING.

CONTAINING 10,792.50 square feet of land in all.

SUBJECT TO the northerly one-half of a twenty (20) foot drainage and utility easement running along and adjacent to the southerly line of the above described premises.

BEING LOT NO. 7 of Catawissa Heights, as more fully shown on a draft prepared by Orangeville Surveying Consultants dated March 14, 1977 revised by T. Bryce James and Associates in November, 1979 and last revised December 4, 1987 and recorded in Columbia County Map Book 6, page 444.

IMPROVED WITH a residential dwelling having the address of: 515 Grove Avenue, Catawissa, PA 17820.

BEING the same premises sold and conveyed to Richard Kaplan and Libby Kaplan, his wife, by Deed of Robert E. Ellis and Naomi B. Ellis, his wife, dated December 13, 1990 and recorded January 14,1991 in Columbia County Record Book 465 at Page 809.

The property ID number is: 8-4-54-11.