

REAL ESTATE
SHERIFF'S SALE--COST SHEET

Timothy J. Jones vs Kaplan
NO. 86-97 E.D. NO. 178 J.D. DATE OF SALE 10-11-00 TIME OF SALE 11:00

DOCKET AND RETURN \$ 12.00
SERVICE PER DEFENDANT OR GARNISHEE 18.00
LEVY (PER PARCEL) 12.00
MAILING COSTS 12.00
ADVERTISING, SALE BILLS, & COPIES 90.00
ADVERTISING SALE (PLUS NEWSPAPER) 75.00
MILEAGE 10.00
POSTING HANDBILLS 10.00
CRYING?ADJOURN SALE (EACH SALE) 36.00
SHERIFF'S DEED 36.00
TRANSFER TAX FORM 36.00
DISTRIBUTION FORM 36.00
OTHER 36.00
Notary

TOTAL.....\$ 307.96

PRESS-ENTERPRISE INC \$ 560.36
SOLICITOR'S SERVICES 75.00

TOTAL.....\$ 635.36

PROTHONOTARY (NOTARY) \$
RECORDER OF DEEDS

OTHER

TOTAL.....\$

REAL ESTATE TAXES:

BOROUGH, TWP. & COUNTY TAXES, 19 \$
SCHOOL DISTRICT TAXES, 19 \$
DELINQUENT TAXES, 19 , 19 \$ 5.00

TOTAL.....\$ 5.00

MUNICIPAL FEES DUE:

SEWER--MUNICIPAL 19 \$
WATER--MUNICIPAL 19 \$

TOTAL.....\$

SURCHARGE FEE: STATE TREASURER (TRAINING FEE)

TOTAL.....\$ 85.00

MISCELLANEOUS \$
 \$

TOTAL.....\$

TOTAL COSTS (OPEN BID).....\$

1036.32
1047.12
1005.86
1036.32

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

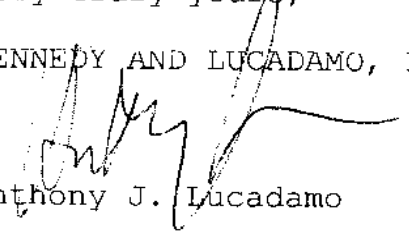
Dear Sheriff:

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 yours,

KENNEDY AND LUCADAMO, P.C.


Anthony J. Lucadamo

136.92
AJL:bma
Enc.

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

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,

KENNEDY AND LUCADAMO, P.C.

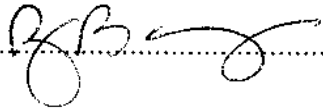
Anthony J. Lucadamo

AJL:bma

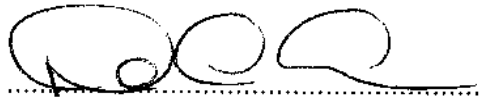
29% Pdg
Settlement
called 10-14-99
1500

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

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.

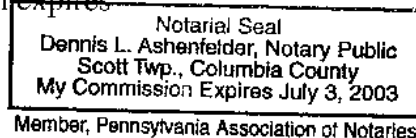
.....


Sworn and subscribed to before me this 18th day of OCTOBER, 1999.

.....


(Notary Public)

My commission expires



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

.....

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

TEL: (717) 784-0257

PHONE
(717) 389-5622

24 HOUR PHONE
(717) 784-6100

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 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 NOTICE OF SHERIFF'S SALE IN REAL ESTATE AND A
COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON Richard Kaplan

AT Columbia County Sheriff's Office BY Chief 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 Richard Kaplan

SO ANSWERS:

Timothy Chamberlain
DEPUTY SHERIFF

Harry A. Roadarmel Jr.
SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 18th DAY OF

October 1999

Sarah J. Hower

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 300
BLOOMSBURG, PA 17815
FAX: (717) 204-0257

PHONE
(717) 309-5622

24 HOUR PHONE
(717) 204-6100

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.

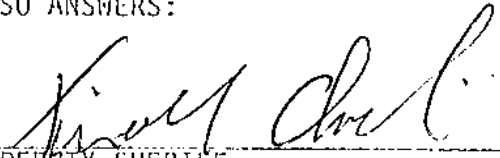
NO. 86-1999

WRIT OF EXECUTION

SERVICE ON 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

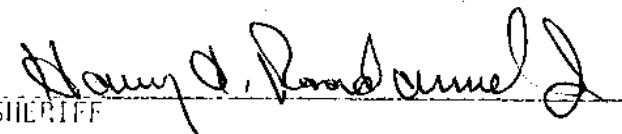
SO ANSWERS:


DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF

October 1999
Sarah J. Hower


SHERIFF

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

TEL: (717) 784-0257

PHONE
(717) 784-0257

24 HOUR PHONE
(717) 784-6300

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 Libby Kaplan

ON Sept. 13, 1999 AT 10:25 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 Libby Kaplan
Chief

AT 515 Grove Ave. 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 Libby Kaplan

SO ANSWERS:

Timothy Chamberlain
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF

October 1999
Sarah J. Hower

Harry A. Roadarmel Jr.
SHERIFF

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 389
BLOOMSBURG, PA 17815
FAX: (717) 704-0252

PHONE
(717) 704-5677

24 HOUR PHONE
(717) 704-6300

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 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 Catawissa Sewer & Electric

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:

Timothy Chamberlain
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF

October 1999

Sarah J. Hower

Harry A. Roadarmel Jr.
SHERIFF

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 310
BLOOMSBURG, PA 17815
FAX: (717) 784-0257

PHONE
(717) 784-6111

24 HOUR PHONE
(717) 784-6108

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

WRIT OF EXECUTION

SERVICE ON Linda Kashner, Catwissa Burough Tax Collector

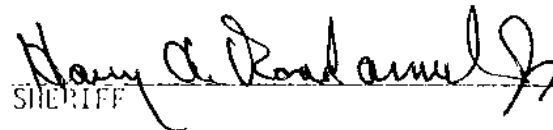
ON Sept. 13, 1999 AT 1:55 PM A TRUE AND ATTESTED COPY OF THE WITHIN
WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN REAL ESTATE AND A
COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON Linda Kashner
Chief

AT 138 South 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 Linda Kashner

SO ANSWERS:


DEPUTY SHERIFF


SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 18th DAY OF

October 1999

Sarah J. Hower

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 300
BLOOMSBURG, PA 17815
FAX: (717) 784-9257

PHONE
(717) 895-6777

24 HOUR PHONE
(717) 784-6100

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.

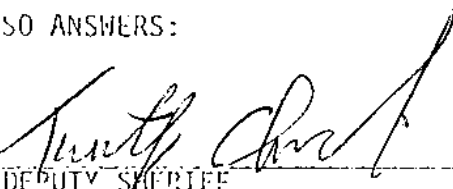
NO. 86-1999

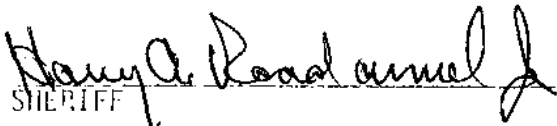
WRIT OF EXECUTION

SERVICE ON Columbia County Domestic Relations

ON Sept. 13, 1999 AT 1:30 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 PROPERTY WAS SERVED ON Col Co. Domestic Realtions
Chief
AT 700 Sawmill Road Bloomsburg, 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 Lori Carglo, Secretary

SO ANSWERS:


DEPUTY SHERIFF


SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF

October 1999
Sarah J. Hower

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

TEL: (717) 764-0257

PHONE
(717) 309-5677

24 HOUR PHONE
(717) 284-6300

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 Columbia County Tax Claim

ON Sept. 3, 1999 AT 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 PROPERTY WAS SERVED ON Col. Co. Tax Claim

AT Courthouse Bloomsburg, PA BY ~~DEPUTY~~ SHERIFF Harry A. Roadarmel, Jr.

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 Dennis Long, Director

SO ANSWERS:

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 1st DAY OF

October 1999

Sarah J. Hower

Harry A. Roadarmel, Jr.
SHERIFF

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 388
BLOOMSBURG, PA 17815

PHONE
~~717-339-5775~~
570-389-5622

24 HOUR TELEPHONE
(717) 784-6100

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
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF Timothy Chamberlain Chief

SO ANSWERS:

Timothy Chamberlain
DEPUTY SHERIFF
Harry A. Roadarmel, Jr.
SHERIFF HARRY A. ROADARMEL, JR.

Sworn and subscribed before me
this 15th day of
October 1999
Sarah J. Hower
Sarah J. Hower

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

DOMESTIC RELATIONS SECTION OF _____ COUNTY

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

Part I. Obligor Information (To be completed by requestor)

Please search your records of child and spousal support obligations to determine whether any record of overdue support exists for the following person:

<u>Name</u>	<u>Date of Birth</u>	<u>Social Security Number</u>
<u>Richard A. Kaplan</u>	<u>1-11-49</u>	<u>072-42-6599</u>

Date: 9-13-99

Requestor: _____

Print Name

Signature

Part II - Lien Information (To be provided by DRS)

WE HAVE NO RECORD OF ANY CASE WITH THE ABOVE-NAMED INDIVIDUAL.

X
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.

<u>Amount of Overdue Support</u>	<u>Next Due Date</u>	<u>Next Payment Amount</u>
<u>606.17</u>	_____	_____

Date: 9-13-99

BY: Debbie D. Pasquale

TITLE: Computer Operator

Certified from the record
this 13 day of Sept 1999

County Clerk

Notar Public for the State of New York

Debbie D. Pasquale

Is your RETURN ADDRESS indicated on the reverse side?

SENDER:

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

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

1. ☒ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Office of F.A.I.R
Dept. of Public Welfare
P.O. BOX 8016
Harrisburg, PA 17105

4a. Article Number

2052 311 281

4b. Service Type

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

7. Date of Delivery

SEP 07 1994

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

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

PS Form 3811, December 1994

102595-96-B-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Thank you for using Return Receipt Service.

PS Form 3811, December 1994

102595-96-B-0229

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

7. Date of Delivery

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

4a. Article Number

2052 311 281

1. ☒ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

6. Signature: (Addressee or Agent)

5. Received By: (Print Name)

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

7. Date of Delivery

4b. Service Type

4a. Article Number

2052 311 281

1. ☒ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

SENDER:

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

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

1. ☒ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Small Business Administration
7 North Wilkes Barre Blvd
Wilkes-Barre, PA 18702-5241

4a. Article Number

2052 311 281

4b. Service Type

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

7. Date of Delivery

7/7/94

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

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

PS Form 3811, December 1994

102595-96-B-0229

Domestic Return Receipt

Is your RETURN ADDRESS indicated on the reverse side?

Is your RETURN ADDRESS indicated on the reverse side?

Is your RETURN ADDRESS indicated on the reverse side?

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 204-6300
389-5622

TELEPHONE
(717) 204-6300

Date: Sep. 1, 1999

To: _____

DOMESTIC RELATIONS
702 SAWMILL ROAD
BLOOMSBURG, PA 17815

Re: First Federal Bank vs. Richard & Libby Kaplan

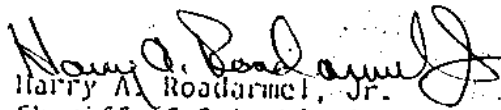
No: 86 of 1999 ED No: 778 of 1999 JD

Dear Sir:

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

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

Respectfully,


Harry A. Roadarmel, Jr.
Sheriff of Columbia County

Case # 251881758

COPY

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY

CIVIL ACTION - LAW

Mortgage Foreclosure

86ES-1999

NO. 778

of 1999

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 86ES-1999 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 Oct. 21, 1999, 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

CASE ID: 251001758 Dist Hold: **N**
Payer: 7703000532 **KAPLAN, RICHARD A.**
Payee: 8703000537 **KAPLAN, LIBBY**
Total Debt Balance: **793.67** Payer has future collections on hold: **N**

DATE	Transaction Description	Reference ID	Trans Amt	Debt Bal
09/01/99	ACCRUAL TRANS		350.00	981.17
09/03/99	NORMAL DISTRIBUTION	1919990903K000502300	187.50	793.67
09/03/99	DISBURSEMENT	1987030005371	187.50	793.67

\$
Minus 187.50 W/A = 606.17
AKYS.

04-#0009:END OF INQUIRY S-#0003:COMMAND COMPLETED

BACK PREV NEXT ADD CHANGE

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS OF
:
: COLUMBIA COUNTY
:
:

: CIVIL ACTION - LAW
:
:

: Mortgage Foreclosure
:
:

: 86 ED 99
:
:

: NO. 778 of 1999

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 86ED99 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 Oct. 21, 1999, 1999, at 11:00 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

DRAFT

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS OF
:
: COLUMBIA COUNTY
:
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:
: 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	12 EAST BROAD STREET
FIRST FEDERAL SAVINGS AND LOAN	HAZLETON PA 18201
ASSOCIATION OF HAZLETON	

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

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

Name:

Address:

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

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

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY

CIVIL ACTION - LAW

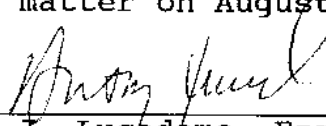
Mortgage Foreclosure

NO. 778 of 1999

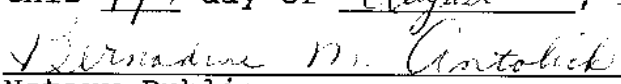
AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

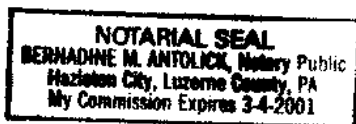
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LUZERNE :

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.


Anthony J. Lucadamo, Esquire

Sworn to and subscribed before me
this 17th day of August, 1999.


Notary Public



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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY

CIVIL ACTION - LAW

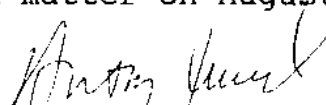
Mortgage Foreclosure

NO. 778 of 1999

AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

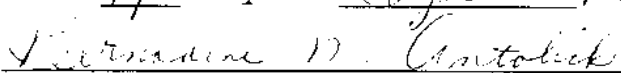
COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF LUZERNE :

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Anthony J. Lucadamo, Esquire

Sworn to and subscribed before me
this 17th day of August, 1999.



Notary Public

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

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY

CIVIL ACTION - LAW
Mortgage Foreclosure

NO. 778 of 1999

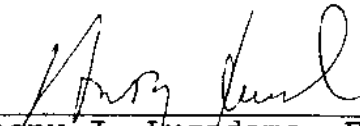
AFFIDAVIT OF NAME AND LAST KNOWN ADDRESS OF OWNER AND DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LUZERNE : ss

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:

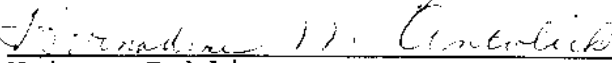
RICHARD KAPLAN
515 LEGION ROAD APT 2
BLOOMSBURG PA 17815

LIBBY KAPLAN
515 GROVE AVENUE
CATAWISSA PA 17820



Anthony J. Lucadamo, Esquire

Sworn to and subscribed before me
this 17th day of August, 1999.



Notary Public

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

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY

CIVIL ACTION - LAW

Mortgage Foreclosure

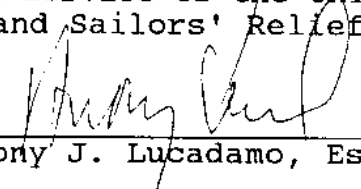
NO. 778

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.



Anthony J. Lucadamo, Esquire

Sworn to and subscribed before me
this 14th day of August, 1999.

Bernadine M. Antolick
Notary Public

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

4309

KENNEDY AND LUCADAMO, P.C.
ATTORNEYS AT LAW
TRUST ACCOUNT/OLTA ACCOUNT
200 W. CHAPEL ST.
HAZLETON, PA 18201

FIRST FEDERAL SAVINGS
HAZLETON, PENNSYLVANIA 18201
60-7243-2313

8/12/99

\$ 500.00

PAY TO THE ORDER OF Charles J. Smith \$ 500.00 DOLLARS

Charles J. Smith

Charles J. Smith

MEMO FF/Kaplan 0004309 023137243905 010037133



FIRST FEDERAL
BANK

12 E. BROAD STREET
HAZLETON, PA 18201-6591

CASH WITHIN 90 DAYS FROM DATE - NOT VALID THEREAFTER

120581

60-7243/2313

AMOUNT

DATE

NOV 23, 1999

*****136.32*

PAY ONE HUNDRED THIRTY-SIX DOLLARS AND 32/100

TO THE
ORDER
OF

COLUMBIA COUNTY SHERIFF

ACCOUNTS PAYABLE

AUTHORIZED SIGNATURE



FIRST FEDERAL
BANK

12 E. BROAD STREET
HAZLETON, PA 18201-6591

CASH WITHIN 90 DAYS FROM DATE - NOT VALID THEREAFTER

120287

60-7243/2313

AMOUNT

DATE

NOV 04, 1999

*****105.86*

PAY ONE HUNDRED FIVE DOLLARS AND 86/100

TO THE
ORDER
OF

SHERIFF OF COLUMBIA COUNTY

ACCOUNTS PAYABLE

AUTHORIZED SIGNATURE

⑈120287⑈ ⑆231372439⑆5 019999002⑈

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS OF
:
: COLUMBIA COUNTY
:
:

: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:

: *ES 86 of 1999*
:
: NO. 778 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.

DATED: August 17, 1999

Anthony J. Lucadamo

Anthony J. Lucadamo, Esquire
Attorney for Plaintiff

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS OF
:
: COLUMBIA COUNTY
:
:

: CIVIL ACTION - LAW
:
:

: Mortgage Foreclosure
:
:

: ED 76 of 1999
:
:

: 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

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

Plaintiff

vs.

RICHARD KAPLAN and LIBBY KAPLAN,
his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY

CIVIL ACTION - LAW
Mortgage Foreclosure

NO. 778 of 1999

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

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

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF COLUMBIA : ss

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	\$ 4,062.57
Interest from 5/20/99 to 10/15/99	\$ 118.90
Attorney's Fee	<u>\$ 1,750.00</u>

TOTAL \$ 5,931.47 plus costs and

plus interest accruing at the contract rate until date of distribution.

Date: August 17th, 1999

Terri B. Kline
Prothonotary, Court of Common Pleas
of Columbia County, Pennsylvania

BY: Elizabeth A. Brown, Dep.
Deputy

(SEAL)

Prothonotary \$ 55.00 Bd
Judge \$ 9.00 Bd
Writ of Exp \$ 15.00 Bd
Sheriff \$ 50.00 Bd
Scrib \$ 5.00

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;

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

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
HUNDSBURG, PA 17035

34 10308 FAX 000
(717) 784-6100

FAX 000
(717) 369-5622

DATE: Sep. 1, 1999

RE: Sheriff's Sale Advertising, Dates:

First Federal Bank vs. Richard & Libby Kaplan

No. 86 of 1999 P.D. No. 778 of 1999 J.D.

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

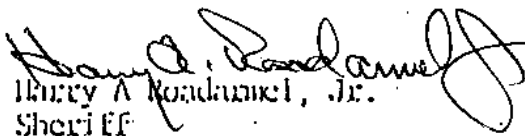
1st week Sep. 30, 1999 DATE OF SALE OCT 21, 1999 1100

2nd week Oct. 7, 1999

3rd week Oct. 14, 1999

Feel free to contact me if you have any questions.

Respectfully


Harry A. Roadarmel, Jr.
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

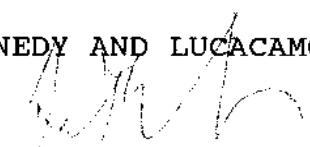
Dear Sheriff:

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.

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300

SHERIFF'S SUCCESSIONAL ESTATE OUTLINE

PHONE
(717) 309-5672

24 HOUR PHONE
(717) 784-6300

RECEIVE AND TIME STAMP WRIT Aug 17, 1999

DOCKET AND INDEX Aug 28, 1999

SET FILE FOLDER UP 11

CHECK FOR PROPER INFO

WRIT OF EXECUTION 4

COPY OF DESCRIPTION 6

WHEREABOUTS OF LAST KNOWN ADDRESS ✓

NON-MILITARY AFFIDAVIT ✓

NOTICES OF SHERIFF'S SALE 10

WATCHMAN RELEASE FORM

AFFIDAVIT OF LIENS LIST

CHECK FOR 900.00 ANY, CK. 4309 \$900.00

* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO

SET SALE DATE AND ADV. DATES AND POSTING DATES Oct. 21, 1999 1100

POST ALL DATES ON CALENDAR Sep. 23, 1999

- * SET SALE DATE AT LEAST 2 MONTHS AFTER RECEIVING WRIT
- * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES
- * SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE

SET DISTRIBUTION DATE Sep 30, Oct 7 & 14

- * MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)
- * MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED

FILL IN ALL NO'S ON EXECUTION PAPERS

TYPE PROPER INFO ON DESCRIPTION (refer to previous sales)

SERVICE

TYPE CARDS FOR DEFENDANTS

PUT PAPERS TOGETHER FOR DEFENDANTS

- * 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. MAIL OR SENDERS RECEIPT

- * DOCKET ALL DATES

HARRY A. ROADARMEL, JR.



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

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

PHONE
(717) 309-5622

SHERIFF'S SALE OUTLINE CONT

SALE BILLS

SEND DESCRIPTION TO PRINTER

AA THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV.

SEND NOTICES TO LOCAL TAX COLLECTORS

NOTICES TO WATER AND SEWER AUTH.

SEND NOTICES TO FEDERAL AND STATE TAX AUTH

IF BUSINESS SEND COPY TO SBA AUTH.

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE

TAX CLAIM OFFICE

TAX ASSESSMENT OFFICE

PROTH OFFICE (post on board)

POST IN FRONT LOBBY

POST IN SHERIFF'S OFFICE

SEND COPY TO ATTY

POST PROPERTY ACCORDING TO DATE SET

SEND RETURN OF POSTING TO ATTY

DOCKET ALL COSTS

PREPARE COST SHEET 2 DAYS BEFORE SALE

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE

HOLD SALE

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE

PAY DISTRIBUTION ACCORDING TO DATE

* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED

STANDARD AGREEMENT FOR THE SALE OF REAL ESTATE

A/S Residential

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAAR)

PA LICENSED BROKER

AGENT FOR SELLER Century 21 Covered Bridges Rty, Inc. PH _____
 ADDRESS _____ FAX _____
 SUBAGENT FOR SELLER _____ PH _____
 ADDRESS _____ FAX _____
 AGENT FOR BUYER Century 21 Covered Bridges Rty, Inc. PH 781-2821
 ADDRESS 2701 A New Bwle Hwy. Bloomsburg, PA 17815 FAX _____

1. **This Agreement**, dated August 18, 1999, is between
 SELLER(S): Kaplan

Address 515 Grove Ave.
Catawissa, PA Zip Code 17820 hereafter "Seller," and

BUYER(S): Eileen M. Cwsiany
 Address P.O. Box 95
Numidia, PA Zip Code 17858 hereafter "Buyer."

2. **PROPERTY (1-98)** Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase:

ALL THAT CERTAIN lot or piece of ground with buildings and improvements thereon erected, if any, known as:

515 Grove Avenue, a single family dwelling
 in the Dorough of Catawissa
 County of Columbia in the Commonwealth of Pennsylvania, Zip Code 17820

Identification (e.g., Tax ID#; Parcel #; Lot, Block; Deed Book, Page, Recording Date) DB 465/809
PIN# 08,04-054-11

3. **TERMS (1-98)** (A) Purchase Price 75,900
Seventy-five thousand nine hundred Dollars
 which shall be paid to Seller by Buyer as follows:

(B) Cash or check at signing this Agreement: \$ 1000-

(C) Cash or check on or before: \$ _____

(D) \$ _____

(E) Cash, cashier's or certified check at time of settlement: \$ 74,900-

TOTAL \$ 75,900

(F) Deposits to be held by Agent for Seller, unless otherwise stated here: _____

(G) Written approval of Seller to be on or before: Aug. 25, 1999

(H) Settlement to be made on or before: October 15, 1999

(I) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(J) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(K) At time of settlement, the following shall be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees, if any, water and/or sewer rents, if any, together with any other lienable municipal service. The charges are to be pro-rated for the period(s) covered: Seller will pay up to and including the date of settlement; Buyer will pay for all days following settlement, unless otherwise stated here: _____

4. FIXTURES AND PERSONAL PROPERTY (1-98)

(A) INCLUDED in this sale and purchase price are all existing items permanently installed in the Property, free of liens, including plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the Property at the time of settlement; wall to wall carpeting; shades, blinds, window covering hardware; built-in air conditioners, built-in appliances; and the range/oven unless otherwise stated. Also included: AHS Home Warranty

(B) EXCLUDED fixtures and items: refrigerator

5. SPECIAL CLAUSES (1-98)

(A) ☒ Buyer and Seller acknowledge having received a statement of their respective estimated closing costs before signing this Agreement of Sale.

49 (B) ☒ Buyer acknowledges receipt of Seller's Property Disclosure Statement before signing this Agreement, if required by law. (See 49
50 Notice, Information Regarding the Seller's Property Disclosure Act.) 50

51 (C) ☐ Buyer acknowledges receipt of the Deposit Money Notice (for cooperative sale, when Agent for Seller is holding deposit money) 51
52 before signing this Agreement. 52

53 (D) The following are a part of this Agreement if checked: 53

54 ☒ Limited Dual Agency Addendum (PAR Form 140) 54

55 ☐ Sale & Settlement of Other Property 55

56 Contingency Addendum (PAR Form 130) 56

57 ☐ Sale & Settlement of Other Property Contingency 57
58 with Right to Continue Marketing Addendum 58
59 (PAR Form 131) 59

☐ Settlement of Other Property Contingency 54
(PAR Form 133) 55

☐ Tenant-Occupied Property Addendum (PAR Form TOP) 56

☐ _____ 57

☐ _____ 58

☐ _____ 59

60
61
62
63
64
65
66
67 Buyer Initials: CO

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Seller Initials: AS



Pennsylvania Association of
REALTORS®

The Voice for Real Estate® in Pennsylvania

OCT-04-1999 12:25

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1/98

5707845375

P. 01

6. MORTGAGE CONTINGENCY (1-88)

- ☐ **WAIVED.** This is NOT contingent on mortgage financing.
☒ **ELECTED**

(A) This sale is contingent upon Buyer obtaining mortgage financing as follows:

1. Amount of mortgage loan \$ 60,720.98
2. Minimum term 30 years
3. Type of mortgage conventional w/ equity
4. Interest rate 7.0 %; however, Buyer agreed to accept the interest rate as may be committed by the mortgage lender, not to exceed a maximum interest rate of 7.75 %.
5. Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % of the mortgage loan.

The interest rate and fees provisions required by Buyer are satisfied if a mortgage lender makes available to Buyer the right to guarantee an interest rate at or below the Maximum Interest Rate specified herein with the percentage fees at or below the amount specified herein. Buyer gives Seller the right, at Seller's sole option and as permitted by the lending institution and applicable laws, to contribute financially, without promise of reimbursement, to the Buyer and/or lender to make the above terms available to Buyer.

(B) Within 10 days of the execution of this Agreement, Buyer shall make a completed, written mortgage application to a responsible mortgage lending 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 any. This Agent is authorized to communicate with the lender for the purposes of assisting in the mortgage loan process.

(C) 1. Upon receipt of a mortgage commitment, Buyer and/or Agent will promptly deliver a copy of the commitment to Agent for Seller, if any, otherwise to Seller.

2. Mortgage commitment date September 30, 1999. If a written commitment is not received by Agent for Seller, if any, otherwise by Seller, by the above date, Buyer and Seller agree to extend the commitment date until Seller terminates this Agreement in writing.

3. Seller has the option to terminate this Agreement in writing, on or after the mortgage commitment date, if the mortgage commitment:

- a. Is not valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property, OR
- c. Contains any other condition not specified in this Agreement.

4. In the event Seller does not terminate this Agreement as provided above, Buyer has the option to terminate this Agreement in writing if the mortgage commitment:

- a. Is not obtained by or valid until the date of settlement, OR
- b. Is conditioned upon the sale and settlement of any other property which does not occur by the date of settlement, OR
- c. Contains any other condition not specified in this Agreement which Buyer is unable to satisfy by the date of settlement.

5. 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 be returned to Buyer. Buyer will be responsible for any premiums for mechanics lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to mortgage lender.

(D) If the mortgage lender requires repairs to the Property, Buyer will, upon receipt, deliver a copy of the mortgage lender's requirements to Agent for Seller, if any, otherwise to Seller. Seller shall, within 5 days of receipt of the lender's requirements, notify Buyer whether Seller shall make the required repairs at Seller's expense:

1. If Seller chooses to make repairs, Buyer shall accept the Property and agree to the RELEASE set forth in paragraph 26 of this Agreement.
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 Agreement of Sale OR make the required repairs at Buyer's expense and with Seller's permission, which shall not be unreasonably withheld. If Seller denies Buyer permission to make the required 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 NULL and VOID.

(E) Seller Assist

☒ **NOT APPLICABLE**

☐ **APPLICABLE.** Seller shall pay:

☐ \$ _____, maximum, toward Buyer's costs as permitted by the mortgage lender.

☐

FHA/VA, IF APPLICABLE

(F) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ _____ (the dollar amount to be inserted is the sales price as stated in the Agreement). Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development provides, "Whoever for the purpose of influencing in any way the action of such department . . . makes, passes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

(G) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS:**

THE IMPORTANCE OF A HOME INSPECTION

HUD does not warrant the condition of a property. (See Notices and Information on Property Condition Inspections.)

(H) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement of Sale.

7. INSPECTIONS (1-88)

(A) Seller hereby agrees to permit inspections by authorized appraisers, reputable certifiers, insurer's representatives, surveyors, municipal officials and/or Buyer as may be required by the lending institutions, if any, or insuring agencies. Seller further agrees to permit any other inspections required by or provided for in the terms of this Agreement.

(B) Buyer reserves the right to make a pre-settlement walk-through inspection of the Property. Buyer's right to make this inspection is not waived by any other provision of this Agreement.

(C) Seller will have heating and all utilities (including fuel(s)) on for the inspections.

8. PROPERTY INSPECTION CONTINGENCY (1-88)

☒ **WAIVED.** Buyer understands that Buyer has the option to request inspections of the Property (see Property Inspection and Environmental Notices). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

Buyer Initials: ED

A/S Residential Page 2 of 8

Seller Initials: AK

148 ☐ ELECTED
149 (A) Within _____ day of execution of this Agreement, Buyer, at Buyer's expense, may choose to have inspections and/or certifications com-
150 pleted by licensed or otherwise qualified professionals (see Property Inspection and Environmental Notices). Other provisions of this
151 Agreement may provide for inspections and/or certifications that are not waived or altered by Buyer's election here. If Buyer is not satisfied
152 with the condition of the Property as stated in any written report, Buyer will, within the time given for completing inspections:
153
154 ☐ Option 1
155 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this
156 Agreement, OR
157 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,
158 in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement will
159 be NULL and VOID.
160
161 ☐ Option 2
162 1. Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this
163 Agreement, UNLESS the total cost to correct the conditions contained in the report(s) is more than \$ _____.
164 2. If the total cost to correct the conditions contained in the report(s) EXCEEDS the amount specified in paragraph 8(A) (Option 2) 1,
165 Buyer will deliver the report(s) to Agent for Seller, if any, otherwise to Seller, within the time given for inspection.
166 a. Seller will, within _____ days of receiving the report(s), inform Buyer in writing of Seller's choice to:
167 1) Make repairs before settlement so that the remaining cost to repair conditions contained in the report(s) is less than or equal to
168 the amount specified in paragraph 8 (A) (Option 2) 1;
169 2) Credit Buyer at settlement for the difference between the estimated cost of repairing the conditions contained in the report(s)
170 and the amount specified in paragraph 8 (A) (Option 2) 1. This option must be acceptable to the mortgage lender, if any;
171 3) Not make repairs and not credit Buyer at settlement for any defects in conditions contained in the report(s).
172 b. If Seller chooses to make repairs or credit Buyer at settlement as specified in paragraph 8 (A) (Option 2) 2, Buyer shall accept the
173 Property and agree to the RELEASE set forth in paragraph 26 of this Agreement.
174 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
175 given, Buyer will within _____ days:
176 1) Accept the Property with the information stated in the report(s) and agree to the RELEASE set forth in paragraph 26 of this
177 Agreement, OR
178 2) Terminate the Agreement of Sale in writing by notice to Agent for Seller, if any, otherwise to Seller, in which case all deposit
179 monies paid on account of purchase price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and
180 VOID.
181 (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
182 contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
183
184 9. WOOD INFESTATION CONTINGENCY (1-98)
185 ☐ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for wood infestation by a certified Pest Control
186 Operator. BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
187 ☒ ELECTED
188 (A) Within 14 days of the execution of this Agreement,
189 Buyer, at Buyer's expense,
190 ☐ Buyer, at Seller's expense, not to exceed \$ _____,
191 shall obtain a written "Wood-Destroying Insect Infestation Inspection Report" from a certified Pest Control Operator and will deliver it, and all
192 supporting documents and drawings provided by the Pest Control Operator to Agent for Seller, if any, otherwise to Seller. The report is to be
193 made satisfactory to and in compliance with applicable laws, mortgage and lending institutions, and/or Federal Insuring and Guarantying
194 Agency requirements, if any. The inspection will include all readily visible and accessible areas of all structures on the Property except the fol-
195 lowing structures, which will not be inspected: NONE
196
197 (B) If the inspection reveals evidence of active infestation(s), Seller agrees, at Seller's expense and before settlement, to treat for active infestation(s),
198 in accordance with applicable laws.
199 (C) If the inspection reveals damage from active infestation(s) or previous infestation(s), Buyer, at Buyer's expense, has the option to obtain a writ-
200 ten report by a professional contractor, home inspection service, or structural engineer that is limited to structural damage to the Property caused
201 by wood-destroying organisms and a proposal to repair the damage. Buyer will deliver the structural damage report and corrective proposal to
202 Agent for Seller, if any, otherwise to Seller, within 5 days of delivering the original inspection report.
203 (D) Within 5 days of receiving the structural damage report and corrective proposal, Seller shall advise Buyer whether Seller will repair, at Seller's
204 expense and before settlement, any structural damage from active or previous infestation(s).
205 (E) If Seller chooses to repair structural damage revealed by the report, Buyer agrees to accept the Property as repaired and agrees to the RELEASE
206 set forth in paragraph 26 of this Agreement.
207 (F) If Seller chooses not to repair structural damage revealed by the report, Buyer, within 5 days of receiving Seller's notice, will notify Seller in
208 writing of Buyer's choice to:
209 1. Accept the Property with the defects revealed by the inspection, without abatement of price and agree to the RELEASE set forth in para-
210 graph 26 of this Agreement, OR
211 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
212 not be unreasonably withheld, in which case Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this
213 Agreement. If Seller denies Buyer permission to make the repairs, Buyer may, within 5 days of Seller's denial, terminate this Agreement.
214 If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and this
215 Agreement of Sale will be NULL and VOID. OR
216 3. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer and
217 this Agreement of Sale will be NULL and VOID.
218 (G) Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this
219 contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
220
221 10. CERTIFICATE OF OCCUPANCY (1-98)
222 ☒ NOT APPLICABLE
223 ☐ APPLICABLE
224 (A) Buyer and Seller acknowledge that a certificate permitting occupancy of the Property may be required by the municipality and/or govern-
225 mental authority.
226 (B) If a certificate is required, Seller shall, at Seller's expense and within _____ days of the execution of this Agreement, order the certificate for
227 delivery to Buyer on or before settlement.
228 (C) 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-
229 ments, notify Buyer of the requirements and whether Seller shall make the required repairs/improvements at Seller's expense.
230 (D) If Seller chooses not to make the required repairs/improvements, Buyer will, within 5 days, notify Seller in writing of Buyer's choice to
231 terminate the Agreement of Sale OR make the repairs/improvements at Buyer's expense and with Seller's permission, which shall not be unrea-
232 sonably withheld. If Seller denies Buyer permission to make the required repairs, Buyer may, within 5 days of Seller's denial, terminate this
233 Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be returned promptly to Buyer and
234 this Agreement of Sale will be NULL and VOID.
235
236 11. RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT NOTICE REQUIRED FOR PROPERTIES
237 BUILT BEFORE 1978 (1-98)
238 ☒ NOT APPLICABLE
239 ☐ APPLICABLE
240 (A) Seller represents that: (check 1 OR 2)
241 ☐ 1. Seller has no knowledge concerning the presence of lead-based paint and/or lead-based paint hazards in or about the Property.
242 ☒ 2. Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the basis for
243 determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other available infor-
244 mation concerning Seller's knowledge of the presence of lead-based paint and/or lead based paint hazards.)
245

Buyer Initials: EW A/S Residential Page 3 of 8 Seller Initials: AKC

247 ☐ 1. Seller has no _____ or records pertaining to lead-based paint and/or lead-based paint hazards or about the Property.
248 ☐ 2. Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in or about
249 the Property. (List documents) _____
250 _____

251 (C) Buyer's Acknowledgment
252 ☐ 1. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement contained in this
253 Agreement (See Environmental Notices).
254 Buyer's Initials _____ Date _____
255 ☐ 2. Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards, as identified in paragraph 11(A) and
256 has received the records and reports pertaining to lead-based paint and/or lead-based paint hazards identified in paragraph 11(B).
257 Buyer's Initials _____ Date _____

258 (D) RISK ASSESSMENT/INSPECTION. Buyer acknowledges that before Buyer is obligated to buy a residential dwelling built before 1978,
259 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 of
260 the Property for the presence of lead-based paint and/or lead-based paint hazards.
261 ☒ WAIVED. Buyer understands that Buyer has the right to conduct a risk assessment or inspection of the Property to determine the presence of
262 lead-based paint and/or lead-based paint hazards. BUYER WAIVES THIS RIGHT and agrees to the RELEASE set forth in paragraph 26 of
263 this Agreement.
264 ☐ ELECTED
265 1. Buyer, at Buyer's expense, chooses to obtain a risk assessment and/or inspection of the Property for lead-based paint and/or lead-based
266 paint hazards. The risk assessment and/or inspection shall be completed within _____ days of the execution of this Agreement of Sale
267 (insert "10" unless Buyer and Seller agree to a different period of time).
268 2. Within the time set forth above for obtaining the risk assessment and/or inspection of the Property for lead-based paint and/or
269 lead-based paint hazards, Buyer may deliver to Agent for Seller, if any, otherwise to Seller, a written list of the specific hazardous
270 conditions cited in the report and those corrections requested by Buyer, along with a copy of the risk assessment and/or inspection report.
271 3. Seller may, within _____ days of receiving the list and report(s), submit a written corrective proposal to Buyer. The corrective proposal
272 will include, but not be limited to, the name of the remediation company and a completion date for corrective measures. Seller will provide
273 certification from a risk assessor or inspector that corrective measures have been made satisfactorily on or before the completion date.
274 4. Upon receiving the corrective proposal, Buyer, within 5 days, will:
275 a. Accept the corrective proposal and the Property in writing, and agree to the RELEASE set forth in paragraph 26 of this Agreement,
276 OR
277 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned promptly
278 to Buyer and this Agreement of Sale will be NULL and VOID.
279 5. Should Seller fail to submit a written corrective proposal within the time set forth in paragraph 11(D)3 of this Agreement, then Buyer,
280 within 5 days, will:
281 a. Accept the Property in writing, and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
282 b. Terminate this Agreement of Sale in writing, in which case all deposit monies paid on account of purchase price shall be returned
283 promptly to Buyer and this Agreement of Sale will be NULL and VOID.
284 6. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of
285 this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

286 (E) Certification. By signing this Agreement, Buyer and Seller certify the accuracy of their respective statements, to the best of their knowledge.
287 12. RADON CONTINGENCY (1-98)

288 (A) Seller represents that: (check appropriate response(s))
289 ☒ 1. Seller has no knowledge concerning the presence or absence of radon.
290 ☐ 2. Seller has knowledge that the Property was tested on the date(s), by the methods (e.g., charcoal canister, alpha track, etc.), and with the
291 results of all tests indicated below:
292 DATE METHOD RESULTS (picoCuries/liter or working levels)
293 _____
294 _____
295 _____

296 COPIES OF ALL AVAILABLE TEST REPORTS will be delivered to Buyer with this Agreement. SELLER DOES NOT WARRANT
297 EITHER THE METHODS OR RESULTS OF THE TESTS.

298 ☐ 3. Seller has knowledge that the Property underwent radon reduction measures on the date(s) and by the method(s) indicated below:
299 DATE RADON REDUCTION METHOD
300 _____
301 _____
302 _____

303 ☒ WAIVED. Buyer understands that Buyer has the option to request that the Property be inspected for radon by a certified inspector (see Radon
304 Notice). BUYER WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
305 ☐ ELECTED

306 (B) 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
307 report to Agent for Seller, if any, otherwise to Seller, within _____ days of the execution of this Agreement. (See Radon Notice.)
308 1. If the test report reveals the presence of radon below 0.02 working levels (4 picoCuries/liter), Buyer accepts the Property and agrees to the
309 RELEASE set forth in paragraph 26 of this Agreement.

310 2. If the test report reveals the presence of radon at or exceeding 0.02 working levels (4 picoCuries/liter), Buyer will, within _____ days
311 of receipt of the test results:
312 ☐ Option 1

313 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR
314 b. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned promptly
315 to Buyer and this Agreement of Sale will be NULL and VOID, OR
316 c. Submit a written, corrective proposal to Agent for Seller, if any, otherwise to Seller. The corrective proposal will include, but not be
317 limited to, the name of the certified mitigation company; provisions for payment, including retests; and completion date for corrective
318 measures.
319 1) Within 5 days of receiving the corrective proposal, Seller will:
320 a. Agree to the terms of the corrective proposal in writing, in which case Buyer accepts the Property and agrees to the
321 RELEASE set forth in paragraph 26 of this Agreement, OR
322 b. Not agree to the terms of the corrective proposal.

326 Buyer Initials: GO A/S Residential Page 4 of 8 Seller Initials: AK

327 11.57 (2) Should Seller not agree to the terms of the corrective proposal or fail to respond within the given time, Buyer will, within 5 days, 327
328 eler 328
329 a) spt the Property in writing and agree to the RELEASE set forth in para. 26 of this Agreement, OR 329
330 b) terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned 330
331 promptly to Buyer and this Agreement of Sale will be NULL and VOID. 331
332 C. Option 2 332
333 a. Accept the Property in writing and agree to the RELEASE set forth in paragraph 26 of this Agreement, OR 333
334 b. Submit a written, corrective proposal to Agent for Seller, if any, otherwise to Seller. The corrective proposal will include, but not be 334
335 limited to, the name of the certified mitigation company; provisions for payment, including retests, and completion date for corrective 335
336 measures. Seller shall pay a maximum of \$ _____ toward the total cost of remediation and retests, which shall be 336
337 completed by settlement. 337
338 1) If the total cost of remediation and retests EXCEEDS the amount specified in paragraph 12(B) (Option 2) b, Seller will, within 338
339 5 days of receipt of the cost of remediation, notify Buyer of Seller's choice to pay for the total cost of remediation and retests 339
340 OR not pay for the total cost of remediation and retests. 340
341 2) If the Seller chooses not to pay for the total cost of remediation and retests, Buyer will, within 5 days of receipt of Seller's 341
342 notification, notify Seller, in writing, of Buyer's choice to: 342
343 a) Pay the difference between Seller's contribution to remediation and retests and the actual cost thereof, in which case 343
344 Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement, OR 344
345 b) Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly 345
346 to Buyer and this Agreement of Sale will be NULL and VOID. 346
347 (C) Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of this 347
348 contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 348
349 13. STATUS OF WATER (1-98) 349
350 (A) Seller represents that this property is served by: 350
351 ☒ Public Water 351
352 ☐ On-site Water 352
353 ☐ Community Water 353
354 ☐ None 354
355 (B) ☒ WATER SERVICE INSPECTION CONTINGENCY 355
356 ☒ WAIVED. Buyer acknowledges that Buyer has the option to request an inspection of the water service for the Property. BUYER WAIVES 356
357 THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 357
358 ☐ ELECTED 358
359 1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Agent for Seller, if 359
360 any, otherwise to Seller, a written inspection report by a qualified, professional water testing company of the quality and/or 360
361 quantity of the water service. 361
362 2. Seller agrees to locate and provide access to the on-site (or individual) water system, if applicable, at Seller's expense, if required by the 362
363 inspection company. Seller also agrees to restore the Property prior to settlement. 363
364 3. If the report reveals that the water service does not meet the minimum standards of any applicable governmental authorities and/or fails to 364
365 satisfy the requirements for quality and/or quantity set by the mortgage lender, if any, then Seller shall, within _____ days of receipt of 365
366 the report, notify Buyer in writing of Seller's choice to: 366
367 a. Upgrade the water service to the minimum acceptable levels, before settlement, in which case Buyer accepts the Property and agrees 367
368 to the RELEASE set forth in paragraph 26 of this Agreement. OR 368
369 b. Not upgrade the water service. 369
370 4. If Seller chooses not to upgrade the water service to minimum acceptable levels, Buyer will, within _____ days of Seller's notice 370
371 not to correct, either: 371
372 a. Accept the Property and the water service and, if required by the mortgage lender, if any, and/or any governmental authority, upgrade 372
373 the water service before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at 373
374 Buyer's expense and with Seller's permission, which shall not be unreasonably withheld, and agree to the RELEASE set forth in 374
375 paragraph 26 of this Agreement. If Seller denies Buyer permission to upgrade the water service, Buyer may, within 5 days of Seller's 375
376 denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase price shall be 376
377 returned promptly to Buyer and this Agreement of Sale will be NULL and VOID, OR 377
378 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer 378
379 and this Agreement of Sale will be NULL and VOID. 379
380 5. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of 380
381 this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 381
382 14. STATUS OF SEWER (1-98) 382
383 (A) Seller represents that Property is served by: 383
384 ☒ Public Sewer 384
385 ☐ Individual On-lot Sewage Disposal System (See Sewage Notice 1) 385
386 ☐ Individual On-lot Sewage Disposal System in Proximity to Well (See Sewage Notice 1, see Sewage Notice 4, if applicable) 386
387 ☐ Community Sewage Disposal System 387
388 ☐ Ten-acre Permit Exemption (See Sewage Notice 2) 388
389 ☐ Holding Tank (See Sewage Notice 3) 389
390 ☐ None (See Sewage Notice 1) 390
391 ☐ None Available/Permit Limitations in Effect (See Sewage Notice 5) 391
392 (B) ☒ INDIVIDUAL ON-LOT SEWAGE DISPOSAL INSPECTION CONTINGENCY 392
393 ☒ WAIVED. Buyer acknowledges that Buyer has the option to request an individual on-lot sewage disposal inspection of the Property. BUYER 393
394 WAIVES THIS OPTION and agrees to the RELEASE set forth in paragraph 26 of this Agreement. 394
395 ☐ ELECTED 395
396 1. Buyer has the option, within _____ days of the execution of this Agreement and at Buyer's expense, to deliver to Agent for Seller, if 396
397 any, otherwise to Seller, a written inspection report by a qualified, professional inspector of the individual on-lot sewage disposal system. 397
398 2. Seller agrees to locate and provide access to the individual on-lot sewage disposal system, and, if required by the inspection company, 398
399 empty the septic tank, at Seller's expense. Seller also agrees to restore the Property prior to settlement. 399
400 3. If the report reveals defects that do not require expansion or replacement of the existing sewage disposal system, Seller shall, within 400
401 _____ days of receipt of the report, notify Buyer in writing of Seller's choice to: 401
402 a. Correct the defects before settlement, including retests, at Seller's expense, in which case Buyer accepts the Property and agrees to 402
403 the RELEASE set forth in paragraph 26 of this Agreement. OR 403
404 b. Not correct the defects, in which case Buyer will, within _____ days of Seller's notice not to correct the defects, either: 404
405 1) Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct 405
406 the defects before settlement or within the time required by the mortgage lender, if any, and/or any governmental authority, at 406
407 Buyer's sole expense and with Seller's permission, which shall not be unreasonably withheld, and agree to the RELEASE set forth in 407
408 paragraph 26 of this Agreement. If Seller denies Buyer permission to correct the defects, Buyer may, within 5 days of Seller's 408
409 denial, terminate this Agreement. If Buyer terminates this Agreement, all deposit monies paid on account of purchase 409
410 price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID, OR 410
411 2) Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned 411
412 promptly to Buyer and this Agreement of Sale will be NULL and VOID. 412
413 4. If the report reveals the need to expand or replace the existing individual on-lot sewage disposal system, Seller may, within _____ days 413
414 of receipt of the report, submit a corrective proposal to Agent for Buyer, if any, otherwise to Buyer. The corrective proposal will include, 414
415 but not be limited to, the name of the remediation company; provisions for payment, including retests; and completion date for corrective 415
416 measures. Within 5 days of receiving Seller's corrective proposal, or if no corrective proposal is received within the given time, Buyer 416
417 will: 417
418 a. Agree to the terms of the corrective proposal, if any, in writing, in which case Buyer accepts the Property and agrees to the RELEASE 418
419 set forth in paragraph 26 of this Agreement. OR 419
420 Buyer Initials: 40 420
421 A/S Residential Page 5 of 8 421
422 Seller Initials: RK 422
423 UL 423

424 b. Accept the Property and the system and, if required by the mortgage lender, if any, and/or any governmental authority, correct the
425 defects by settlement or within the time required by the mortgage lender, if any, or any governmental authority, at Buyer's
426 sole expense and with Seller's permission, which shall not be unreasonably withheld, free to the RELEASE set forth in para-
427 graph 26 of this Agreement. If Seller denies Buyer permission to correct the defects, all deposit monies paid on account of purchase
428 price shall be returned promptly to Buyer and this Agreement of Sale will be NULL and VOID, OR
429 c. Terminate this Agreement in writing, in which case all deposit monies paid on account of purchase price shall be returned promptly
430 to Buyer and this Agreement of Sale will be NULL and VOID.
431 5. Buyer's failure to exercise any of Buyer's options within the time limits specified in this paragraph shall constitute a WAIVER of
432 this contingency and Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
433 15. NOTICES & ASSESSMENTS (1-98)
434 (A) Seller represents as of Seller's execution of this Agreement, that no public improvement, condominium or homeowner association assessments
435 have been made against the Property which remain unpaid and that no notice by any government or public authority has been served upon Seller
436 or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances which remain
437 uncorrected, and that Seller knows of no condition that would constitute violation of any such ordinances which remains uncorrected, unless
438 otherwise specified here:
439 (B) Seller knows of no other potential notices and assessments except as follows:
440
441 (C) In the event notices and assessments are received after execution of this Agreement and before settlement, Seller will notify Buyer in writing,
442 within 5 days of receiving the notice or assessment, that Seller shall:
443 1. Comply with notices and assessments at Seller's expense, in which case Buyer accepts the Property and agrees to the RELEASE set forth
444 in paragraph 26 of this Agreement, OR
445 2. NOT comply with notices and assessments at Seller's expense, in which case Buyer will notify Seller within 5 days in writing that
446 Buyer shall:
447 a. Comply with the notices and assessments at Buyer's expense and agree to the RELEASE set forth in paragraph 26 of this Agreement,
448 OR
449 b. Terminate this Agreement, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer
450 and this Agreement of Sale will be NULL and VOID.
451 If Buyer fails to notify Seller within the given time, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph
452 26 of this Agreement.
453 (D) Buyer is advised that access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.
454 (E) If required by law, Seller shall deliver to Agent for Buyer, if any, otherwise to Buyer, on or before settlement, a certification from the appropriate
455 municipal department or departments disclosing notice of any uncorrected violation of zoning, housing, building, safety or fire ordinances.
456 16. TITLE, SURVEYS, AND COSTS (1-98)
457 (A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing
458 deed restrictions, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or
459 rights of public service companies, if any; otherwise the title to the above described real estate shall be good and marketable and such as will
460 be insured by a reputable Title Insurance Company at the regular rates.
461 (B) In the event Seller is unable to give a good and marketable title and such as will be insured by a reputable Title Company at the regular rates,
462 as specified in paragraph 16(A), Buyer shall have the option of taking such title as Seller can give without changing the price or of being repaid
463 all monies paid by Buyer on account of purchase price and Seller shall reimburse Buyer for any costs incurred by Buyer for these items
464 specified in paragraph 16(C) and in paragraph 16(D) items (1), (2), (3); and in the latter event there shall be no further liability or obligation on
465 either of the parties hereto and this Agreement shall become NULL and VOID.
466 (C) Any survey or surveys which may be required by the Title Insurance Company or the abstracting attorney, for the preparation of an adequate
467 legal description of the Property (or the correction thereof), shall be secured and paid for by Seller. However, any survey or surveys desired by
468 Buyer or required by the mortgage lender shall be secured and paid for by Buyer.
469 (D) Buyer shall pay for the following: (1) The premium for mechanics lien insurance and/or title search, or fee for cancellation of same, if any;
470 (2) The premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any;
471 (3) Appraisal fees and charges paid in advance to mortgage lender, if any, (4) Buyer's customary settlement costs and accretals.
472 17. ZONING CLASSIFICATION (1-98)
473 Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdivisible) is
474 zoned solely or primarily to permit single-family dwellings) shall render this Agreement voidable at the option of the Buyer; and, if voided, any
475 deposits tendered by the Buyer shall be returned to the Buyer without any requirement for court action.
476 Zoning Classification: Residential
477 ☐ ELECTED. Within _____ days of the execution of this Agreement, Buyer will verify that the existing use of the Property as
478 is permitted. In the event the use is not permitted, Buyer will, within the time given for
479 verification, notify Agent for Seller, if any, otherwise Seller, in writing that the existing use of the Property is not permitted and this Agreement
480 will be NULL and VOID, in which case all deposit monies paid on account of purchase price shall be returned promptly to Buyer. Buyer's failure
481 to respond within the given time shall constitute a WAIVER of this contingency and all other terms of this Agreement of Sale remain
482 in full force and effect.
483 18. COAL NOTICE
484 ☒ NOT APPLICABLE
485 ☐ APPLICABLE
486 THIS DOCUMENT MAY NOT STEEL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND
487 DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND
488 IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This
489 notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the
490 right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage
491 due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of
492 complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees
493 to sign the deed from Seller which deed will contain the aforesaid provision.
494 19. POSSESSION (1-98)
495 (A) Possession is to be delivered by deed, keys and:
496 1. Physical possession in a vacant building (if any) broom clean, free of debris at day and time of settlement, AND/OR
497 2. Assignment of existing lease(s), together with any security deposits and interest, at time of settlement, if Property is tenant occupied at the
498 execution of this Agreement or unless otherwise specified herein. Buyer will acknowledge existing lease(s) by initialing said lease(s) at
499 time of signing of this Agreement of Sale, if Property is tenant occupied.
500 (B) Seller shall not enter into any new leases, written extension of existing leases, if any, or additional leases for the Property without expressed
501 written consent of Buyer.
502 20. RECORDING (3-85) This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record
503 and if Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.
504 21. ASSIGNMENT (3-85) This Agreement shall be binding upon the parties, their respective heirs, personal representatives, guardians and successors,
505 and to the extent assignable, on the assigns of the parties hereto, it being expressly understood, however, that Buyer shall not transfer or assign this
506 Agreement without the written consent of Seller.
507 22. DEPOSIT AND RECOVERY FUND (1-98)
508 (A) Deposits paid by Buyer within 30 days of settlement shall be by cashier's or certified check. Deposits, regardless of the form of payment and
509 the person designated as payee, shall be paid to Agent identified in paragraph 3(F), who shall retain them in an escrow account until consummation
510 or termination of this Agreement in conformity with all applicable laws and regulations. Agent may hold any uncashed check, endorsed
511 as deposit pending the acceptance of this offer.
512 (B) In the event of a dispute over entitlement to deposit monies, the Agent holding the deposit is required by the Rules and Regulations of the State
513 Real Estate Commission (49 Pa. Code 635.327) to retain the monies in escrow until the dispute is resolved. In the event of litigation for the
514 return of deposit monies, Agent shall distribute the monies as directed by a final order of court or the written Agreement of the parties. Buyer
515 and Seller agree that, in the event any Agent herein is joined in litigation for the return of deposit monies, the attorneys' fees and costs of the
516 Agent(s) will be paid by the party joining the Agent.
517
518
519
520

Buyer Initials: Go

Seller Initials: AK
ML

(C) A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658, (717) 783-4854 (outside Pennsylvania), or 800-221-1113 (within Pennsylvania) and

23. CONDOMINIUM RESALE ACT NOTICE (8-95)

- ☒ NOT APPLICABLE
☐ APPLICABLE

- (A) Buyer acknowledges that the Property is a unit of a condominium that is primarily run by a unit owners' association.
 (B) §3407 of the Uniform Condominium Act of Pennsylvania requires Seller to furnish Buyer with a Certificate of Resale and copies of the condominium declaration (other than plats and plans), the bylaws, and the rules and regulations of the association.
 (C) Within _____ days of the execution of this Agreement, Seller shall submit a request to the association for a Certificate of Resale and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
 (D) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the association and included in the Certificate.
 (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 thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be returned to Buyer.

24. PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) NOTICE FOR PURPOSES OF RESALE ONLY (1-97)

- ☒ NOT APPLICABLE
☐ APPLICABLE

- (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).
 (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 regulations of the association, and a Certificate containing the provisions set forth in §5407(a) of the Act.
 (C) Within _____ days of the execution of this agreement, Seller shall submit a request to the association for a Certificate and the documents necessary to enable Seller to comply with the Act. The Act provides that the association is required to provide these documents within 10 days of Seller's request.
 (D) Under the Act, Seller is not liable to Buyer for the failure or delay of the association to provide the Certificate in a timely manner, nor is Seller liable to Buyer for any erroneous information provided by the Association and included in the Certificate.
 (F) Buyer may declare the Agreement of Sale VOID at any time before Buyer's receipt of the association documents and for 5 days thereafter, OR until settlement, whichever occurs first. Buyer's notice declaring the Agreement void must be in writing; thereafter all deposit monies shall be returned to Buyer.

25. MAINTENANCE AND RISK OF LOSS (1-98)

- (A) Seller shall maintain the Property, grounds, fixtures, and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
 (B) In the event any system or appliance included in the sale of the Property fails and Seller does not repair or replace the item, Seller will promptly notify Buyer in writing of Seller's choice to:
 1. Repair or replace the failed system or appliance before settlement or credit Buyer at settlement for the fair market value of the failed system or appliance (this option must be acceptable to the mortgage lender, if any). In each case, Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.
 2. Make no repairs or replacements, and not credit Buyer at settlement for the fair market value of the failed system or appliance, in which 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 forth in paragraph 26 of this Agreement, OR
 b. Terminate this Agreement, in which case 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.
 (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 Agreement and promptly receiving all monies paid on account of purchase price or of accepting the Property in its then condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

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 Buyer accepts the Property and agrees to the RELEASE set forth in paragraph 26 of this Agreement.

26. RELEASE (7-96) — Buyer hereby releases, quit claims and forever discharges SELLER, ALL AGENTS, their SUBAGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM, or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injuries and property damage, and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release shall survive settlement.

27. REPRESENTATIONS (1-98)

- (A) Buyer understands that any representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Agents or their employees are not a part of this Agreement, unless expressly incorporated or stated in this Agreement.
 (B) It is understood that Buyer has inspected the Property before signing this Agreement of Sale (including fixtures and any personal property specifically scheduled herein), or has waived the right to do so, and has agreed to purchase it in its present condition, unless otherwise stated in this Agreement. Buyer acknowledges that the Agents have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
 (C) It is further understood that this Agreement contains the whole agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this sale. Furthermore, this Agreement shall not be altered, amended, changed, or modified except in writing executed by the parties.
 (D) The headings, captions, and line numbers in this Agreement are meant only to make it easier to find the paragraphs.

28. DEFAULT-TIME OF THE ESSENCE (1-98)

The said time for settlement and all other times referred to for the performance of any of the obligations of this Agreement are hereby agreed to be of the essence of this Agreement. For the purposes of this Agreement, number of days shall be counted from the date of execution, by excluding the day this Agreement was executed and including the last day of the time period. Should Buyer:

- (A) Fail to make any additional payments as specified in paragraph 3; OR
 (B) Furnish false or incomplete information to Seller, Agent for Seller, Agent for Buyer, or the mortgage lender, if any, concerning Buyer's legal or financial status, or fail to cooperate in the processing of the mortgage loan application, which acts would result in the failure to obtain the approval of a mortgage loan commitment; OR
 (C) Violate or fail to fulfill and perform any other terms or conditions of this Agreement;
 then in such case, Seller shall have the option of retaining all deposit monies and other sums paid by Buyer on account of purchase price, whether required by this Agreement or not, only as elected below: (Check only one)
☒ As liquidated damages. In this event Buyer and Seller shall be released from further liability or obligation and this Agreement shall be NULL and VOID.
☐ On account of purchase price, or as monies to be applied to Seller's damages, or as liquidated damages for such breach, as Seller may elect. In the event of liquidated damages, Buyer and Seller shall be released from further liability or obligation and this Agreement shall be NULL and VOID.

29. AGENT(S) (1-98) It is expressly understood and agreed between the parties that the named Agent for Seller, any Subagents, their salespeople, employees, officers and/or partners, are Agent(s) for Seller, and that the named Agent for the Buyer, their salespeople, employees, officers and/or partners, are Agent(s) for Buyer. If there is no Agent for Buyer, Agent for Seller or Subagent for Seller may perform services for Buyer in connection with financing, insurance and document preparation, with written disclosure to Buyer and Seller.

Buyer Initials: GO

A/S Residential Page 7 of 8

Seller Initials: AK

619 ☐ NOT AVAILABLE
620 ☒ MEDIATION (7-00)
621 ☐ WAIVED. Buyer I understand that they may choose to mediate at a later date, should a dispute arise, but that there will be no obligation on the part of either party to do so.
622 ☐ ELECTED
623 (A) Buyer and Seller will try to resolve any dispute or claim that may arise from this Agreement of Sale through mediation, in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. Any agreement reached through a mediation conference and signed by the parties will be binding.
624 (B) Buyer and Seller acknowledge that they have received, read, and understand the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System. (See Mediation Notice.)
625 (C) This agreement to mediate disputes arising from this Agreement shall survive settlement.
626
627
628
629

630 Buyer and Seller acknowledge that they have read and understand the notices and explanatory information regarding property condition inspections set forth on the back of this form.
631
632

633 NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Return by facsimile transmission (FAX) of this Agreement of Sale, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement. Parties to this transaction are advised to consult an attorney before signing if they desire legal advice.
634
635
636

637 WITNESS Isaac B. Borchert BUYER Eden M. Oving DATE 8/18/99
638 WITNESS _____ BUYER _____ DATE _____
639 WITNESS _____ BUYER _____ DATE _____
640
641

642 Seller hereby approves the above contract this 22nd day of August A.D. 1999
643 and in consideration of the services rendered in procuring the Buyer, Seller agrees to pay the named Agent for Seller a fee of \$600
644 off from the herein specified sale price. In the event Buyer defaults hereunder, any monies paid on account shall be divided \$600
645 Seller, \$600 Agent for Seller, but in no event will the sum paid to the Agent for Seller be in excess of the above specified Agent's fee.
646
647

648 WITNESS Debra Ann Grogan SELLER Libby Hall DATE 8/24/99
649 WITNESS Paul H. Craig SELLER Isaac B. Borchert DATE 8/24/99
650
651

652 Services to Buyer
653 In conjunction with this Agreement of Sale, by initiating below, Buyer authorizes Subagent for Seller, if any, or Agent for Seller to perform the following services on Buyer's behalf:
654
655

656 EO Order Title Insurance from any reputable Title Insurance Company.
657 Buyer's Initials _____
658
659 Order Homeowner's Insurance with coverage in the amount of \$ _____
660 Buyer's Initials _____
661
662 Order Fire & Extended Coverage Insurance with coverage in the amount of \$ _____
663 Buyer's Initials _____
664
665 Order Flood Insurance with coverage in the amount of \$ _____
666 Buyer's Initials _____
667
668 Buyer's Services _____ Fee: \$ _____
669 Buyer's Initials _____
670
671 Buyer's Initials _____
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673

674 Seller's Acknowledgment
675 Seller acknowledges receipt of a separate Buyer's services agreement with Agent for Seller or Subagent for Seller.
676 Seller's Initials _____
677
678

679 Broker's/Agent's Certifications (check all that are applicable):
680 ☐ Regarding Lead-Based Paint Hazards Disclosure: Required if Property was built before 1978: The undersigned Agents involved in this transaction, on behalf of themselves and their brokers, certify that their statements are true to the best of their knowledge and belief.
681 Agents' Acknowledgment: The Agents involved in this transaction have informed Seller of Seller's obligations under The Residential Lead Paint Hazard Reduction Act, 42 U.S.C. 4852(d), and are aware of their responsibility to ensure compliance.
682
683 ☐ Regarding FHA Mortgages: The undersigned Agents involved in this transaction, on behalf of themselves and their brokers, certify that the terms of this contract for purchase are true to the best of their knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement of Sale.
684
685 ☐ Regarding Mediation: The undersigned
686 ☐ Agent for Seller ☐ Agent for Buyer ☐ Subagent for Seller
687 on behalf of themselves and their brokers, agree to submit to mediation in accordance with paragraph 30 of this Agreement.
688
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693

694 AGENT FOR SELLER (Company Name) _____
695 ACCEPTED BY _____ DATE _____
696 (Signature of Broker or Salesperson)
697
698

699 SUBAGENT FOR SELLER (Company Name) _____
700 ACCEPTED BY _____ DATE _____
701 (Signature of Broker or Salesperson)
702
703

704 AGENT FOR BUYER (Company Name) _____
705 ACCEPTED BY _____ DATE _____
706 (Signature of Broker or Salesperson)
707
708
709
710

711 Buyer Initials: EO A/R Residential Page 8 of 8 Seller Initials: _____

SHERIFF'S SALE

THURSDAY OCTOBER 21, 1999 AT 11:00 AM

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.