# SHERIFF'S SALE Distribution Sheet

The First National Bank of Berwick VS. George A. So. NO. 779 of 1991 JD Sopkanich	· · · · · · · · · · · · · · · · · · ·
O63 <u>of 1991</u> <u>ED</u> DATE OF SALE: <u>O</u>	<u>ctober 17, 1991 10:00 A</u>
I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the took into execution the within described real estate, and after having given due place of sale, by advertisements in divers public newspapers and by handbills bailiwick, I did on (date) October 17, 1991 and (time) 10:00 he Court House, in the Town of Bloomsburg, Pennsylvania, expose said premise en and where I sold the same to Leroy M. Holter Jr. and Michel the price or sum of Five Thousand, Six Hundred (\$5,600.06)	e legal and timely notice of the time set up in the most public places in A.M., of said day s to sale at public vendue or outcry, lle Snyder  Dollars.
hest and best bidder, and that the highest and best price bidden for the same; v	being the
Sid Price	\$ <u>\$5,824.00</u> 600.00
Balance Needed to Purchase PENSES:	5,224.00
Columbia County Sheriff - Costs. \$ 258.13  Poundage	\$ 370.13 221.24 50.00
Realty transfer taxes  State stamps  Tax Collector ( Borough of Berwick )  Columbia County Tax Assessment Office Delinquent Tax's  State Treasurer DSTE  Other: Tax Claim  Berwick Borough Sewer Authority	112.00 177,61 561,81 40.00 5.00 1,258,31
TOTAL EXPENSES:	\$2,829,60
Total Needed to Purchase  Less Expenses  Net to First Lien Holder  Plus Deposit  Total to First Lien Holder	\$ 5,824.00 2,829,60 2,994,40 750.00
riff's Office, Bloomsburg, Pa.  So answers	\$ 3,744.40
Columbia County HARRY A ROAD	ARMEI Sheriff

#2 m	333. 38	THREE HUNDRED THIRTY THREE DOLLARS AND 38/100	PAY TO THE FIRST NATIONAL BANK OF BERWICK, PA.	SHIRLEY F. DRAKE, TREAS. TREASURER OF COLUMBIA COUNTY, PA.
2.0	SPECIAL ACCOUNT		NOVEMBER 12, 19 91 60-553/313	1193

## LIEN CERTIFICATE

DATE 8/22/91	ست على الله الله الله الله الله الله الله ال	
This is to	certify t	hat according to our records, the
		Claim Bureau against the property
		December 31, 19 <u>90</u> ,
inRer	wick Boron	igh are as follows:
		pkanich, George A. & Mary Lou (9-85)
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	1990	228.43 F., 5+ 11/a 71
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,	TOTAL.	\$ 561.81
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month of		November 19 91
	Harry A. I	Roadarmel, Jr.
Fee: \$5,00		
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10/		COLUMBIA COUNTY TAX CLAIM BUREAU
30/2		James La
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X Certified COD	120 R. E. Third St., Berwick, Pa. 18603		196	<b>,</b>	ni a.	Ad	ind c
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	that we can return this card to you.  • Attach this form to the front of the mailpiece, or on the	· · · · · ·
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	Harrisbur@≪Pa 17105 ⊢	Merchandise . Date of Delivery
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	6. Signature 2 1 1991	
	PS Form <b>3811</b> , October 1990 SU.S. GPO: 1990—273-861	DOMESTIC RETURN RECEIPT

### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 63 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY OCTOBER 17, 1991 10:00 A.M.

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

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 179 in the D.A. Michael's Susquehanna Addition to Berwick.

Known and designated as 411 South Arch Street, Berwick, Pennsylvania, 18603.

BEING the same premises conveyed by Billy Jack York and Janet L. York by deed dated May 14, 1984 to Mark C. Lupashunski and Linda J. Lupashunski and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Record Book 331, Page 1053, on May 15, 1984.

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 THE FIRST NATIONAL BANK OF BERWICK, PA. Vs GEORGE A. SOPKANICH AND MARY LOU SOPKANICH, his wife.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Sylvia H. Kapushinski, Esquire Attorney for Plaintiff



## 26=371255660

REMITTER

LEROY HOLTER JR.

PAY

DATE

AMOUNT

TO UIE ORDER OF

OFFICIAL CHECK

COLUMBIA COUNTY SHERIFFS DEPT. 10/25/91

\$\*\*\*5224.00

1E\*\*\*\*5224 DOLLARS 00 CENTS

DRAWER: FIRST MASTERN BANK

TO KILBBAUK (NEW YORK STATE) DOGUESTER, NY

#022310422# B#404329 371255680

## SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

The First National Bank of Berwick	VS _	George A. Sopk	anich and Mary Lou
NO. 63 of 1991	_ E.D.	оркапісн <b>NO</b> 779 of 19	91 J.D.
DATE OF SALE: October 17, 1991	10:00 A.	М.	
BID PRICE ( INCLUDES COSTS ) POUNDAGE 2% BID PRICE TRANSFER TAX 2% BID PRICE MISC. COSTS  TOTAL NEEDED TO PURCHASE	:	<u> </u>	<b>\$</b>
			* <u>S4.2 5.3 5.3</u>
PURCHASER(S): Lesoy Miles  ADDRESS: F129 5. 1). de  NAME(S) ON DEED: Lesoy Miles  PURCHASER(S) SIGNATURE(S): Lesoy Miles  ADDRESS: F129 5. 1). de  ADDRESS: F129 5. 1). de	in Charles		
AMOUNT RECEIVED BY SHERIFF FROM PL	JRCHASER(S	) : TOTAL DUE	\$ 5824.00
- 		LESS DEPOSIT	\$ <u>5 8 24.00</u>
		DOWN PAYMENT	\$ 600.00
•	•	AMOUNT DUE IN EIGHT DAYS	\$ 5224.00

# SHERIFF'S SALL

## **Distribution Sheet**

The First National Bank of Ber NO. 779 of 1991 JD	wick <b>VS</b> . <u>George A. Sopkar</u> Sopkanich <b>DATE OF SALE</b> : Octob	nich and Mary Lou Der 17, 1991 10:00 A
O. 63 of 1991 ED		
I HEREBY CERTIFY AND RETURN, That in the dook into execution the within described real end place of sale, by advertisements in divers put y bailiwick, I did on (date) October 17, the Court House, in the Town of Bloomsburg, Phen and where I sold the same to Leroy M.	n obedience to and by virtue of the with estate, and after having given due legal olic newspapers and by handbills set used to be a set of time of the set	in writ, to me directed, I seized I and timely notice of the time in the most public places in I , of said day ale at public vendue or outcry.
the price or sum of Five Thousand, S	ix Hundred (\$5,600,00)	Dollars.
		being the
thest and best bidder, and that the highest and t	pest price bidden for the same; which	I have applied as follows:
Bid Price	112.00	
Total Needed to Purchase		\$ \$5,824.00
Amount Paid Down		600.00
Balance Needed to Purchase		5,224.00
(PENSES:		
Columbia County Sheriff - Costs	<b>\$</b> 258.13	
Poundage	112.00	<b>\$</b> 370.13
Newspaper		221.24
Printing		
Solicitor		50.00
Columbia County Prothonotary		22.50
Columbia County Recorder of Deeds -	Deed copy work	33.50
	Realty transfer taxes	112.00
Tax Collector ( Borough of Berwic	State stamps	177,61
Columbia County Tax Assessment OfficeD	,	561.81
State Treasurer	DSTE	40.00
Other: Tax Claim		5.00
Berwick Borough Sewer	Authority	1,258,31
	TOTAL Pypphaga.	\$2,829,60
	TOTAL EXPENSES:	\$
	Total Needed to Purchase	\$5,824,00
	Less Expenses	2,829,60
	Net to First Lien Holder	2,994,40
	Plus Deposit	750.00
neriff's Office, Bloomsburg, Pa.	Total to First Lien Holder	\$
So s	answers dans ( Wa	od amil &
Columbia County	HARRY A. ROADARI	MEL Sheriff

# SHERIFF'S SALE - COSTS SHETT

The First National Bank of Berwicks, George A. Sopkanich and Mary Lou  Sopkanich
Sopkanich  Sopkanich  J.D. DATE OF SALE October 17,199
DOCKET & LEVY SERVICE ALLING ADVERTISING, SALE BILLS & NEWSPAPERS POSTING HANDBILLS VILEAGE.  10:00 A.M.  10:00 A.M.  10:00 A.M.  10:00 A.M.  10:00 A.M.
CRYING/ADJOURN OF SALE  SHERIFF'S DEED  DISTRIBUTION  OTHER  Copyright 18 PM 8 PM 6
TOTAL
Press-Enterprise, Inc.    Solicitor's Services   Solicitor's Service
TOTAL
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER
RECORDER OF DEEDS: COPYWORK DEED STORY OTHER TOTAL
REAL ESTATE TAXES: BOROUGH/TWP. & COUNTY TAXES, 19
TOTAL
MUNICIPAL RENTS: SEWER " MUNICIPALITY BEAUTY 19 \$ 1,058 31
Total
TOTAL

# STATE OF PENNSYLVANIA COUNTY OF COLUMBIA SS:

Larraine Kreischer, Publisher; Assistant, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice of advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . September 26, October 3, 10, 19.91
publication are true.
Marraixe Krewckei
Sworn and subscribed to before me this
Lonna & Kishlough
(Notary Public)
My Commission Expires
Notario! Seal Donna L, Kishbaugh, Notary Public Scott Twp., Columbia County My Commission Expires Oct. 11, 1993
Member, Pennsylvania Association of Notaries
And now,

## HARRY A. ROADARAITI, IR.



## STURILE OF COLUMNA COUNTY

ritorir 17 174 784 1993 COURT HOUSE - P. C. ROY 380 RECONSIDERS, PA 17815

24 Despitations (2.17) 284 6 600

September 10, 1991

Sylvia H. Kapushinski, Atty. BULL AND BULL 106 Market Street Berwick, Pa. 18603 OF COLUMNIA COUNTY, COMMONWEAL HI

VS. 63 of 1991 E.D.

MPTE OF EXTENTION (MOREGAGE FORECEOSURE)

## resting of PROPERTY

Tuesday September 10, 1991 POSIFD A COPY OF THE SHERIFF'S SALE BIT ON THE PROPERTY OF George A. & Mary Lou Sopkanich at 411 South Arch St., Berwick, Pa. 18603
COLUMNIA COUNTY, PENUSYLVANIA. SAID POSITING PERFORMED BY COLUMNIA COUNTY DEPUTY SHERIFF. J.H. Dent

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

Ј.Н∴ Йе́бі ИРИНУ 'ЯНКИТ

SHERTER, HARRY A. RUADARMEE, JR.

SWORN AND SUBSCRIBED BEFORE DE

mis leath

DAY OF September

19 07

TAME B. KLIME, PROTHOROTARY OF COLUMBIA COURTY



# COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

August 26, 1991

ERNEST D. PREATE, Jr. ATTORNEY GENERAL

Reply To:

15th Floor Strawberry Square 4th & Walnut Streets Harrisburg, PA 17120 (717) 787-3646

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

Dear Sheriff Roadarmel:

The records of the Office of Financial Enforcement, Office of Attorney General, do not contain any claim against George or Mary Lou Sopkanich.

Very truly yours,

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

TCZ/kf

## LIEN CERTIFICATE

DATE 8/22/91	an swit feeld total IBM part and start			
This is to	certify t	hat acc	ording to	our records, the
				inst the property
listed belo				•
				are as follows:
Owner or Reputed	d Owner: <u>S</u> o	opkanich	. George A	. & Mary Lou (9-85)
Former Owner:	Lupashi	inski, N	<u> Mark C. &amp; I</u>	inda
Parcel No.	04.4-9-	117	7778 MINI MINI MINI MINI PAPU MINI 23000 11110 11111	effer mine made state and a false false follow your right mine wine state right with
				CHES THEN SHEEL LIME NOON MANN ARM TYPE STORE WIND LEFT LITTE THEN THEN MEET
	YEAR	Ţ	OTAL	······································
	1989	ş	333.38	
	1990		228.43	
	TOTAL	\$	561.81	
	<u> </u>	- <del> </del>		<b>.</b>
The above f	igures re	present	the amoun	t(s) due during the
month of				
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Requested by:	Harry A.	Roadarr	el, Jr.	من المام
Fee: \$5.00				
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		COLUMB	IA COUNTY "	TAX CLAIM BUREAU
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PHONE 717-752-7442 OTHER TIMES. WED 9-12, MON - THUR BERWICK, PA. R-120 € CONNIE MAKE CHECKS PAYABLE TO: HOURS DURING DISCOUNT ONLY WED F 20 H BERWICK, PA. PHONE 717-752-7442 ONLY TUE, THUR & FRI 9 TO R-120 E TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED HOURS TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED **┌ - > ₹** WED 9:00 TO 12:00 C. GINGHER TO 7 DURING DISCOUNT 411 S. ARCH ST C. GINGHER BERNICK. PA SOPKANICH GEORGE A. SMARY LOU BERWICK . PA 411 S. ARCH ST SOPKANICH GEORGE A. &MARY LOU 3RD ST MIDTOWN PLAZA BERWICK BOROUGH GRO ST MIDTOWN PLAZA 1991 REAL ESTATE BERWICK BOROUGH 1991 REAL ESTATE 18603 18603 9-5 FRI 9-7 9-12, MON-302 18603 HAVE BEEN COMPUTED FOR YOUR CONVENIENCE THE DESCOUNT & THE PENALTY 豆 THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE SCHOOL R.E SINKING FUND FIRE COUNTY R.E. LIGHTS TWP/BORO R.E BERWICK AREA SCHOOL DISTRICT COLUMBIA COUNTY DESCRIPTION SCHOOL PENALTY A TPROPERTY DESCRIPTION THIS TAX NOTICE MUST BE PETURNED WITH YOUR PAYMENT PARCEL ACCT NO. BUILDINGS L-45X145 411 S. ARCH ST LOT 179 CCUNTY 10% PENALTY ATPROPERTY DESCRIPTION THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT PARCEL ACCT NO 17812 411 S ARCH ST LOT 179 BUILDINGS L-45X145 PAY THIS AMOUNT ASSESSMENT 04.4-9-117 ASSESSMENT 17812 04.4-9-117 820147.00 820 TWP/BORO TOTAL 25.00 2.00 30.00 5.00 MILLS. MILLS Çī 118.13 60 760 820 2.4 O.C.T. 3. THIS TAX 07/01/91 J J N 3 O TO COURT JANUARY 03/01/91 THIS TAX 120.54 O COURT JANUARY 1.64 24.60 20.50 4.10 2.46 24, 1992 HOUSE: RETURNED 24, 1992 HOUSE: մ Ս<u>ե</u> Էոլ 1 RETURNED NOV 1 126.57 03721 NCL PENALTY 126.57 03715 1.80 25.83 22.55 4.31 2.58

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TOTAL

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mV 2450

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 63 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG PENNSYLVANIA. COLUMBIA COUNTY, ON

THURSDAY OCTOBER 17, 1991

10:00 A.M.

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

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 179 in the D.A. Michael's Susquehanna Addition to Berwick.

Known and designated as 411 South Arch Street, Berwick, Pennsylvania, 18603.

BEING the same premises conveyed by Billy Jack York and Janet L. York by deed dated May 14, 1984 to Mark C. Lupashunski and Linda J. Lupashunski and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Record Book 331, Page 1053, on May 15, 1984.

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 THE FIRST NATIONAL BANK Servick, PA. Vs GEORGE A. SOPKANICH AND MARY LOU SOPKANICH, his wife.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Sylvia H. Kapushinski, Esquire Attorney for Plaintiff

## HARRY A. ROADARMEL, JR.



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE • P. O. BOX 380 BLOOMSBURG, FA 17818

#187548 17 875 784-1998

24 Hotel Heron (717) 284 6 100

August 20, 1991

Sylvia H. Kapushinski, Attorney Bull and Bull 106 Market Street Berwick, Pa. 18603 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 63 of 1991 E.D.

WRIT OF EXECUTION-MORTGAGE FORECLOSUS

SERVICE ON Mary Lou Sopk	anich
UN_ Tuesday August 20,1991 At 1:40	P.M. A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE CO	PY OF THE NOTICE OF SHERTFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTI	ON OF PROPERTY WAS SERVED ON
Mary Lou Sopkanich	, AT 1546 Ruhmel's Lane, Berwick, Pa.
BY DEPUTY SHERIFF	
SERVICE WAS MADE BY HANDING THE SAID WRIT	OF EXECUTION AND NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESC	RIPTION 10 Minnie Gensel, mother of
Mary Lou Sopkanich who lives at abov since Mary Lou Sopkanich was sleepin	e address and was the adult in charge g from working the night shift
	J.H. Dent DEPUTY SHERIFF
SHORN AND SUBSCRIBED BEFORE ME  THIS TO THE  DAY OF CLUQUEST 19 9/  TAMI B. KLINE, PROTHONOTARY KAD  OF COLUMBIA COUNTY	SHERIFF

PROTH, & CLK, OF SEV. COURTS

MY.COMM, EX. 1st MORE JAN. 1, 1993

### HARRY A. ROADARMEL, JR.



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE \* P. O. BOX 380 BLOOMSBURG, PA 17815

#1107AF 17 #71 784-1941 24 Hotel Efforie (217) 284 6300

August 20, 1991

Sylvia H. Kapushinski, Attorney Bull and Bull 106 Market Street Berwick, Pa. 18603 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

NO. 63 of 1991 E.D.

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

SERVICE ON George A. Sopkanich

ON_Tuesday August 20,1991 At 1:30	
OF THE WITHIN WRIT OF EXECUTION, A TRUE COP	Y OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A CUPY OF THE THE DESCRIPTION	N OF PROPERTY WAS SERVED ON
George A. Sopkanich	, AT 411 South Arch St.,
Berwick, Pa. 18603 BY DEPUTY SHERIFF	J.H. Dent
SERVICE WAS MADE BY HANDING THE SALD WRIT O	
SALE IN REAL ESTATE AND A COPY OF THE DESCR	IPIION 10 George A. Sopkanich
•	J. H. Dental Deputation SHERIFF
SWORN AND SUBSCRIBED BEFORE ME	
tills 20th	SHERIFF
DAY OF august 1991	
Tombre B. Klanel	

A COMM. SOLEN OF MA COURS.

ME COMM. EX. 34 DESS. [Ma, 1, 1988]

OF COLUMBIA COUNTY

TAME B. KLINE, PROTHONOTARY END

### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 63 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY OCTOBER 17, 1991 10:00 A.M.

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

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 179 in the D.A. Michael's Susquehanna Addition to Berwick.

Known and designated as 411 South Arch Street, Berwick, Pennsylvania, 18603.

BEING the same premises conveyed by Billy Jack York and Janet L. York by deed dated May 14, 1984 to Mark C. Lupashunski and Linda J. Lupashunski and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Record Book 331, Page 1053, on May 15, 1984.

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 THE FIRST NATIONAL BANK OF BERWICK, PA. Vs GEORGE A. SOPKANICH AND MARY LOU SOPKANICH, his wife.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Sylvia H. Kapushinski, Esquire Attorney for Plaintiff

THIS MORTGAGE is made this				
between the Mortgagor <u>GEORGE A. S</u>				(here
Borrower"), and the Mortgagee,	THE FIRST MAT	IONAL BANK OF BERWI	CK, 111 West Front St., Bern	ick, Pa. 18603
Corporation organized and existing under	the laws of Penns	sylvania, whose add	ress is:	
WHEREAS, Borrower is indebted to Len which indebtedness is evidenced by Borrow monthly installments of principal and interest	er's note dated est, with the balance	Contambou 26	100F 10 1 100	
September 26, 1991 TO SECURE to Lender (a) the repayment				
ther sums, with interest thereon, advanced in f the covenants and agreements of Borrowe neteon, made to Borrower by Lender purst nortgage, grant and convey to Ler	n accordance herew er herein contained uant to paragraph	ith to protect the sec 1. and (b) the repay 21 becook therein?	urity of this Mortgage, ar ment of any future adva Enture Advances N. Doc	nd the performance nees, with interes
Columbia	, State of Pe	nnsylvania:		
BEGINNING at the Northeast Street; thence, along Arch Stre corner of Lot No. 178; thence, 6 inches to Cleveland Alley; th 9 degrees West, 45 feet to the No. 180, South 81 degrees East, beginning,	eet, worth 9 d along said ic hence, along t Northwest cor	degrees East, of ht No. 178, Nor the Westerly 11	15 feet to the Sou th 81 degrees Wes Ine of Cleveland A	theast t, 145 feet lley, South
This description is intend D. A. Michael's Susquehanna Add	ied to cover a dition to Berw	and this deed o	onvey Lot No. 179	in the
Known and designated as 41	Il South Arch	Street. Berwic	k. Pennsylvania.	18603.
Being the same premises to dated May 14, 1984, to Mark C. the Office for the Recording of Record Book 331, Page 1053, on	Onveyed by Bil Lupashunski a f Deeds in and	ly Jack York and Linda J. Lu	nd Janet L. York	by deed
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ch has the address of411_South Arc	h Street, Ber (Street)	wick, Pennsylv	ania, 18603 (City)	

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

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

PENNSYLVANIA TO 4 - 6-79 FRMA SHEMC UNIFORM INSTRUMENT Form 154

## ADJUSTABLE RATE LOAN RIDER

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

DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS,
This Rider is made this .26th day of September , 19.85 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
the first national bank of Berwick, 111 West Front St., Berwick, Pa. 18603  (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at All . South . Anch . Street., Berwick, . Pennsylvania. 18603.  Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:  A. INTEREST RATE AND MONTHLY PAYMENT CHANGES  The Note has an "Initial Interest Rate" of 10%. %. The Note interest rate may be increased or decreased on the 26th day of the month beginning on September, 26, 19.86 and on that day of the month every .12 months thereafter.
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]
(1) [J* "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board. (2) 図* Average monthly yield on United States Treasury securities adjusted to
COCK OUT DOT TO INDICATE Whether there is any more more many and a base of the factories of
be no maximum limit on a gres.]  (1)  There is a maximum limit on changes in the interest rate on each Change Date; if no box is checked there will cannot be changed by more than DDE.  (2)  The interest rate cannot be changed by more than DDE., percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.  B. LOAN CHARGES
It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien, Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.  D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.  By signing this, Borrower agrees to all of the above.
George A. Sopkanich (Scal)  -Borrower
Mary Lou Supkenich (Seal) Mary Lou Sopkanich —Borrower
; ;

<sup>\*</sup> If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

NEW JERSEY AND PENNSYLVANIA—BRI-FIRMC UNIFORM INSTRUMENT

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

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

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

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

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

payment thereof.

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

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

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

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

exceed that amount of coverage required to pay the sums secured by this Mortgage,

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Bortower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mottgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Horrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts dishurced by Lender pursuant to this paragraph 1, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of dishursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

and shall be paid to Lender.

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

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

sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

If I ender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. Il Borrower lads to pay such sums prior to the expiration of such period, I ender may, without further

notice or demand on Borrower, invoke any remedies permitted by paragraph 18 bereof.

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

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

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

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

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received, 21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original 22. Release, Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge in Borrower, Borrower shall pay all costs of recordation, if any, 23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage. IN WITNESS WHEREOF, Borrower has executed this Mortgage. Witnesses: Columbia COMMONWEALTH OF PENNSYLVANIA, \_\_\_ \_\_\_\_ day of \_\_\_September\_\_\_\_ On this, the , \_\_\_\_\_, 19 85 \_\_\_\_, before me. <u>a Notary Public</u> \_\_\_\_ the undersigned officer, personally appeared George A. Sopkanich and Mary Lou Sopkanich known to me (or satisfactorily proven) to be the person 5\_\_\_\_ whose name \_\_\_ \_\_\_ subscribed to the within instrument and acknowledged that are\_\_ they executed the same for the purposes herein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires: Ay Commission Expires Oct 15 Fille of Or I hereby certify that the precise residence of the within Mortgagee is 111 West Front St (Signature) (Space Below This Line Reserved For Lender and Recorder) Recorded in Columbia County Record Bk 355 pg 34 Sept. 26, 1985 2:53pm

54

800K 355 PAGE 038

ANSYLVANIA-LIG 4 FAMILY-4-78-FRMA-FRÊMÇ

THE FIRST NATIONAL BANK	) IN THE COURT OF COMMON PLEAS
OF BERWICK, PA.,	) OF THE 26TH JUDICIAL DISTRICT
	) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	)
	) CIVIL ACTION - LAW
vs.	) MORTGAGE FORECLOSURE ACTION
	)
GEORGE A. SOPKANICH AND	)
MARY LOU SOPKANICH,	)
HIS WIFE,	)
	)
Defendants.	) NO. 779 OF 1991

## NOTICE OF SHERIFF'S SALE OF REAL ESTATE PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

#### TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: Thursday Oct. 17,1991

TIME: 10.00 A-177

LOCATION: SheriFF'S OFFICE

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

411 South Arch Street Berwick Columbia County Pennsylvania 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 779 of 1991

THE NAME(S) OF THE OWNERS(S) OR REPUTED OWNERS of this property is:

### GEORGE A. SOPKANICH AND MARY LOU SOPKANICH

A SCHEDULE OF DISTRIBUTION, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.

IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

SUSQUEHANNA VALLEY LEGAL SERVICES
168 EAST FIFTH STREET
BLOOMSBURG, PA 17815
(717) 784-8760

#### THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a Petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a Petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

- 2. After the Sheriff's Sale, you may file a Petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This Petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
- 3. A Petition or Petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The Petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the Petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the Petition to the Court.

SHERIFF

### PROPERTY DESCRIPTION

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street; thence along Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 179 in the D.A. Michael's Susquehanna Addition to Berwick.

Known and designated as 411 South Arch Street, Berwick, Pennsylvania, 18603.

BEING the same premises conveyed by Billy Jack York and Janet L. York by deed dated May 14, 1984 to Mark C. Lupashunski and Linda J. Lupashunski and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Record Book 331, Page 1053, on May 15, 1984.

### PROPERTY DESCRIPTION

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street; thence along Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

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THE FIRST NATIONAL BANK	) IN THE COURT OF COMMON PLEAS
OF BERWICK, PA.,	) OF THE 26TH JUDICIAL DISTRICT
	) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	j
·	) CIVIL ACTION - LAW
vs.	) MORTGAGE FORECLOSURE ACTION
GEORGE A. SOPKANICH AND	)
MARY LOU SOPKANICH,	)
HIS WIFE,	)
	)
Defendants.	) NO. 779 OF 1991

### NOTICE PURSUANT TO RULE 3129

THE FIRST NATIONAL BANK OF BERWICK, PA., 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 411 South Arch Street, Berwick, Columbia County, Pennsylvania, 18603, as more specifically described in attached Exhibit "A".

1. Name and address of owners:

GEORGE A. SOPKANICH MARY LOU SOPKANICH
1142 FOURTH AVENUE 411 SOUTH ARCH STREET
BERWICK, PA 18603 BERWICK, PA 18603

Name and address of Defendants:

GEORGE A. SOPKANICH MARY LOU SOPKANICH
1142 FOURTH AVENUE 411 SOUTH ARCH STREET
BERWICK, PA 18603 BERWICK, PA 18603

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

BOROUGH OF BERWICK 344 MARKET STREET BERWICK, PA 18603 PENNSYLVANIA POWER & LIGHT COMPANY OLD ROUTE 220 MONTOURSVILLE, PA 17754

UNPAID REAL ESTATE TAXES (1989) \$ 299.77 UNPAID REAL ESTATE TAXES (1990) \$ 222.34

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

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

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

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

BOROUGH OF BERWICK 344 MARKET STREET BERWICK, PA 18603

PENNSYLVANIA POWER & LIGHT COMPANY OLD ROUTE 220 MONTOURSVILLE, PA 17754

UNPAID REAL ESTATE TAXES (1989) \$ 299.77 UNPAID REAL ESTATE TAXES (1990) \$ 222.34

6. Name and address of every other person who has any record interest or record lien on the property and which may be affected by the sale.

THE FIRST NATIONAL BANK OF BERWICK, PA. 111 WEST FRONT STREET BERWICK, PA 18603

BOROUGH OF BERWICK 344 MARKET STREET BERWICK, PA 18603

PENNSYLVANIA POWER & LIGHT COMPANY OLD ROUTE 220 MONTOURSVILLE, PA 17754

UNPAID REAL ESTATE TAXES (1989) \$ 299.77 UNPAID REAL ESTATE TAXES (1990) \$ 222.34 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. Sec. 4904 relating to unsworn falsification to authorities.

LAW OFFICES OF BULL & BULL

YLVIA H. KAPUSHINSKI, ESQUIRE

Attorney for Plaintiff

106 Market Street

Berwick, Pennsylvania 18603

(717) 759-1231 I.D. #59507

DATED:

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THE FIRST NATIONAL BANK
OF BERWICK, PA.,

OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH, PA.

Plaintiff,

VS.

CIVIL ACTION - LAW
MORTGAGE FORECLOSURE ACTION

GEORGE A. SOPKANICH AND
MARY LOU SOPKANICH,
HIS WIFE,

NO. 779 OF 1991

# 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 of 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 for 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.

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 VALLEY LEGAL SERVICES
168 EAST FIFTH STREET
BLOOMSBURG, PA 17815
(717) 784-8760

LAW OFFICES OF BULL & BULL

SYLVIA H. KAPUSHINSKI, ESQUIRE

Attorney for Plaintiff

106 Market Street

Berwick, Pennsylvania 18603

(717) 759-1231 I.D. #59507

THE FIRST NATIONAL BANK	) IN THE COURT OF COMMON PLEAS
OF BERWICK, PA.,	) OF THE 26TH JUDICIAL DISTRICT
	) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	)
	) CIVIL ACTION - LAW
vs.	) MORTGAGE FORECLOSURE ACTION
	)
GEORGE A. SOPKANICH AND	)
MARY LOU SOPKANICH,	)
HIS WIFE,	)
	)
Defendants.	) NO. 779 OF 1991

#### WATCHMAN RELEASE FORM

I, J. GERALD BAZEWICZ, make this wavier on behalf of the within Plaintiff, The First National Bank of Berwick, Pa., and being authorized so to do, waives the right to the placing of a Watchman and/or insurance on the property located at 411 South Arch Street, Berwick, Columbia County, Pennsylvania, in the above mortgage foreclosure action.

The First National Bank of Berwick, Pa.

Sworn and subscribed before me

this 7th day of august, 1991.

Notarial Seal. Raiphene R. Traugh, Notary Public Serwick Boro, Columbia County My Commission Expires Out. 23, 1993

Member, Pennsylvania Association of Notaries

THE FIRST NATIONAL BANK OF BERWICK, PA.,	) IN THE COURT OF COMMON PLEAS ) OF THE 26TH JUDICIAL DISTRICT ) COLUMBIA COUNTY BRANCH, PA.
Plaintiff,	
Vs.	) CIVIL ACTION - LAW ) MORTGAGE FORECLOSURE ACTION
GEORGE A. SOPKANICH AND MARY LOU SOPKANICH, HIS WIFE,	) ) )
Defendants.	) NO. 779 OF 1991
AFFIDAVIT OF N	ON-MILITARY SERVICE
COMMONWEALTH OF PENNSYLVANIA	)
COUNTY OF COLUMBIA	) ss: )
J. GERALD BAZEWICZ, being	duly sworn according to law,
deposes and says that he makes th	is Affidavit on behalf of the
within Plaintiff, The First Natio	onal Bank of Berwick, Pa. and being
authorized so to do and that he k	knows of his own personal knowledge
and also avers that George A. Sop	kanich and Mary Lou Sopkanich, his
Wife, ARE NOT in the military or	naval services of the United States
or its allies, or otherwise within	n the provisions of the Soldiers
and Sailors Civil Relief Act of C	Congress of 1940 and its amendments.
	J. GERALD BAZEWICZ - PRESIDENT THE FIRST NATIONAL BANK-OF BERWICK, PA
Sworn to and subscribed before me this 3rd day of July., 199  Ralphene R. Traugh, Notary Public  Berwick Boro, Columbia County My Commission Expires Oct. 23, 1993	

Member Poursylvania Association of Notories

THE FIRST NATIONAL BANK

OF BERWICK, PA.,

Plaintiff,

Vs.

CIVIL ACTION - LAW

MORTGAGE FORECLOSURE ACTION

MARY LOU SOPKANICH,
HIS WIFE,

Defendants.

NO. 779 OF 1991

#### AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF COLUMBIA )

SYLVIA H. KAPUSHINSKI, ESQUIRE, being duly sworn according to law does depose and say that she is the Attorney for the Plaintiff, that she makes this Affidavit on the Plaintiff's behalf and that she is authorized to do so on behalf of the Plaintiff; and that to the best of her knowledge, information and belief, the name and last known address of the Defendants in the above-captioned Judgment are:

George A. Sopkanich 1142 Fourth Avenue Berwick, Pa 18603 Mary Lou Sopkanich 411 South Arch Street Berwick, Pa 18603

SYLVIA H. KAPUSHINSKI, ESQUIRE

Attorney for Plaintiff

106 Market Street Berwick, Pa 18603

(717) 759-1231 I.D. #59507

Sworn and subscribed before me

this  $\frac{2nl}{2}$  day of  $\frac{\frac{l}{2}}{2}$ , 1991.

JOYATY Publ NOTARIAL SEAL
JOHN W. McDANEL, NOTARY PUBLIC
BERWICK, COLUMBIA COUNTY, PA.
MY COMMISSION EXPIRES 5-1-1995



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

24 HOUR PHONE (717) 784-6300

Marke. August 20, 1991			
To: Connie K. Gingher  Tax Collector  120 R. E. Third St.,  Berwick Pa. 18603			
Re:The First National Bank of Berwick No: 63 of 1991 11	VS. George A. Sopkanich No: 779	 •	Lou

Dear Sir:

PHONE

(717) 784-1991

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

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

Respectfully,



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

PHONE (717) 784-1991

24 HOUR PHONE (717) 784-6100

Tor	Rozer	ial Souar	Authori	± 1.7						
	Chris	ick Sewer s Klinger Ma <del>rket St</del> .								
		ick,Pa. 18								
	First Mick	National	Bank of		~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	A. So	pkanio	ch and	Mary	Lou
Mo: 63		of 1991	10	1	Sopkan No:	7.7.9	nf	1991	JD	

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

Respectfully,



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

PUIDNE 1717) 784-1991

21 HOUR PHONE (717) 784-6100

Date:	August	20,	1991	
-------	--------	-----	------	--

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

Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Berwick
No: 63 of1991 ID Sopkanich
No: 779 of 1991 ID

Dear Sir:

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

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

Respectfully,



# SHERITE OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 BHOOMSBURG, PA 17813

24 HOUR PHONE (717) 784-6300

Date: August 20, 1991

PHONE

1717) 784-1991

Jo: Small Business Administration

20 N. Pennsylvania Ave.

-- Room\_2327\_\_\_\_\_

Wilkes-Barre, Pa. 18701

Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Berwick
No: 63 of 1991 in Sopkanich
No: 779 of 1991 JD

Dear Sir:

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

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

Respectfully,



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

24 HOUR PHONE (717) 784-6100

THONE 1717) 784-1991

Date: August 20, 1991

to: IRS

P.O. Box 12050

Philadelphia, Pa. 19106

Attention: Special Procedures Function

Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Berwick Sopkanich No: 779 of 1991 JD

Dear Sir:

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

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

Note: Also enclosed is a copy of the Writ of Execution and list of

recorded lien holders.

Respectfully,



# SHERITE OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 388 BEOOMSBURG, PA. 17815

24 HOUR THONE (717) 784-6380

1717) 784-1991

Date: <u>August 20, 1991</u>

PHONE

to:	Outhorned to the control of the cont
	Department of Revenue
	-Bureau of Accounts Settlement
	P.O. Box 2055
	Harrisburg, Pa. 17105

Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Sopkanich
No: 63 of 1991 | 10 No: 779 of 1991 | 10

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,



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

PHONE (717) 784-1991

21 HOUR THONE (717) 284-6386

Date:	August 1	20, 1991	
To:	Thomas (	C. Zerbe Attorney	Jr. General

-Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120

Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Berwick Sopkanich
No: 63 of 1991 III No: 779 of 1991 III

Dear Sir:

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

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

Respectfully,



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

THONE 17171 784-1991

24 HOUR THONE (717) 784-6300

Date: August 20, 1991
To: Pennsylania Power and Light Co.  Old Route 220  Montoursville, Pa. 17754
Re: The First National Bank of VS. George A. Sopkanich and Mary Lou Berwick No: 63 of 1991 10 No: 779 of 1991 do
Dean Sin:
Enclosed is a notice of an upcoming Sheriff's Sale, If you have any
claims against this property, notify this office IMMEDIATELY.
Please feel free to contact me with any questions you may have.
Respectfully,



#### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA. 17818

PHONE (717) 784-1991

21 HOUR PHONE (717) 784-6300

Date:August 20, 1991	
To: Borough of Berwick  344 Market St.,  - Berwick, Pa. 18603	
Re: The First National Bank of VS. George A. Sopkanich and Mary Log Berwick No: 63 of 1991 10 No: 779 of 1991 40	u
Dear Sir:	
Enclosed is a notice of an upcoming Sheriff's Sale, If you have any	
claims against this property, notify this office IMMEDIATELY.	

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

Respectfully,



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

PRONE (717) 784-1991 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

PRESS/ENTERPRISE .ackawanna Avenue Toomsburg, PA 17815
Pate: <u>August 20, 1991</u>
Re: Sheriff's Sale Advertising Dates
The First National Banks George A. Sopkanich and Mary Lou Sopkanich of Berwick
No. 63 of 1991 ED No. 779 of 1991 JD
lear Sir:
Please advertise the enclosed SHERIFF SALE on the following dates:
1st week September 26, 1991
2nd week October 3, 1991
3rd week October 10, 1991'
Feel free to contact me it you have any questions.

Respectfully,

Harry A. Roadarmel, Jr. Sheriff

PAY\_\_\_\_\_ TO THE ORDER OF \_\_\_\_

[...

57960

FOR ACCOUNT OF FORECLOSURE COSTS GEORGE SOPKANICH

60-712/313 AUG, 6 1991

1ST NAT'L BK. 75 CD DOLS CD CTS DOLLARS \$ 750.00

COLUMBIA COUNTY SHERIFF

**CASHIER'S CHECK** 

AUTHORIZED SIGNATURE

#00057960# #031307125# O1 20631 3001

# WRIT OF EXECUTION—(MORTGAGE FORECLOSURE) P.R.C.P. 3180 to 3183 and Rule 3257

THE FIRST NATIONAL BANK OF  BERWICK, PA.,	IN THE COUR' COLUMBIA CO	r of common pleas of ounty, pennsylvania
Plaintiff,	No. <u>63</u>	Term 19.7 E.D.
vs	No	Term 19A.D.
GEORGE A. SOPKANICH AND	No779	Term 1991 J.D.
MARY LOU SOPKANICH, HIS WIFE,	WRIT (MORTGA	OF EXECUTION GE FORECLOSURE)
Defendants.	,	1 Oxidenosonia)
Commonwealth of Pennsylvania:		
County of Columbia:		
TO THE SHERIFF OFCOLUMBIA	COUNTY, 1	PENNSYLVANIA
SEE ATTACHED SHEET FOR DESCRI	PTION OF PROPERTI	ΞS

Dated  $\frac{\sqrt{7/9}}{(\text{SEAL})}$ 

as endorsed.

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By: Cathadaire

Deputy

### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 63 OF 1991 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY OCTOBER 17, 1991 10:00 A.M.

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

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

BEGINNING at the northeast corner of Lot No. 180 on the west side of South Arch Street, north 9 degrees east, 45 feet to the southeast corner of Lot No. 178; thence along said Lot No. 178 north 81 degrees west, 145 feet 6 inches to Cleveland Alley; thence along the westerly line of Cleveland Alley, south 9 degrees west, 45 feet to the northwest corner of Lot No. 180; thence along said Lot No. 180, south 81 degrees east, 145 feet and 6 inches to Arch Street, the place of beginning.

This description is intended to cover and this deed to convey Lot No. 179 in the D.A. Michael's Susquehanna Addition to Berwick.

Known and designated as 411 South Arch Street, Berwick, Pennsylvania, 18603.

BEING the same premises conveyed by Billy Jack York and Janet L. York by deed dated May 14, 1984 to Mark C. Lupashunski and Linda J. Lupashunski and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Record Book 331, Page 1053, on May 15, 1984.

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 THE FIRST NATIONAL BANK OF BERWICK, PA. Vs GEORGE A. SOPKANICH AND MARY LOU SOPKANICH, his wife.

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Sylvia H. Kapushinski, Esquire Attorney for Plaintiff