

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: Feb. 2, 1990

To: First Eastern Bank N.A.

Main & Market St.,

Bloomsburg, Pa. 17815

Guaranty Bank N.A. (Formerly
Community National Bank)

John J. Greasy and Dennis W. Greasy
co-partners t/a John's Cycle Barn and
Judith A. Greasy

No: 65 of 1989 ED

No: 988 of 1989 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

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

IN THE COURT OF COMMON PLEAS OF
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
No. EX — / 65 of 1989.
No. CV — 988-89
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

GUARANTY BANK, N.A. (formerly
COMMUNITY NATIONAL BANK),
Plaintiff
vs
JOHN J. CREASY and DENNIS W.
CREASY, Co-Partners, t/a
JOHN'S CYCLE BARN, and
JUDITH A. CREASY,
Defendants
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ~~MONTEGOMERY~~ COLUMBIA:

TO THE SHERIFF OF ~~MONTEGOMERY~~ 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 describe property below):

See Exhibit "A" Attached.

Amount Due \$ 97,002.79

Interest from Oct. 27, 1989

Atty's commission

Total

\$; Plus costs as endorsed hereon.

Dated 27 Oct. 1989.
(SEAL)

TAMI B. KLINE.

Prothonotary

By:

Barbara N. Silvette

Barbara N. Silvette,
Chief Deputy

PARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot of formerly Wilison Yeager, now or formerly of A. J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipfzer; thence along said Lipfzer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING. UPON which is erected a large two story tile block building.

PARCEL NO. 2:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

PARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

24 HOUR PHONE
(717) 784-6300

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



PHONE
(717) 784-1991

Date: Jan. 16, 1989

To: Mrs. Ruth E. Lynn

Tax Collector

RD#1 Box 342

Catawissa, Pa. 17820

Re: Guaranty Bank
VS. John J. Greasy, Dennis W. Greasy, Judith Greasy
No: 65 of 1989 ED No: 988 of 1989 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

NOTE: As you may have seen, the Sale Date is
listed for Jan. 18, 1990 at 11:00 A.M.,
this has been continued until April 19,
1990 at 1100, but this can not be
announced until the day and time of the
original Sale. Thank you.

LEAVENS & ROBERTS

Attorneys at Law

ANDREW A. LEAVENS
RICHARD J. ROBERTS, JR.

29 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17872-0518

January 16, 1990

717-648-5727

Harry Roadarmel, Sheriff
Courtthouse
Bloomsburg, Pennsylvania 17815

Re: Guaranty Bank, N.A. v. John J. Cressy and Dennis W.
Cressy, Co-Partners, t/a John's Cycle Barn, and
Judith A. Cressy
No. CV-988-89
No. EX-65-89

Dear Sheriff Roadarmel:

Pursuant to my recent telephone conference with your Deputy,
Jim Dent, I am writing to request that the sale scheduled for
January 18, 1990, at 11:00 A.M., in the referenced execution
proceeding be postponed and continued to April 19, 1990, at 11:00
A.M.

I would also ask that you make a public announcement of said
postponement and continuance, including the new date and time for
the sale, to all prospective bidders and other interested parties
who appear in your Office on January 18, 1990, at 11:00 A.M. for
the scheduled sale. Rule 3129.3 provides that where such public
announcement is made, no new notice of the sale will be required.

Yours very truly,

Richard J. Roberts, Jr.

RJR:pag

cc: Vincent A. Purcell

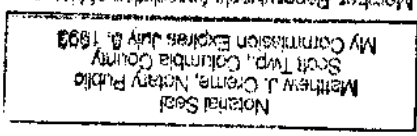
STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }
SS:

Paul R. Eyerly, III, Publisher, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on December 26th, 1989, January 3rd, and January 10th, 1990. 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 are interested in the subject matter of said notice and advertisement, and 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 11th day of Jan 1990

Matthew J. Crenna
(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.

OFFICE OF

JOHN R. ADLER



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

PHONE: 717-784-1991

Mr. Richard J. Roberts Jr., Esquire
LEAVENS & ROBERTS
29 East Independence Street
Post Office Box 518
Shamokin, Pa. 17872
IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 65 OF 1989 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday December 13, 1989 at 11:12 A.M. POSTED A COPY OF THE SHERIFF'S

SALE BILL ON THE PROPERTY OF John J. Greasy and Dennis W. Greasy t/a John's
Cycle Barn and Judith A. Greasy
RD#1 Catawissa, Pa. (Parcel No. 3 --Parcel No. 2 on Shuman St. ---John's Cycle Barn

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF J.H. Dent

Note: Posting's done at three different
locations on each Parcel.

SO ANSWERS:

J.H. Dent

Deputy Sheriff

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this
13 day of December, 1989

John R. Adler
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania
PROTH & CLK. OF SVT. COURTS
MY COMM. EX. 1st MON. JAN. 1, 1993

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



**PRIORITY CLAIM
FOR
SHERIFFS SALE**
Please Print or Type

EXECUTION NUMBER	#65 of 1989 E.D.
DATE OF SALE	01-18-90
AMOUNT	\$2,529.25

Mr. John R. Adler
Sheriff of Columbia County
Courthouse, P.O. Box 380
Bloomsburg, PA 17815

CORPORATION TAX FILE (BOX) NUMBER	
EMPLOYER EIN	
SALES TAX LICENSE NUMBER	19-06578-8
SOCIAL SECURITY NUMBER	

DEFENDANT John J. Greasy and Dennis W. Greasy

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

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

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

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

STATEMENT OF ACCOUNT

LIEN NO.

TYPE OF TAX	SETTLEMENT OR LIEN DATE	PERIOD	AMOUNT OR BALANCE
S & U	10-05-89	1079-89	\$2,529.25

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

WITNESS my hand and the seal of the Department of

Revenue this 22nd day of November, 1989

SECRETARY OF REVENUE

David L. Donahoe

Raymond M. Blackwelder
DIRECTOR, BUREAU OF COMPLIANCE



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

RECEIPT OF PRIORITY CLAIM

The Priority Claim of the Commonwealth of Pennsylvania against the following has been received on _____ (date)

Claimant:

John J. Greasy and Dennis W. Greasy

Claimant is Trading as:

Amount

\$2,529.25

Sheriff or representative

County

#65 of 1989 E.D.

Applied to Real Estate Execution Number:

CATAWISSA BOROUGH

P. O. BOX 44

CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary

P. O. Box 44

Catawissa, PA 17820

November 14, 1989

Sheriff John R. Adler
P.O. Box 380
Bloomsburg, PA 17815

RE: Sheriff sale of John J., Dennis W., & Judith A Greasy

Dear Sheriff Adler:

In reference to your letter dated November 9, 1989 concerning any claims the Borough has against the above name. Please be advised there are unpaid utility bills owed the Borough from John's Cycle Barn in the following amounts:

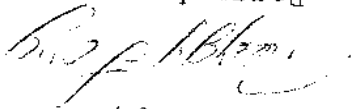
Electric Bills
#136JCB
#831JCB
Sewer Bill
#136JCB
Water Bill
#136JCB

\$2,691.96
14.02
62.46

Total owed
\$2,885.43
117.89

Should you have any further questions please call my office.

Peggy Long
Secretary

Sincerely,




COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

November 14, 1989

Reply To:

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

ERNEST D. FREATE, JR.
ATTORNEY GENERAL

John R. Adler, Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Re: Guaranty Bank, N.A. vs. John J. Creasy
and Dennis W. Creasy t/d/b/a John's
Cycle Barn & Judith A. Creasy

Dear Sheriff Adler:

A check of the computerized records of the Financial
Enforcement Section, Office of Attorney General, reveals many
claims against John J. Creasy and Dennis W. Creasy, but all
purged from the system except the notation that they had been
there. All are for Pennsylvania Department of Transportation.
I do not know whether or not there are any liens.

Very truly yours,

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

TCZ/KF

JOHN R. ADLER

OFFICE OF



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

PHONE
717-784-1881

November 14, 1989

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, COMMON-
WEALTH OF PENNA.

No. 65 of 1989 E.D.

WRIT OF EXECUTION

John J. Creasy & Dennis W. Creasy t/d/b/a
John's Cycle Barn & Judith A. Creasy

SERVICE ON

Richard J. Roberts
LEAVENS & ROBERTS
29 East Independence Street
Post Office Box 518
Shamokin, Pa. 17872

ON Monday November 13, 1989

AT 4:45 P.M.

A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON

John J. Creasy & Dennis W. Creasy t/d/b/a John's Cycle Barn &
Judith A. Creasy
RD#1 Catawissa, Pa.

J.H. Dent
BY DEPUTY SHERIFF

SERVICE WAS MADE BY PERSONALLY HANDING SAID WRIT OF EXECUTION AND NOTICE OF
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO THE DEFENDANT.
Dennis W. Creasy

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 14th DAY OF November, 1989

Ami B. Kline by: [Signature]

AMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA
PROTEST & CLK. OF SEV. COCKS

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

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: November 9, 1989

RE: Sheriff's Sale Advertising Dates

GUARANTY BANK, N.A. vs JOHN J. CREASY & DENNIS W. CREASY
c/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY
No. 65 of 1989 ED No. 988 of 1989 JD

Dear Sir:

Please advertise the enclosed Sheriff's Sale on the following dates:

1st week December 26, 1989

2nd week January 3, 1990

3rd week January 10, 1990

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
Sheriff

enc.

State of Pennsylvania
County of Columbia

ss.

I, Beverly J. Michael, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

John J. Creasy and Dennis W. Creasy, t/a John's Cycle Barn and Judith A. Creasy

and find as follows:

See photostatic copies attached.

Fee \$20.00

In testimony whereof I have set my hand and seal
of office this 13th day of November
A.D., 1989.

Beverly J. Michael
RECORDER

This Indenture,

Made the 25th day of July, 1975, between Lord one thousand nine hundred and seventy-five (1975), in the year of our

R. D. #1, Catwissa, Columbia County, Pennsylvania, his wife, of
 DENNIS W. CRESAY and JUDITH A. CRESAY, his wife, of
 Columbia County, Pennsylvania, Mortgageors,
 FIRST EASTERN BANK, NA, Bloomsburg Office, a banking
 corporation organized and existing under and by virtue of the laws
 of the United States of America with place of business in the Town
 of Bloomsburg, County of Columbia and State of Pennsylvania, Mortgagee.

Mortgage, the Mortgageors by a Bond bearing even date herewith, stand bound unto the
 Mortgagee, said Bank
 Thirty-Two Thousand (\$32,000.00) Dollars
 conditioned for the payment of a debt of SIXTEEN THOUSAND (\$16,000.00) Dollars.
 PAYABLE IN THE FOLLOWING MANNER: Payment on account of principal

on the 10th day of each at the rate of at least \$143.96 per month
 to interest at the rate of 9% per annum and the balance of all such
 payment to be applied to the principal, with full principal sum with
 interest thereon at the aforesaid rate to be fully paid no later
 than the 10th day of July, 1995. The Mortgageors retaining
 at any interest payment date.
 The undersigned shall pay to the holder hereof a late charge of two
 percent (2%) of any monthly installment not received by the holder
 within fifteen (15) days after the installment is due.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest
 and all amounts agreed to be treated as such, payable on demand, irrespective of any filing hereon contained to the contrary.
 And Also, to pay all taxes, and keep the building on said premises insured for the benefit
 of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable
 to the Mortgagee in the sum not less than Sixteen Thousand (\$16,000.00) Dollars and take no insurance not payable to the Mortgagee said Bank.
 This Mortgage and accompanying Bond are given as additional or collateral security for the pay-
 ment of any note or notes, writing or writings, contract or contracts, now or hereafter made, en-
 dorsed, assigned, delivered or guaranteed by the Mortgageors herein,

to First Eastern Bank, NA
 and now due and to become due and for any note
 renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for
 the Mortgageors herein.
 to First Eastern Bank, NA.
 John, in consideration of one Dollar, and better to secure payment; of said debt, the Mort-
 gageors do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns
 All THAT CERTAIN parcel or tract of land situate in Catawissa
 Township, Columbia County, Pennsylvania, bounded and described as
 follows, to-wit:

BEGINNING at a stone corner of land of Joseph Brobst; and running
 thence by line of said Brobst, north 86 degrees 30 minutes west, 260
 feet to an iron pin; thence by line of land of Frank Garrison, et ux

south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by the same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catwissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of BEGINNING. CONTAINING 1.11 acres. UPON WHICH is erected a double mobile home on a permanent foundation.

IT BEING the same premises that Frank E. Garrison and Linda L. Garrison, his wife, by their deed dated July 18, 1967, recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 236, at page 644, granted and conveyed to Dennis W. Creasy and Judith A. Creasy, his wife, the Mortgages herein.

with the appurtenances.

We have and to hold to the said Mortgage, its Successors and Assigns forever

thirty (30) days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for

days after written notice of its being due shall have been given to the Mortgagee or their representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of 15 per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

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

Witness the hands

Signed, Sealed and Delivered
in the presence of

Dennis W. Creasy
Judith A. Creasy

532
532
532
532
532

Number 251

Mortgage

To A Corporation

DENNIS W. CREASY AND
JUDITH A. CREASY, HIS
WIFE,

MORTGAGORS,

FIRST-EASTERN BANK, NA.

MORTGAGEE.

Dated 19 75
Upon Catawissa Twp. Premises.
To secure \$ 16,000.00
Payable Monthly.

LAW OFFICES
DALE A. DEER
BLOOMSBURG, PENNA.
238 MARKET STREET

Form No. 197C Legal Blat Primary Lender's P.

Recorder

Jacob B. D. H. H. H.

Commonwealth of Pennsylvania
County of Columbia 8:53 a.m.
Recorded on this 29th day of July
A. D. 1975, in the Recorder's Office of the said County in Mortgage Book Volume 175 Page 362
Given under my hand and seal of the said Office, the date above written.

BOOK 175 PAGE 362

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX - \$52.00 FEE - \$5.00
JUL 29 8 53 AM '75

I, Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this Mortgage, is 11 West Market Street, Wilkes-Barre, Pennsylvania.

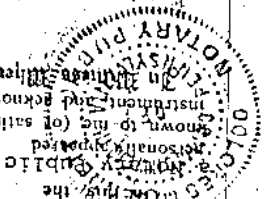
Attorney for MORTGAGEE.

Jacob A. Deer

NOTARY PUBLIC
Bloomington, Columbia County, Pa.
My Commission Expires January 1, 1979
Title of Document

Robert M. H. H. H.

State of Pennsylvania
County of Columbia
Dennis W. Creasy and Judith A. Creasy, his wife,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.
I hereunto set my hand and official seal.
A. D. 19 75, before me
the undersigned Officer,
day of July
53



Rec In Columbia Co
Rec BK 379 pg 147
Nov. 26, 1986 11:50am

Nov 26 1986

Beverly G. McArthur

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on November 21, 1986, by and between:

19.86. The mortgagor is JOHN, BARBARA, and DENNIS W. CREESEY, a Partnership, t/a/d/b/a JOHN'S CYCLE, CREESEY, and DENNIS W. CREESEY, a Partnership, which is organized and existing under the laws of United States of America, and whose address is 10. S. Market St., P.O. Box 460, Shamokin, PA 17872.

Borrower owes Lender the principal sum of EIGHTY-FIVE THOUSAND AND 00/100 Dollars (\$85,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 21, 2006.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Catawissa, Borough, and Catawissa, Township, Columbia County, Pennsylvania:

PARCEL NO. 1:
ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

beginning at a corner of lot of formerly Wilson Yeager, now or formerly of A. J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipster; thence along the south lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING.

UPON which is erected a large two story tile block building.
BEING the same premises conveyed by Alvin J. Baltsch and Elizabeth R. Baltsch, his wife, to John J. CREESEY and Dennis W. CREESEY, a Partnership, t/a/d/b/a John's Cycle Barn, by deed dated Nov 20 1982, about to be recorded.

PARCEL NO. 2:
ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

which has the address of 542 MILL Street, Catawissa, PA 17820.

17820, Catawissa, PA 17820 (Parcel 3) ("Property Address"); (Parcel 1 & 2); R.D.#1, (City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record. THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

CONTINUATION OF MORTGAGE MADE BY JOHN J. CREAMY AND DENNIS W. CREAMY, A PARTNERSHIP, c/a/d/b/a JOHN'S CYCLE BARN, AND JUDITH A. CREAMY TO COMMUNITY NATIONAL BANK, DATED NOVEMBER 21, 1986

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.
BEING the same premises conveyed by Alvin J. Balaschi and Elizabeth R. Balaschi, his wife, to John J. Creamy and Dennis W. Creamy, a partnership, c/a/d/b/a John's Cycle Barn, by deed dated May 20/1982, about to be recorded.

PARCEL NO. 3.

ALL THAT CERTAIN parcel or tract of land situate in Catwissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grantors, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catwissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

BEING the same premises conveyed by Frank E. Garrison and Linda L. Garrison, his wife, to Dennis W. Creamy and Judith A. Creamy, his wife, by deed dated July 18, 1967, recorded July 25, 1967 in Columbia County Deed Book 236 at page 644.

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.

This Rider is made this 21st day of November, 1986, 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 Community National Bank, located at 542 Mt. St., PA., 17820, and R.D. #1, Catwalsa, PA., 17820 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 542 Mt. St., PA., 17820, and R.D. #1, Catwalsa, PA., 17820.

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 9.50%. The Note Interest rate may be increased or decreased on the 1st day of the month beginning on 1/1/87, 19.8.7, 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 "Contract Interest Rate" published by the Federal Home Loan Bank Board.
Check one box to indicate index:
(1) ☒ "Contract Interest Rate" published by the Federal Home Loan Bank Board.
(2) ☐ "Index" published by the Federal Home Loan Bank Board.
Check one box to indicate index:
(1) ☒ "Contract Interest Rate" published by the Federal Home Loan Bank Board.
(2) ☐ "Index" published by the Federal Home Loan Bank Board.

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 exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note Interest rate, or (2) an increase in (or removal of) the limit on the amount of any one-in-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.

JOHN'S CYCLE BARN
John J. Creasy, Partner (Seal)
Dennis W. Creasy, Partner (Seal)
Judith A. Creasy (Seal)

ADJUSTABLE RATE LOAN RIDER-001
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.
BANKERS SYSTEMS INC., ST. CLOUD, MN. AMLA

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attach priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges. Lender. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on the day directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien by, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or begin the repair of the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage immediately prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property. Leasehold. Borrower shall not destroy, damage or substantially change the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, repaying in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

[illegible]

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 52- FEE 50
Nov 26 11 50 AM '86

443
My Commission expires: _____
SCOTT W. NAUS, NOTARY PUBLIC
My Commission Expires: March 5, 1988
Bloomington, Pa.
Columbia County

On this, the 21st day of November, 1986, before me, a Notary Public, the undersigned officer, personally appeared John J. Creasy, and Dennis W. Creasy, Partners, and Judith A. Creasy, whose name is known to me (or satisfactorily proven) to be the person(s) who executed the same for the purposes herein contained, acknowledged that they executed the same for the purposes herein contained.

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

COMMONWEALTH OF PENNSYLVANIA, County of Columbia

John J. Creasy (Seal)
Dennis W. Creasy (Seal)
Judith A. Creasy (Seal)

WITNESSES:
JOHN'S CYCLE BARN

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Readjustment Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.
24. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.
25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es).)
- ☐ Adjustable Rate Rider
☐ Condominium Rider
☐ Graduated Payment Rider
☐ Other(s) [Specify] _____
☐ 2-4 Family Rider
☐ Planned Unit Development Rider

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.
20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument.

This Mortgage

Subscribed the 21st day of November in the year of our Lord one thousand nine hundred and eighty-six (1986);

Witnessed JOHN J. CREASY and DENNIS W. CREASY, a partnership, t/a/d/b/a JOHN'S CYCLE BARN, of R. D. #1, Box 290, Catawissa, Columbia County, Pennsylvania, MORTGAGORS,

AND
ALVIN J. BALSCHI and ELIZABETH R. BALSCHI, his wife, of the Township of Franklin, County of Columbia and State of Pennsylvania, MORTGAGEES

Witnessed, Whereas, the Mortgagor's their Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagee's their certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of TEN THOUSAND (\$10,000.00) Dollars, conditioned for the payment of a debt of FIVE THOUSAND (\$5,000.00) Dollars.

Payable as follows: Payment of the full principal and accrued interest shall be paid not later than second anniversary of the date of this instrument. Interest, calculated at the rate of six (6%) per cent per annum on the outstanding balance, to be due and payable at each anniversary of the date of this instrument. There is no prepayment penalty on this obligation. However, no principal payment shall be obligated prior to full payment due at the second anniversary of this instrument, as above stated.

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

And Alen, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to eatovers and that if the said Mortgagor shall neglect or refuse to keep said premises in repair, the Mortgagee may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagor to the Mortgagee hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon. And Alen, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, insured against loss by fire and other casualties covered by the standard form of extended coverage insurance on said buildings not less than the total due hereon from time to time and to take no insurance on said buildings not less than the total due hereon from time to time and to pay all premiums on said insurance within 30 days after written notice of their being due shall have been given to the said Mortgagor.

And THE FURTHER CONDITION OF THE SAID OBLIGATION IS SUCH, that upon default for 30 days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for 30 days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January 1983

next succeeding its assignment, or if a breach of any of the conditions of the said obligation be made by the said Mortgagee or Personal Representative, then the said principal sum shall become due and payment of the same, with all interest, taxes, and premiums of insurance due thereon, as therein provided, together with an Attorney's commission of 5 percent on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the Mortgagee S. to better secure payment of the said debt and the performance of the covenants in the said Bond, do Grant and convey to the Mortgagee S. their Heirs, Successors and Assigns,

PARCEL NO. 1.

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot of formerly William Yeager, now or formerly of A. J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipstzer; thence along said Lipstzer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING.

UPON which is erected a large two story tile block building.

BEING the same premises conveyed by Alvin J. Balschi and Elizabeth R. Balschi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a John's Cycle Barn, by deed dated Nov. 20 1986, about to be recorded.

PARCEL NO. 2.

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

BEING the same premises conveyed by Alvin J. Balschi and Elizabeth R. Balschi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a John's Cycle Barn, by deed dated Nov. 20 1986, about to be recorded.

SEAL

SEAL

SEAL

SEAL

SEAL

Dennis W. Creasy, Partner

John J. Creasy, Partner

JOHN S. DYCKE HARN

Signed, Sealed and Delivered
in the presence of

of the said Mortgages the day and year first
and seal S

Witnesses the hands
above written.
this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.
and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then
inured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default
the said principal sum with interest as agreed, and shall without default keep the buildings on the premises
Mortgages or their certain Attorneys, Logicians, Successors, Personal Representatives, or Assigns,
their Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the
And the said Mortgages and Mortgages S do hereby covenant and agree that if the said Mortgages,
hereupon.

exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had
Mortgages S hereby further waiving the rights of inquiry and appeal, all rights under any present or future
tion, and any judgment thus recovered shall be enforceable without default or stay of execution, the Mort-
costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable considera-
hereof, together with an attorney's commission of 5% per centum upon the said principal sum, and all
recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms
an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate
tatives, Logicians, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in
vices, or Personal Representatives, then the said Mortgages, their certain Attorneys, Personal Represen-
or if a breach of any of the conditions of the said mortgage be made by the said Mortgages, their Heirs, De-
tax assessed against the said premises for one year after the first day of January next succeeding the assessment,
written notice of its being due shall have been given to the Mortgages or upon default in the payment of any
of any part of said principal sum or interest as agreed, or of any premium of insurance for 30 days after
And the said Mortgages S, do hereby covenant and agree that upon default for 30 days in payment

all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited
And the said Mortgages S do hereby covenant and agree to pay the said mortgage debt, with interest and
concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or
of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become
Mortgages, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum
next succeeding its assessment, the said Mortgages S, their certain Attorneys, Personal Representatives,
given to the Mortgages S, or to pay all taxes upon the premises within one year after the first day of January
foreclosed, or to pay any premium of insurance for 30 days after written notice of its being due shall be
their Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as
And the said Mortgages S and Mortgages S do hereby covenant and agree that if the said Mortgages S,

County of Columbia

Recorded on this 26th day of November A. D. 1986, in the Recorder's Office of the said County in Book 379 Page 153

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

County of Columbia 11:51am

Documentary of Pennsylvania

Number

TAX \$50 FEE \$10

May 26 11 51 AM '86

Mortgage

Common Sense

JOHN J. CREAMY and DENNIS W. CREAMY, Partners, t/a/d/b/a JOHN'S CYCLE BARN,

MORTGAGORS

To

ALVIN J. BALSCHI and ELIZABETH R. BALSCHI, his wife, MORTGAGEES

Dated Upon To secure Payable

Entered for record in the Recorder's Office of the County day of A. D. 19 Tax \$ Fee \$

Recorder.

SCOTT W. NAUS, Attorney at Law, 1501 ALBANY STREET, BLOOMSBURG, PA 17815

Form No. 66-Legal Blank (primary, Lancaster, Pa.)

REC'D BY RECORDER COLUMBIA CO. PA.

11/24

Attorney for

I hereby certify, that the precise residence of the Mortgagor and person entitled to interest on this Mortgage

Title of Officer

In witness whereof, I hereto set my hand and official seal.

appeared to be the person whose name he executed the same for the purposes therein contained. subscribed to the within instrument, and acknowledged that

the undersigned Officer, personally known to me (or satisfactorily

A. D. 19 before me

County of

State of

Notary Public

My Commission Expires March 5, 1988

SCOTT W. NAUS, Notary Public

County of Columbia

State of Pennsylvania

Notary Public

My Commission Expires March 5, 1988

SCOTT W. NAUS, Notary Public

County of Columbia

State of Pennsylvania

Notary Public

My Commission Expires March 5, 1988

SCOTT W. NAUS, Notary Public

MORTGAGE

THIS MORTGAGE made this 9th day of January 1985, between DENNIS M. CREASY AND JUDY A. CREASY and JOHN J. CREASY

of R.D.# 1 Box 291, Catawissa, Pennsylvania 17820 (address)
PENNsylvania, Mortgages, and COMMUNITY
NATIONAL BANK, 10 South Market Street, Shamokin, Pennsylvania, Mortgages,
WITNESSETH that Mortgage has executed and delivered to the Mortgagee a note or other obligation on this

date in the sum of \$5,957.50 with interest thereon at the rate specified therein and requiring the perfor-
mance of all the terms, covenants and conditions therein contained, all of which are made a part hereof and in-
corporated herein by reference; and as evidence of said indebtedness of Mortgagee to Mortgagee, and as security
for payment of said note or other obligation with interest and intending to be legally bound hereby, Mortgagee
does hereby grant and convey unto Mortgagee, all that certain piece of land with the improvements thereon
erected situate in the city or town of Catawissa, County of Columbia
and State of Pennsylvania, more particularly known and identified as R.D.# 1, and also 542 Mill Street,
both of Columbia County, Catawissa, Pennsylvania 17820.

"SEE EXHIBIT 'A' ATTACHED"

as described in deed in name(s) of Dennis M. Creasy and Judy A. Creasy and John J. Creasy
dated 7-18-67 and recorded in book # 236 Page # 644, 141, 144 and 145
with all buildings, improvements, rights of way, rights and privileges, hereditaments and appurtenances and
the reversions, remainders, rents, issues and profits thereof.

Mortgagee covenants and warrants that Mortgagee has full fee simple title to premises above described, (except
as otherwise specifically disclosed in writing to Mortgagee), that Mortgagee will pay the full debt as required
by said note or other obligation; that the buildings on the premises shall be kept insured against loss by fire and
other casualty for benefit of Mortgagee in amounts satisfactory to Mortgagee, with standard Mortgagee clause;
and Mortgagee will pay any tax, assessment, municipal or other governmental charge, including water and
sewer rents charged to said premises, and will deliver to Mortgagee receipts therefor immediately upon demand.
If Mortgagee fails to pay any installment of principal and/or interest required by said note or other obligations
when the same shall fall due, the unpaid balance of said debt shall become due and payable at the option of
Mortgagee, as provided in the note or other obligation, to the extent permitted by law.

If Mortgagee retains an attorney to institute action on said note or other obligation or an action of foreclosure
on this mortgage, Mortgagee shall pay, in addition to the principal, interest, and costs, a reasonable attorney's
fee; and if a judgment is entered in favor of Mortgagee against Mortgagee in said suit and Mortgagee thereafter
issues a Writ of Execution or other appropriate writ, Mortgagee waives all rights and benefits under any and all
laws or rules of the court now or hereafter in effect, granting or permitting any exemption or stay of execution
against the mortgaged premises or any other property whatsoever, and such judgment shall bear interest at the
maximum legal rate until the full amount of the debt is actually paid to Mortgagee.

The word "Mortgagee" shall be construed to include successors and assigns of Mortgagee, and the word "Mortga-
gor" shall be construed to include the respective heirs, successors, administrators, successors and assigns of Mort-
gagor. If there is more than one party named herein as a Mortgagee, the word "Mortgagee" whenever occur-
ring, shall be deemed and taken to be the plural; and all covenants, waivers, warrants, promises, and releases by
and the obligations or liabilities imposed upon, Mortgagee under this mortgage and the aforesaid note or other
obligation shall bind them jointly and severally, its, his, her, and their, and each of their respective heirs, execu-
tors, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagee has hereunto set hand and seal
the day and year first above written.

WITNESS OR ATTEST:

Dennis M. Creasy
Judy A. Creasy
John J. Creasy
(SEAL) (SEAL) (SEAL)

PARCEL NO. 1:
ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a corner of lot of formerly Wilson Yeager, Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipzert; thence along the south side of Mill Street a distance of 150 feet to Hill Street; thence a distance of 80 feet to the place of BEGINNING.
UPON which is erected a large two story tile block building.
BEING the same premises conveyed by Alvin J. Balschi and Elizabeth R. Balschi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a John's Cycle Barn, by deed dated Nov 26 1982, about to be recorded.

PARCEL NO. 2:
ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:
On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.
BEING the same premises conveyed by Alvin J. Balschi and Elizabeth R. Balschi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a John's Cycle Barn, by deed dated Nov 26 1982, about to be recorded.

PARCEL NO. 3:
ALL THAT CERTAIN parcel or tract of land situate in Catwissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, middle of state highway route No. 242 leading from Catwissa to Bloomsburg; thence through said highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning.
CONTAINING 1.11 acres.
BEING the same premises conveyed by Frank E. Garrison and Linda T. Garrison, his wife, to Dennis W. Creasy and Judith A. Creasy, his wife, by deed dated July 18, 1967, recorded July 25, 1967 in Columbia County Deed Book 236 at page 644.

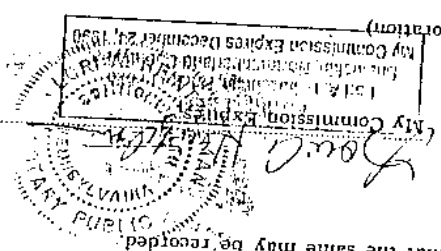
STATE OF PENNSYLVANIA

COUNTY OF

: SS: (individuals/partners)

On January 9, 1989, before me, personally appeared the above named persons _____, and in due form of law acknowledged the aforesaid mortgage to be their free and voluntary act and deed to the intent that the same may be recorded.

Witness my hand and official seal.



On this the _____ day of _____, 19____, before me, a Notary Public, personally appeared _____ who acknowledged himself to be the _____ of _____, as such _____ executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____

Witness my hand and official seal.

I hereby certify that the precise office address of the Mortgage is _____
10 South Market Street
Shamokin, Pa. 17872
On Behalf of Mortgagee

839
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 50 FEE 14.00
JAN 17 12 25 PM '89
ABK

MORTGAGE
TO
THE COMMUNITY NATIONAL BANK

Dated: _____
Amount: _____
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Columbia 12:25pm :
SS: _____

Recorded on this _____ day of _____, 19____, in the office of the Recorder of Deeds in and for said County, in _____ Book _____ 422 Volume _____ Page 826
Given under my hand and seal of office, the date above written.

RECORDED
COUNTY OF Columbia
JAN 17 12 25 PM '89
839

MORTGAGE

THIS MORTGAGE is made this 30th day of December, 1988,

between John J. Creasy, Dennis W. Creasy and Judy A. Creasy, t/a/d/b/a John's Cycle Barn (herein called "Mortgagor"), and GUARANTY BANK, N.A., a National Banking Association organized and existing under the laws of the United States of America, whose address is 10 South Market Street, Shamokin, Pennsylvania (herein called "Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of TEN THOUSAND (\$10,000.00) DOLLARS, which indebtedness is evidenced by Mortgagor's Note dated December 30, 1988,

(herein called "note"), providing for monthly installments of principal plus interest, with the balance of indebtedness, due and payable on UPON DEMAND.

TO SECURE to Mortgagee (a) the repayment of the indebtedness

evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained, and (b) the repayment of any additional advances, with interest thereon, made by Mortgagee to Mortgagor, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, ALL THAT CERTAIN piece or parcel of land situate in the City of Catwissa, Columbia County, Pennsylvania, the real

estate being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements now or hereafter attached to or used in connection with the real estate above described.

TO HAVE AND TO HOLD THE SAME unto and for the use of the Mortgagee, its successors and assigns forever.

IT IS HEREBY AGREED that in the event that the premises mortgaged hereby, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damage to the said premises shall be paid to the Mortgagee up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable thereon.

The Mortgagor hereby expressly assigns and transfers unto the Mortgagee all sums of money hereafter payable under any policy or policies of insurance covering the premises mortgaged hereby and does hereby nominate, constitute and appoint the Mortgagee as the true and lawful attorney for the collection of the same.

ADDITIONAL ADVANCES. The Mortgage and the lien thereof shall be security not only for the original indebtedness evidenced by the accompanying Note, but also for any other sums that may be loaned or advanced by the Mortgagee to the Mortgagor at any time or times hereafter.

PAYMENT OF TAXES, INSURANCE PREMIUMS AND OTHER CHARGES.
From time to time, until the debt and interest are fully paid,
Mortgagor shall pay and discharge, when and as the same become
due and payable, all taxes, assessments, sewer and water rents,
and all other charges and claims assessed or levied by any lawful
authority upon any part of the mortgaged premises; pay all ground
rents reserved for the mortgaged premises and pay and discharge
all mechanics' liens which may be filed against said premises and
which shall or might have priority in lien or payment to the debt
secured hereby; pay and discharge any tax which may be levied by
any duly constituted authority upon Mortgagor on account of or
measured by the amount of debt due hereunder or under the accom-
panying Note; provide, renew and keep alive such policies of
hazard and liability as Mortgagor may from time to time
reasonably require upon the buildings and improvements now or
hereafter erected upon the mortgaged premises, with loss payable
clause in favor of the Mortgagor as its interest may appear.

MAINTENANCE OF MORTGAGED PREMISES.

Mortgagor shall maintain
all buildings and improvements subject to this Mortgage in good
and substantial repair as reasonably determined by Mortgagor,
reasonable wear and tear excepted. Mortgagor shall have the
right to enter upon the mortgaged premises at any reasonable hour
for the purpose of inspecting the order, condition and repair of
the building or buildings erected thereon.

NON PAYMENT OF TAXES, INSURANCE, OTHER CHARGES AND COSTS OF REPAIRS. In the event Mortgagor neglects or refuses to pay the taxes, insurance premiums or other charges mentioned, or fails to maintain the buildings and improvements as aforesaid, then the Mortgagee may, at its option but without any obligation to do so, advance the sums required and add any amounts so advanced to the principal debt secured hereby, and collect the same as a part of the principal debt.

TRANSFER OR ENCUMBRANCE OF MORTGAGED PREMISES. Mortgagor agrees not to transfer any interest in the mortgaged premises unless the Mortgagee consents in writing to such transfer. Mortgagor also covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

REMOVAL OR ALTERATION OF IMPROVEMENTS. Mortgagor agrees not to remove, demolish, or make any substantial alterations to any improvements now or hereafter located on the mortgaged premises unless: (a) Mortgagor replaces or alters said improvements with materials as good or better than located upon said premises; and (b) Mortgagee consents in writing thereto.

ASSIGNMENT OF RENTS. Mortgagor assigns and transfers unto Mortgagee any and all rents from the mortgaged premises, and authorizes the Mortgagee, at any time there is a default under the Mortgage or accompanying Note, to take possession of, rent, repair and operate said premises and, after deducting all costs

of collection, operation, repairs and administration, to apply the balance of the rents received on account of the obligation of the Mortgagor. Mortgagor shall have full power to lease or renew leases upon such terms and conditions as the Mortgagee may deem proper or desirable.

ACCELERATION OF MATURITY AND FORECLOSURE PROCEEDINGS UPON

DEFAULT. In case default be made by Mortgagor in any payment due under the Note and if such default is not made good prior to the due date of the next such payment, the entire unpaid balance of the indebtedness, including advances and all other sums paid by the Mortgagee in accordance with the terms of this Mortgage or the Note, together with unpaid interest thereon, shall at the option of the Mortgagee, and without notice, become immediately due and payable, and foreclosure proceedings may be brought forthwith on the Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission of ten per cent of the total indebtedness or Eight Hundred (\$800.00) Dollars, whichever is the larger amount. In case default is made by Mortgagor by a breach of any of the other obligations, covenants, conditions and agreements set forth in this Mortgage, the accompanying Note, or the Commitment dated November 17, 1938, the Mortgagee shall mail written notice to Mortgagor of said breach and if Mortgagor fails to correct said breach within thirty (30) days of the date of mailing, Mortgagee shall have the right to declare all sums due under this Mortgage and the accompanying Note to be due and pay-

able and exercise any of Mortgagee's above stated remedies.
Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of Inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

SUCCESSOR INTERESTS. The obligation, covenants and agreements contained in this Mortgage and the accompanying Note shall be binding upon, and the benefit thereof shall inure to, the respective parties hereto and their respective successors and assigns.

PARAGRAPH HEADINGS. Paragraph headings in this instrument are for convenient reference only, and it is agreed that they shall not be deemed controlling in the interpretation hereof.

PROVIDED, HOWEVER, that if the Mortgagor shall pay all of the aforesaid indebtedness, interest and other amounts which may be owing hereunder or under the accompanying Note, and shall fully perform all the covenants, conditions and agreements set forth or incorporated herein and in said Note, then this Mortgage shall be void and released at the expense of the Mortgagor, and the real estate hereby granted and conveyed shall be void.

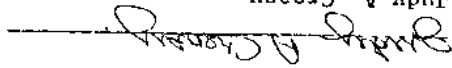
contained.
Ileged that they executed the same for the purposes herein
son whose name is subscribed to the within instrument and acknow-
Cycle Barn, known to me (or satisfactorily proven) to be the per-
J. Creasy, Dennis W. Creasy and Judy A. Creasy, t/a/d/b/a John's
Notary Public, the undersigned officer, personally appeared John
On this, the 30th day of December, 1988, before me, a
COUNTY OF NORTHUMBERLAND:

: SS

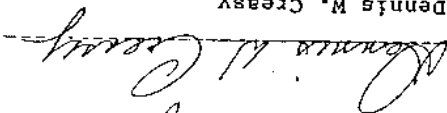
: COMMONWEALTH OF PENNSYLVANIA

t/a/d/b/a JOHN'S CYCLE BARN

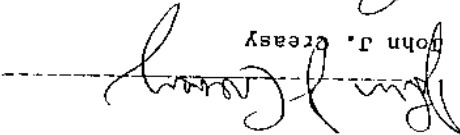
Judy A. Creasy



Dennis W. Creasy



John J. Creasy



Witness:

WITNESS the due execution hereof the day and year first
above written.

425
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$5.00 FEE \$6.50

JAN 30 2 29 PM '88

nao

BOOK 423 PAGE 429

8

Recorder

RECORDED in the Office for Recording of Deeds in and for
Columbia County in Record Book _____ at Page _____
WITNESS my hand and seal of office this _____ day of _____, 1988.

Attorney for Mortgagee

X South Atlantic

My Commission Expires:
The undersigned does hereby certify that the precise place
of business of the within named Mortgagee is: 10 South Market
Street, Shamokin, Pennsylvania 17872.



Notary Public

James M. Parsons

James M. Parsons
Shamokin, Pennsylvania 17872
My Commission Expires June 15, 1992

seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official

"EXHIBIT A"

PARCEL NO. 1;

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia, State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of A.J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipizer; thence along said Lipizer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of beginning.

UPON which is erected a large two story tile block building.

BEING the same premises conveyed by Alvin J. Baischi and Elizabeth R. Baischi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a/ John's Cycle Barn, by deed dated November 20, 1986, recorded in Columbia County Record Book 379 at page 141.

PARCEL NO. 2

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R.J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

BEING the same premises conveyed by Alvin J. Baischi and Elizabeth R. Baischi, his wife, to John J. Creasy and Dennis W. Creasy, a partnership, t/a/d/b/a/ John's Cycle Barn, by deed dated November 20, 1986, recorded in Columbia County Record Book 379 at page 144.

PARCEL NO. 31

ALL THAT CERTAIN parcel or tract of land situate in
Catawissa Township, Columbia County, Pennsylvania, bounded
and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst
and running thence by line of said Brobst, North 86 degrees
30 minutes West, 260 feet to an iron pin; thence by line of
the Grants, South 3 degrees 15 minutes East, 200 feet to
an iron pin; thence by same, South 86 degrees 30 minutes
East 260 feet to an iron pin in the middle of state highway
Route No. 242 leading from Catawissa to Bloomsburg; thence
through said highway and by land of Joseph Brobst, North 3
degrees 15 minutes West, 200 feet to the stone, the place of
beginning. Containing 1.11 acres.

BEING the same premises conveyed by Frank E. Garrison
and Linda L. Garrison, his wife, to Dennis Greasy and Judith
A. Greasy, his wife, by deed dated JULY 18, 1967, recorded
JULY 25, 1967 in Columbia County Deed Book 236 at page 644.

2:29 pm
Rec in Columbia Co
Jan. 30, 1989
Rec. Bk 423 pg. 422

Barbara J. Michael
Per

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA. 17815

PHONE
717-784-1881

Date: November 9, 1989

To: COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF REVENUE

STRAWBERRY SQUARE

HARRISBURG, PA 17127

RE: GUARANTY BANK, N.A. vs JOHN J. GREASY & DENNIS W. GREASY

t/d/b/a JOHN'S CYCLE BARN & JUDITH A. GREASY

No. 65 of 1989 ED No. 888 of 1989 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.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA. 17815

PHONE 717-784-1891

Date: November 9, 1989

To: Alvin J. Balschi

RD #3

CATAWISSA, PA 17820

RE: GUARANTY BANK, N.A. VS JOHN J. CREASY & DENNIS W. CREASY

t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY

No. 65 of 1989 ED No. 988 of 1989 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.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA. 17815

PHONE 717-784-1581

Date: November 9, 1989

To: FIRST NATIONAL BANK OF DANVILLE

MILL & BLOOM STREETS

DANVILLE, PA. 17821

RE: GUARANTY BANK, N.A.
JOHN J. GREASY & DENNIS W. GREASY
t/d/ba/ JOHN'S CYCLE BARN & JUDITH A. GREASY
No. 65 of 1989 ED No. 988 of 1989 JD

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any claims against this property, notify this office IMMEDIATELY.

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Sincerely,

John R. Adler

John R. Adler

Sheriff

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA. 17815

717-784-1891

PHONE

Date: November 9, 1989

To: JUDITH A. GREASY

RD #1

CATAWISSA, PA

RE: GUARANTY BANK, N.A. VS JOHN J. GREASY & DENNIS W. GREASY

t/d/ba/ JOHN'S CYCLE BARN & JUDITH A. GREASY

No. 65 of 1989 ED

No. 988

of

1989

JD

GREASY

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Sincerely,

John R. Adler

John R. Adler

Sheriff

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 350

BLOOMSBURG, PA. 17815

PHONE 717-784-1851

Date:

November 9, 1989

To: DENNIS W. CREASY

RD #1

Catawissa, PA

RE: GUARANTY BANK, N.A. vs JOHN J. CREASY & DENNIS W. CREASY

t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY

No. 65 of 1989 ED

No. 988

of 1989

JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER

OFFICE OF



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA. 17816

PHONE

717-784-1891

Date: NOVEMBER 9, 1989

To: JOHN J. CREASY

RD #1

Catawissa, PA

RE: GUARANTY BANK, N.A.

VS JOHN J. CREASY & DENNIS W. CREASY

t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY

No. 65 of 1989 ED No. 988 of 1989 JD

Dear Sir:

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Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: November 9, 1989

To: CATAWISSA MUNICIPAL WATER AUTHORITY

RD #2

Catawissa, PA

RE: GUARANTY BANK, N.A. vs JOHN J. GREASY & DENNIS W. GREASY

c/d/b/a JOHN'S CYCLE BARN & JUDITH A. GREASY

No. 65 of 1989 ED

No. 988

of 1989

JD

GREASY

Dear Sir:

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Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: November 9, 1989

To: MOE HOLLINGSHEAD, TAX COLLECTOR

214 North Street

Catawissa, PA

RE: GUARANTY BANK, N.A.,
vs JOHN J. GREASY & DENNIS W. GREASY

t/d/b/a JOHN'S CYCLE BARN & JUDITH A. GREASY

No. 65 of 1989 ED No. 988 of 1989 JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER

OFFICE OF



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

PHONE

717-784-1891

Date: November 9, 1989

To: Thomas C. Zerbe, Jr.

Deputy Attorney General

Collections Unit

Fourth & Walnut Streets

Harrisburg, PA 17120

RE: GUARANTY BANK, N.A. vs JOHN J. GREASY & DENNIS W. GREASY
t/d/b/a JOHN'S CYCLE BARN & JUDITH A. GREASY
No. 65 of 1989 ED No. 988 of 1989 JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER
OFFICE OF



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

PHONE 717-784-1891

Date: November 9, 1989

To: Commonwealth of Pennsylvania

Department of Revenue

Bureau of Accounts Settlement

P.O. Box 2055

Harrisburg, PA 17105

RE: GUARANTY BANK, N.A. vs JOHN J. CREASY & DENNIS W. CREASY
t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY
No. 65 of 1989 ED No. 988 of 1989 JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF

JOHN R. ADLER



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

PHONE

717-784-1891

Date: November 9, 1989

To: Office of F.A.I.R.

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: GUARANTY BANK, N.A. vs JOHN J. GREASY & DENNI W. GREASY
t/d/b/a JOHN'S CYCLE BARN & JUDITH A. GREASY
No. 65 of 1989 ED No. 988 of 1989 JD

Dear Sir:

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any claims against this property, notify this office IMMEDIATELY.
Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler
John R. Adler
Sheriff

JOHN R. ADLER

OFFICE OF



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

PHONE
717-764-1891

Date: November 9, 1989

To: Small Business Administration

20 N. Penna. Avenue

Room 2327

Wilkes-Barre, PA 18701

RE: GUARANTY BANK, N.A. vs JOHN J. CREASY & DENNIS W. CREASY
t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY
No. 65 of 1989 ED No. 988 of 1989 JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: November 9, 1989

To: Internal Revenue Service
P.O. Box 12050
Philadelphia, PA 19106

ATTN: SPECIAL PROCEDURES FUNCTION

RE: GUARANTY BANK, N.A. vs JOHN J. CREASY & DENNIS W. CREASY
t/d/b/a JOHN'S CYCLE BARN & JUDITH A. CREASY
No. 988 of 1989 JD

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Sincerely,

John R. Adler
John R. Adler
Sheriff

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

GUARANTY BANK, N.A. (formerly
COMMUNITY NATIONAL BANK),
Plaintiff
NO. CV-988-89
NO. EX-65-89

v.

JOHN J. CREASY and DENNIS W.
CREASY, co-partners, t/a
JOHN'S CYCLE BARN, and
JUDITH A. CREASY,
Defendants

NOTICE OF SALE OF REAL ESTATE
PURSUANT TO Pa.R.C.P. 3129(b) (2)

TO:

JOHN J. CREASY

R.D. #1

Catawissa, PA 17820

DENNIS W. CREASY

R.D. #1

Catawissa, PA 17820

JUDITH A. CREASY

R.D. #1

Catawissa, PA 17820

FIRST NATIONAL BANK OF

DANVILLE

Mill and Bloom Streets

Danville, PA 17821

TAKE NOTICE that by virtue of a Writ of Execution
issued out of the Court of Common Pleas of Columbia County,
Pennsylvania, and directed to the Columbia County Sheriff, said
Sheriff will expose to a public sale at the Sheriff's Office,
Columbia County Court House, Bloomsburg, Pennsylvania, on
'1989, at o'clock, .M., local time, the
real estate described in Exhibit "A" attached hereto and made a
part hereof.

The Writ of Execution has issued on a judgment in the
above action in the amount of \$97,002.79, plus interest and costs
of suit.

ALVIN J. BALSCHI
R.D. #3
Catawissa, PA 17820
COMMONWEALTH OF PENNSYLVANIA
Department of Revenue
Strawberry Square
Harrisburg, PA 17127
COLUMBIA COUNTY TAX CLAIM
BUREAU
Court House
Bloomsburg, PA 17815

Claims against property must be filed with the Sheriff before the above sale date.

Claims to proceed must be made with the Sheriff before distribution.

A Schedule of Distribution will be filed by the Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Sheriff no later than ten (10) days from the date the schedule of Distribution is filed by the Sheriff.

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

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

Susquehanna Legal Services
36 West Main Street
Bloomensburg, Pennsylvania 17815
(717) 784-8760

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

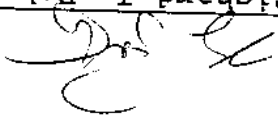
If the judgment was entered because you did not file with the court any defense or objection you might have within twenty (20) days after service of the Complaint and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the court alleging a valid defense 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 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 to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. 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. The Sheriff will deliver his deed if no petition to set aside the sale is filed within ten (10) days from the date when the schedule of Distribution is filed by the Sheriff.



Richard J. Roberts, Jr., Esquire
LEAVENS & ROBERTS
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872
Attorneys for Plaintiff

PARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of A. J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipstzer; thence along said Lipstzer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING. UPON which is erected a large two story tile block building.

PARCEL NO. 2:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catwissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Rizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

PARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catwissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catwissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

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

GUARANTY BANK, N.A. (formerly
COMMUNITY NATIONAL BANK),
Plaintiff
v.
NO. CV-988-89
NO. EX-65-89

JOHN J. CREASY and DENNIS W.
CREASY, co-Partners, t/a
JOHN'S CYCLE BARN, and
JUDITH A. CREASY,
Defendants
:

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty Bank, N.A. (formerly Community National Bank),
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 (1) 542 Mill
Street, Catawissa, Columbia County, Pennsylvania, and (2) R.D.
#1, Catawissa (Catawissa Township), Columbia County,
Pennsylvania, which real property is described on Exhibit "A"
attached hereto and made a part hereof:
1. Name and address of Owners or Reputed Owners:

Name:

Address:

(1) John J. Creasy and
Dennis W. Creasy, co-Partners
t/a John's Cycle Barn
R.D. #1
Catawissa, PA 17820

(2) Dennis W. Creasy and
Judith A. Creasy
R.D. #1
Catawissa, PA 17820

2. Name and address of Defendants in the judgment:

Name:

Address:

John J. Creasy and
Dennis W. Creasy, co-Partners,
t/a John's Cycle Barn, and
Judith A. Creasy
R.D. #1
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: First National Bank of Danville
Mill and Bloom Streets
Danville, PA 17821
Address:

Commonwealth of Pennsylvania
Department of Revenue
Strawberry Square
Harrisburg, PA 17827
4. Name and address of the last recorded holder of

every mortgage of record:

Name: Guaranty Bank, N.A.
10 South Market Street
Shamokin, PA 17872
Address:

Alvin J. Balschi
R.D. #3
Catawissa, PA 17820
5. Name and address of every other person who has any

record interest in or record lien on the property and whose interest may be affected by the sale:

Name: Columbia County Tax Claim Bureau
Court House
Bloomsburg, PA 17815
Address:

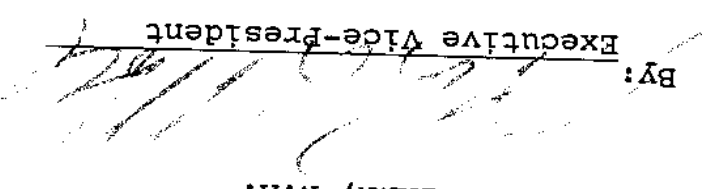
6. Name and address of every other person of whom the Plaintiff has knowledge who has an interest in the property which may be affected by the sale:

None

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or

information and belief. I understand that false statements
herein are made subject to the penalties of 18 Pa.C.S. Section
4904 relating to unsworn falsification to authorities.

GUARANTY BANK, N.A.

By: 

Executive Vice-President

Date: October 27, 1989

PARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of A. J. Roberts, and extending thence along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipizer; thence along said Lipizer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING. UPON which is erected a large two story tile block building.

PARCEL NO. 2:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

PARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

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

GUARANTY BANK, N.A. (formerly
COMMUNITY NATIONAL BANK),
Plaintiff

NO. CV-988-89

v.

JOHN J. CREASY and DENNIS W.
CREASY, co-Partners, t/a
JOHN'S CYCLE BARN, and
JUDITH A. CREASY,

Defendants

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF NORTHUMBERLAND :

:

SS:

TERRY L. MOLL, being duly sworn according to law,

deposes and says that he is the Executive Vice-President of

Guaranty Bank, N.A., Plaintiff in the foregoing matter and, as

such, is authorized to make this affidavit on its behalf; that to

the best of his knowledge the Defendants above named are not in

the military or naval service of the United States of America or

any state or territory thereof; and that the Defendants, John J.

Creasy and Dennis W. Creasy, co-Partners, t/a John's Cycle Barn,

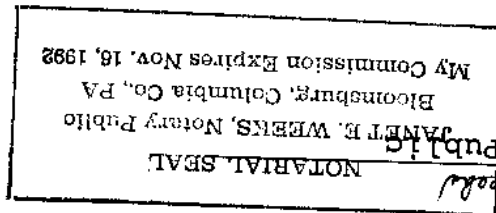
and Judith A. Creasy, reside at R.D. #1, Catawissa,

Pennsylvania.

Terry L. Moll

Executive Vice-President

Sworn to and subscribed
before me this 27th day
of October, 1989.



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

GUARANTY BANK, N.A. (formerly
COMMUNITY NATIONAL BANK),
Plaintiff

NO. CV-988-89

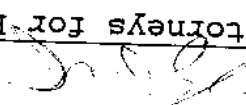
v.

JOHN J. CREASY and DENNIS W.
CREASY, Co-Partners, t/a
JOHN'S CYCLE BARN, and
JUDITH A. CREASY,
Defendants

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all real property of
the Defendants located at (1) 542 Mill Street, Catawissa,
Columbia County, Pennsylvania, and (2) R.D. #1, Catawissa
(Catawissa Township), Columbia County, Pennsylvania. You are
hereby released from all responsibility in not placing watch men
or insurance on the real property levied upon by virtue of the
writ.

LEAVENS & ROBERTS

By: 
Attorneys for Plaintiff

REMITTER

Guaranty
Bank

7683

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 750.00

October 27

19 89

60-263/313

CASHIER'S CHECK
KIR

768300000000

DOLLARS

⑈007683⑈ ⑈031302638⑈ 75 750 0⑈

David Douglas
C.A. Co.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 65 OF 1989 E.D., ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO BE 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
APRIL 19, 1990
1100

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE, OR PARCEL OF LAND:

PARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of A.J. Roberts, and extending along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipizer; thence along said Lipizer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING.

UPON which is erected a large two story tile block building.

PARCEL NO. 2:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

PARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the grantors, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 8.6 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

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 hereafter.

Seized and taken execution at the suit of GUARANTY BANK, N.A. (formerly COMMUNITY NATIONAL BANK) vs. JOHN J. GREASY and DENNIS W. GREASY, Co-Partners, t/a JOHN'S CYCLE BARN, and JUDITH A GREASY, and will be sold by

L. EAVENS & ROBERTS

John R. Adler

Sheriff of Columbia County

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 65 OF 1989 E.D., ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO BE DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY JANUARY 18, 1990

AT 11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE, OR PARCEL OF LAND:

PARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit: A.J. Roberts, and extending along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Lipizer; thence along said Lipizer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING. UPON which is erected a large two story tile block building.

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PARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 86 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

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 hereafter.

Seized and taken execution at the suit of GUARANTY BANK, N.A. (formerly COMMUNITY NATIONAL BANK) vs. JOHN J. CREAMY and DENNIS M. CREAMY, Co-Partners, t/a JOHN'S CYCLE BARN, and JUDITH A CREAMY, and will be sold by

L. FAVINS & ROBERTS

John R. Adler

Sheriff of Columbia County

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 65 OF 1989 E.D., ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO BE DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY ENDE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY JANUARY 18, 1990

AT 11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE, OR PARCEL OF LAND:

ARCEL NO. 1:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of J. Roberts, and extending along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Liptzer; thence along said Liptzer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING. UPON which is erected a large two story tile block building.

ARCEL NO. 2:

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit: On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

ARCEL NO. 3:

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grants, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 36 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 42 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning. CONTAINING 1.11 acres.

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 hereafter.

Seized and taken execution at the suit of GUARANTY BANK, N.A. (formerly COMMUNITY NATIONAL BANK) vs. JOHN J. CREAMY and DENNIS W. CREAMY, Co-Partners, t/a JOHN'S CYCLE BARN, and JUDITH A CREAMY, and will be sold by

EAVERNS & ROBERTS

John R. Adler

Sheriff of Columbia County

LIST OF LIENS

VERSUS

JOHNS CYCLE BARN

Court of Common Pleas of Columbia County, Pennsylvania.

No. 988	of	Term, 1989	Real Debt	Interest from	Commission	Costs	Judgment entered	Date of Lien	Nature of Lien
			\$97,002.79				October 27, 1989		Default Judgment

Guaranty Bank

VERSUS

JOHNS CYCLE BARN

Department of Revenue

VERSUS

JOHNS CYCLE BARN

No. 1079	of	Term, 1989	Real Debt	Interest from	Commission	Costs	Judgment entered	Date of Lien	Nature of Lien
			\$2,473.59				October 05, 1989		Tax Lien

No.	of	Term, 19	Real Debt	Interest from	Commission	Costs	Judgment entered	Date of Lien	Nature of Lien

VERSUS

No.	of	Term, 19	Real Debt	Interest from	Commission	Costs	Judgment entered	Date of Lien	Nature of Lien

VERSUS

No.	of	Term, 19	Real Debt	Interest from	Commission	Costs	Judgment entered	Date of Lien	Nature of Lien

VERSUS

SHERIFF'S SALE

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THURSDAY JANUARY 18, 1990

AT 11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE, OR PARCEL OF LAND:

PARCEL NO. 1:

08-6-9 M.L. & W.L. 18090

Assessed Value 6030

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a corner of lot of formerly Wilson Yeager, now or formerly of J. Roberts, and extending along said Roberts lot, 150 feet to a public alley; thence along said public alley a distance of 80 feet to a corner of lot of formerly Mrs. Walter, now or formerly of Jacob Liptzer; thence along said Liptzer lot a distance of 150 feet to Mill Street; thence along the south side of Mill Street a distance of 80 feet to the place of BEGINNING.

UPON which is erected a large two story tile block building.

PARCEL NO. 2:

08-6-37 M.L. & W.L. 480

Assessed 160

ALL THAT CERTAIN parcel or lot of land situate in the Borough of Catawissa, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

On the East by lot formerly of Lizzie Kerns, on the South by Shuman Street in said Borough, on the West by lot formerly of R. J. Beaver, and on the North by an alley, fronting on said Shuman Street forty feet, and extending in depth of an equal width one hundred fifty feet.

PARCEL NO. 3:

09-7-22 M.L. & W.L. 14370

Assessed 4990

ALL THAT CERTAIN parcel or tract of land situate in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner of land of Joseph Brobst and running thence by line of said Brobst, north 86 degrees 30 minutes west, 260 feet to an iron pin; thence by line of the Grantors, south 3 degrees 15 minutes east, 200 feet to an iron pin; thence by same, south 36 degrees 30 minutes east, 260 feet to an iron pin in the middle of State Highway Route No. 242 leading from Catawissa to Bloomsburg; thence through said Highway and by land of Joseph Brobst, north 3 degrees 15 minutes west, 200 feet to the stone, the place of beginning.

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LEAVENS & ROBERTS

John R. Adler

Sheriff of Columbia County