

To Woody HARDING

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:

VICTOR G. BARNES,
Bankrupt

UNITED PENN BANK,
PLAINTIFF,

vs.

VICTOR G. BARNES,
DEFENDANT.

Bankruptcy No. BK77-918

O R D E R

AND NOW, to wit, this 16th day of NOVEMBER, 1977, upon consideration of the Complaint of United Penn Bank for leave to continue its foreclosure proceedings on various judgments held by it against Victor G. Barnes, the bankrupt, and upon consideration of the Stipulation entered into between Franklin E. Kepner, Esquire, Attorney for the Plaintiff, and David C. Dickson, Jr., Esquire, Attorney for the Defendant, and the Stipulation entered into between Franklin E. Kepner, Esquire, and John J. Thomas, Esquire, Trustee,

IT IS HEREBY ORDERED AND DECREED that United Penn Bank be and is hereby authorized to repossess all of the machinery and equipment listed on a Security Agreement and Schedule attached to the Complaint of the Plaintiff, which also are listed on Schedule B-2(K) of the Bankruptcy Petition and said United Penn Bank is hereby authorized to continue with the foreclosure proceedings on the judgments held by it identified in its Complaint by means of any remedy under the laws of the Commonwealth of Pennsylvania, provided that recovery shall be restricted to the premises covered by its liens and the Bankrupt shall not be personally liable for any deficiency.

s/Thomas C. Gibbons
Thomas C. Gibbons
Bankruptcy Judge

133
7
140

November 11, 1977

Farmers Home Administration
1119 Old Berwick Road
Bloomsburg, Pennsylvania 17815

Attention: Armine P. Wodehouse
County Supervisor

Dear Mr. Wodehouse:

Please be advised that the following is a list of liens filed against Victor G. Barnes in the Prothonotary's office, Bloomsburg, Pennsylvania:

1. Mortgage in favor of Farmers Home Administration against Lots 98, 99 and 100, dated August 2, 1972, recorded August 2, 1972 in the amount of \$103,500.00.
2. Mortgage in favor of Farmers Home Administration in the amount of \$20,000.00, dated June 8, 1973, recorded June 8, 1973 in Columbia County Mortgage Book 166, page 583.
3. Judgment note in favor of United Penn Bank dated September 27, 1973, entered February 26, 1974 to No. 226 January Term, 1974, in the amount of \$41,000.00.
4. Judgment note in favor of United Penn Bank, dated September 27, 1973, entered March 18, 1974 to No. 71 March Term, 1974, in the amount of \$40,000.00
5. Judgment in favor of the Commonwealth of Pennsylvania filed March 5, 1975 to No. 263 of 1975 in the amount of \$8,621.14.
6. Lien in favor of the United States of America to No. 1090 of 1975, entered February 22, 1975 in the amount of \$1,156.41.
7. Lien in favor of the South Side National Bank filed to No. 272 of 1976 on February 19, 1976, in the amount of \$4,487.00.
8. Lien in favor of the United States of America in the amount of \$5,199.19 filed April 2, 1976 to No. 550 of 1976.
9. Lien in favor of the United States of America in the amount of \$4,372.41 filed May 26, 1976 to No. 891 of 1976.

Farmers Home Administration
November 11, 1977
Page Two

10. Lien in favor of the Commonwealth of Pennsylvania in the amount of \$842.46 filed on January 6, 1977 to No. 29 of 1977.

11. Lien in favor of the United States of America in the amount of \$8,618.33 filed January 10, 1977 to No. 39 of 1977.

12. Lien in favor of the United States of America in the amount of \$23,038.53 filed March 4, 1977 to No. 355 of 1977.

13. Lien in favor of Berwick Ready Mix Concrete in the amount of \$1,473.56 filed on March 15, 1977 to No. 153 of 1977.

14. Lien in favor of the Commonwealth of Pennsylvania in the amount of \$475.96 filed April 19, 1977 to No. 618 of 1977.

In addition to the liens listed above, taxes which are due as of October 19, 1977 on the apartment dwelling are \$7,046.02.

I am also enclosing my bill for a bring-down title search.

Thank you very kindly.

Very truly yours,

Franklin E. Kepner

FEK/1

USDA-FHA
Form FHA 427-1 PA
(Rev. 8-26-71)REAL ESTATE MORTGAGE FOR PENNSYLVANIA
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated August 2, 1972

WHEREAS, the undersigned Victor G. Barnes and Susan D. Barnes, his wife

Township, Columbia

residing in the Village of Mifflinville, Mifflin County, Pennsylvania, whose post office address

is Mifflinville

, Pennsylvania 18631, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 2, 1972	\$103,500.00	7 $\frac{1}{4}$ %	July 2, 2022

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Pennsylvania, County(ies) of

Columbia (Village of Mifflinville, Mifflin Township), bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Ann Street at its intersection with the southerly side of Fifth Street; thence along the southerly side of Fifth Street north 66 degrees 15 minutes east for a distance of 521.0 feet to an iron pin in the westerly boundary line of

lands now or late of one ^{square} by; thence along the westerly boundary line of same south 23 degrees 45 minutes east 130.0 feet to an iron pin; thence south 66 degrees 15 minutes west 521.0 feet to an iron pin on the easterly boundary line of Ann Street; thence along the easterly boundary line of Ann Street north 23 degrees 45 minutes west 130.0 feet to an iron pin, the place of beginning. Containing 1.59 acres of land. Being portions of outlots 98, 99 and 100 in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania as surveyed 7-27-72 by Lawrence G. Lebo.

BEING part of the same premises conveyed by Harold E. (Elmer) Iddings and Evelyn Iddings, his wife, to Victor G. Barnes and Susan D. Barnes, his wife, Mortgagors herein, by deed dated July 17, 1970, recorded July 23, 1970 in Columbia County Deed Book 248, page 22.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower should be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

ANN STREET

105
800

NEEDLE 521.0

6 W

STEEL

CC

157 ACRES

LEIBY 521.0

WATER GARD

QU LOT 98

QU LOT 99

100

523.45 ± 130.0

LEIBY

QU LOT 100

MARY STREET

MAP
SHOWING NORTH PORTIONS OF
98, 99 AND 100 SITUATED IN THE
OF MIFFLINVILLE, MIFFLIN TOWNSHIP
COLUMBIA COUNTY PA
SCALE 1"=100'
DATE 7-27-72

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Harrisburg, Pennsylvania 17108, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of:

Frank E. Kefauver
(Witness)

Victor G. Barnes (SEAL)
Susan D. Barnes (SEAL)
(Witness)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Columbia

} ss.

On this 2nd day of August, 1972, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Victor G. Barnes and Susan D./

known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires

(NOTORIAL SEAL)

John R. Timbrell
Recorder of Deeds
Helen M. Timbrell
My Commission Expires

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D. C.

Frank E. Kefauver
For Mortgagee

Recorded: August 2, 1972

Time: 11:01 AM

Mortgage Book: 162 Page: 308

Recorder: *John R. Timbrell*

AUG 2 11 01 AM '72

TAX FEE 2.00

RECORDED
AUG 2 1972

REAL ESTATE MORTGAGE FOR PENNSYLVANIA
(INSURED LOANS TO INDIVIDUALS)

145
FEE 8.00
AUG 14 11 53 AM '72

KNOW ALL MEN BY THESE PRESENTS, Dated August 2, 1972

WHEREAS, the undersigned Victor G. Barnes and Susan D. Barnes, his wife,

Township, Columbia

residing in the Village of Mifflinville, Mifflin County, Pennsylvania, whose post office address

is Mifflinville, Pennsylvania 18631, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 2, 1972	\$103,500.00	7½%	July 2, 2022

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Pennsylvania, County(ies) of

Columbia (Village of Mifflinville, Mifflin Township), bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Ann Street at its intersection with the southerly side of Fifth Street; thence along the southerly side of Fifth Street north 66 degrees 15 minutes east for a distance of 521.0 feet to an iron pin in the westerly boundary line of

162 441
lands now or late of one eiby; thence along the westerly boundary line of same south 23 degrees 45 minutes east 130.0 feet to an iron pin; thence south 66 degrees 15 minutes west 521.0 feet to an iron pin on the easterly boundary line of Ann Street; thence along the easterly boundary line of Ann Street north 23 degrees 45 minutes west 130.0 feet to an iron pin, the place of beginning. Containing 1.59 acres of land. Being portions of outlots 98, 99, and 100 in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania as surveyed 7-27-72 by Lawrence G. Lebo.

BEING part of the same premises conveyed by Harold E. (Elmer) Iddings and Evelyn Iddings, his wife, to Victor G. Barnes and Susan D. Barnes, his wife, Mortgagors herein, by deed dated July 17, 1970, recorded July 23, 1970 in Columbia County Deed Book 248, page 22.

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower should be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.

EXHIBIT "A"

Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin.

The instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of August 2, 1972, which is hereby incorporated herein by reference.

This mortgage is a correction mortgage to the mortgage recorded August 2, 1972 and is being recorded for the purpose of including the above covenants and is not for the purpose of securing an additional debt.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Harrisburg, Pennsylvania 17108, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of

Frank E. Green
(Witness)

Victor G. Barnes (SEAL)

Susan D. Barnes (SEAL)
(Witness)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Columbia }

ss

On this 2nd day of August, 19 72, before me, the undersigned, a Notary

Barnes, his wife,

Public in and for said State and County, personally appeared Victor G. Barnes and Susan D./

known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within

instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My Commission expires 3/26/73
Berwick, Columbia County, Pa.

(NOTARIAL SEAL)

Don J. Givins
Notary Public.

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D.C.

Recorded: August 14, 1972

Time: 11:53 AM

Mortgage Book: 162 Page: 443

Recorder:

BOOK 162 PAGE 447

Frank E. Green
for Mortgagee

REAL ESTATE MORTGAGE FOR PENNSYLVANIA
(INSURED LOANS TO INDIVIDUALS)

JUN 8 11 44 AM '73

KNOW ALL MEN BY THESE PRESENTS, Dated June 8, 1973

WHEREAS, the undersigned Victor G. Barnes and Susan D. Barnes, his wife,

residing in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, whose post office address is Mifflinville, Pennsylvania 18631

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June 8, 1973	\$20,000.00	7-1/4%	June 8, 2023

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Pennsylvania, County(ies) of

Columbia (Village of Mifflinville, Mifflin Township,) bounded and described as follows:

BEGINNING at a point on the easterly side of Ann Street at its intersection with the southerly side of Fifth Street; thence along the southerly side of Fifth Street north 66 degrees 15 minutes east for a distance of 521.0 feet to an iron pin in the westerly boundary line of

lands now or late of one [unclear] by; thence along the westerly boundary line of same south 23 degrees 45 minutes east 130.0 feet to an iron pin; thence south 66 degrees 15 minutes west 521.0 feet to an iron pin on the easterly boundary line of Ann Street; thence along the easterly boundary line of Ann Street north 23 degrees 45 minutes west 130.0 feet to an iron pin, the place of beginning. Containing 1.59 acres of land. Being portions of outlots 98, 99 and 100 in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania as surveyed 7-27-72 by Lawrence G. Lebo.

BEING part of the same premises conveyed by Harold E. (Elmer) Iddings and Evelyn Iddings, his wife, to Victor G. Barnes and Susan D. Barnes, his wife, Mortgagors herein, by deed dated July 17, 1970, recorded July 23, 1970 in Columbia County Deed Book 248, page 22.

Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin.

The instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of June 8, 1973, which is hereby incorporated herein by reference.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower should be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Harrisburg, Pennsylvania 17108, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of:

Susan D. Barnes
(Witness)

Victor G. Barnes (SEAL)

Susan D. Barnes
(Witness)

Susan D. Barnes (SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Columbia } ss.

On this 8th day of June, 19 73, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Victor G. Barnes & Susan D. Barnes, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires 3/28/77

Berwick, Columbia County, Pa. Notary Public

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D.C.

Recorded in the _____ by the Recording
of _____ Columbia County
this _____ day of _____
_____ of office
Recorder

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
1119 Old Berwick Road
Bloomsburg, PA 17815

September 21, 1977

Sheriff Victor B. Vandling
Columbia County Court House
Bloomsburg, PA 17815

Dear Sheriff Vandling:

SUBJECT: Victor G. Barnes

With reference to the above subject sheriff sale set for October 14, 1977 the United States of America acting through the Farmers Home Administration holds first and second mortgages on the tract of land situated and described in the attached copies of the mortgages dated August 2, 1972 and June 8, 1973. The approximate balances are as follows:

<u>Book/Page No.</u>	<u>Date of Inst.</u>	<u>Principal Amt.</u>	<u>Interest</u>	<u>Principal & Int. Bal. 9-21-77</u>	<u>Daily Accrual</u>
162/308	8-02-72	103,500.00	7 $\frac{1}{2}$ %	\$108,200.48	20.0021
162/443	8-02-72	103,500.00	7 $\frac{1}{2}$ %	108,200.48	20.0021
166/583	6-08-73	20,000.00	7 $\frac{1}{2}$ %	20,632.88	3.8620

The above sale must be subject to our mortgages noted herein. We have requested a statement of account from our Finance Office and will provide you with exact payoff figures when we receive the statement.

An escrow account has been setup by our Finance Office for all rents we have collected. We will be continuing to collect the rents. This case is a bankruptcy case.

If there is anything further I can provide please feel free to contact me.

Sincerely,

Armine P. Wodehouse

ARMINE P. WODEHOUSE
County Supervisor

APW/las

Attachments:

REAL ESTATE MORTGAGE FOR PENNSYLVANIA
(INSURED LOANS TO INDIVIDUALS)

JUN 8 11 44 AM '73

KNOW ALL MEN BY THESE PRESENTS, Dated June 8, 1973

WHEREAS, the undersigned Victor G. Barnes and Susan D. Barnes, his wife,

residing in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, whose post office address

is Mifflinville, Pennsylvania 18631, herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
June 8, 1973	\$20,000.00	7-1/4%	June 8, 2023

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Pennsylvania, County(ies) of

Columbia (Village of Mifflinville, Mifflin Township,) bounded and described as follows:

BEGINNING at a point on the easterly side of Ann Street at its intersection with the southerly side of Fifth Street; thence along the southerly side of Fifth Street north 66 degrees 15 minutes east for a distance of 521.0 feet to an iron pin in the westerly boundary line of

lands now or late of one Leiby; thence along the westerly boundary line of same south 23 degrees 45 minutes east 130.0 feet to an iron pin; thence south 66 degrees 15 minutes west 521.0 feet to an iron pin on the easterly boundary line of Ann Street; thence along the easterly boundary line of Ann Street north 23 degrees 45 minutes west 130.0 feet to an iron pin, the place of beginning. Containing 1.59 acres of land. Being portions of outlots 98, 99 and 100 in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania as surveyed 7-27-72 by Lawrence G. Lebo.

BEING part of the same premises conveyed by Harold E. (Elmer) Iddings and Evelyn Iddings, his wife, to Victor G. Barnes and Susan D. Barnes, his wife, Mortgages herein, by deed dated July 17, 1970, recorded July 23, 1970 in Columbia County Deed Book 248, page 22.

Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin.

The instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of June 8, 1973, which is hereby incorporated herein by reference.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower should be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Harrisburg, Pennsylvania 17108, and in the case of Borrower to him at his post office address stated above.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of:

Sarah J. [Signature]

(Witness)

Victor G. Barnes

(SEAL)

x Susan D. Barnes

(SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Columbia

On this 8th day of June, 1973, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Victor G. Barnes, his wife, Susan D. Barnes, and

known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires 3/28/77

[Signature]
Berwick, Columbia County, Pa. Notary Public

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D.C.

Recorded in the office for the Recording of Deeds &c., in and for Columbia County at page this day of A.D. 19

Witness my hand and seal of office

[Signature] Recorder

BOOK 166 PAGE 586

REAL ESTATE MORTGAGE FOR PENNSYLVANIA
(INSURED LOANS TO INDIVIDUALS)

145
FEE 8.00
Aug 14 11 53 AM '72

KNOW ALL MEN BY THESE PRESENTS, Dated August 2, 1972

WHEREAS, the undersigned Victor G. Barnes and Susan D. Barnes, his wife,

Township, Columbia

residing in the Village of Mifflinville, Mifflin County, Pennsylvania, whose post office address

is Mifflinville, Pennsylvania 18631

herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 2, 1972	\$103,500.00	7½%	July 2, 2022

And the note evidences a loan to Borrower and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnify mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of Pennsylvania, County(ies) of

Columbia (Village of Mifflinville, Mifflin Township), bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Ann Street at its intersection with the southerly side of Fifth Street; thence along the southerly side of Fifth Street north 66 degrees 15 minutes east for a distance of 521.0 feet to an iron pin in the westerly boundary line of

162 444
lands now or late of one Leiby; thence along the westerly boundary line of same south 23 degrees 45 minutes east 130.0 feet to an iron pin; thence south 66 degrees 15 minutes west 521.0 feet to an iron pin on the easterly boundary line of Ann Street; thence along the easterly boundary line of Ann Street north 23 degrees 45 minutes west 130.0 feet to an iron pin, the place of beginning. Containing 1.59 acres of land. Being portions of outlots 98, 99, and 100 in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania as surveyed 7-27-72 by Lawrence G. Lebo.

BEING part of the same premises conveyed by Harold E. (Elmer) Iddings and Evelyn Iddings, his wife, to Victor G. Barnes and Susan D. Barnes, his wife, Mortgagors herein, by deed dated July 17, 1970, recorded July 23, 1970 in Columbia County Deed Book 248, page 22.

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower should be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

EXHIBIT "A"

Borrower covenants and agrees that it will not discriminate, or permit discrimination by any agent, lessee, or other operator, in the use or occupancy of the housing or related facilities financed in whole or in part with the loan in connection with which this instrument is given, because of race, color, creed, or national origin.

The instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution (Loan Agreement) of August 2, 1972, which is hereby incorporated herein by reference.

This mortgage is a correction mortgage to the mortgage recorded August 2, 1972 and is being recorded for the purpose of including the above covenants and is not for the purpose of securing an additional debt.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
(Witness)

Victor G. Barnes (SEAL)

(Witness)

Susan D. Barnes (SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Columbia

On this 2nd day of August, 19 72, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Victor G. Barnes and Susan D./

known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My Commission expires 3/26/73
Berwick, Columbia County, Pa.

[Signature]
Notary Public.

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D. C.

Recorded: August 14, 1972

Time: 11:53 AM

Mortgage Book: 162 Page: 443

Recorder:

John Q. Timbrell

BOOK 162 PAGE 447

Sheriff's Sale

United Penn Bank
 VS
 Victor G. Barnes
 No. 44 of 1977 ED
 No. 71 of March 1974 J.D.

Sale Thursday, January 26, 1978 @ 2:00 P.M.

COSTS SHEET

Claim	38,680.55
Interest from 6/8/75	7,279.80
Additional Interest	
Attorney Commission	3,868.00
Proth. (writ) pd	10.00
Judgement fee pd	6.50
Atty fee	3.00
Satisfaction	3.00

PARCEL NO. 1

Cost of Writ 22.50/4	5.63
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SHERIFF'S COST:

Docket	1.19
Levy on Parcel	2.75
Advertizing of Sale (handbills)	3.50
Advertizing of Sale (newspapers)	3.50
Crying of Sale	3.00
Service of Notice and Execution 8.00/4	2.00
Posting (first time)	10.00
Posting (second time)	10.00
Sheriff's Deed	7.50
Poundage	
Mileage	3.50
Taxes: 1974, 1975, 1976 Tax Claim Bureau	1,485.52
1977 School Tax	431.74
1977 County Tax	84.11

Press-Enterprise (Advertizing & Interest first sale) 287.54/4	71.89
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Press-Enterprise (Advertizing & Interest second sale) 273.08/4	68.27
Henrie Printing (Sale bills first sale)	4.75
Henrie Printing (Sale bills second slae)	4.75

Prothonotary:	
List of Liens 10.00/4	2.50
Deed	3.00

Register & Recorder:

Deed	7.50
Search	1.50
Affidavit	1.00
State Stamps	
Realty Transfer Tax	

PARCEL NO. 2

Cost of Writ 22.50/4	5.63
SHERIFF'S COST:	
Docket	1.19
Levy on Parcel	2.75
Advertizing of Sale (handbills)	3.50
Advertizing of Sale (newspapers)	3.50
Crying of Sale	3.00
Service of Notice and Execution 8.00/4	2.00
Posting (first time)	10.00
Posting (second time)	10.00
Postage (certified mail)	1.20
Mileage	3.80
Sheriff's Deed	7.50
Poundage	
Taxes: 1974, 1975, 1976 Tax Claim Bureau	
1977 School Tax	7,138.69
1977 County Tax	2,030.14
	395.48
Press-Enterprise (Advertizing & Interest first sale)	
287.54/4	71.89
Press-Enterprise (Advertizing & Interest second sale)	
273.08/4	68.27
Henrie Printing (Sale bills first sale)	4.75
Henrie Printing (Sale bills second sale)	4.75
Prothonotary:	
List of Liens 10.00/4	2.50
Deed	3.00
Register & Recorder:	
Deed	7.50
Search	
Affidavit	1.00
State Stamps	
Realty Transfer Tax	

PARCEL NO. 3

Cost of Writ 22.50/4	5.63
SHERIFF'S COST:	
Docket:.....	1.19
Levy on Parcel	2.75
Advertizing of Sale (handbills)	3.50
Advertizing of Sale (newspapers)	3.50
Crying of Sale	3.00
Service of Notice and Execution 8.00/4	2.00
Posting (first time)	10.00
Posting (second time)	10.00
Mileage	3.80
Sheriff's Deed	7.50
Poundage	
Taxes: 1974, 1975, 1976 Tax Claim Bureau	
1977 School Tax	56.87
1977 County Tax	10.51
	2.05
Press-Enterprise (Advertizing & Interest first sale)	
287.54/4	71.89
Press-Enterprise (Advertizing & Interest second sale)	
273.08/4	68.27
Henrie Printing (Sale bills first sale)	4.75
Henrie Printing (Sale bills second sale)	4.75
Prothonotary:	
List of Liens 10.00/4	2.50
Deed	3.00
Register & Recorder:	
Deed	7.50
Search	
Affidavit	1.00
State Stamps	
Realty Transfer Tax	

PARCEL NO. 4

Cost of Writ 22.50/4	5.63
SHERIFF'S COST:	
Docket	1.19
Levy on Parcel	2.75
Advertizing of Sale (handbills)	3.50
Advertizing of Sale (newspapers)	3.50
Crying of Sale	3.00
Service of Notice and Execution 8.00/4	2.00
Posting (first time)	10.00
Posting (second time)	10.00
Mileage	3.80
Sheriff's Deed	7.50
Poundage	
Taxes: 1974, 1975, 1976 Tax Claim Bureau	
1977 School Tax	62.54
1977 County Tax	12.13
	2.36
Press-Enterprise (Advertizing & Interest first sale)	
287.54/4	71.89
Press-Enterprise (Advertizing & Interest second sale)	
273.08/4	68.27
Henrie Printing (Sale bills first sale)	4.75
Henrie Printing (Sale bills second sale)	4.75
Prothonotary:	
List of Liens 10.00/4	2.50
Deed	3.00
Register & Recorder:	
Deed	7.50
Search	
Affidavit	1.00
State Stamps	
Realty Transfer Tax	

Claim, Interest, Atty. Commssion and Proth. Cost:	49,850.85
Additional Interest to be added:	
Cost of Sale and taxes Parcel # 1:	2,219.40 2,217.90
Cost of Sale and taxes Parcel #2:	9,782.04
Cost of Sale and taxes Parcel # 3:	285.96
Cost of Sale and taxes Parcel # 4:	293.56

SEP 9 1977
SEP 14 1977

United States District Court

For the MIDDLE District of PENNSYLVANIA

In re

VICTOR G. BARNES

Bankruptcy No. BK-77-918

Bankrupt *

**ORDER FOR FIRST MEETING OF CREDITORS AND FIXING TIMES
FOR FILING OBJECTIONS TO DISCHARGE AND FOR FILING
COMPLAINT TO DETERMINE DISCHARGEABILITY OF
CERTAIN DEBTS, COMBINED WITH NOTICE
THEREOF AND OF AUTOMATIC STAY**

To the bankrupt, his creditors, and other parties in interest: Victor G. Barnes

Soc. Sec. #172-34-4854
Employer ID #23-1680535of ** (Home) Center Drive, Mifflinville, PA
(Bus.) Market St., Mifflinville, PAhaving been adjudged a bankrupt on a petition filed by [~~against~~] him on August 29, 1977,
it is ordered, and notice is hereby given, that:

1. The first meeting of creditors shall be held at COURTROOM NO. 2, FEDERAL BUILDING,
197 S. MAIN STREET, WILKES-BARRE, PA.
on Sept. 29, 1977, at 10:00 o'clock a.m.

2. The bankrupt shall appear in person [or, if the bankrupt is a partnership, by a general partner, or, if the bankrupt is a corporation, by its president or other executive officer] before the court at that time and place for the purpose of being examined.

3. October 29, 1977, is fixed as the last day for the filing of objections to the discharge of the bankrupt.

4. October 29, 1977, is fixed as the last day for the filing of a complaint to determine the dischargeability of any debt pursuant to § 17c (2) of the Bankruptcy Act.

You are further notified that:

The meeting may be continued or adjourned from time to time by order made in open court, without further written notice to creditors.

At the meeting the creditors may file their claims, elect a trustee, elect a committee of creditors, examine the bankrupt as permitted by the court, and transact such other business as may properly come before the meeting.

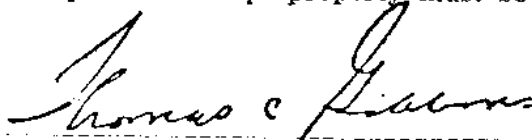
As a result of this bankruptcy, certain acts and proceedings against the bankrupt and his property are stayed as provided in Bankruptcy Rules 401 and 601.

If no objection to the discharge of the bankrupt is filed on or before the last day fixed therefor as stated in subparagraph 3 above, the bankrupt will be granted his discharge. If no complaint to determine the dischargeability of a debt under clause (2), (4), or (8) of § 17a of the Bankruptcy Act is filed within the time fixed therefor as stated in subparagraph 4 above, the debt may be discharged.

In order to have his claim allowed so that he may share in any distribution from the estate, a creditor must file a claim, whether or not he is included in the list of creditors filed by the bankrupt. Claims which are not filed within 6 months after the above date set for the first meeting of creditors will not be allowed, except as otherwise provided by law. A claim may be filed in the office of the undersigned bankruptcy judge on an official form prescribed for a proof of claim.

Unless the court extends the time, any objection to the report of exempt property must be filed within 15 days after the report has been filed.

Dated: September 7, 1977



Bankruptcy Judge

217 Federal Building
197 S. Main Street

Wilkes-Barre, PA 18701

* Include all names used by bankrupt within last 6 years.

** State post office address.

UNITED PENN BANK

PLAINTIFF,

VS

VICTOR G. BARNES

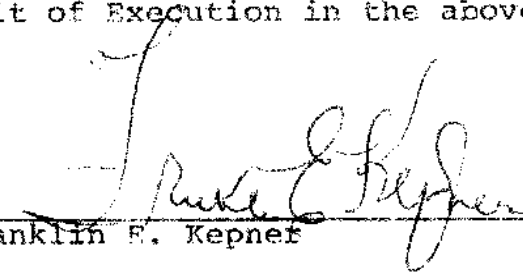
DEFENDANT,

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: OF PENNSYLVANIA
: COLUMBIA COUNTY BRANCH
: NO. 44, 1977
: NO. 71 of March, 1974
:
:
:

PRAECIPE

To the Prothonotary:

Please reissue the Writ of Execution in the above matter.


Franklin E. Kepner

And now to wit this 30th day of November, 1977, the
Writ of Execution in the above matter is hereby reissued.


Prothonotary

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE: :
:
VICTOR G. BARNES, :
Bankrupt :
:
UNITED PENN BANK, :
PLAINTIFF, : Bankruptcy No. BK77-918
:
vs. :
:
VICTOR G. BARNES, :
DEFENDANT. :
6

O R D E R

AND NOW, to wit, this 16th day of November, 1977, upon consideration of the Complaint of United Penn Bank for leave to continue its foreclosure proceedings on various judgments held by it against Victor G. Barnes, the bankrupt, and upon consideration of the Stipulation entered into between Franklin E. Kepner, Esquire, Attorney for the Plaintiff, and David C. Dickson, Jr., Esquire, Attorney for the Defendant, and the Stipulation entered into between Franklin E. Kepner, Esquire, and John J. Thomas, Esquire, Trustee,

IT IS HEREBY ORDERED AND DECREED that United Penn Bank be and is hereby authorized to repossess all of the machinery and equipment listed on a Security Agreement and Schedule attached to the Complaint of the Plaintiff, which also are listed on Schedule B-2(K) of the Bankruptcy Petition and said United Penn Bank is hereby authorized to continue with the foreclosure proceedings on the judgments held by it identified in its Complaint by means of any remedy under the laws of the Commonwealth of Pennsylvania, provided that recovery shall be restricted to the premises covered by its liens and the Bankrupt shall not be personally liable for any deficiency.

/s/ Thomas C. Gibbons
Thomas C. Gibbons
Bankruptcy Judge

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
1119 Old Berwick Road
Bloomsburg, PA 17815

January 24, 1978

Victor Vandling, Sheriff
Columbia County Courthouse
Main Street
Bloomsburg, PA 17815

Re: Victor Barnes
Mifflinville, PA

Dear Mr. Vandling:

The pay-off figures for the above mentioned borrower as of January 26, 1978 are as follows:

Loan #1 - Unpaid Balance is \$111,015.71
Daily Interest Accrual = 20.559

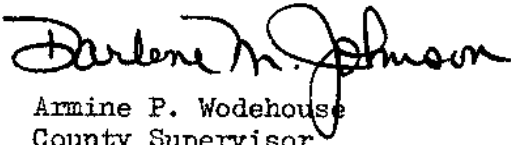
Loan #2 - Unpaid Balance is \$21,113.37
Daily Interest Accrual = 3.8620

All advances made by the Government are included in the unpaid balance of loan #1.

The above figures do not include rent payments which are held in a special account because of the bankruptcy.

If you have any questions concerning the above feel free to contact this office at 784-9033.

Sincerely,



for Armine P. Wodehouse
County Supervisor

cc: United Penn Bank
Berwick, PA

UNITED PENN BANK,
PLAINTIFF,

vs.

VICTOR G. BARNES,
DEFENDANT.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: NO. 71 MARCH TERM, 1974 (J.D.)
: NO. 44 OF 1977 (E.D.)
: WRIT OF EXECUTION
: (MONEY JUDGMENTS)

NOTICE OF SALE OF REAL PROPERTY

TO: VICTOR G. BARNES
1600 Apt. 1
Sussex Lane
Wilson, North Carolina 27893

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Township of Mifflin, County of Columbia, and State of Pennsylvania, of which you are the owner or the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the 30th day of March, 1978, at 2:00 P.M. in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania.

The property to be sold is described as follows:

SEE DESCRIPTION ATTACHED

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on the 28th day of April, 1978, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of United Penn Bank, Plaintiff, vs. Victor G. Barnes, Defendant.

Said premises will be sold by the Sheriff of Columbia County, Pennsylvania. The name of the owner or reputed owner of said property is: VICTOR G. BARNES.

Franklin E. Kepner
Franklin E. Kepner

EXCEPTING and RESERVING from the above described tract of land a tract of land being in width on Fifth Street 50 feet and in depth therefrom southerly for an equal width a distance of 200 feet, said tract being the northeast corner of the tract of land above described, and ALSO EXCEPTING and RESERVING from the above described tract of land a tract of land being in width on Ann Street 100 feet and in depth therefrom eastwardly for an equal width a distance of 125 feet and being the southwest corner of the tract of land herein described and conveyed.

Upon which are situate five brick and frame building units, with two apartments each for a total of ten apartments, two of which are unfinished.

PARCEL NO. 3:

BEING ALL THAT two-acre Outlot of ground situate in the Village of Mifflinville aforesaid and marked and distinguished on the general plan of said Village as No. 70, and being bounded on the east by Ann Street; on the south by Outlot No. 69; on the west by Outlot No. 71; and on the north by Outlot No. 72, said plot or plan of the Village of Mifflinville being recorded in Columbia County Miscellaneous Book No. 21 at pages 509-510.

~~Upon which is situate a one story brick frame office building~~

PARCEL NO. 4:

BEGINNING at an iron pin corner in the easterly line of Market Street in the Village of Mifflinville and in the southerly line of an unopened 62 foot street designated as "Center Drive," and running thence along the southerly line of the right-of-way of said unopened street, north 66 degrees 15 minutes east 113.14 feet to an iron pin corner in the westerly line of Lot No. 23; thence along the westerly line of Lot No. 23 south 23 degrees 45 minutes east 125 feet to an iron pin corner in the northerly line of Lot No. 29; thence along the northerly line of Lot No. 29 south 66 degrees 15 minutes west, 113.14 feet to an iron pin corner in the easterly line of Market Street aforesaid; thence along the easterly line of Market Street north 23 degrees 45 minutes west 125 feet to an iron pin corner, the place of beginning.

This deed is given UNDER AND SUBJECT, NEVERTHELESS, to the express covenants and conditions following, and which shall be covenants and conditions running with the land:

1. That no large animals shall be kept or maintained on said premises.
2. That no business of any nature shall be carried on in this plot of lots or on this lot.
3. That no trailers to be used for living purposes or otherwise, shall be parked or kept on said premises.
4. That no buildings shall be erected for a dwelling on said premises which contain less than one thousand square feet of floor space on the main or first floor.