JOSEPH SERLING ATTORNEY AT LAW 960 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

AREA CODE 717 TELEPHONE 823-2181

January 13, 1981

Sheriff of Columbia County Columbia County Court House, Bloomsburg, Pennsylvania 17815

RE: Susquehanna Savings Association

VS: Donald R. Rood, and Pamela G. Rood h/w

No. 1275 of 1980 J.D. No. 65 of 1980 ED

Dear Sheriff:

It is Susquehanna Savings Association, Plaintiff, pleasure at this time to Stay the sale set for January 22, 1980 at 2:00 o'clock P.M. in the above entitled matter.

Please send me a bill of costs incurred up to the present

Thank you for your cooperation.

Very truly yours,

JOSEPH SERLING

JS/cr

time.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY LEE F. MENSINGER, DEPUTY LINDA D. MOWERY, DEPUTY

January 16, 1981

Joseph Serling Attorney at Law 960 United Penn Bank Building Wilkes-Barre, Penna. 18701

Re: Susquehanna Savings Association Vs: Donald R. Rood and Pamela G. Rood,

his wife

No. 1275 of 1980 J.D. No. 65 of 1980 E.D.

Dear Mr. Serling,

Your memo dated January 13, 1981 directing this department to stay the sale set for January 22, 1981 at 2:00 P. M. in the above entitled matter has been received and will be complied with.

Costs incurred to date are as follows. Docket, levy, service, postage, advertising and posting sale bills and mileage total \$58.28 as Sheriff costs. Morning Press and Berwick Enterprise legal ads \$198.40. Henrie Printing (Sale Bills) \$31.85 plus \$12.50 for Columbia County Prothonotary (list of liens) and Register and Recorder (deed search/affidavit), thus this department costs amount to \$301.03.

Advance deposit costs of \$300.00 were received on November 6, 1980. We request remittance of additional \$1.03 to complete disbursement of monies to be paid by this department.

Enclosed copy of new schedule of advance costs fees required for filings served by the Columbia County Sheriff's Department.

Very truly yours,

A. J. Zale.

Chief Deputy Sheriff

AJZ/1dm

Enclosure

JOSEPH SERLING ATTORNEY AT LAW 960 UNITED PENN BANK BUILDING WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717 TELEPHONE 823-2181

January 26, 1981

Sheriff of Columbia County Columbia County Court House, Bloomsburg, Pa. 17815

RE: Susquehanna Savings Assoc. vs. Donald R. Rood, et ux., No. 1275 of 1980 J.D. No. 65 of 1980 E.D.

Atten: Mr. A. J. Zale, Chief Deputy Sheriff

Dear Mr. Zale:

As per your letter of Jan. 16, 1981, please find enclosed herewith a check for \$1.03.

Thank you for your cooperation in this matter.

Very truly yours,

JOSEPH SERLING

JS/cr Enclosure SUSQUEHANNA SAVINGS : IN THE COURT OF COMMON PLEAS

ASSOCIATION

: OF COLUMBIA COUNTY

Plaintiff

: CIVIL ACTION--LAW

VS.

; ACTION OF MORTGAGE FORECLOSURE

DONALD R. ROOD, AND

PAMELA G. ROOD, HIS WIFE.

Defendants : NO. 1275 of 1980

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO DONALD R. ROOD, AND PAMELA G. ROOD, HIS WIFE, Defendants herein and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on JANUARY

22 , 1200 o'clock P. M., Eastern Standard Time, in the afternoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Village of Mifflinville, Township of Mifflin, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the westerly line of Mary Street and in the northeasterly corner of land now or late of McAfee;

and THENCE running along the northerly line of land of said McAfee, now or late, and continuing along the northerly line of land of Bittner and Laubach, now or late, South 66 degrees 15 minutes West, 396 feet to a corner, it being the southeast corner of land now or late of Robert E. Evans, et al; THENCE running along the easterly line of land of Evans, et al, now or late, North 23 degrees 45 minutes West, 103 feet, more or less, to an iron pin corner set at the southeast corner of land now or late of Robert H. Snyder, et ux., it also being the southwest corner of Lot No. 7 in plot of lots hereinafter mentioned; THENCE along the southerly line of Lot No. 7 North 66 degrees 15 minutes East, 396 feet to an iron pin corner set in the westerly line of the aforesaid Mary Street; THENCE along the westerly line of Mary Street South 23 degrees 45 minutes East, 103 feet to an iron pin corner, the place of beginning, and BEING Lot No. 8 in a plot of lots laid out for Royce A. Kline by Lawrence G. Lebo, P.E. BEING the same premises conveyed by John E. Andrews and Rebecca M. Andrews, his wife, to Donald R. Rood and Pamela G. Rood. his wife, by deed dated October 27th, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book Page 379

IMPROVED with a single family dwelling, which has the address of Mary Street, Mifflinville, Mifflin Twp., Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on JANUARY 30, 1981, NOKK, 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.

JOSEPH SERLING,

ATTY, FOR PLAINTIFF 960 United Penn Bank Bldg., Wilkes-Barre, Pa. 18701 SUSQUEHANNA SAVINGS ASSOCIATION

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION- LAW ...

Vs.

, and the second se

DONALD R. ROOD, AND

PAMELA G. ROOD, HIS WIFE,

Action of Mortgage Foreclosure

Defendants

No.

1275 05

980

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

JANF R. SMITH being duly sworn according to law desposes and says that she is the Assistant Secretary of Susquehanna Savings Association, and as such is authorized to make this Affidavit in its behalf; that to the best of her knowledge, information and belief, the name and last known address of the Owners and Defendants in the Judgment in the within Bond of Donald R. Rood and Pamela G. Rood, his wife, is Mary St., P. O. Box 282, Mifflinville, Pa. 18631.

JANE R. SMITH

Sworn to and subscribed before me this 3 day of 2000, 1980.

Notary Public

My Commission Expires:

5/21/84

October 27th, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 284 Page 379. IMPROVED with a single family dwelling, which has the address of Mary Street, Mifflinville, Mifflin Twp., Columbia County, Penna.

NOTICE is hereby given to oil claimants and parties in interest, that the Sheriff will on January 30, 1981, 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. THE MORNING PRESS - BERWICK ENTERPRISE rt of P.O. BOX. 210, BLOOMSBURG, PA. 17815 umme RETURN POSTAGE GUARANTEED be bid. the Donald R. Rood Sheriff Sale 99.20 - Morning Press 99.20 - Berwick Enterprise and that Distribution with be made in accordance with the schedule unless exceptions are filed ther-eto within ten (10) days \$198.40 - Total Ost thereafter.
SEIZED AND TAKEN into execution at the suit of Susquehanna Savings Association vs. Donald R. Rood, and Pamela G. Rood, his wife.
SAID PREMISES WILL BE-SOLD BY: reafter the northeasterly corner of land now or late of McAfee; and THENCE SAID PREVIOUS
SOLD BY:
VICTOR VANDLING
Sheriff of
Columbia County of land now or late of McAfee; and THENCE running along the northerly line of land of Bittner and Laubach, now or late, South 66 degrees 15 minutes West, 396 feet to a corner, it being the southeast corner of land now or late of Robert E. Evans, et al; THENCE running along the easterly line of land of Evans, et al, now or late, North 23 degrees 45 minutes West, 103 feet, more or less, to an iron pin corner set at the southeast corner of land now or late of Robert H. Snyder, et ux., it also being the southwest corner of Lot No. 7 in a plot of lots hereinafter mentioned; THENCE along the southerly line of Lot. No. 7 North 66 says that Berwick Enterprise is a newspaper of g place of business in the Town of Berwick, County o Joseph Serling, Atty Dec. 31, Jan. 7, 14 established on the 6th day of April, 1903, and has b pt Sundays and Legal Holidays) continuously in said Town, County and ts establishment; that hereto attached is a copy of the legal notice or : ve entitled proceeding which appeared in the issue of said newspaper on Dec. 31, 1980; January 7, 14, printed and published; that the affiant is one of the owners and publisher ich legal advertisement or notice was published; that neither the affiant 1 re interested in the subject matter of said notice and advertisement, ations in the foregoing statement as to time, place, and character of pub mentioned: THENCE along the southerly line of Lot. No. 7 North 66 degrees 15 minutes East, 396 feet to an iron pin corner set in the westerly line of the aforesaid Mary Street; THENCE along the westerly line of Mary Street: THENCE along the westerly line of Mary Street South 23 degrees 45 minutes East, 103 feet to an iron pin corner, the place of beginning. BEING Lot No. 8 in a plot of lots laid out for Royce A. Kline by Lawrence G. LEbo., P.E. BEING the same premises conveyed by John E. Andrews and Rebecca M. Andrews, his wife, to Sworn and subscribed to before me this . . / - tary Public) Andrews and Resecta M. Andrews, his wife, to Donald R. Rood and Pamela G. Rood, his wife, by deed dated

charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

Expires MOTARY PUBLIC LM6/4 000/17 TES 1927 51 1981

lvertising and publication

VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA

4025

TO THE PRESS-ENTERPRISE INC

JANUARY 16, 1981

One Hundred Ninety Eight and From

Dollars



Bloomsburg Bank-COLUMBIA TRUST CO.

FOR JUSQ. SAV. ASSN. VS. No. 45 OF 1980 E.D. 1:0313059361: 572mB 10m0*

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LIST OF LIENS

VERSUS

DONALD R. ROOD and	PAMELA G. ROOD, HIS WIFE
	Court of Common Pleas of Columbia County, Pennsylvania.
First Eastern Bank, NA	No. 1575 of Term, 1979
	Real Debt \$ 2385.30
	Interest from 9-14-79
	Commission
versus	· ·
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Donald R. & Pamela G. Rood	Date of Lien 9-14-79
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Susquehanna Savings Association	. 1275 80
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	Real Debt \$38.178.71
versus	Commission
	Costs Judgment entered 11-6-80
Donald R. & Pamela G. Rood	Judgment entered 7-31-80
	Nature of Lien Default Judgment
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	Real Debt \$
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versus	Commission
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versus	Commission
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	No of Term, 19
	Real Debt
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	Costs
	Judgment entered
	Date of Lien
	Nature of Lien

Beverly J. Michael, Acting have carefully examined the Indices of mortgages on file in this office against Donald R. Rood and Pamela G. Rood, his wife,

and find as follows:

SEE PHOTOCOPIES ATTACHED.

VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA

4112

FEBRUARY 11, 1981

TO THE REGISTER AND RECORDER OF Columbia County

Bloomsburg Bank-COLUMBIA TRUST CO.

572#B10#0# 05

Fee .\$1.50

In testimony whereof I have set my hand and seal of office this 29th day of December A.D., 19 80.

Generaly J. Michaelecorder

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

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

PENNSYLVANIA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT

State of Pennsylvania County of Columbia ss.

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

Donald R. Rood and Pamela G. Rood, his wife,

and find as follows:

SEE PHOTOCOPIES ATTACHED.

Fee .\$1.50

In testimony whereof I have set my hand and seal of office this 29th day of December A.D., 19 80.

Benerly J. Michaelsecorder

MORTGAGE

THIS MORTGAGE is made this
1977., between the Mortgagor, DONALD R. ROOD and PAMELA G. ROOD, his wife,
(herein "Borrower"), and the Mortgagee, SUSQUEHANNA
SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania,
whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of .. Thirty thousand six hundred (\$30, 600,00)----- Dollars, which indebtedness is evidenced by Borrower's note dated November 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... November 2007

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following

ALL that certain piece or parcel of land situate in the Village of Mifflinville, Township of Mifflin, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the westerly line of Mary Street and in the northeasterly corner of land now or late of McAfee; and THENCE running along the northerly line of land of said McAfee, now or late, and continuing a long the northerly line of land of Bittner and Laubach, now or late, South 66 degrees 15 minutes West, 396 feet to a corner, it being the southeast corner of land now or late of Robert E. Evans, et al; THENCE running along the easterly line of land of Evans, et al, now or late, North 23 degrees 45 minutes West, 103 feet, more or less, to an iron pin corner set at the southeast corner of land now or late of Robert H. Snyder, et ux, it also being the southwest corner of Lot No. 7 in a plot of lots hereinafter mentioned; THENCE along the southerly line of Lot No. 7 North 6% degrees 15 minutes East, 396 feet to an iron pin corner set in the westerly line of the aforesaid Mary Street; THENCE along the westerly line of Mary Street South 23 degrees 45 minutes East, 103 feet to an iron pin corner, the place of beginning, and BEING Lot No. 8 in a plot of lots laid out for Royce A. Kline by Lawrence G. Lebo, P.E.

BEING the same premises conveyed by John E. Andrews and Rebecca M. Andrews, his wife, to Donald R. Rood and Pamela G. Rood, his wife, the 1977 and about to be recorded Mortgagors herein, by deed dated Oct 27 in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

Mortgagors herein agree to pay a monthly mortgage guarantee insurance premium charge on the within mortgage loan.

This is a purchase money mortgage.

IMPROVED with a single family dwelling which has the address of Mary Street, Mifflinville, Mifflin Township, Columbia County, [Street] Pennsylvania. (herein "Property Address");

(State and Zip Code)

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

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

PENNSYLVANIA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT

Uniform Covenants. Borrower and Lender covenant and agree as follows:

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

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

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

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

by Lender to Borrower requesting payment thereof.

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

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly. Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any hen which has priority over this Mortgage: provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Morigage.

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

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

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

- 6. Preservation and Maintenance of Property; Leascholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leaschold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as it the rider were a part hereof.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

150 487 100 22

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the

manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

interest in the Property.

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

and shall be paid to Lender.

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

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

Property or to the sums secured by this Mortgage.

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

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

11. Forbearance by Lender Not a Walver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or

remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

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

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

15. Uniform Mortgage: Governing Law: Severability. This form of mortgage combines uniform covenants for national

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

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

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

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage,

Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage prior to at least one hour prior to the commencement of bidding at a sherift's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to have the sums societed by this Mortgage shall continue unimpaired. Unon such payment and cure by Borrower, this

may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by indicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when

make Future Advances. Upon request or Borrower, Lender, at Lender's option prior to release of this ordingage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to the sums secured by this Mortgage are lent to Borrower to acquire

IN WITNESS Witnesses: Commonwealth On this, the PAMELA (proven) to be the they	WHEREOF, BOTTOW OF PENNSYLVANIA the und ROOD, his personswhose executed the same f	y of November conigned officer, pers	Dohald R. Pamela G. Pamela G. sonally appeared Donally appeared to the win contained.	Rood County ss: 77 before me NALD R RO	OD and h
Recorded in Recorded in Morts	CERTIFY, that the stree, Pa. I the Office for Regage Book No. 18	cording of Deeds in 7 Page2. Office this	Joseph Ser and for the County	Columbia of Luncia, Com-	Attorney for Morigagee monwealth of Penn-
No. 7/ F. F. F. F. F. S. Market Co. F.	DONALD R. ROOD and PAMELA G. ROOD, his wife TO	Susquehanna Savings Association Dare November 1977	PREMISES: NacyOrect, Mifflin- ville, Mifflin Township, Pennsylvaria REAL DEST: \$30,600.00 MONTHLY PAYMANT: 246.22	Record and Execution Joseph Serling Astoricy for Association	960 United Ferry Pent 180g. Wikese Ferry, Pennsylvania

Lee in Billian

By virtue of a Writ of Execution No. 69 of 1980, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, , 1981 at 2:00 o'clock 2. M., Eastern Standard Time, in the afternoon of the said day, all the right, title and interest of the Defendants, in and to:

ALL that certain piece or parcel of land situate in the Village of Mifflinville, Township of Mifflin, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the westerly line of Mary Street and in the northeasterly corner of land now or late of McAfee; and THENCE running along the northerly line of land of said McAfee, now or late, and continuing along the northerly line of land of Bittner and Laubach, now or late, South 66 degrees 15 minutes West, 396 feet to a corner, it being the southeast corner of land now or late of Robert E. Evans, et al; THENCE running along the easterly line of land of Evans, et al, now or late, North 23 degrees 45 minutes West, 103 feet, more or less, to an iron pin corner set at the southeast corner of land now or late of Robert H. Snyder, et ux., it also being the southwest corner of Lot No. 7 in a plot of lots hereinafter mentioned; THENCE along the southerly line of Lot No. 7 North 66 degrees 15 minutes East, 396 feet to an iron pin corner set in the westerly line of the aforesaid Mary Street; THENCE along the westerly line of Mary Street South 23 degrees 45 minutes East, 103 feet to an iron pin corner, the place of beginning. BEING Lot No. 8 in plot of lots laid out for Royce A. Kline by Lawrence G. Lebo., P.F. BEING the same premises conveyed by John E. Andrews and Rebecca M. Andrews, his wife, to Donald R. Rood and Pamela G. Rood, his wife, by deed dated October 27th, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 284 Page 379 . IMPROVED with a single family dwelling, which has the address of Mary Street, Mifflinville, Mifflin Twp., Columbia County, Penna.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on January 30 , 1981, 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 into execution at the suit of Susquehanna Savings Association vs. Donald R. Rood, and Pamela G. Rood, his wife. SAID PREMISES WILL BE SOLD BY:

> VICTOR VANDLING SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, A LTORNEY

Daer Mr. Zeares,

Please furnish this office a copy of the TAX STATEMENT on this property.

23-05E-9-9-1 Cotox 58,50 Vil 4-30-80 Thank you, selenter 315,90 Paid 7-5-80



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

December 18, 1980

Susquehanna Savings Assn.

٧S

Donald R. Rood, and Pamela G. Rood, his wife

Frederick J. Peterson, Prothonotary

Columbia County, Pennsylvania

A. J. ZALE, Chief Deputy

JOHN J. D'BRIEN, DEPUTY LEE F. MENSINGER, DEPUTY LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 65 of 1980 E.D. WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

<u> </u>	PARISON OF THORESETT	
On 17 December 1980 at 10:00	A.M.	, posted a copy of the SHERIFF'S
SALE bill on the property of	Donald R. Rood and	Pamela G. Rood, Mifflinville,
Mifflin Township		· · · · · · · · · · · · · · · · · · ·
Columbia County, Pennsylvania	a. Said posting per	rformed by Columbia County Deputy
Sheriff Lee F. Mensinger		
		Deputy Sheriff For: Victor B Vandling
Sworn and subscribed before a	ne this	Victor B. Vandling Sheriff, Col. Co.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

SERVICE ON PAMELA ROOD

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'ERIEN, DEPUTY LEE F. MENBINGER, DEPUTY LINDA D. MOWERY, DEPUTY

Susquehanna Savings Assn.

vs

Donald R. Rood and Pamela G. Rood, his wife IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 65 of 1980 E.D. WRIT OF EXECUTION

Victor B. Vandling Sheriff Columbia Co.

attested copy of the wit of Sheriff's Sale of Rea	at 11:10 A.M. hin Writ of Execution and a tr	ue copy of the Notice endant, <u>Pamela</u>
Rood Col Co Pa	at her residence. Mary S by Lee F. Mensinger	treet, Mifflinville,
Service was made by pers Sheriff's Sale of Real E	onally handing said Writ of Ex	ecution and Notice of
		So Answers:
		See Mensinger Deputy Sheriff
		For:
		Victor B Vandling

Sworn and subscribed before me this ____ day of _____

Frederick J. Peterson Prothonotary, Columbia County, Pa.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff	A. J. ZALE, Chief Deputy
TELEPHONE: 717-784-1991 December 17, 1980	JOHN J. D'BRIEN, DEPUTY LEE F. MENSINGER, DEPUTY LINDA D. MOWERY, DEPUTY
,	
Susquehanna Savings Assn.	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNT
vs	COMMONWEALTH OF PENNA.
Donald R. Rood and Pamela G. Rood, his wife	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
SERVICE ON _DOWALD R. ROOD	
On December 1, 1980, sent a true and attested copy Execution and a true copy of the Notice of Sheriff's Sal Donald R. Rood, P.O. Box 282 Mary Street, Mifflinville by Certified Mail, Return Receipt Requested Number P16 Said Donald R. Rood received same of per signature of Pamela Rood card attached hereto and made part of this return. Rece NUMBER P16 6236721 is attached.	e of Real Estate to , Pa. 6236721 n December 13, 1980 on Return Receipt
	So Answers:
	A. J. Zale Chief Deputy Sheriff
en e	Fort
	Victor B. Vandling Sheriff Columbia Co.

Frederick J. Peterson, Prothonotary Columbia County, Pennsylvania

this ____ day of ____

Sworn and subscribed before me

SHERIFF'S SALE

By virtue of a Writ of Execution No. 65 of 1980, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on JANUARY 22 , 1981 at 2:00 o'clock P. M., Eastern Standard Time, in the afternoon of the said day, all the right, title and interest of the Defendants, in and to:

ALL that certain piece or parcel of land situate in the Village of Mifflinville, Township of Mifflin, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the westerly line of Mary Street and in the northeasterly corner of land now or late of McAfee; and THENCE running along the northerly line of land of said McAfee, now or late, and continuing along the northerly line of land of Bittner and Laubach, now or late, South 66 degrees 15 minutes West, 396 feet to a corner, it being the southeast corner of land now or late of Robert E. Evans, et al; THENCE running along the easterly line of land of Evans, et al, now or late, North 23 degrees 45 minutes West, 103 feet, more or less, to an iron pin corner set at the southeast corner of land now or late of Robert H. Snyder, et ux., it also being the southwest corner of Lot No. 7 in a plot of lots hereinafter mentioned; THENCE along the southerly line of Lot No. 7 North 66 degrees 15 minutes East, 396 feet to an iron pin corner set in the westerly line of the aforesaid Mary Street; THENCE along the westerly line of Mary Street South 23 degrees 45 minutes East, 103 feet to an iron pin corner, the place of beginning. BEING Lot No. 8 in plot of lots laid out for Royce A. Kline by Lawrence G. Lebo., P.E. BEING the same premises conveyed by John E. Andrews and Rebecca M. Andrews, his wife, to Donald R. Rood and Pamela G. Rood, his wife, by deed dated October 27th, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 284 Page 379 . IMPROVED with a single family dwelling, which has the address of Mary Street, Mifflinville, Mifflin Twp., Columbia County, Penna.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on JANUARY 30 , 1981, 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 into execution at the suit of Susquehanna Savings Association vs. Donald R. Rood, and Pamela G. Rood, his wife.
SAID PREMISES WILL BE SOLD BY:

VIC FOR VANDLING SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, A L'TORNEY

12/2/80 - Copies to:

PE, Legal Ads, Wednesdays, 13/31/80, Jan 7, & 14, 1981. Affidavits please. HENRIE PRINTING

William H. Zeares, Tax Collector Mifflin Tup., Race St., Mifflinville.