

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

Walter M. Eltz & Evelyn Plaintiff
M. Eltz, his wife
VS.
Gerald E. Kocher & Mary E.
Kocker Defendant

* NO. 71 of 1980 E.D.

* NO. 1698 of 1980 J.D.

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

Return the writ in the above captioned matter discontinued and satisfy original judgement by order of Plaintiff's Attorney.

Attorney for the Plaintiff

Dated: 3-21-04

TO THE PROTHONOTARY:

I hereby return the writ in the above captioned matter discontinued and satisfy original judgement by order of the Plaintiff's Attorney.

Sheriff



OFFICE OF
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. MENBINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

January 19, 1981

Gailey C. Keller
227 Market Street
Bloomsburg, Pa. 17815

Re: Eltz, Walter and Evelyn
VS.

- (1) Kocher, Gerald and Mary
(2) No. 71 of 1980 ED and
No. 74 of 1980 ED

Dear Gailey,

As per our conversation earlier this date, the following costs were incurred in the above captioned cases.

Case #1. Sheriff's costs (docket, levy, mileage, service, posting, advertising, etc.) were \$64.45. Henrie Printing \$28.10, Prothonotary of Columbia County \$10.00. Total costs \$102.55. Deducted from your advance cost deposit of \$300.00 results in check made payable to you in the amount \$197.45.

Case #2. Sheriff's costs (docket, levy, service and mileage) were \$31.25. Deducted from your advance cost deposit of \$75.00 results in check made payable to you in the amount of \$43.75.

Any further inquiries in the matter can be directed to the undersigned.

Very truly yours,

A. J. Zale

A. J. Zale,
Chief Deputy Sheriff

AJZ/ldm

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4031

60-593
313

JANUARY 16, 1981

\$197.45

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR ELTZ VS KOCHER
NO. 71 OF 1980 E.D.

Victor B. Vandling

00313059361

57281000

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4029

JANUARY 16, 1981


60-583
313

PAY TO THE ORDER OF Henric Printing

Twenty-Eight and 10/100

\$ 28.10

DOLLARS

 BloomSBurg Bank-COLUMBIA TRUST CO.
BloomSBurg, Pa.

FOR ELTZ vs Kocher

NO 71 OF 1980 ED.

Victor B. Vandling agt

⑆031305936⑆ 57281000⑈

CHARGE CHECK - 15 DAYS PAY

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

WALTER M. ELTZ & EVELYN

M. ELTZ, HIS WIFE,

vs

GERALD E. KOCHER & MARY E.

KOCHER, HIS WIFE,

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 71 Term 19 80 E.D.

No. Term 19 A.D.

No. 1698 Term 19 80 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

ALL THAT CERTAIN piece, parcel and lot of ground situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz south seventy-three (73) degrees west, fifty-six (56) perches to a stone; thence along lands of same south eleven (11) degrees east three (3) perches to a stone; thence along lands now or late of C. W. Hess North eighty-four (84) degrees west twenty-four and five tenths (24.5) perches to a post; thence along lands now or late of Wesley Hess North twenty-five and two tenths (25.2) perches to a post; thence along lands of same north forty-five and one-fourth (45-1/4) degrees east ten and six tenths (10.6) perches to a post; thence along land of same North eighty-three (83) degrees East, thirty-six and seven tenths (36.7) perches to a stone; thence along lands now or late of J. P. Fritz south thirty-five and one-half (35-1/2) degrees east, twenty-nine (29) perches to the place of beginning. CONTAINING eleven (11) acres and one hundred twenty (120) perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING out of and from tract above described one and one-half (1-1/2) acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, page 252, and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County, Deed Book 102, page 50. (*See reverse side for balance of description)

Amount Due
Attorney's Commission
Interest from 6/25/80 to
10/25/80 @ 9% per annum
Total

\$ 29,535.22

2,953.52
\$ 889.63

\$ 33,378.37 Plus costs

as endorsed.

Fredrick J. Retman
Allen K. Lenn, Dep.
Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Deputy

hereby certify the within to be a
True copy of the original writ of this 1980.
VICTOR B. VANDLING
Sheriff

WALTER M. ELTZ and EVELYN	:	IN THE COURT OF COMMON PLEAS
M. ELTZ, HIS WIFE,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	
	:	NO. 71 - 1980
GERALD E. KOCHER and MARY E.	:	
KOCHER, HIS WIFE,	:	IN MORTGAGE FORECLOSURE
Defendants.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: GERALD E. KOCHER and MARY E. KOCHER
R. D. 2
Benton, Pennsylvania 17814

Defendants herein and the Owners of the real estate
hereinafter described:

NOTICE IS HEREBY GIVEN in accordance with Pennsylvania Rule of Civil Procedure No. 3129 (b) (2) that by virtue of Writ of Execution No. 71 of 1980, issued out of the Court of Common Pleas of Columbia County, directed to the Sheriff of Columbia County, there will be exposed to public sale, by endue or outcry, to the highest and best bidder, for cash, at the Sheriff's Office, Court House, in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, on THURSDAY the 12th day of FEBRUARY, 1981, at 2:00 o'clock, P.M. in the afternoon of the said day, all the right, title, and interest of the Defendants in and to:

ALL THAT CERTAIN piece, parcel and lot of ground situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz South 73 degrees west, 56 perches to a stone; thence along lands of same, south 11 degrees east 3 perches to a stone; thence along lands now or late of C. W. Hess north 84 degrees west 24.5 perches to a post; thence along lands now or late of Wesley Hess north 25.2 perches to a post; thence along lands of same north 45-1/4 degrees east 10.6 perches to a post; thence along land of same north 83 degrees east, 36.7 perches to a stone; thence along lands now or late of J. P. Fritz south 35-1/2 degrees east, 29 perches to the place of beginning. CONTAINING 11 acres and 120 perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING out of and from tract above described 1-1/2 acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, at page 252 and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County Deed Book 102, page 50.

ALSO EXCEPTING AND RESERVING premises conveyed to John D. H. Aten and Clara M. Aten, his wife, by deed dated September 8, 1976 and recorded in Deed Book 278, page 117, bounded and described as follows, to-wit:

BEGINNING at a p.k nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife; thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess lands, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east 118.18 feet to an iron pin in line of land now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concrete monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife; thence

along said Gearhardt land and land now or formerly of Joseph Maroney, north 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714, south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on FEBRUARY 20, 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 Walter M. Eltz and Evelyn M. Eltz, his wife, against Gerald E. Kocher and Mary E. Kocher, his wife, and will be sold by Victor B. Vandling, Sheriff of Columbia County.

SMITH, EVES, KELLER AND HARDING

By Gailey C. Keller, Esq.
227 Market Street
Bloomsburg, PA 17815

WALTER M. ELTZ and EVELYN M.
ELTZ, HIS WIFE,
Plaintiffs,

VS.


GERALD E. KOCHER and MARY E.
KOCHER, HIS WIFE,
Defendants.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PENNA.
: CIVIL ACTION - LAW
:
: NO. 1698 - 1980
:
: CONFESSION OF JUDGMENT
:

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

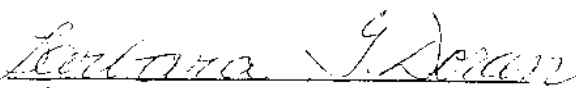
GAILEY C. KELLER, Esquire, being duly sworn according to law,
deposes and says that he is attorney for Plaintiffs in the above-captioned
action and that to the best of his information, knowledge and belief the
names and last known addresses of the owners or reputed owners and of the
Defendants, Gerald E. Kocher and Mary E. Kocher, his wife, in the judgment
entered in the above captioned matter are:

Gerald E. Kocher and Mary E. Kocher
R. D. 2
Benton, Pennsylvania 17814



Attorney for Plaintiffs

Sworn and subscribed to
before me this 27th day
of December, 1980.



BARBARA G. DOMAN, Notary Public
Benton, PA., Columbia County, PA.
Her Commission Expires March 6, 1982.

WALTER M. ELTZ and EVELYN
M. ELTZ, HIS WIFE,
Plaintiffs,

VS.

GERALD E. KOCHER and MARY E.
KOCHER, HIS WIFE,
Defendants.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH, PENNA.
: CIVIL ACTION - LAW
:
: NO. 71 - 1980
: IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: GERALD E. KOCHER and MARY E. KOCHER
R. D. 2
Benton, Pennsylvania 17814

Defendants herein and the Owners of the real estate
hereinafter described:

NOTICE IS HEREBY GIVEN in accordance with Pennsylvania Rule of
Civil Procedure No. 3129 (b) (2) that by virtue of Writ of Execution
No. 71 of 1980, issued out of the Court of Common Pleas of Columbia
County, directed to the Sheriff of Columbia County, there will be
exposed to public sale, by endue or outcry, to the highest and best
bidder, for cash, at the Sheriff's Office, Court House, in the Town of
Bloomsburg, County of Columbia and State of Pennsylvania, on THURSDAY
the 12th day of FEBRUARY, 1981, at 2:00 o'clock,
P.M. in the afternoon of the said day, all the right, title,
and interest of the Defendants in and to:

ALL THAT CERTAIN piece, parcel and lot of
ground situate in the Township of Sugarloaf,
Columbia County, Pennsylvania, bounded and des-
cribed as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz South 73 degrees west, 56 perches to a stone; thence along lands of same, south 11 degrees east 3 perches to a stone; thence along lands now or late of C. W. Hess north 84 degrees west 24.5 perches to a post; thence along lands now or late of Wesley Hess north 25.2 perches to a post; thence along lands of same north 45-1/4 degrees east 10.6 perches to a post; thence along land of same north 83 degrees east, 36.7 perches to a stone; thence along lands now or late of J. P. Fritz south 35-1/2 degrees east, 29 perches to the place of beginning. CONTAINING 11 acres and 120 perches of land, be the same more or less.

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BEGINNING at a p.k nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife; thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess lands, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east 118.18 feet to an iron pin in line of land now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concrete monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife; thence

along said Gearhardt land and land now or formerly of Joseph Maroney, north 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714, south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on FEBRUARY 20, 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 Walter M. Eltz and Evelyn M. Eltz, his wife, against Gerald E. Kocher and Mary E. Kocher, his wife, and will be sold by Victor B. Vandling, Sheriff of Columbia County.

SMITH, EVES, KELLER AND HARDING

By Gailey C. Keller, Esq.
227 Market Street
Bloomsburg, PA 17815

WALTER M. ELTZ and EVELYN M.
ELTZ, HIS WIFE,
Plaintiffs,

VS.

GERALD E. KOCHER and MARY E.
KOCHER, HIS WIFE,
Defendants.

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

: NO. 1698 - 1980

: CONFESSION OF JUDGMENT
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AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

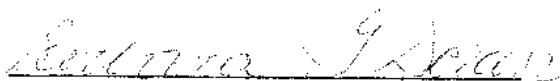
GAILEY C. KELLER, Esquire, being duly sworn according to law,
deposes and says that he is attorney for Plaintiffs in the above-captioned
action and that to the best of his information, knowledge and belief the
names and last known addresses of the owners or reputed owners and of the
Defendants, Gerald E. Kocher and Mary E. Kocher, his wife, in the judgment
entered in the above captioned matter are:

Gerald E. Kocher and Mary E. Kocher
R. D. 2
Benton, Pennsylvania 17814



Attorney for Plaintiffs

Sworn and subscribed to
before me this 20th day
of December, 1980.



ELIZABETH D. BROWN, Notary Public
for the Commonwealth of Pennsylvania
My Commission Expires March 3, 1982

Memorandum from the desk of

Sheriff Victor B. Vandling

To Atty. Keller

Date 12/3/80

Subject ELTZ vs KOCHER (Mortgage Foreclosure)

PRIOR TO SERVICE BEING MADE IN THE SUBJECT
MATTER, IT WILL BE NECESSARY TO:

1. Submit an affidavit setting forth the name
and last known address of the owner and
of the defendant. (REFER TO RULE 3129)
Submit 3 copies.
2. NOTICE OF SHERIFF'S SALE OF REAL ESTATE
TO be submitted in 3 copies.
3. WRIT OF EXECUTION also to be submitted
in 3 copies.

The above is in addition to the description
of property copies (5) already prepared.

-43



OFFICE OF
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

December 12, 1980

Walter M. Eltz & Evelyn M. Eltz,
his wife

vs

Gerald E. Kocher & Mary E. Kocher,
his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 71 of 1980
WRIT OF EXECUTION

(2) SERVICE ON GERALD and MARY KOCHER

On December 11, 1980 at 7:55 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was served on the defendant; GERALD and
MARY KOCHER (Husband & Wife) at R. D. 2, Benton, Pa.
by Deputy Sheriff's O'Brien and Doty.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this _____ day of _____
19____.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

By virtue of Writ of Execution No. 71 of 1980, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

THURSDAY, FEBRUARY 12, 1981
at 2:00 o'clock P.M.

ALL THAT CERTAIN piece, parcel and lot of ground situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz south seventy-three (73) degrees west, fifty-six (56) perches to a stone; thence along lands of same south eleven (11) degrees east three (3) perches to a stone; thence along lands now or late of C. W. Hess North eighty-four (84) degrees west twenty-four and five tenths (24.5) perches to a post; thence along lands now or late of Wesley Hess North twenty-five and two tenths (25.2) perches to a post; thence along lands of same north forty-five and one-fourth (45-1/4) degrees east ten and six tenths (10.6) perches to a post; thence along land of same North eighty-three (83) degrees East, thirty-six and seven tenths (36.7) perches to a stone; thence along lands now or late of J. P. Fritz south thirty-five and one-half (35-1/2) degrees east, twenty-nine (29) perches to the place of beginning. CONTAINING eleven (11) acres and one hundred twenty (120) perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING out of and from tract above described one and one-half (1-1/2) acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, page 252, and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County, Deed Book 102, page 50.

ALSO EXCEPTING AND RESERVING premises conveyed to John D. H. Aten and Clara M. Aten, his wife, by deed dated September 8, 1976 and recorded in Deed Book 278, page 117, bounded and described as follows, to-wit:

12/22/80:

P-E, Legal Ads, Wed. Jan 21, 28 and Feb 4, 1981. Affidavits requested.

Henrie Printing

Alvin Oman, Tax Collector, Sugarloaf Twp., RD 2, Benton

BEGINNING at a p.k. nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife, thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess lands, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east 118.18 feet to an iron pin in line of land now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concret monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife, thence along said Gearhardt land and land now or formerly of Joseph Maroney, north 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714; thence south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

Taken into execution, etc., at the suit of Walter M. Eltz and Evelyn M. Eltz, his wife vs Gerald E. Kocher and Mary E. Kocher, his wife.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on February 20, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Gailey C. Koller, Attorney

VICTOR B. VANDLING, Sheriff



OFFICE OF
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 8, 1981

Walter M. Eltz & Evelyn
M. Eltz, his wife
vs
Gerald E. Kocher & Mary E.
Kocher, his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 71 of 1980
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On December 31, 1980 at 8:30 P.M., posted a copy of the SHERIFF'S
SALE bill on the property of Gerald E. and Mary E. Kocher, R.D. 2, Benton,
Sugarloaf Township,
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
_____ day of _____.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania

Memorandum from the desk of

Sheriff Victor B. Vandling

To: Gerald & Mary
Kocher

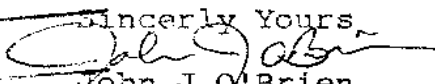
Date: 12-31-80

Subject: Realestate Levy taken by Sheriff's Dept.

Gerald:

Please be advised that we have been notified that you are timbering, on the property that we have levied on. This action must cease, at once. If it doesn't action will be brought under the criminal code for defrauding of secured creditors.

If you have any questions please call the Sheriff's Office or your own attorney. Our Phone No. 784-1991 Ext. 209

Sincerely Yours

John J. O'Brien
Deputy Sheriff
DEC 31 12 22 PM '80
OFFICE OF SHERIFF
COLUMBIA COUNTY

ALL THAT CERTAIN piece, parcel and lot of ground situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz south seventy-three (73) degrees west, fifty-six (56) perches to a stone; thence along lands of same south eleven (11) degrees east three (3) perches to a stone; thence along lands now or late of C. W. Hess North eighty-four (84) degrees west twenty-four and five tenths (24.5) perches to a post; thence along lands now or late of Wesley Hess North twenty-five and two tenths (25.2) perches to a post; thence along lands of same north forty-five and one-fourth (45-1/4) degrees east ten and six tenths (10.6) perches to a post; thence along land of same North eighty-three (83) degrees East, thirty-six and seven tenths (36.7) perches to a stone; thence along lands now or late of J. P. Fritz south thirty-five and one-half (35-1/2) degrees east, twenty-nine (29) perches to the place of beginning. CONTAINING eleven (11) acres and one hundred twenty (120) perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING out of and from tract above described one and one-half (1-1/2) acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, page 252, and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County, Deed Book 102, page 50.

ALSO EXCEPTING AND RESERVING premises conveyed to John D. H. Aten and Clara M. Aten, his wife, by deed dated September 8, 1976 and recorded in Deed Book 278, page 117, bounded and described as follows, to-wit:

BEGINNING at a p.k. nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife, thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess lands, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east 118.18 feet to an iron pin in line of land now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concret monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife, thence along said Gearhardt land and land now or formerly of Joseph Maroney, north 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714; thence south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank X. Beisklag~~ 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

GERALD E. KOCHER AND MARY E. KOCHER, HIS WIFE,

and find as follows:

SEE COPIES OF TWO MORTGAGES ATTACHED.

Fee \$1.50

In testimony whereof I have set my hand and
seal of office this 23rd day of January
A.D., 19 81.

Beverly J. Michael RECORDER

This Mortgage.

Made the 14th day of August in the year of our Lord one thousand nine hundred and seventy-nine (1979)

Between GERALD E. KOCHER, Single, and MARY E. LEWIS, Single, both of Sugarloaf Township, Columbia County, Pennsylvania, MORTGAGORS,

- A N D -

WALTER M. ELTZ and EVELYN M. ELTZ, his wife, both of the Township of Whitemarsh, County of Montgomery, Pennsylvania, MORTGAGEES.

Witnesseth, Whereas, the Mortgagors, their Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagees, ^{their} certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of SIXTY THOUSAND (\$60,000.00)

conditioned for the payment of a debt of THIRTY THOUSAND (\$30,000.00) ----- Dollars, payable within twenty (20) years from the date hereof, together with interest thereon at the rate of nine (9%) per cent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least TWO HUNDRED SIXTY NINE DOLLARS and NINETY THREE CENTS (\$269.93) per month. First payment to be made on or before the 25th day of Sept., 1979, and thereafter on the 25th day of each and every month until the entire indebtedness has been paid; and said monthly payments shall be applied first to the said interest and then in reduction of said principal sum.

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

And Also, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to eatovers and that if the said Mortgagors shall neglect or refuse to keep said premises in repair, the Mortgagees may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagors to the Mortgagees hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon

And Also, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, insured against loss by fire and other casualties covered by the standard form of extended coverage for the benefit of the Mortgagees in a sum not less than the total due hereon from time to time and to take no insurance on said buildings not marked for the benefit of the Mortgagees and to pay all premiums on said insurance within thirty days after written notice of their being due shall have been given to the said Mortgagors.

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

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

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the Mortgagor S, to better secure payment of the said debt and the performance of the covenants in the said Bond, do grant and convey to the Mortgagees, their Heirs, Successors and Assigns, ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz south seventy-three (73) degrees west, fifty-six (56) perches to a stone; thence along lands of same south eleven (11) degrees east three (3) perches to a stone; thence along lands now or late of C. W. Hess North eighty-four (84) degrees west twenty-four and five tenths (24.5) perches to a post; thence along lands now or late of Wesley Hess North twenty-five and two tenths (25.2) perches to a post; thence along lands of same north forty-five and one-fourth (45-1/4) degrees east ten and six tenths (10.6) perches to a post; thence along land of same North eighty-three (83) degrees East, thirty-six and seven tenths (36.7) perches to a stone; thence along lands now or late of J. P. Fritz south thirty-five and one-half (35-1/2) degrees east, twenty-nine (29) perches to the place of beginning. CONTAINING eleven (11) acres and one hundred twenty (120) perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING out of and from tract above described one and one-half (1-1/2) acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, page 252, and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County, Deed Book 102, page 50.

ALSO EXCEPTING AND RESERVING premises conveyed to John D. H. Aten and Clara M. Aten, his wife, by deed dated September 8, 1976 and recorded in Deed Book 278, page 117, bounded and described as follows, to-wit:

BEGINNING at a p.k. nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife, thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess lands, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east 118.18 feet to an iron pin in line of land now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concret monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife, thence along said Gearhardt land and land now or formerly of Joseph Maroney, north 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714; thence south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

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with the appurtenances, reversions, remainders, rents, issues and profits.

To Have and to Hold TO THE SAID Mortgagees, their Heirs, Successors and Assigns forever.

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

And the said Mortgagor S do hereby covenant and agree to pay the said mortgage debt, with interest and all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

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

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

Witness the hand S and seal S of the said Mortgagor S the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Gerald E. Kocher
Gerald E. Kocher
Mary E. Lewis
Mary E. Lewis

Seal

Seal

Seal

Seal

Seal

Commonwealth of Pennsylvania
County of COLUMBIA

On this, the 14th day of August
a Notary Public
personally appeared Gerald E. Kocher and Mary E. Lewis
known to me (or satisfactorily proven) to be the person whose names are
instrument and acknowledged that they executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

A. D. 1979, before me
the undersigned Officer,

subscribed to the within

Barbara G. Doran
BARBARA G. DORAN, Notary Public
BLOOMSBURG, COLUMBIA COUNTY, PA. 17816
MY COMMISSION EXPIRES MARCH 31, 1982
Title of Officer

County of

On this, the day of
appeared
proven) to be the person whose name subscribed to the within instrument, and acknowledged that
he executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

A. D. 19 , before me
the undersigned Officer, personally
known to me (or satisfactorily

Title of Officer

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this
Mortgage is 10550 State Rd. 84, Parkway Drive 171, Park City West, Ft.
Lauderdale, Florida 33324

Attorney for MORTGAGEES

Charles R. Harkins, Jr.

RECORDED
COLUMBIA CO., PA.
TAX \$ 50.00 - FEE \$ 2.00
OCT 10 10 07 AM '79

Number 117
Mortgage
Common Sense

GERALD E. KOCHER, SINGLE,
and MARY E. LEWIS, SINGLE,

To

WALTER M. ELTZ and EVELYN
M. ELTZ, HIS WIFE.

Dated
Upon
To secure
Payable

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

Recorder
LARRY J. SMITH
SMITH, E. & KELLER
207 MARKET ST.
BLOOMSBURG, PENNA. 17816

Form No. 648 Legal Blank primary, Lancaster, Pa.

Commonwealth of Pennsylvania
County of Columbia 10:07 a.m.

Recorded on this 10th day of Oct. A. D. 1979, in the Re-
corder's Office of the said County in Mortgage Book Volume 197 Page 470

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

Marvin G. Bower

Recorder

This Indenture,

Made the 9th day of October in the year of our Lord one thousand nine hundred and seventy-nine (1979)

Between GERALD E. KOCHER, SINGLE, and MARY E. LEWIS, Single, both of Sugarloaf Township, Columbia County, Pennsylvania, and WILBUR D. KOCHER and ROSE K. KOCHER, his wife, both of the Borough of Benton, Columbia County, Pennsylvania, MORTGAGORS,

- A N D -

THE COLUMBIA COUNTY FARMERS NATIONAL BANK OF ORANGEVILLE, having its principal place of business in the Borough of Orangeville, Columbia County, Pennsylvania,

a Corporation existing and incorporated under the laws of the United States of America Mortgagee, of the other part,

Whereas, the said Gerald E. Kocher, Single and Mary E. Lewis, Single, and Wilbur D. Kocher and Rose K. Kocher, his wife,

The Mortgagors, in and by their certain obligation, under their hands and seals, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of TWENTY FOUR THOUSAND (\$24,000.00) DOLLARS, lawful money of the United States of America; conditioned that the said Mortgagors, their Heirs, Executors and Administrators shall and do well and truly pay, or cause to be paid unto the said Mortgagee, its certain Attorneys, Successors or Assigns, the sum of TWELVE THOUSAND (\$12,000.00) DOLLARS, payable within twelve (12) years from the date hereof, together with interest thereon at the rate of ten and one-half (10-1/2%) per cent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least ONE HUNDRED FORTY SIX DOLLARS and NINETY CENTS (\$146.90) per month. First payment to be made on or before the 9th day of November, 1979, and on the 9th day of each following month until the principal and interest are fully paid.

Mortgagors shall pay to the holder hereof a late charge of 5% of any monthly installments not received by the holder within 15 days after the installment is due.

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

And Also at all times, pay all taxes and keep the buildings erected upon the land herein described insured for the benefit of the Mortgagee in some good and reliable Stock Insurance Company or Companies, to the amount of at least Twelve Thousand (\$12,000.00) Dollars, and take no insurance out on said buildings not marked for the benefit of the Mortgagee.

And The Further Condition of this Obligation is such, that if at any time default shall be made in the payment of principal or interest as aforesaid, for the space of thirty days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagors, their

Heirs, Executors, Administrators or Assigns, the said principal sum shall, at the option, of the said Mortgagee, its Successors or Assigns, become due, and payment of the same, with the interest, taxes and costs of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per centum on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now This Indenture Witnesseth, that the said Mortgagors, as well for and in consideration of the aforesaid debt or sum of Twelve Thousand (\$12,000.00) Dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said Mortgagee, its Successors or Assigns, in the discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar, lawful money, aforesaid, unto the said Mortgagors, in hand paid by the said Mortgagee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, release and confirm unto the said Mortgagee, its Successors and Assigns, ALL THOSE

TWO CERTAIN pieces, parcels and tracts of land bounded and described as follows, to-wit:

TRACT NO. 1 - ALL THAT CERTAIN piece, parcel and lot of ground situate in the Township of Sugarloaf, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence by land now or late of Amandus Fritz South Seventy-three (73) degrees West, fifty-six (56) perches to a stone; thence along lands of same South eleven (11) degrees east three (3) perches to a stone; thence along lands now or late of C. W. Hess North Eighty-four (84) degrees West Twenty-four and five tenths (24.5) perches to a post; thence along lands now or late of Wesley Hess north twenty-five and two-tenths (25.2) perches to a post; thence along lands of same North forty-five and one-fourth (45-1/4) degrees east ten and six tenths (10.6) perches to a post; thence along land of same north eighty-three (83) degrees east, thirty-six and seven tenths (36.7) perches to a stone; thence along lands now or late of J. P. Fritz south Thirty five and one-half (35-1/2) degrees east, twenty-nine (29) perches to the place of beginning. CONTAINING eleven (11) acres and one hundred twenty (120) perches of land, be the same more or less.

BUT ALWAYS EXCEPTING AND RESERVING OUT of and from tract above described one and one-half (1-1/2) acres of land sold and conveyed to Sugarloaf Township School District by deed dated April 26, 1910, and recorded in Columbia County Deed Book 84, page 252, and always excepting and reserving out of and from tract or lot above described, four (4) acres of land sold and conveyed by Parvin Kile to C. W. Hess by deed dated April 12, 1921, and recorded in Columbia County, Deed Book 102, page 50.

ALSO EXCEPTING AND RESERVING premises conveyed to John D. H. Aten and Clara M. Aten, his wife, by deed dated September 8, 1976 and recorded in Deed Book 278 page 117, bounded and described as follows, to-wit:

BEGINNING at a p.k. nail in the middle of a bridge over Fishingcreek, in the center line of Legislative Route 714; thence south 71 degrees 46 minutes 19 seconds west along the center line of said Fishingcreek, 520.31 feet to a point in the center line of said Fishingcreek, and in line of lands now or formerly of Frederick Hess and Jane Hess, his wife, thence north 4 degrees 34 minutes 35 seconds east along the eastern line of said Hess land, 55.52 feet to an iron pin in line of land now or formerly of Elias Coval et al; thence along said Coval lands, north 49 degrees 49 minutes 35 seconds east, 118.18 feet to an iron pin in line of land, now or formerly of John D. H. Aten and Clara M. Aten, his wife; thence by the same north 49 degrees 49 minutes 35 seconds east, 56.71 feet to a railroad rail; thence by the same, north 87 degrees 34 minutes 35 seconds east, 108.00 feet to a concrete monument in line of land now or formerly of William Gearhardt and Ethel Gearhardt, his wife; thence along said Gearhardt land and land now or formerly of Joseph Maroney, North 87 degrees 34 minutes 35 seconds east, 349.78 feet to a p.k. nail on the bridge crossing Fishingcreek in the center line of L. R. 714; thence along the center line of said L. R. 714; south 18 degrees 13 minutes 41 seconds east, 21.28 feet to a p.k. nail, the place of beginning. CONTAINING .857 of an acre of land. This description prepared from a draft of survey of Orangeville Surveying Consultants August 27, 1976.

TRACT NO. 2 - ALL THAT CERTAIN piece and parcel of land situate in Benton Borough, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Colley and 2-1/2 Streets; thence along said 2-1/2 Street north 32 degrees 30 minutes east 50 feet to the corner of Lot No. 20; thence along said Lot No. 20 north 57-1/2 degrees west 72 feet to the line of lot of George McHenry; thence along lot of the said George McHenry south 32 degrees 30 minutes west 50 feet to Colley Street; thence along said Colley Street south 57-1/2 degrees east 72 feet to the place of beginning. BEING a portion of Lot No. 19 as shown on the plan of R.L.F. Colley's Addition to Benton.

Together with all and singular buildings hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof,

To Have and to Hold the said buildings hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances, unto the said Mortgagee, its Successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and assigns forever

And the said Mortgagors, for themselves, their Heirs and Assigns, do hereby covenant, promise and agree to and with the said Mortgagee, its Successors and Assigns, that if the said Mortgagors, their Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be lawful for the said Mortgagee, its Successors or Assigns, to insure the said buildings in the sum aforesaid and pay said taxes and shall recover the costs and expenses of such insurance and taxes in a suit upon this Mortgage.

Provided Always, nevertheless, that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns do and shall pay, or cause to be paid, unto the said Mortgagee, its Successors or Assigns, the said principal sum of \$12,000.00 Dollars, lawful money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee, its Successors or Assigns, when and as soon as the said principal sum shall in any event, become due and payable, as aforesaid, to file a complaint and action of mortgage foreclosure hereon and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance and taxes as aforesaid, together with an Attorney's commission of ten per centum on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Arthur M. Thomas

Gerald E. Kocher
Mary C. Lewis
Wilbur D. Kocher
Rose K. Kocher

Commonwealth of Pennsylvania
County of COLUMBIA

ss.

On this, the

9th

day of

October

A. D. 1979, before me
the undersigned Officer,

a Notary Public

appeared Gerald E. Kocher, Mary E. Lewis, Wilbur D. Kocher & Rose K. Kocher (for satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

Barbara G. Doran
BARBARA G. DORAN, Notary Public
BLOOMSBURG, COLUMBIA COUNTY, PA. 17815
MY COMMISSION EXPIRES MARCH 4, 1982
Title of Officer

State of

County of

ss.

On this, the

day of

A. D. 19

the undersigned Officer, personally
known to me (or satisfactorily

appeared

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

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

RECEIVED RECOPIER
COLUMBIA CO., PA.

TAX - \$0.50 FEE - \$0.75
OCT 10 10 08 AM '79

Mortgage
To A Corporation

From

GERALD E. KOCHER, SINGLE, &
RUTH E. LEWIS, SINGLE, &
WILBUR D. KOCHER & ROSE K.
KOCHER, HIS WIFE,

To

THE COLUMBIA COUNTY FARMERS
NATIONAL BANK OF ORANGEVILLE.

Dated
Upon
To secure
Payable

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

Recorder

Law Office of
SMITH EVES KOLLER & HARDING
227 Market Street
Bloombsburg, PA 17815

Form No. 197 Legal Blank Filersville Pa

Commonwealth of Pennsylvania

County of Columbia 10:08 a.m. ss.

Recorded on this

10th

day of

Oct.

A. D. 1979, in the

Recorder's Office of said County, in Mortgage Book

Volume

197

Page

474

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

Marvin G. Bower

Recorder

BOOK 197 : 477