

Dear Mr. Sharrow,

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

SHERIFF'S SALE

By virtue of a Writ of Execution No. 22 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in The Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on **THURS., MAY 21, 1981** at 2:00 o'clock P.M., in the afternoon of the said day, all the right, title and interest of the Defendant in and to:

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1 BEGINNING at a point on line of lands of H. C. Shuman; said point also being the northeast corner of land hereinafter described as Tract #2; THENCE by the northern boundary of Tract #2 South 71 degrees 40 minutes 00 seconds West, 896.59 feet; THENCE by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West, 195.77 feet to a point in the center of Township Route #646; THENCE by the center of said Township Route #646 North 1 degree 30 minutes 00 seconds West, 377.04 feet; THENCE by the southern boundary line of other lands of former Grantee North 71 degrees 40 minutes 00 seconds East, 979.99 feet; THENCE by lands of H. C. Shuman the following courses and distances: South 17 degrees 30 minutes 00 seconds East, 123.24 feet; South 7 degrees 30 minutes 00 East, 330.00 feet; Due South 424.18 feet to the place of beginning; containing 19.267 acres.

TRACT NO. 2 BEGINNING at a point on the northern edge of U. S. Route #11; said point being a common corner of lands of former grantor and H. C. Shuman; THENCE by the northern edge of U. S. Route #11 South 71 degrees 40 minutes 00 seconds West, 845.50 feet; THENCE by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West, 204.22 feet to the southwest corner of Tract #1; THENCE by the southern line of Tract No. 1 North 71 degrees 40 minutes 00 seconds East, 896.59 feet; THENCE by lands of H. C. Shuman due South 27.92 feet; THENCE by the same South 18 degrees 00 minutes 00 seconds East, 173.50 feet to the place of beginning; CONTAINING 3.982 acres.

BEING the same premises conveyed by Gaylord M. Cryder, et al. to Twin Hills Development Corporation, by deed dated May 3rd, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book Page .

LESS HOWEVER, those certain parcels of land that have been released from the aforesaid description as follows:

1. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania and being Lot Number 31 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252, on June 22, 1977. Said release being released in 1977.

2. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being lot number 24 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252, on June 22, 1977. Said release being released in 1977.

3. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania and being Lot No. 7 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated August 15th, 1977.

4. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 30 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 6th, 1977.

5. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 28 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 27, 1977.

6. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 18 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated October 12, 1977.

7. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 11 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated October 13, 1977.

8. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 3 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated October 13, 1977. (contains spec-house)

9. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 3 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated November 30, 1977.

10. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 32 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated November, 1977.

11. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 9, Lot No. 13 Lot No. 21, Lot No. 33 and on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated May 9th, 1978.

12. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 2 and on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated August 31, 1978.

13. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 16 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 6th, 1978.

14. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 12 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated February 15th, 1979.

15. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 4 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated March 24, 1979.

16. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 8 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated April 24th, 1979.

17. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 15 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated May 31, 1979.

18. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 22 on a Plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated June 5, 1979.

It is the intention of the Mortgagee herein to execute on ALL LAND remaining in the name of Twin Hills Development Corporation after ALL the portions released have been taken out of same and whatsoever remains shall be included in this description.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on **MAY 29**, 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. Twin Hills Development Corporation.

SAID PREMISES WILL BE SOLD BY:

VICTOR VANDLING
SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

SUSQUEHANNA SAVINGS AND	)	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION,	)	OF COLUMBIA COUNTY
)	
<u>Plaintiff,</u>	)	CIVIL ACTION/LAW
	)	IN MORTGAGE FORECLOSURE
vs.)	
)	
TWIN HILLS DEVELOPMENT CORP.,)	
)	
<u>Defendant.</u>	)	No. 1929 of 1980

R U L E

AND NOW, this 29th day of May, 1981, upon the foregoing motion of Gailey C. Keller, Esquire, a Rule is hereby granted upon the Plaintiff to show cause why the Sheriff's Sale involving a parcel of real estate owned by Twin Hills Development Corporation conducted on May 21, 1981, should not be set aside.

A pre-hearing conference to be held on the Friday 12th day of June, 1981. at 10:30 A.M. at which time Ret. Judge John J. Bodley shall preside. All proceedings to be stayed in the meanwhile.

BY THE COURT:

15/ Jay W. Meyer
P. J.

SUSQUEHANNA SAVINGS AND	)	IN THE COURT OF COMMON PLEAS	
LOAN ASSOCIATION,	)	OF COLUMBIA COUNTY	
)		
<u>Plaintiff,</u>	)	CIVIL ACTION/LAW	
vs.	)	IN MORTGAGE FORECLOSURE	
)		
TWIN HILLS DEVELOPMENT CORP.,)		
)		
<u>Defendant.</u>	)	No. 1929	of 1980

PETITION TO
SET ASIDE SHERIFF'S SALE

AND NOW, comes UNITED PENN BANK, your Petitioner,
 by its attorneys, Hourigan, Kluger and Spohrer Associates,
 and Gailey C. Keller, Esquire, who respectfully represents
 that:

1. The Petitioner is a banking corporation duly
 organized and conducting business under the laws of the
 Commonwealth of Pennsylvania, having its principal office
 located at 8-18 West Market Street, Wilkes-Barre, Luzerne
 County, Pennsylvania, 18701.

2. The Plaintiff is a savings and loan association
 lawfully operating and existing under the laws of the United
 States of America and Commonwealth of Pennsylvania with its
 principal offices located at 31 West Market Street, Wilkes-
 Barre, Pennsylvania, 18701.

3. Your petitioner is the holder of a first mortgage
 on a parcel of real estate more particularly described in
 Exhibit "A" attached hereto and made a part hereof. Said
 mortgage is dated June 13, 1979, and recorded in Columbia

County Mortgage Book 195 at page 703.

4. Said parcel of real estate was part of the premises conveyed by Gaylord M. Cryder, et al, to Twin Hills Development Corporation by deed dated May 3, 1977, and recorded in Columbia County Deed Book 281 at page 142.

5. On May 21, 1981, the Sheriff of Columbia County, pursuant to a writ of execution filed by the Plaintiff, sold to the Plaintiff for taxes and costs all of the real estate of Twin Hills Development Corporation described in Columbia County Deed Book 281, at page 142, less certain parcels of real estate conveyed out by Twin Hills Development Corporation or released by the Plaintiff from its mortgage. A partial list of these parcels was included in the legal description submitted by the Plaintiff with its writ of execution.

6. The parcel described in Exhibit "A" was not listed as one of those parcels conveyed out by Twin Hills Development Corporation or released by the Plaintiff.

7. The description initially submitted by the Plaintiff to the Sheriff of Columbia County with its writ of execution appeared to include the real estate described in Exhibit "A" which was released from the operation of Plaintiff's mortgage by the Plaintiff prior to the sale.

8. The description published by the Sheriff of Columbia County did not list the property in Exhibit "A" as an exception and appeared to include said property in the Sheriff's Sale.

9. The effect of this mis-description or failure to properly list the exceptions and reservations of this

sale by the Plaintiff in its writ of execution and in the Sheriff's Sale description was:

- (a) invalidate the Sheriff's levy on said real estate;
- (b) give improper notice of the sale to the public;
- (c) give improper notice to prospective bidders at the sale.

WHEREFORE, your Petitioner respectfully requests that this Honorable Court set aside the sale, meanwhile, all proceedings to be stayed.

HOURIGAN, KLUGER & SPOHRER
ASSOCIATES

By:


Brion W. Kelley, Esq.


GAILLEY C. KELLER, ESQ.

Attorneys for Petitioner

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

BEGINNING at a point on the northern edge of U. S. Route 11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LUZERNE)

A F F I D A V I T

EMMANUEL J. ZIOBRO, being duly sworn according to law, deposes and states that he is the Vice President of UNITED PENN BANK, that as such Officer, he has the authority to execute this Affidavit on its behalf; and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

Emmanuel J. Ziobro, V.P.

EMMANUEL J. ZIOBRO

Sworn to and subscribed
before me this 29th day
of May, 1981.

Gladys Trevethan

NOTARY PUBLIC

GLADYS TREVETHAN, NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY
MY COMMISSION EXPIRES (APRIL) 8, 1984
Member, Pennsylvania Association of Notaries

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank B. Berman~~, 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

Phone: 717-784-1991
Extension 42

P. O. Box 380, BLOOMSBURG, PA. 17815 May 8, 19 81

Victor B. Vandling, Sheriff

TO REGISTER AND RECORDER OF COLUMBIA COUNTY, PENNA. DR
COURT HOUSE

All fees belong to the County and must be paid in advance

Copywork, RE: Sheriff Sale of Twin Hills Development
Corporation,

\$19 00

BB

Beverly J. Michael
acting
RECORDER



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

March 23, 1981

SUSQUEHANNA SAVINGS ASSOCIATION

VS

TWIN HILLS DEVELOPMENT CORPORATION
a Pennsylvania Corporation

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 22 of 1981 E.D.
WRIT OF EXECUTION

SERVICE ON Twin Hills Develop Corp (Leo J. Yodock)

On March 20, 1981 at 10:05 A.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, Twin Hills Develop.
Corp. (Leo J. Yodock) at the office of the Columbia County Sheriff's
Dept., Courthouse, Bloomsburg by Deputy Sheriff Linda D. Mowery.
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Linda D. Mowery
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.

Memorandum from the desk of


Sheriff Victor B. Vandling

To Atty. Joseph Serling

Date 3/19/81

Subject Susquehanna Savings Association
vs
Twin Hills Development Corp.
No. 22 of 1981 E.D.

1. For your information and guidance Sheriff's Sale in the matter has been scheduled for Thursday, May 21, 1981 at 2:00 P.M.
2. Official notification will follow via Sale Bills after receipt from Printer and posting made.
3. Any questions can be directed to the undersigned.


A. J. Zale, Chief
Deputy for
Victor B. Vandling

SOUTH CENTRE TOWNSHIP TAX COLLECTOR

621

60-1476
313

JUNE 25, 19 81

PAY TO THE ORDER OF VICTOR VANDLING (SHERIFF COLUMBIA COUNTY)

\$88 ⁰⁰/₁₀₀

EIGHTY EIGHT ⁰⁰/₁₀₀

DOLLARS



The Columbia County
Farmers National Bank
of Orangeville, Pa. 17859
Orangeville - Benton - South Centre - Sweet Valley

FOR DOUBLE BILLED ON TWIN HILLS
SHERIFF SALE

Walter M. Shan

⑈000621⑈ ⑆031314765⑆ ⑈6874691⑈

01



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. MENBINDER, DEPUTY
LINDA D. MOWERY, DEPUTY

July 1, 1981

Joseph Serling, Esq.
960 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

Re: Susquehanna Savings & Loan Assn.
vs.
Twin Hills Development Corp.
No. 22 of 1981 E.D.

Dear Mr. Serling,

On May 21, 1981 Sheriff's Sale was held in the captioned case. On June 16, 1981 distribution was made in accordance with the schedule. Included was payment of \$137.28 to Harold W. Sharrow, Tax Collector for South Centre Twp. This amount arrived at via copies of tax notice for the said property requested and received prior to sale.

On June 25, 1981, Mr. Sharrow forwarded Check No. 621 in the amount of \$88.00 as monies being returned, indicating property was inadvertently "double billed" (referring to sale involving five previous properties sold via Sheriff's Sale on May 7, 1981). We recognize these monies to be those of the plaintiff/buyer of said property for taxes and costs incurred. As agent for the plaintiff a check in the amount of \$88.00 payable to Susquehanna Savings Association is forwarded to you for presentation to the proper bank authorities. Please accept our apologies for any inconvenience caused.

Any questions in the matter should be directed to the undersigned.

Very truly yours,


A. J. Zale,
Chief Deputy Sheriff

AJZ/lma

Enclosure

SOUTH CENTRE TOWNSHIP TAX COLLECTOR

621

PAY TO THE ORDER OF VICTOR VANDLING (SHERIFF COLUMBIA COUNTY) JUNE 25, 19 81 \$88.00
EIGHTY EIGHT AND 00/100 DOLLARS



The Columbia County
Farmers National Bank
OF Orangeville, Pa. 17859
Orangeville · Benton · South Centre · Sweet Valley

FOR DOUBLE BILLED ON TWIN HILLS
SHERIFF SALE

David M. Shan

⑈00062⑈⑈⑈031314765⑈⑈687469⑈⑈

01

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4460

PAY TO THE ORDER OF Susquehanna Savings & Loan Association July 1, 19 81 \$ 88.00
Eighty-Eight and 00/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR SUSQ. SAV & LOAN ASSN vs Twin Hills, etc. Victor B. Vandling
No. 22 of 1981 E.D.
Overcharge of Tax due ⑈031305936⑈ 572⑈810⑈0⑈ 05

SHERIFF'S SALE

ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

ALL BIDS MUST BE ACCOMPANIED WITH A 50% DOWN PAYMENT, IN CASH OR CHECK, AND THAT IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK, WE WILL PROSECUTE TO THE FULLEST EXTENT OF THE LAW. ALL BIDS MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON Thursday, May 20, 1981, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER ON A PIECE OF PROPERTY DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON May 20, 1981, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY Thursday, May 20, 1981, ONE WEEK FROM TODAY.

IF A PRICE IS RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COST.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS AND PARTIES IN INTEREST THAT THE SHERIFF WILL ON May 29, 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.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and $\frac{1}{2}$ % THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 50,796.46, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 50,796.46, WHICHEVER IS HIGHER.

READ ATTACHED MEMO FROM Atty. Serling (Para. #19)

BUYER:

Sus. Sav. Ass.

AMOUNT (BID):

997.72

POUNDAGE:

19.95

\$ 1017.67

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

AREA CODE 717
TELEPHONE 823-2181

May 4, 1981

Victor Vandling, Sheriff
Columbia County Court House,
Bloomsburg, Penna. 17815

RE: Twin Hills Development Corp.
Sale date, Thursday, May 21st, 1981
2:00 o'clock P.M.

Dear Sheriff:

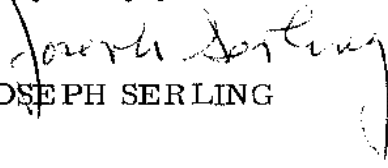
The descriptions of various lots released from the main description does not include Lots #6 and #14, these releases were not included in error. Therefore, Paragraph 19 of said description will read as follows:

"That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being lots #6 and 14 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22nd, 1977. Said Release being dated June 5th, 1979."

It is suggested that this additional paragraph 19 be mentioned at the Sheriff's Sale on Thursday, May 21st, 1981.

Thanking you for your cooperation, I am.

Very truly yours,


JOSEPH SERLING

JS/cr

cc: Franklin E. Kepner, Jr. Esq.

See Rec of Mtg, Tract #1 - 4 pg. 482, rec'd 10-14-77
See Rec of Mtg, Misc Bk 57, pg 491 - rec'd 11-16-77
See Rec of Mtg, Misc Bk 59 pg. 470 rec'd 5/16/78
See Rec of Mtg, Misc Bk 60 pg. 230, rec'd 8/29/78
See Rec of Mtg, Misc Bk 60 pg. 314 rec'd 9-6-78

THIS MORTGAGE is made this 5th day of May 1977, between the Mortgagor, **TWIN HILLS DEVELOPMENT CORPORATION**, R.D. #2, Berwick, Pennsylvania (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 **One hundred seventy thousand (\$170,000.00)** Dollars, which indebtedness is evidenced by Borrower's note dated **May 5, 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 **May 5, 1979**

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 described property located in the County of **Columbia** State of Pennsylvania:

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING at a point on line of lands of H. C. Shuman; said point also being the northeast corner of land hereinafter described as Tract #2; THENCE by the northern boundary of Tract #2 South 71 degrees 40 minutes 00 seconds West, 896.59 feet; THENCE by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West, 195.77 feet to a point in the center of Township Route #646; THENCE by the center of said Township Route #646 North 1 degree 30 minutes 00 seconds West, 300 feet; THENCE by the same North 8 degrees 10 minutes 00 seconds West, 377.04 feet; THENCE by the southern boundary line of other lands of former Grantee North 71 degrees 40 minutes 00 seconds East, 979.99 feet; THENCE by lands of H. C. Shuman the following courses and distances: South 17 degrees 30 minutes 00 seconds East, 123.24 feet; South 7 degrees 30 minutes 00 seconds East, 330.00 feet; Due South 424.18 feet to the place of beginning; containing 19.267 acres.

TRACT NO. 2: BEGINNING at a point on the northern edge of U. S. Route #11; said point being a common corner of lands of former grantor and H. C. Shuman; THENCE by the northern edge of U. S. Route #11 South 71 degrees 40 minutes 00 seconds West, 845.50 feet; THENCE by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West, 204.22 feet to the southwest corner of Tract #1; THENCE by the southern line of Tract No. 1 North 71 degrees 40 minutes 00 seconds East, 896.59 feet; THENCE by lands of H. C. Shuman Due South 27.92 feet; THENCE by the same South 18 degrees 00 minutes 00 seconds East, 173.50 feet to the place of beginning; containing 3.982 acres.

BEING the same premises conveyed by Gaylord M. Cryder, et al, to Twin Hills Development Corporation, the Mortgagor herein, by deed dated **May 3, 1977** and about to be recorded in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

This is a purchase money mortgage.
TO BE IMPROVED with two single family spec houses

which has the address of **South Centre Township, Columbia County,**
[Street] [City]
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 coverage in any title insurance policy insuring Lender's interest in the Property.

See Rec of Mtg, Misc Bk 57, pg 491, rec'd 11-16-77
See Rec of Mtg, Misc Bk 59, pg 470, rec'd 5/16/78
See Rec of Mtg, Misc Bk 60, pg 230, rec'd 8/29/78
See Rec of Mtg, Misc Bk 60, pg 314, rec'd 9-6-78
See Rec of Mtg, Misc Bk 57, pg 491, rec'd 11-16-77
See Rec of Mtg, Misc Bk 59, pg 470, rec'd 5/16/78
See Rec of Mtg, Misc Bk 60, pg 230, rec'd 8/29/78
See Rec of Mtg, Misc Bk 60, pg 314, rec'd 9-6-78

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.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to 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.

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.

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 lien 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.

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

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 feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

183 660

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 balance of the proceeds paid to Borrower.

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

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 Waiver. 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 herein 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 herein, 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 cure 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 failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform 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 at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

AND the said Twin Hills Development Corporation, doth hereby constitute and appoint Leo J. Yodock, Jr. President, to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN TESTIMONY WHEREOF, the said Twin Hills Development Corporation has caused this Indenture to be signed by its President, attested by its Secretary, and affixed hereunto the common and corporate seal of the said Corporation, that it was so affixed by order of the Board of Directors of said Corporation, and that they signed their names hereto by like order, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

TWIN HILLS DEVELOPMENT
CORPORATION

By:

Leo J. Yodock, Jr. (SEAL)
President

ATTEST:

Frank H. Yodock (SEAL)
Secretary

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) 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 pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

---Borrower

Borrower:

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 5th day of May, 1977, before me, a Notary Public, the undersigned officer, personally appeared, Leo J. Yodock, Jr., President, the Attorney named in the foregoing Indenture of Mortgage, and by virtue of and in pursuance of the authority conferred upon him, acknowledged the said Mortgage to be the act and deed of the said Twin Hills Development Corporation.

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

My Commission expires:
12/12/79.

NOTARY PUBLIC

Title of Officer

My commission expires 12/12/79. Berwick, PA.

I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings Association is 14 West Market Street, Wilkes-Barre, Pa.

Joseph Serling.

Attorney for Mortgagee

Columbia

Recorded in the Office for Recording of Deeds in and for the County of Luzerne, Commonwealth of Pennsylvania in Mortgage Book No. 183 Page 659, etc.

In Witness my hand and Seal of Office this
3:08 p.m.

6th day of May, 1977
Marvin G. Bower

No. 105	RECEIVED BY RECORDER COLUMBIA CO., PA. 50 FEE 950	MAY 6 3 08 PM '17	I hereby certify that the within and Seal of Office this 3:08 p.m.	6th day of May, 1917 <i>Marvin T. Bower</i>
<h1 style="margin: 0;">Mortgage</h1>				
<p>TWIN HILLS DEVELOPMENT CORPORATION</p> <p>TO</p> <p>Susquehanna Savings Association</p>				
<p>DATE: May 5 1917</p>				
<p>PREMISES: South Centre Township, Pennsylvania</p>				
<p>REAL DEBT: \$170,000.00</p>				
<p>MONTHLY PAYMENT: Interest Only; Entire principal payable within 5 years (3) years from date hereof.</p>				
<p>Joseph Serling Attorney for Association</p>				
<p>960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania</p> <p style="text-align: right;"><i>Kucka</i></p>				

See Release of mtg in Misc BK 56 pg 417
rec'd 6-29-77 Marver, T. Bauer

This Indenture,

Made the -----5th-----day of -----May-----, in the year of our Lord,
One Thousand nine Hundred and seventy-seven (1977).

Between--TWIN HILLS DEVELOPMENT CORPORATION, with principal
offices located at R. D. #2, Berwick, Columbia County, Pennsylvania,
a corporation created and existing under and by virtue of the laws of the State of--Pennsylvania,
MORTGAGOR, ----- party of the first part

And--GREAT NORTHERN CORPORATION, with principal offices located at
R. D. #2, Fleetwood, Pennsylvania,-----
a corporation created and existing under and by virtue of the laws of the State of --Pennsylvania--
MORTGAGEE, -----party of the second part

Whereas, the said--Twin Hills Development Corporation,-----

The Mortgagor, in and by its certain obligation, under its corporate seal, duly executed, bearing even
date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of -----
Two Hundred Thousand and 00/100-- (\$200,000.00) -----
Dollars, lawful money of the United States of America; conditioned that the said Mortgagor -- its Successors
or Assigns, 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--One Hundred Thousand and 00/100-- (\$100,000.00)
Dollars with interest at the rate of seven (7%) per cent per annum,
payable principal and interest as follows:

A minimum payment of \$12,000.00 on principal per annum, said payment
to be due on or before May 5, 1978 and the 5th day of May for
each year thereafter.

In addition, interest shall be paid at least semi-annually on the
unpaid principal balance. Mortgagor shall also pay the sum of
\$2,000.00 upon the release of any lot by Mortgagee, said payments to be
credited toward the \$12,000.00 minimum annual payment. Mortgagee agrees to
release each lot requested upon payment of the sum of \$2,000.00
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 describ-
ed, insured for the benefit of the Mortgagee -- ----- in some good and reliable Stock Insurance
Company or Companies, to the amount of at least --One Hundred Thousand and 00/100--
(\$100,000.00) Dollars----- and take no insurance out on
said buildings, not marked for the benefit of the Mortgagee, Great Northern Corporation.

And the further condition of the said Obligation is such, that if at any time default shall be made in
the payment of ----- principal and -----
interest as aforesaid, for the space of--30--days after any payment thereof shall fall due or if a breach
of any other of the foregoing conditions be made by the said Mortgagor --its Successors 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 cost of insurance due thereon, as aforesaid, together with an At-
torney's commission of ten per cent, on the said principal sum, besides costs of suit, may be enforced and
recovered at once.

Now this Indenture Witnesseth that the said Mortgagor --as well for and in consideration
of the said debt or sum of--One Hundred Thousand and 00/100--
(\$100,000.00) Dollars and for the better
securing the payment of the same, with interest as aforesaid, unto the said Mortgagee; its Successors or As-
signs, 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 Mortgagor--in hand paid by the Mortgagee, the receipt where-
of is hereby acknowledged, does hereby grant, bargain, sell, release and confirm unto the said Mortgagee
its Successors and Assigns.

ALL those certain pieces or parcels of land situate in the
Township of South Centre, County of Columbia and State of Pennsylvania,
bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point in the center of Township
Route #646; said point also being the northwest corner of other lands

See Rel. of Mtg. Misc. Bk 60 pg. 380. rec'd 9-11-78

See Rel. of Mtg. Misc. Bk 61 pg. 756 rec'd 3/23/79

See Rel. of Mtg. Misc. Bk 61 pg. 1001 rec'd 4/30/79

of Grantors; then by the center of said Township Route #646 the following courses and distances: North 8 degrees 10 minutes 00 seconds West 149.96 feet; North 36 degrees 40 minutes 00 seconds West 100.00 feet; North 61 degrees 40 minutes 00 seconds West 802.00 feet; North 30 degrees 00 minutes 00 seconds West 500.00 feet; then by lands of Ida Leiby and Frank Keller North 63 degrees 39 minutes 09 seconds East 1676.37 feet; then by lands of Frank Keller and H. C. Shuman South 17 degrees 30 minutes 00 seconds East 1549.86 feet; then by the northern boundary of other lands of Grantors South 71 degrees 40 minutes 00 seconds West 979.99 feet to the place of beginning; containing 44.836 acres.

BEING the same premises conveyed to the Mortgagor herein by deed of Gaylord M. Cryder, Unmarried, et al, dated May 3, 1977 and about to be recorded simultaneously with this mortgage.

TRACT NO. 2: BEGINNING at a point on line of lands of H. C. Shuman; said point also being the northeast corner of land hereinafter described as Tract #2; then by the northern boundary of Tract #2 South 71 degrees 40 minutes 00 seconds West 896.59 feet; then by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West 195.77 feet to a point in the center of Township Route #646; then by the center of said Twp. Route #646 North 1 degree 30 minutes 00 seconds West 300 feet; then by the same North 8 degrees 10 minutes 00 seconds West 377.04 feet; then by the southern boundary line of other lands of Grantees North 71 degrees 40 minutes 00 seconds East 979.99 feet; then by lands of H. C. Shuman the following courses and distances: South 17 degrees 30 minutes 00 seconds East 123.24 feet; South 7 degrees 30 minutes 00 seconds East 330.00 feet; due South 424.18 feet to the place of beginning; containing 19.267 acres.

TRACT NO. 3: BEGINNING at a point on the northern edge of U. S. Route #11; said point being a common corner of lands of the grantor and H. C. Shuman; then by the northern edge of U. S. Route #11 South 71 degrees 40 minutes 00 seconds West 845.50 feet; then by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West 204.22 feet to the southwest corner of Tract #1; then by the southern line of Tract #1 North 71 degrees 40 minutes 00 seconds East 896.59 feet; then by lands of H. C. Shuman Due South 27.92 feet; then by the same South 18 degrees 00 minutes 00 seconds East 173.50 feet to the place of beginning; containing 3.982 acres.

TRACT NO. 2 and Tract No. 3 are the same premises conveyed to the Mortgagor herein by deed of Gaylord M. Cryder, Unmarried, et al, dated May 3, 1977 and about to be recorded simultaneously with this mortgage.

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

To Have and to Hold the said --lot or piece of ground-----
hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances-----
----- unto the said
Mortgagee --, its successors and assigns, to and for the only proper use and behoof of the said Mortgagee --,
its successors and assigns, forever .

And the said Mortgagor -- for itself and its successors and assigns, does hereby covenant, promise
and agree to and with the said Mortgagee -- its successors and assigns, that if the said Mortgagor --, its suc-
cessors or assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be law-
ful 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 or taxes in a suit upon this Mortgage .

Provided always, nevertheless, that if the said Mortgagor --, its successors or assigns do and shall
pay or cause to be paid, unto the said Mortgagee --, its successors or assigns the said principal sum of
One Hundred Thousand and 00/100-----
----- (\$100,000.00) ----- Dollars, lawful money, aforesaid, on the day and
time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, cost and
charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of any-
thing 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 ----above-----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 sue out forthwith a writ or writs of Scire Facias upon this Indenture of Mortgage; 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 (10%)
per cent. on said principal sum, besides costs of suit, without stay of or exemption from execution or other
process with a full release of errors.

And the said--Twin Hills Development Corporation-----doth
hereby constitute and appoint --Leo J. Yodock, Jr.-----
to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this
Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such
acknowledgment, to the intent that the same may be duly recorded.

In Testimony Whereof, the said--Twin Hills Development Corporation-----
has caused this Indenture to be signed by its President, attested by its Secretary and
affixed hereunto the common and corporate seal of the said Corporation, that it was
so affixed by order of the Board of Directors of said Corporation, and that they signed
their names hereto by like order, the day and year first above written.

TWIN HILLS DEVELOPMENT CORPORATION

Signed, Sealed and Delivered
in the presence of

John M. Keller

By: *Leo J. Yodock, Jr.*

President

Attest:

James H. Yodock



Commonwealth of Pennsylvania
County of Columbia

ss.

I hereby certify that on this -----5th-----day of-----May-----in
the year of our Lord, one thousand nine hundred and --seventy-seven-----
before me, the subscriber, --a Notary Public-----
personally appeared --Leo J. Yodock, Jr.-----the Attorney
named in the foregoing Indenture of Mortgage and by virtue of and in pursuance
of the authority therein conferred upon him, acknowledged the said Indenture of
Mortgage to be the act and deed, of the said --Twin Hills Development Corporation.

Witness my hand and notarial-----seal the day and year aforesaid.

John M. Kuchka
Commission expires 12/12/79.
Berwick, Columbia County, Penna.

RECORDED BY RECORDER
COLUMBIA CO. PA.
TAX \$50.00 FEE 7.50
MAY 6 3 12 PM '77

#106

Mortgage

Corporation to a Corporation

TWIN HILLS DEVELOPMENT

CORPORATION

To

GREAT NORTHERN CORPORATION

Dated May 5, 1977

Upon

To secure - - \$ 100,000.00

Payable --See within.

JOHN M. KUCHKA, ESQUIRE
132 East Front Street
Berwick, PA 18603

Form No 109 - Legal Blank Printers, Lancaster, Pa

Commonwealth of Pennsylvania
County of Columbia

3:12 p.m.

ss.

Recorded in the Office for Recording of Deeds, Mortgages, etc., in and for the
County of Columbia In Mortgage Book Volume 183 Page 664

Witness my hand and seal of Office, this 6th day of May

A. D. 1977

Marvin G. Bower

Recorder

This Indenture,

Made the 13th day of June, in the year of our Lord,
One Thousand nine Hundred and seventy-nine (1979).

Between --TWIN HILLS DEVELOPMENT CORPORATION, a Pennsylvania corporation, with offices located at 7205 New Berwick Highway, Bloomsburg, Columbia County, Pennsylvania, MORTGAGOR,
a corporation created and existing under and by virtue of the laws of the State of Pennsylvania----- party of the first part
And--UNITED PENN BANK, of Wilkes-Barre, Pennsylvania,-----

a corporation created and existing under and by virtue of the laws of the State of Pennsylvania,
MORTGAGEE,----- party of the second part .

Whereas, the said Twin Hills Development Corporation-----

The Mortgagor, in and by its certain obligation, under its corporate seal, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of Three hundred forty thousand and 00/100--- (\$340,000.00)----- Dollars, lawful money of the United States of America; conditioned that the said Mortgagor , its Successors or Assigns, 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 One hundred seventy thousand and 00/100 (\$170,000.00) dollars payable principal and interest as follows:

The interest on the mortgage will be paid monthly as billed, said remaining balance of principal and interest to be paid on or before the 13th day of June, 1982. Interest rate will be 12 1/2% per annum, loan for a term of three years.

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 One hundred seventy thousand and 00/100 (\$170,000.00)----- dollars, and take no insurance out on said buildings, not marked for the benefit of the Mortgagee .

And the further condition of the said Obligation is such, that if at any time default shall be made in the payment of principal and----- interest as aforesaid, for the space of 30--- days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagor , its Successors 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 cost of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per cent. on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now this Indenture Witnesseth that the said Mortgagor --, as well for and in consideration of the said debt or sum of One hundred seventy thousand and 00/100----- (\$170,000.00)----- 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 Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, release and confirm unto the said Mortgagee its Successors and Assigns.

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1: BEGINNING at a point located in the center of Township Route #646, then along the center line of said Township Route the following courses and distances: north 13 degrees 20 minutes 02 seconds west 262.46 feet; north 08 degrees 14 minutes 52 seconds west 66.86 feet; north 13 degrees 28 minutes 36 seconds west 63.16 feet; north 19 degrees 01 minutes 56 seconds west 44.42 feet; north 30 degrees 46 minutes 28 seconds west 37.29 feet; north 47 degrees 14 minutes 40 seconds west 57.87 feet; north 55 degrees 14 minutes 55 seconds west 102.12 feet; north 61 degrees 55 minutes 17 seconds west 180.37 feet to a point in the center of Township Route #646; then running along Section #3 of Lion Hills subdivision north 63 degrees 32 minutes 09 seconds east 1186.97 feet to a point on line of lands of Frank A. and Angeline Keller; then by lands of Frank Keller and H. C. and Marqueen Shuman south 17 degrees 30 minutes 00 seconds east 901.95 feet; then along Section #1 of Lion Hills subdivision south 71 degrees 40 minutes 00 seconds west 979.99 feet to the place of beginning. Containing 19.012 acres of land.

BEING a portion of the same premises conveyed to the mortgagor herein by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 139 on May 6, 1977.

TRACT NO. 2: BEGINNING at a point on the northern edge of U. S. Route 11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route 11 south 71 degrees 40 minutes 00 seconds west 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township north 30 degrees 00 minutes 00 seconds west 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation north 71 degrees 40 minutes 00 seconds east 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation south 14 degrees 20 minutes 00 seconds east 200.49 feet to the place of beginning. Containing 3.091 acres of land.

BEING a portion of Tract No. 2 conveyed to Twin Hills Development Corporation by deed of Gaylord M. Cryder, unmarried, et al, dated May 3, 1977, and recorded in Columbia County Deed Book Volume 281 at Page 142 on May 6, 1977.

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

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

And the said Mortgagor --, for itself and its successors and assigns, does hereby covenant, promise
and agree to and with the said Mortgagee , its successors and assigns, that if the said Mortgagor --, its suc-
cessors or assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be law-
ful 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 or taxes in a suit upon this Mortgage .

Provided always, nevertheless, that if the said Mortgagor --, its successors or assigns do and shall
pay or cause to be paid, unto the said Mortgagee , its successors or assigns the said principal sum of
One hundred seventy thousand and 00/100 (\$170,000.00) -----

----- Dollars, lawful money, aforesaid, on the day and
time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, cost and
charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of any-
thing 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 sue out forthwith a writ or writs of Scire Facias upon this Indenture of Mortgage; 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 cent. on said principal sum, besides costs of suit, without stay of or exemption from execution or other
process with a full release of errors.

And the said Twin Hills Development Corporation ----- doth
hereby constitute and appoint Leo J. Yodock, Jr. -----
to be its attorney, for it and in its name, and as and for its corporate act and deed to acknowledge this
Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such
acknowledgment, to the intent that the same may be duly recorded.

In Testimony Whereof, the said Twin Hills Development Corporation -----
has caused this Indenture to be signed by its President, attested by its Secretary and
affixed hereunto the common and corporate seal of the said Corporation, that it was
so affixed by order of the Board of Directors of said Corporation, and that they signed
their names hereto by like order, the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Richard J. Tracy
Lamela A. DeGeorge

Attest:

Leo J. Yodock, Jr.
James H. Yodock

President

Secretary

Commonwealth of Pennsylvania
County of Columbia.

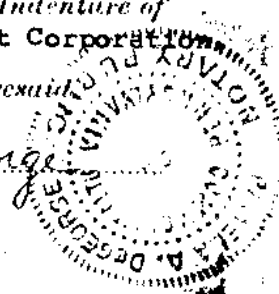
ss.

I hereby certify that on this 13th day of June, in the year of our Lord, one thousand nine hundred and seventy-nine (1979).

before me, the subscriber, a Notary Public----- the Attorney personally appeared Leo J. Yodock, Jr.----- named in the foregoing Indenture of Mortgage and by virtue of and in pursuance of the authority therein conferred upon him, acknowledged the said Indenture of Mortgage to be the act and deed, of the said Twin Hills Development Corporation.

Witness my hand notarial----- seal the day and year aforesaid.

Lamela A. DeGeorge
My commission expires 11-8-82



REC'D BY RECORDER
COLUMBIA CO. PA.

TAX -- 50.00 FEE -- 1.00

JUN 13 3 27 PM '79

4154
Mortgage

Corporation to a Corporation

TWIN HILLS DEVELOPMENT

CORPORATION

To

UNITED PENN BANK

Dated June 13, 1979

Upon

To secure - - \$170,000.00

Payable - see within

Kuchka & Irey
132 East Front Street
Berwick, PA 18603

Form No 109 - Legal Blank Primary, Lancaster Pa

Commonwealth of Pennsylvania
County of Columbia

3:27 p.m.

ss.

Recorded in the Office for Recording of Deeds, Mortgages, etc., in and for the
County of In Mortgage Book Volume 195 Page 703

Witness my hand and seal of Office, this 13th day of June

A. D. 1979

Marvin G. Bower

Recorder

MORTGAGE

THIS MORTGAGE is made this 13th day of J U N E 1979, between the Mortgagor, TWIN HILLS DEVELOPMENT CORPORATION Bloomaburg, Pennsylvania (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 FORTY TWO THOUSAND FIVE HUNDRED (\$42,500) Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on DECEMBER 1980

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 described property located in the County of C O L U M B I A State of Pennsylvania:

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

BEGINNING at an iron pin on the eastern edge of Amron Drive; said pin being the southwest corner of Lot #24 and the northwest corner of land described herein; then by Lot #24 South 77 degrees 10 minutes 25 seconds East 187.60 feet to an iron pin; then by lands of H. C. Shuman due South 190 feet to an iron pin; then by other lands of the grantors South 71 degrees 40 minutes 00 seconds West 40 feet to an iron pin; then by Lot #22 North 43 degrees 43 minutes 54 seconds West 248.53 feet to an iron pin on the edge of Amron Drive; then by Amron Drive on a curve to the left having a radius of 139.09 feet an arc distance of 70.76 feet to the place of beginning;

CONTAINING 30,680.64 square feet.

SUBJECT to covenants and restrictions for Lion Hills Development.

BEING the same premises conveyed by Gaylord M. Cryder, unmarried, et al., to Twin Hills Development Corporation, by deed dated May 3, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book Volume 281, at page 142 on May 6, 1977.

TO BE IMPROVED with a single family dwelling,

which has the address of Lot 23 Lion Hills Development, Bloomsburg, S. Centre Twp.,
Columbia County (Street) (City)
Pennsylvania (State and Zip Code) (herein "Property Address");

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.

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 holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to 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 lien 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 Mortgage.

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by 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 feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this 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; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to 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

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 balance of the proceeds paid to Borrower.

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

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 Waiver. 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 herein 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 herein, 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 cure 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 failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform 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 at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

195 691

AND THE said Twin Hills Development Corporation, doth hereby constitute and appoint Leo J. Yodock, Jr., President, to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this Mortgage before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

IN TESTIMONY WHEREOF, the said Twin Hills Development Corporation, has caused this Indenture to be signed by its President, attested by its Secretary, and affixed hereto the common and corporate seal of the said Corporation, that it was so affixed by order of the Board of Directors of said Corporation, and that they signed their names hereto by like order the day and year first above written.

Signed, Sealed and Delivered
in presence of:

Pamela A. DeGage

TWIN HILLS DEVELOPMENT CORPORATION

BY:

Leo J. Yodock, Jr.
President

(SEAL)

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Attest:

James H. Yodock
Secretary

(SEAL)

(SEAL)

Know all Men by these Presents.

That I, VICTOR E. VANDLING, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of _____ dollars to me in

hand paid, do hereby grant and convey to STEQUERANNA SAVINGS ASSOCIATION a Pennsylvania Corporation

ALL those certain pieces or parcels of land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1 BEGINNING at a point on line of lands of H. C. Shuman; said point also being the northeast corner of land hereinafter described as Tract #2; THENCE by the northern boundary of Tract #2 South 71 degrees 40 minutes 00 seconds West, 896.59 feet; THENCE by lands of South Centre Township North 29 degrees 00 minutes 00 seconds West, 135.77 feet to a point in the center of Township Route #846; THENCE by the center of said Township Route #846 North 1 degree 30 minutes 00 seconds West, 377.04 feet; THENCE by the southern boundary line of other lands of former Grantee North 11 degrees 40 minutes 00 seconds East, 970.39 feet; THENCE by lands of H. C. Shuman the following courses and distances: South 17 degrees 30 minutes 00 seconds East, 123.24 feet; South 7 degrees 30 minutes 00 seconds East, 330.00 feet; due South 424.18 feet to the place of beginning; containing 12.267 acres.

TRACT NO. 2 BEGINNING at a point on the northern edge of U. S. Route #22; said point being a common corner of lands of former grantor and H. C. Shuman; THENCE by the northern edge of U. S. Route #22 South 71 degrees 40 minutes 00 seconds West, 845.50 feet; THENCE by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West, 204.22 feet to the southwest corner of Tract #1; THENCE by the southern line of Tract No. 1 North 71 degrees 40 minutes 00 seconds East, 906.59 feet; THENCE by lands of H. C. Shuman due South 27.92 feet; THENCE by the same South 18 degrees 00 minutes 00 seconds East, 173.50 feet to the place of beginning; containing 3.982 acres. BEING the same premises conveyed by Gaylord M. Cryder, et al., to Twin Hills Development Corporation, by deed dated May 3rd, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book _____ Page _____.

LESS HOWEVER, those certain parcels of land that have been released from the aforesaid description as follows:

1. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania and being Lot Number 31 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252, on June 22, 1977. Said release being released in 1977.

2. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot Number 24 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being released in 1977.

3. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania and being Lot Number 7 on a plan known as Lion Hills, prepared by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated August 15th, 1977.

4. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 30 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 6, 1977.

5. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 28 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 27, 1977.

6. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 18 on a plan known as Lion Hills prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated October 12, 1977.

7. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 11 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated October 18, 1977.

8. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 8 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. (contains spec house)

9. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 3 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated November 30, 1977.

10. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 22 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated November, 1977.

11. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 9, Lot No. 13, Lot No. 21 and Lot No. 23 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants, recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated May 3th, 1978.

12. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 2 and on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated August 31, 1978.

13. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 16 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated September 6th, 1978.

14. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 12 on a plan the same having been sold by me to the said grantee on the

day of Anno Domini one thousand nine hundred and , after due advertisement according to law, under and by virtue of a writ of

issued on the day of Anno Domini one thousand nine hundred and out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as of Term, one thousand nine hundred and Number , at the suit of

PAGE THREE OF DEED

known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated February 25th, 1979.

15. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 4 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated March 24th, 1979.

16. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 8 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release dated April 24th, 1979.

17. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 15 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated May 31, 1979.

18. That certain land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot No. 22 on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252 on June 22, 1977. Said release being dated June 5, 1979.

LESS HOWEVER, all those certain parcels of land that have been released of record from the aforesaid description and withdrawn prior to the Sale, Sheriff having made the announcement of such withdrawals prior to the Sale of the property and announced it was not to be included in said sale, which are as follows:

19. All those certain lots situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, and being Lot Nos. 10, Lot No. 20, Lot No. 23, Lot No. 25, Lot No. 26, Lot No. 29, Lot No. 34, Lot No. 35, Lot No. 6, Lot No. 14, on a plan known as Lion Hills, prepared for Twin Hills Development Corporation by Orangeville Surveying Consultants recorded in Map Book 4, page 252, and said lots released being recorded and shown on the margin of the Mortgage to Susquehanna Savings Association from Twin Hills Development Corporation dated May 5th, 1977 and recorded in Mortgage Book 183, page 639.

20. All that certain piece or parcel of land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northern edge of U. S. Route #11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route #11 South 71 degrees 40 minutes 00 seconds West 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township North 30 degrees 30 minutes 00 seconds West 204.22 feet to a point at the southwest corner of other lands of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation North 71 degrees 40 minutes 00 seconds East 700.78 feet to a point at the northwest

PAGE FOUR OF DEED

corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation South 14 degrees 20 minutes 00 seconds East 200.49 feet to the place of beginning. Containing 3.091 acres of land, said release being dated June 15th, 1970, and recorded in Misc. Volume 62, page 215.

It is the intention of the Mortgagee herein to execute on ALL LAND remaining in the name of Twin Hills Development Corporation after ALL the portions released have been taken out of same and whatsoever remains shall be included in this description.

GIVEN UNDER MY HAND AND THE SEAL OF THE STATE OF TEXAS, THE DATE ABOVE WRITTEN.

Recorder

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the 21st day of May 19 81, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Susquehanna Savings Association

for the price or sum of \$997.72 plus \$19.95 Poundage
Nine Hundred Ninety Seven and 72/100----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

SHERIFF'S COST:	
Sale Cost	\$71.25
Poundage	19.95
	\$ 91.20
Press-Enterprise	703.84
Henrie Printing	42.85
Prothonotary of Columbia County	13.00
Recorder of Columbia County	29.50
Harold W. Sharrow, Tax Collector, S. Centre Twp.	137.28

Susquehanna Savings Assn.
vs.
Twin Hill Development Corp.,
A Pennsylvania Corporation

No. 1929 of 1981 J.D.
No. 22 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa.)
May 29, 1981)

So answers
VICTOR B. VANDLING
Sheriff

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the 21st day of May 19 81, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Susquehanna Savings Association

for the price or sum of \$997.72 plus \$19.95 Poundage
Nine Hundred Ninety Seven and 72/100----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

SHERIFF'S COST:

Sale Cost	\$71.25	
Poundage	19.95	
		\$ 91.20
Press-Enterprise		703.84
Henrie Printing		42.85
Prothonotary of Columbia County		13.00
Recorder of Columbia County		29.50
Harold W. Sharrow, Tax Collector, S. Centre Twp.		137.28

Susquehanna Savings Assn.

vs.

Twin Hill Development Corp.,
A Pennsylvania Corporation

No. 1929 of 1981 J.D.

No. 22 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
May 29, 1981

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

SUSQUEHANNA SAV. ASSN. vs TWIN HILLS DEVELOPMENT CORP.

THURSDAY, MAY 21, 1981 @ 2:00 PM NO. 22 OF 1981

WRIT OF EXECUTION:

Judgement --- Principal	\$ <u>44,336.53</u>	<u>TOTAL</u>
Insurance		
Interest from <u>12/80</u> to <u>3/81</u>	<u>997.56</u>	
Real Estate Tax		
Interest from _____ to _____		
_____ days @ \$ _____ per day		

Total..... 45,334.09 \$ _____

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)	<u>10.00</u>
Pro. Pd.	<u>14.50</u>
Shff. V.	
Judg. Fee	<u>6.00</u>
Atty. Fee	<u>TAX .50</u>
Satisfaction	

Total.....\$ 31.00 \$ 31.00

ATTORNEY FEES

Total.....\$ 4,433.65 \$ 4,433.65

SHERIFF'S COST OF SALE:

Docket & Levy	<u>16.75</u>
Service of Notice	<u>5.00</u>
Postage	
Posting of Sale Bills (Bldg., Office, Lobby etc.)	<u>15.00</u>
Advertising, Sale Bills	<u>5.00</u>
Advertising, Newspapers	<u>5.00</u>
Mileage	<u>5.50</u>
Crying/Adjourn of Sale	<u>5.00</u>
Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)	
Sheriff's Deed (executing & registering)	<u>20.00</u>

Total.....\$ 71.25

Morning Press (Ads)	<u>351.92</u>
Berwick Enterprise (Ads)	<u>351.92</u>
Henrie Printing	<u>42.85</u>
Finance Charges	

Total.....\$ 746.69

Prothonotary - List of Liens	<u>10.00</u>
Deed	<u>3.00</u>

Total.....\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit plus Copywork (11 9.00)	<u>29.50</u>
State Stamps	
Realty Transfer Stamps	

Total.....\$ _____

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19 <u>81</u>	
School Taxes, District _____, 19 _____	
Parcel #1 <u>12-05-9-3-1-y</u>	<u>88.00</u>
Parcel #2 <u>12-05-9-3-A</u>	<u>49.28</u>
Parcel #3 _____	
Parcel #4 _____	

Total.....\$ 137.28

SEWERAGE RENT DUE:

Municipality _____ for 19 _____	\$ _____
---------------------------------	----------

Total.....\$ 997.72

Poundage 19.95

Cost to Buyer \$1017.67

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the 21st day of May 19 81, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Susquehanna Savings Association

for the price or sum of \$997.72 plus \$19.95 Poundage. Nine Hundred Ninety Seven and 72/100----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

SHERIFF'S COST:	
Sale Cost	\$71.25
Poundage	19.95
	\$ 91.20
Press-Enterprise	703.84
Henrie Printing	42.85
Prothonotary of Columbia County	13.00
Recorder of Columbia County	29.50
Harold W. Sharrow, Tax Collector, S. Centre Twp.	137.28

Susquehanna Savings Assn.
vs.
Twin Hill Development Corp.,
A Pennsylvania Corporation

No. 1929 of 1981 J.D.
No. 22 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
May 29, 1981 }

So answers
VICTOR B. VANDLING
Sheriff

JOSEPH SERLING,
530 UNITED PENN BANK
WILKES-BARRE, PA. 18711

1069

PAY
TO THE
ORDER OF

MAY 21 19 51

60-56
313

\$ 1017

DOLLARS

JOSEPH SERLING, ATTORNEY-AT-LAW

FIRST EASTERN BANK

Wilkes-Barre, Pa.

FOR *2271181* *1017 67*

001069 031300562 437 376 7



REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER _____
PAGE NUMBER _____
DATE RECORDED _____

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Twin Hills Development Corporation by the Sheriff of Columbia County

GRANTOR (S)

ADDRESS

ZIP CODE

Susquehanna Savings Association, Wilkes-Barre, Pa. 18701

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

South Centre Township

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 997.72

HIGHEST ASSESSED VALUE \$ Tract 1 \$ 4000.00

Tract 2 \$ 2240.00

FAIR MARKET VALUE \$ Tract 1 \$ 12000.00

REALTY TRANSFER TAX PAID \$ None

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

Mortgage Holder exempt - Act 253-1978.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

SECTION III
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse, Bldg. - Sheriff

SUCCESSFUL BIDDER Susquehanna Savings Association, Wilkes-Barre, Pa.

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 6240.00
JUDGEMENT PLUS INTEREST	\$ 45,334.09		
BID PRICE		\$ 997.72	
PRIOR RECORDED LIEN	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
UNPAID REAL ESTATE TAXES	\$ 137.28	\$	
WATER RENT DUE	\$ -----	\$	
SEWAGE RENT DUE	\$ -----	\$	
ATTORNEY FEES	\$ 4,433.65	\$	
OTHER (COSTS, ETC.)	\$ 891.44	\$	
TOTAL	\$ 50,796.46	\$ 997.72	\$ 6240.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____ 19____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____ 19____

ALL OF THE INFORMATION ENTERED
ON BOTH SIDES OF THIS AFFIDAVIT IS
TRUE, FULL AND COMPLETE TO THE
BEST OF MY KNOWLEDGE, INFORMATION
AND BELIEF.

[Signature]
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORPORATION

Court of Common Pleas of Columbia County, Pennsylvania

1st National Bank of Micanagua

versus

Twin Hills Development Corp.

No. 1755 of Term, 19. 79.
Real Debt \$29,785.00
Interest from 10-1-79
Commission
Costs
Judgment entered 10-25-79
Date of Lien 11-1-79
Nature of Lien Note

1st National Bank of Micanagua

versus

Twin Hills Development Corp.

No. 1756 of Term, 19. 79.
Real Debt \$16,100.00
Interest from 10-1-79
Commission
Costs
Judgment entered 10-25-79
Date of Lien 10-1-79
Nature of Lien Note

1st National Bank of Micanagua

versus

Twin Hills Development Corp.

No. 1757 of Term, 19. 79.
Real Debt \$17,250.00
Interest from 10-1-79
Commission
Costs
Judgment entered 10-25-79
Date of Lien 10-1-79
Nature of Lien Note

United Penn Bank

versus

Twin Hills Development Corp.

No. 2011 of Term, 19. 79.
Real Debt \$40,000.00
Interest from 11-9-79
Commission
Costs
Judgment entered 12-7-79
Date of Lien 11-9-79
Nature of Lien Note

Universal Suppliers, Inc.

versus

Twin Hills Development, Inc.

See Exhibit 5, Tab 1

No. 932 of Term, 19. 80
Real Debt \$5,151.83
Interest from 2-22-80
Commission
Costs
Judgment entered 6-11-80
Date of Lien 2-22-80
Nature of Lien Note

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORP.

Court of Common Pleas of Columbia County, Pennsylvania.

Poloron Homes, Inc.

versus

Twin Hills Development Corp.

Et Al Leo S. Yodick, Jr.

No. 979 of Term, 19. 80.
Real Debt ||\$25,000.00...
Interest from 5-9-80 ||
Commission ||
Costs ||
Judgment entered 6-18-80
Date of Lien 5-9-80
Nature of Lien Note

Donald Reichart Lumber &

Supplies, Inc.

versus

Twin Hills Development Corp.

Wagon

No. 1567 of Term, 19. 80.
Real Debt ||\$21,384.40...
Interest from 8-1-80 ||
Commission ||
Costs ||
Judgment entered 10-8-80
Date of Lien 8-1-80
Nature of Lien Note

Faxon Lumber Company

versus

Twin Hills Development Corp.

No. 174 of Term, 19. 81.
Real Debt ||\$ 8,900.00...
Interest from 2-2-81 ||
Commission ||
Costs ||
Judgment entered 2-9-81
Date of Lien 2-2-81
Nature of Lien Note

Susquehanna Savings Association

versus

Twin Hill Development Corp.

No. 1925 of Term, 19. 80.
Real Debt ||\$48,552.09...
Interest from 3-1-81 ||
Commission ||
Costs ||
Judgment entered 2-20-81
Date of Lien 3-1-81
Nature of Lien Default Judgment

Susquehanna Savings Association

versus

Twin Hills Development Corp.

No. 1926 of Term, 19. 80.
Real Debt ||\$ 48,630.33...
Interest from 3-1-81 ||
Commission ||
Costs ||
Judgment entered 2-20-81
Date of Lien 3-1-81
Nature of Lien Default Judgment

LIST OF LIENS

VERSUS

.....TWIN HILLS DEVELOPMENT CORP.

..... Court of Common Pleas of Columbia County, Pennsylvania.

.....Susquehanna Savings Association.....

versus

.....Twin Hills Development Corp.

No.1927... of Term, 19...80
Real Debt ||\$48,535.35...
Interest from ...3-1-81..... ||
Commission ||
Costs ||
Judgment entered 2-20-81.....
Date of Lien 3-1-81.....
Nature of Lien Default Judgment.....

.....Susquehanna Savings Association.....

versus

.....Twin Hills Development Corp.

No.1928... of Term, 19...80.
Real Debt ||\$55,172.90...
Interest from ...3-1-81..... ||
Commission ||
Costs ||
Judgment entered 2-20-81.....
Date of Lien 3-1-81.....
Nature of Lien Default judgment.....

.....Susquehanna Savings Association.....

versus

.....Twin Hills Development Corp.

No.1930... of Term, 19...80.
Real Debt ||\$48,458.04...
Interest from ...3-1-81..... ||
Commission ||
Costs ||
Judgment entered 2-20-81.....
Date of Lien 3-1-81.....
Nature of Lien Default Judgment.....

.....Donald E. Bower, Inc.

versus

.....Twin Hills Development Corp.

No.301... of Term, 19...81.
Real Debt ||\$34,908.63.
Interest from ...2-27-81..... ||
Commission ||
Costs ||
Judgment entered 3-9-81.....
Date of Lien 2-27-81.....
Nature of Lien Note.....

.....Susquehanna Savings Assoc.

versus

.....Twin Hills Development Corp.

No.1929... of Term, 19...81
Real Debt ||\$4,336.53...
Interest fromDec..1980..... ||
Commission ||
Costs ||
Judgment entered 3-18-81.....
Date of Lien 12-3-80.....
Nature of Lien Default Judgment.....

LIST OF LIENS

VERSUS

TWIN HILLS DEVELOPMENT CORP.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pa.

versus

Twin Hills Development Corp.

No. 406 of Term, 19 81
Real Debt ||\$ 430.62
Interest from ||
Commission ||
Costs ||
Judgment entered 3-23-81
Date of Lien
Nature of Lien State Tax Lien

Commonwealth of Pa.

versus

Twin Hills Development Corp.

No. 437 of Term, 19 81
Real Debt ||\$ 921.69
Interest from || x921.69xx
Commission ||
Costs ||
Judgment entered 3-26-81
Date of Lien
Nature of Lien State Tax Lien

United Penn Bank

versus

Twin Hills Development Corp.

No. 578 of Term, 19 81
Real Debt ||\$ 50,000.00
Interest from 9-24-80 ||
Commission ||
Costs ||
Judgment entered 4-21-81
Date of Lien 9-24-80
Nature of Lien Note

versus

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

versus

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

351.92 Morning Press
351.92 Berwick Enterprise
Balance Due 703.84

PRESS-ENTERPRISE, INC.
111 W. Main St., P. O. Box 210
Bloomsburg, Pa. 17815

Twin Hills Development

Victor Vandling

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4355

May 22, 19 81

60-593
313

PAY TO THE ORDER OF Press-Enterprise, Inc.

\$ 703.84

*****Seven Hundred Three and 84/100*****

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR "Legal Ads" No. 22 of 1981ED
Susq. Savings vs. Twin Hills

⑆031305936⑆

572"810"0"

05

Victor B. Vandling
J. M.



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

April 20, 1981

Susquehanna Savings Association
vs
Twin Hills Development Corp.,
a Pennsylvania Corp.

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 22 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On April 20, 1981 at 9:30 A.M. _____, posted a copy of the SHERIFF'S
SALE bill on the property of Twin Hills Development Corporation, 7205 New
Berwick Highway, Bloomsburg, Pa.
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff Lee F. Mensinger.

So Answers:

Lee F. Mensinger
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

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

AREA CODE 717
TELEPHONE 823-2181

May 20, 1981

Victor Vandling, Sheriff
Columbia County Court House,
Bloomsburg, Penna. 17815

RE: Twin Hills Development Corp.
Execution No. 22 of 1981
Sale date Thursday, May 21, 1981 at 2 P. M.

Dear Sheriff:

Please be advised that the following additional lots in the Township of South Centre, County of Columbia, and State of Pennsylvania have been released from the Susquehanna Savings Mortgage which is being foreclosed upon on date aforesaid and will not be sold by the Sheriff:

Lot #	10
Lot #	20
Lot #	23
Lot #	25
Lot #	26
Lot #	29
Lot #	34
Lot #	35
Lot #	6
Lot #	14

Together with the following described lot containing 3-091 acres of land and being part of tract #3 described as follows:

All that certain piece or parcel of land situate in the Township of South Centre, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern edge of U. S. Route #11; said point being at the southwest corner of other lands of Twin Hills Development Corporation; then by the northern edge of U. S. Route #11 South 71 degrees 40 minutes 00 seconds West 645.50 feet to a point in line of lands of South Centre Township; then by lands of South Centre Township North 30 degrees 00 minutes 00 seconds West 204.22 feet to a point at the southwest corner of other lands

Victor Vandling, Sheriff

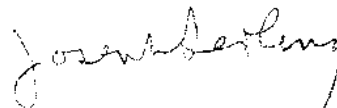
-2-

JOSEPH SERLING, ESQUIRE

of Twin Hills Development Corporation; thence by other lands of Twin Hills Development Corporation North 71 degrees 40 minutes 00 seconds East 700.78 feet to a point at the northwest corner of other lands of Twin Hills Development Corporation; then by other lands of Twin Hills Development Corporation South 14 degrees 20 minutes 00 seconds East 200.43 feet to the place of beginning. Containing 3.021 acres of land.

Attached hereto also is a description of 6 parcels remaining to be sold by the Sheriff, attached hereto MARKED EXHIBIT "A" and made a part hereof by reference thereto.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joseph Serling".

JOSEPH SERLING

JS/cr
Enclosure

666
100-17

HOURIGAN, KLUGER & SPOHRER
ASSOCIATES

ALLAN M. KLUGER
GEORGE A. SPOHRER
JOSEPH A. QUINN, JR.
ROBERT G. DECKER
RICHARD M. GOLDBERG
ARTHUR L. PICCONE
JOSEPH P. MELLODY, JR.
WILLIAM F. ANZALONE
DAVID W. SABA
ROBERT N. OPEL, II
NEIL L. CONWAY
BRION W. KELLEY
ANTHONY J. LUMBIS
CHESTER F. DUOICK, JR.
JOSEPH F. NOWICKI
MARY LOUISE FABER
JOHN P. SANDERSON

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES - BARRE, PENNA. 18701
825-9401 AREA CODE 717
OF COUNSEL
ANDREW HOURIGAN, JR.
JARRETT W. JENNINGS

June 9, 1981

Prothonotary
Columbia County Court House
Bloomsburg, PA 17815

RE: SUSQUEHANNA SAVINGS & LOAN
ASSOC. v. TWIN HILLS DEVELOP-
MENT CORP.
No. 1929 of 1980

Dear Sir:

Enclosed herewith is a Praecipe for Discontinuance of a
Petition filed to the above-captioned matter. Also, enclosed is
my check in the amount of Three (\$3.00) Dollars to cover the costs
of filing.

Thank you for your cooperation.

Very truly yours,

HOURIGAN, KLUGER & SPOHRER
ASSOCIATES

BRION W. KELLEY, ESQ.

BWK/cz
Enclosures

cc: Gailey C. Keller, Esq.

P.S. Please return a time-stamped copy to us in the enclosed
envelope.

SUSQUEHANNA SAVINGS AND
LOAN ASSOCIATION,

Plaintiff

vs.

TWIN HILLS DEVELOPMENT CORP.,

Defendant

: IN THE COURT OF COMMON PLEAS
: OF COLUMBIA COUNTY

: CIVIL ACTION - LAW

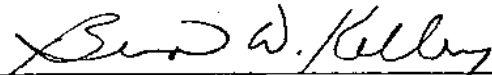
: IN MORTGAGE FORECLOSURE

: No. 1929 of 1980

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please discontinue the Petition to Set Aside Sheriff's
Sale filed by the United Penn Bank in the above-captioned matter
without prejudice.

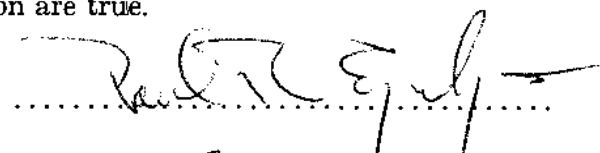
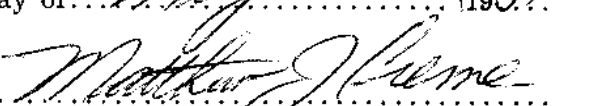


Brion W. Kelley, Esquire
Attorney for Petitioner, United
Penn Bank

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Faul R. Eyerly III
....., being duly sworn according to law deposes and says
that The Morning Press is a newspaper of general circulation with its principal office and place
of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, and
was established on the 1st day of March, 1902, and has been published daily (except Sundays
and Legal Holidays). continuously in said Town, County and State since the date of its estab-
lishment; that hereto attached is a copy of the legal notice or advertisement in the above en-
titled proceeding which appeared in the issue of said newspaper on.....
..... April 29, May 6, 13....., 19...⁸¹ exactly as printed and published; that the
affiant is one of the owners and publishers of said newspaper in which legal advertisement or
notice was published; that neither the affiant nor The Morning Press are interested in the sub-
ject matter of said notice and advertisement, and that all of the allegations in the foregoing
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 13th day of May 1981


.....

(Notary Public)

My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1981
Member, Pennsylvania Association of Notaries

And now,..... 19...., I hereby certify that the advertising and publication
charges amounting to \$..... for publishing the foregoing notice, and the fee for this af-
fidavit have been paid in full.

FOR COLUMBIA COUNTY					DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	4000	18.00	70.56		72.00	29.20
TWP R.E.		4.00	15.68		16.00	17.60
PAY THIS AMOUNT THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			APR 30 IF PAID BEFORE	JUN 30 IF PAID BEFORE	JULY 1 IF PAID AFTER	96.80
PENALTY A PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 10% ACCT NO. 27275 PARCEL 12-05-9-3-1-y L-10.85ac 4,000			THIS TAX RETURN TO COURT HOUSE JANUARY 22, 1982			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT					TOTAL 4,000	

TAX NOTICE
 SOUTH CENTRE TWP
 MAKE CHECKS PAYABLE TO:
 HAROLD W. SHARROW
 6555 2ND ST (LIME RIDGE)
 BLOOMSBURG, PA. 17815

HOURS MON, TUE, THURS & FRI
 1 TO 5 AFTER NOV 1, THUR ONLY
 OTHER HRS BY APPOINTMENT
 PHONE 784-0173

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M A TWIN HILLS DEVELOPMENT CORP
 1 7205 NEW BERNICK HWY 17815
 T O BLOOMSBURG, PA.

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY					DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	2240	18.00	39.51		40.32	44.35
TWP R.E.		4.00	8.78		8.96	9.86
PAY THIS AMOUNT THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			APR 30 IF PAID BEFORE	JUN 30 IF PAID BEFORE	JULY 1 IF PAID AFTER	54.21
PENALTY A PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 10% ACCT NO. 50215 PARCEL 12-05-9-3-A L-44.836 AC 2,240			THIS TAX RETURN TO COURT HOUSE JANUARY 22, 1982			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT					TOTAL 2,240	

TAX NOTICE
 SOUTH CENTRE TWP
 MAKE CHECKS PAYABLE TO:
 HAROLD W. SHARROW
 6555 2ND ST (LIME RIDGE)
 BLOOMSBURG, PA. 17815

HOURS MON, TUE, THURS & FRI
 1 TO 5 AFTER NOV 1, THUR ONLY
 OTHER HRS BY APPOINTMENT
 PHONE 784-0173

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M A TWIN HILLS DEVELOPMENT CORP
 1 7205 NEW BERNICK HWY 17815
 T O BLOOMSBURG, PA.

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ENVELOPE WITH YOUR PAYMENT

VICTOR B. VANDLING
 SHERIFF OF COLUMBIA COUNTY
 PENNSYLVANIA

4419

Pay TO THE ORDER OF Harold W. Sharrow, Tax Collector \$ 137.28
One Hundred Thirty Seven and 28/100 DOLLARS

June 16, 1981

60-593
313



Bloomsburg Bank-COLUMBIA TRUST CO.
 Bloomsburg, Pa.

For Susa. Sav Assn B3 Twin Hills, etc.
No. 22 of 1981 E.D.
1981 Court, TWP R.E. 031305936

Victor B. Vandling 98
 572-810-00 05

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

... Paul R. Eyerly III, being duly sworn according to law deposes and says that Berwick Enterprise is a newspaper of general circulation with its principal office and place of business in the Town of Berwick, County of Columbia and State of Pennsylvania, and was established on the 6th day of April, 1903, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on
April 29, May 6, 13, 19 81 .. exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this . 13th . day of . May . 19 81 .

Paul R. Eyerly III
.....
Matthew J. Creme
.....
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1981

And now, 19, I hereby certify that the advertising and publication charges amounting to \$. for publishing the foregoing notice, and the fee for this affidavit have been paid in full.