

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

AREA CODE 717  
TELEPHONE 823-2181

May 15, 1981

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

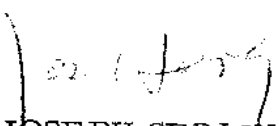
RE: Petal Boutique, Inc.  
Mortgage Foreclosure  
No. 31 of 1981

Dear Sheriff:

Pursuant to our telephone conversation please stay the execution on the above captioned sale which was set for June 11th, 1981.

Please forward to me a copy of the costs incurred up to date.

Very truly yours,

  
JOSEPH SERLING

OFFICE OF SHERIFF  
COUNTY OF COLUMBIA  
MAY 19 10 09 AM '81  
SHERIFF  
CHIEF DEPUTY

JS/cr



Susquehanna Savings Association

WILKES-BARRE, PA.



812667698

50-1042  
223

Pay

EXACTLY \$93 AND 15 CTS

TO  
THE  
ORDER  
OF

Sheriff of Columbia County

DATE

AMOUNT

5/19/81

\$93.15

DRAWER, SUSQUEHANNA SAVINGS ASSOCIATION

*Lee Casper*  
AUTHORIZED SIGNATURE

TO CITIBANK (N&W YORK STATE), N.A.

⑆0223⑆ 1042⑆ 8⑆403479 812667698

PLEASE DETACH BEFORE DEPOSITING

812667698

Charge:

Mortgage #90080920

Petal Boutique Inc.

1626 Fairview Ave.

Berwick, Pa. 18603

\$93.15

5/19/81

Paid to Sheriff of Columbia County

Costs to have Sheriff Sale stayed

ap

*Check no. 4350  
5/20/81  
\$500.00  
ATTN: Seeling  
Advance Cost Refund*

Susquehanna Savings Association





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

May 18, 1981

Joseph Serling  
Attorney at Law  
960 United Penn Bank Bldg.  
Wilkes-Barre, Pa. 18701

Re: Petal Boutique, Inc.  
Mortgage Foreclosure  
No. 31 of 1981

Dear Mr. Serling,

We have received your memo dated May 15, 1981 informing us to "Stay the Execution" on the captioned sale.

Costs incurred by this department include \$10.75 docket and levy, \$10.00 service, \$17.40 mileage, \$10.00 advertising for newspaper and sale bill (preparation), \$15.00 for posting sale bills plus \$30.00 to Henrie Printing for Sale Bills, a total of \$93.15.

For your information it is noted you have also paid in the Prothonotary's office a total of \$62.35 in fees.

Please advise if you desire to have \$93.15 costs deducted from your \$500.00 advance cost deposit with the remainder returned to you. Otherwise remit these costs to the Columbia County Sheriff's Department and we will return the \$500.00 initially filed to you.

Very truly yours,

  
A. J. Zale  
Chief Deputy Sheriff

AJZ/l dm

**TAX NOTICE**

BERNICK BOROUGH  
 MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
 114 MULBERRY ST.  
 BERNICK, PA. 18603

HOURS: MON 9:00 TO 12:00 MON,  
 TUE, THUR & FRI 9 TO 5  
 FRI 9 TO 8 DURING DISCOUNT  
 PHONE 752-7442 ONLY

TAXES ARE PAID BY THE PROPERTY OWNER'S REQUESTED

M PETAL BOUTIQUE, INC  
 1 1626 FAIRVIEW AVENUE  
 7 BERNICK, PA 18603

FOR OFFICE & RECORD - PHONE 414-410-4000

FOR COLUMBIA COUNTY  
 DATE 03/01/81  
 BILL NO. 03914

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	5500	18.00	97.16	99.00	108.90
TWP/BORO R.E.		17.00	51.43	93.50	98.18
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.			188.69	192.50	207.08

PAY THIS AMOUNT



IF PAID BEFORE

JUN 30

JULY 1  
 IF PAID AFTER

PENALTY APPROPRIATE DESCRIPTION  
 COUNTY 10% TWP/BORO %  
 ACCT NO. 38019  
 PARCEL 24.4-5-75-1

THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1982

L-112,9X160  
 COMMERCIAL  
 \$ 154  
 SEC'D BY

TOTAL \$ 503

By virtue of a Writ of Execution No. 34 of 1981, issued out of the Court of Common Pleas of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Columbia County, Pennsylvania, on THURSDAY, JUNE 11, 1981 at 2:30 o'clock P. M., in the afternoon of the said day, all the right, title and interest of the Defendant in and to:

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

BEGINNING at a point on the southerly side of Fairview Avenue, twenty-two and one-half (22 1/2) feet East of the northeasterly corner of Lot Number Eighty-six (86); THENCE along the southerly side of Fairview Avenue in an easterly direction, one hundred twelve and one-half (112 1/2) feet to the northwesterly corner of Lot Number Ninety (90); THENCE southerly along said Lot Number Ninety (90), a distance of one hundred sixty (160) feet to a fifteen (15) foot alley; THENCE along the northerly side of said alley in a westerly direction, one hundred twelve and one-half (112 1/2) feet; THENCE in a northerly direction along other land of Albert C. Sweeney, one hundred sixty (160) feet to Fairview Avenue, the place of beginning.

SAME being and comprising the easterly one-half (1/2) of Lot Number Eighty-Seven (87) and Lots Number Eighty-Eight (88) and Eighty-Nine (89) of the Berwick Land and Improvement Company's Addition to West Berwick.

BEING the same premises conveyed by E. C. Wideman, III and Jeanne C. Wideman, his wife, to Petal Boutique, Inc., by deed dated December 9, 1976, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 279 Page 501.

IMPROVED with a business property which has the address of 1626 Fairview Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on June 15, 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. Petal Boutique, Inc., a Penna. Corp.

SAID PREMISES WILL BE SOLD BY:

VIC TOR VANDLING  
SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

4/27/81 Copies to:  
HENTIE PRINTING.  
P - E, Legal Ads (Wednesdays) May 20, 27 & June 3, 1981. Affidavits please !!!  
Connie Gingham, Tax Collector, Berwick Boro.  
Chris Klinger, Municipal Authority (Sewerage Officer) Berwick Boro.



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

May 8, 1981

Susquehanna Savings  
 Association  
 vs  
 Petal Boutique, Inc.

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 538 of 1981 E.D.  
 WRIT OF EXECUTION  
 (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On May 8, 1981 at 8:45 A.M. \_\_\_\_\_, posted a copy of the SHERIFF'S  
 SALE bill on the property of Petal Boutique, Inc., 1626 Fairview St.,  
Berwick Borough

\_\_\_\_\_  
 Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy  
 Sheriff John J. O'Brien.

So Answers:

*John J. O'Brien*  
 Deputy Sheriff

For:

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

Sworn and subscribed before me this  
8th day of May 1981.

\_\_\_\_\_  
 Frederick J. Peterson, Prothonotary  
 Columbia County, Pennsylvania



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 16, 1981

Susquehanna Savings Assn.  
 vs  
 Petal Boutique, Inc.

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 34 of 1981 E.D.  
 WRIT OF EXECUTION

SERVICE ON Alfonso P. Korus

On April 15, 1981 at 4:40 P.M., a true and  
 attested copy of the within Writ of Execution and a true copy of the Notice  
 of Sheriff's Sale of Real Estate was served on the defendant, Petal Boutique  
Inc. (Alfonso P. Korus) at 1626 Fairview St., Berwick, Pa.  
 by Deputy Sheriff John J. O'Brien.

Service was made by personally handing said Writ of Execution and Notice of  
 Sheriff's Sale of Real Estate to the defendant.

So Answers:

*John J. O'Brien*  
 Deputy Sheriff

For:

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

Sworn and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_  
 19\_\_\_\_.

Frederick J. Peterson  
 Prothonotary, Columbia County, Pa.



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 16, 1981

Susquehanna Savings Assn.  
 vs  
 Petal Boutique, Inc.

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 34 of 1981 E.D.  
 WRIT OF EXECUTION

SERVICE ON Earl Yoder

On April 15, 1981 at 4:35 P.M., a true and  
 attested copy of the within Writ of Execution and a true copy of the Notice  
 of Sheriff's Sale of Real Estate was served on the defendant, Petal Boutique,  
Inc. (Earl Yoder) at 1626 Fairview St., Berwick, Pa.  
 by Deputy Sheriff John J. O'Brien.

Service was made by personally handing said Writ of Execution and Notice of  
 Sheriff's Sale of Real Estate to the defendant.

So Answers:

*John J. O'Brien*  
 Deputy Sheriff

For:

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

Sworn and subscribed before me  
 this \_\_\_\_\_ day of \_\_\_\_\_  
 19\_\_\_\_.

Frederick J. Peterson  
 Prothonotary, Columbia County, Pa.



APRIL 10, 1981

Prothonotary of Columbia County  
Columbia County Court House,  
Bloomsburg, Penna. 17815

Re: Susquehanna Savings Association vs.  
Petal Boutique, Inc.  
No. 31 of 1981-Mortgage Foreclosure

Dear Sir:

Enclosed herewith are the following instruments for the purpose of issuing execution hereon:

1. 2 copies of the Praecipe for Entry of Judgment, one for filing and please return one filed copy to my office.
2. 2 copies of the Praecipe for Entry of Execution, one for filing and please return one filed copy to my office.
3. 4 copies of Notice of Entry of Judgment-two to be sent out to the Defendants, one for your files and one to be sent back to me marked filed.
4. 2 copies of the Affidavit of Non-Military Service, please return one copy marked filed to my office.

For the Sheriff

- 5 copies of Writs of Execution-return one copy marked filed and return to my office.
- 4 copies of the Notice of Sheriff's Sale, return one filed copy to my office.
- 5 copies of the description of the premises.
- 4 copies of the Affidavit of Whereabouts of Defendants, one copy marked filed and returned to my office.

You will also find enclosed herewith a check payable to the Prothonotary for \$16.00 for filing. Also a check payable to the Sheriff for \$500.00 deposit.

Very truly yours,

JOSEPH SERLING

JS/cr  
Enclosures  
cc: Sheriff of Col. Co.

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

AREA CODE 717  
TELEPHONE 823-2181

April 10, 1981

Prothonotary of Columbia County  
Columbia County Court House,  
Bloomsburg, Penna. 17815

RE: Susquehanna Savings Association vs.  
Petal Boutique, Inc.  
No. 31 of 1981-Mortgage Foreclosure

Dear Sir:

Enclosed herewith are the following instruments for the purpose of issuing execution thereon:

1. 2 copies of the Praeipce for Entry of Judgment, one for filing and please return one filed copy to my office.
2. 2 copies of the Praeipce for Entry of Execution, one for filing and please return one filed copy to my office.
3. 4 copies of Notice of Entry of Judgment-two to be sent out to the Defendants, one for your files and one to be sent back to me marked filed.
4. 2 copies of the Affidavit of Non-Military Service, please return one copy marked filed to my office.

For the Sheriff

5 copies of Writs of Execution-return one copy marked filed and return to my office.

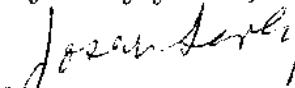
4 copies of the Notice of Sheriff's Sale, return one filed copy to my office.

5 copies of the description of the premises.

4 copies of the Affidavit of Whereabouts of Defendants, one copy marked filed and returned to my office.

You will also find enclosed herewith a check payable to the Prothonotary for \$16.00 for filing. Also a check payable to the Sheriff for \$500.00 deposit.

Very truly yours,

  
JOSEPH SERLING

JS/cr  
Enclosures  
cc: Sheriff of Col. Co.

State of Pennsylvania }  
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~FRANK BOSKIN~~, 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  
PETAL BOUTIQUE, INC.

and find as follows:

SEE PHOTOSTATIC COPY ATTACHED.

Fee \$1.50.....

In testimony whereof I have set my hand and  
seal of office this 9th day of June  
A.D., 19 81

 Beverly J. Michael, Acting... RECORDER

# MORTGAGE

THIS MORTGAGE is made this 9<sup>th</sup> day of December 19 76 between the Mortgagor, PETAL BOUTIQUE, INCORPORATED, a Pennsylvania Corporation, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-six thousand (\$36,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 9, 1976 (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 9, 1991;

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 that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southerly side of Fairview Avenue, twenty-two and one-half (22 1/2) feet East of the northeasterly corner of Lot Number Eighty-six (86); THENCE along the southerly side of Fairview Avenue in an easterly direction, one hundred twelve and one-half (112 1/2) feet to the northwesterly corner of Lot Number Ninety (90); THENCE southerly along said Lot Number Ninety (90), a distance of one hundred sixty (160) feet to a fifteen (15) foot alley; THENCE along the northerly side of said alley in a westerly direction, one hundred twelve and one-half (112 1/2) feet; THENCE in a northerly direction along other land of Albert C. Sweeney, one hundred sixty (160) feet to Fairview Avenue, the place of beginning. Same being and comprising the easterly one-half (1/2) of Lot Number Eighty-seven (87) and Lots Number Eighty-eight (88) and Eighty-nine (89) of the Berwick Land and Improvement Company's Addition to West Berwick.

BEING the same premises conveyed by E. C. Wideman, III and Jeanne C. Wideman, His Wife, to Petal Boutique, Incorporated, the Mortgagor herein, by deed dated December 9, 1976 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.

IMPROVED with a business property

which has the address of 1626 Fairview Street, Berwick, 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.

**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

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:

*Joseph R. Baum*

PETAL BOUTIQUE, INCORPORATED

By: *Earl E. Gohert*

*Alfonso P. Korus*  
Secretary

COMMONWEALTH OF PENNSYLVANIA, LACKAWANNA County ss:

On this, the 9th day of December, 19 76, before me

*Alfonso P. Korus* who acknowledged herself to be the Secretary of Petal Boutique, Incorporated, a corporation, and that she as such Secretary, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as Secretary.

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

My Commission expires:

MY COMMISSION EXPIRES  
MARCH 13, 1977

*Robert P. Bower*  
Notary Public

I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings Association is 31 West Market Street, Wilkes-Barre, Pa.

*Joseph Serling*  
Attorney for Association

Recorded in the Office for Recording of Deeds in and for the County of LACKAWANNA, Commonwealth of Pennsylvania Mortgage Book No. 181 Page 1116, etc.

RECORDED BY RECORDER  
COLUMBIA CO. PA.  
TAX FEE \$52  
DEC 13 '76

Witness my hand and Seal of Office this 13th day of December, 1976  
4:17 p.m.

*Marvin G. Bower*

No. 8022	141	<b>Mortgage</b>	TO	Susquehanna Savings Association	DATE: December 9th, 1976	CREAL DEBT: \$36,000.00	MONTHLY PAYMENT: 375.93	Record and Return to	Joseph Serling Attorney for Association	960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania
					PETAL BOUTIQUE, INCORPORATED					