

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

FRANKLIN FEDERAL SAVINGS
& LOAN ASSN. OF WILKES-BARRE,
n/k/a FRANKLIN FIRST FEDER-Plaintiff
AL SAVINGS & LOAN ASSN. OF WILKES-BARRE
VS.
JOHN W. BOONE and GLORIA
J. BOONE, his wife Defendant

: NO. 396 of 1981 J.D.

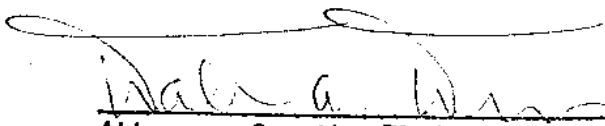
: NO. 39 of 1981 E.D.

:

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

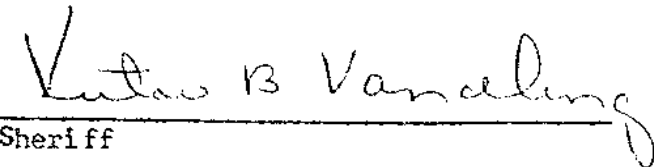
Return the writ in the above captioned matter discontinued and
satisfy original judgement by order of Plaintiff's Attorney.


Attorney for the Plaintiff

Dated: Mar 18 1982

TO THE PROTHONOTARY:

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


Sheriff

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)

John W. Boone and Gloria J. Boone, his wife, by the Sheriff of Columbia County
GRANTOR (S) ADDRESS ZIP CODE

Franklin Federal Savings & Loan Assn. of Wilkes Barre, now known as
Franklin First Federal Savings & Loan Assn. of Wilkes Barre
GRANTEE (S) ADDRESS ZIP CODE
LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

1229 W. Front Street Berwick Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 496.79 HIGHEST ASSESSED VALUE \$ 2300.00
FAIR MARKET VALUE \$ 6900.00 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, Columbia County Sheriff
NAME ADDRESS TITLE

SUCCESSFUL BIDDER Grantee - as listed above
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2300.00
JUDGEMENT PLUS INTEREST	\$ 19,243.44		
BID PRICE		\$ 496.79	
PRIOR RECORDED LIEN	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
UNPAID REAL ESTATE TAXES	\$ 86.60	\$	
WATER RENT DUE	\$ -----	\$	
SEWAGE RENT DUE	\$ 8.00	\$	
ATTORNEY FEES	\$ 1,716.54	\$	
OTHER (COSTS, ETC.)	\$ 464.54	\$	
TOTAL	\$ 21,519.12	\$ 496.79	\$ 2300.00

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.

☐ GRANTEE ☒ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000443

344 MARKET ST. BERWICK, PA. 18603

DATE May 20, 1981

Sheriff's Office
Court House
Bloomsburg, Pa. 17815
Attention: Al Zale

STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.
ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

Sheriff's Sale, July 2, 1981, property located at 1229 West Front St., owned by John Boone. The sewer bill is as follows:

# 4852	MAR, APR, MAY 1981	\$15.00
	JUN, JUL	+ 8.00
		\$23.00

6/9/81 @ 3:47 P.M.

Informed by Chris Klinger payment rec'd 6.00
for Mar, Apr, May 1981. Bill should now read \$8.00

Please make check payable to Borough of Berwick along with the new owners name and address.

Christopher Klinger
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4534

60-593
313

July 27 1981

PAY
TO THE
ORDER OF

Borough of Berwick

Eight and 00/100

\$ 8.00

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FFF 341 Assn vs Boone
No. 39 of 1981 ED.
Sewer bill

01031305936

57281000

05

Victor B. Vandling app

\$130.52 Morning Press

130.52 Enterprise

Balance Due \$261.04

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

Boone Sheriff Sale

Victor Vandling

COUNTY OF COLUMBIA

Paul R. Eyerly III

says that Berwick Enterprise is a newspaper
place of business in the Town of Berwick
established on the 6th day of April, 1981
Holidays) continuously in said
hereto attached is a copy
which appeared in the
June 10, 17, 24, 31, 1981
that the affiant
or notice v
ject r
st-

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

Press-Enterprise, Inc.
Two Hundred Sixty One and 04/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FIRST Fed Sol Assn of W-B vs Boone
No. 39 OF 1981 ED
Legal Ads

Office Equ
387-0454
85hp. Evirude outboard
69 18' SEA Cabin-cruiser
RD 2, COTWISSA - 799-0125
STEVE ROBERTS
ARCHERY SHOP
Green Street, Berwick.
14' aluminum boat. Hig
sides. Like new. 72
For the Sportsman
M
4614
Reasonable. Call 752AM
YOUNG RABBIT for sale
Mem
bloodlines. 683-5430.
Bloomsburg area. Classi
Boy, standing in great
THOROUGHbred stallion
Call 784-2803.
SMALL, tame parrot
Enjoys people. \$95.00
KIDS. 387-1877.

June 29, 1981
\$ 261.04
DOLLARS

60-593
313

4445

published;
advertisement
rested in the sub-
in the foregoing

public)

and publication
fee for this af-

And now, . . . 19 . . . , I hereby cer
charges amou. to \$ for publishing the for
fidavit have been paid in full.

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III
....., being duly sworn,
deposes and says
that The Morning Press is a newspaper of general circulation
of business in the Town of Bloomsburg, County of Columbia,
was established on the 1st day of March, 1902, and has
and Legal Holidays). continuously in said Town, County
lishment; that hereto attached is a copy of the legal notice
titled proceeding which appeared in the issue of said newspaper
.... June 10, 17, 24....., 1981
affiant is one of the owners and publishers of said newspaper
notice was published; that neither the affiant nor The Morning
ject matter of said notice and advertisement, and that
statement as to time, place, and character of publication.

Sworn and subscribed to before me this 24th day

GIRL'S size 12 navy blue
three piece pants suit
\$5. Hardly worn. 78
4632.
GIRL'S winter coat, lilac
new. Size 10. \$5. 75
3354 after 5 p.m.
HOLLYWOOD bed frame
double bed. \$5. 75
2946.
HOSPITAL bed. \$25. Co
784-4916.
INFANT'S push/pull stroller
with pad. \$5. Call 75
8814.
MATCHING 11 15
woman's bowling bag
and bag. \$12. 759-0550.
MATTRESS for double bed
fair condition. \$10. Co
458-6207.
MOTOROLA solid state
portable stereo. Need
work. \$18. 752-3427.
NEW humidifier. \$8. Co
784-4916.

FREE: three kittens, two
male and one female.
Litter trained. Six weeks
old. \$18. 759-8186.
GOOD HOMES wanted for
two beautiful gray to
black kittens and mother cat.
Call 2426.
FREE: sofa bed. Swivel
chair. 2 drawer stand.
Metal round table.
small lamps. Long mirror.
with gold frame. Call
784-5707.
FREE: six puppies, mixed
breed. Four females, two
males. Six weeks old.
784-1614.
FREE: puppies. 5 week
old. Will be medium
sized dogs. 784-2244
after 12 noon.
FREE: plastic baby carrier
Call 752-4716.
FREE: Motorola stereo
needs fixing. cabinet
nice cond. Call 752-3991
864-3257.
old. Mostly dark in color.
Call 752-3991.

Member, Pennsylvania Association of Notaries
EXPIRES JULY 5, 1985
the opportunity you
been looking for, contact
CNS/Post at 784-5929 for
interview appointment.

(Public)

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.

BERNICK BOROUGH
MAYT CHECKS PAYABLE TO:

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

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

M BOONE, JOHN W & GLORIA J
1229 W FRONT STREET
BERNICK, PA 18603

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALT
COUNTY R.E. TWP/BORO R.E.	2300	18.00 17.00	40.57 38.32	41.40 30.10	45.54 41.00	
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.						
			78.85	86.50	86.60	
			IF PAID BEFORE	JUN 19 IF PAID BEFORE	JULY 1 IF PAID AFTER	

PENALTY AT PROPERTY DESCRIPTION
COUNTY 102 TWP/BORO 48
ACCT NO. 17442
PARCEL 14-4-8-52
1229 W FRONT ST LOT 4
L-45X178
BUILDINGS 322
1,986
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
REC'D BY

TOTAL 2,300

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4533

July 27, 1981

60-593
313

PAY TO THE ORDER OF Connie C. Gingher, Tax Collector \$ 86.60
Eighty Six and 60/100 DOLLARS

For FFF 344 Assn Vs Boine
No. 37 of 1981 ED
County of Berks Taxes
Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

Victor B. Vandling

572-810-00 05

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 2nd day of July 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 Franklin First Federal Savings and Loan Association

for the price or sum of Four Hundred Ninety-six and 79/100 (\$496.79) Plus Nine and 94/100 (\$9.94) Poundage ----- 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	88.15
Poundage	9.94
	98.09
Press-Enterprise	261.04
Henrie Printing	30.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	10.00
Connie C. Gingher, Tax Collector, Berwick Boro.	86.60
Borough of Berwick (overdue sewerage rent)	8.00

Franklin Federal Savings & Loan Assn. of Wilkes Barre, now known as Franklin First Federal Savings and Loan Assn. of Wilkes Barre vs.

John W. Boone and Gloria J. Boone, his wife

No. 396 of 1981 J.D.

No. 39 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
July 15, 1981

So answers

Victor B Vandling
Victor B. Vandling Sheriff

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No. 396 of 1981 J.D.
No. 39 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa.) So answers
July 15, 1981) Victor B. Vandling Sheriff

Franklin First Federal, etc. vs John and Gloria Boone

THURSDAY, July 2, 1981

NO. 39 of 1981 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

TOTAL

Insurance

Interest from _____ to 4/20/81

Real Estate Tax

Interest from 4/20/81 to 7/2/81
74 days @ \$ 5.05 per day

\$ 17,165.43

1,704.31

373.70

Total..... \$ 19,243.44

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

31.35

6.00

Total..... \$ 62.35

ATTORNEY FEES

Total..... \$ 1,716.54

SHERIFF'S COST OF SALE:

Docket & Levy

Service of Notice

Postage

Posting of Sale Bills (Bldg., Office, Lobby etc.)

Advertising, Sale Bills

Advertising, Newspapers

Mileage

Crying/Adjourn of Sale

Poundage (2% 1st \$1000 plus $\frac{1}{2}\%$ each \$ thereafter)

Sheriff's Deed (executing & registering)

10.75

10.00

15.00

5.00

5.00

17.40

5.00

20.00

Total..... \$ 88.55

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

130.52

130.52

30.00

Total..... \$ 291.04

Prothonotary - List of Liens

Deed

10.00

3.00

Total..... \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

10.00

Total..... \$ 10.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1981

School Taxes, District _____, 1981

Parcel #1

Parcel #2

Parcel #3

Parcel #4

86.60

Total..... \$ 86.60

SEWERAGE RENT DUE:

Municipality Berwick for 1981

\$ 8.00

\$ 8.00

TOTAL POUNDAGE \$ 496.44

REALTY TRANSFER TAX \$ _____

STATE STAMPS \$ _____

4.94

11,000.00

500.00

To the Honorable, the Judges within named:

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Franklin Federal Savings & Loan Assn. of Wilkes Barre, now known as Franklin First Federal Savings and Loan Assn. of Wilkes Barre vs.

John W. Boone and Gloria J. Boone, his wife

No. 396 of 1981 J.D.
No. 39 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
July 15, 1981

So answers

Victor B Vandling
Victor B. Vandling Sheriff

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

~~FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE~~, now known as
~~FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE~~,

vs.

PLAINTIFF

JOHN W. BOONE and GLORIA J. BOONE, His
Wife,

DEFENDANTS

IN THE COURT OF COMMON PLEAS OF
~~LUZERN~~ COUNTY, PENNSYLVANIA
COLUMBIA

No. 396 Term 19⁸¹ J.D.

No. 39 Term 19⁸¹ E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ COLUMBIA

TO THE SHERIFF OF ~~LUZERN~~ COLUMBIA COUNTY, PENNSYLVANIA:

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

(SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO AND MARKED EXHIBIT "A")

**PLUS A PER DIEM charge at the rate of \$5.05 from April 20, 1981, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs and any and all other expenses hereafter made by Plaintiff.

Amount Due
Attorney's comm.
Interest from ~~01/01/81~~ to 4/20/81

\$ 17,165.43
1,716.54
\$ 1,704.31

TOTAL

\$ 20,586.28 Plus costs **

as endorsed.

Dated 5-1-81

(SEAL)

Franklin P. Carson
Prothonotary, Court of Common Pleas of
~~LUZERN~~ County, Pennsylvania
COLUMBIA

By: _____ Deputy

No. 396 Term, 19 81 J.D.

No. 39 Term, 19 81 E.D.

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

FRANKLIN FEDERAL SAVINGS AND LOAN ASSOC-
IATION OF WILKES BARRE, now known as FRANK-
LIN FIRST FEDERAL SAVINGS AND LOAN ASSOC-
IATION OF WILKES BARRE,

vs. PLAINTIFF

JOHN W. BOONE and GLORIA J. BOONE, His
Wife,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

Set Costs 3135 PA

Pro. Pd. 25.00 PA

Judge Fee 6.00

Cr.

3.00

Sat.

JOSEPH L. PERSICO Attorney for Plaintiff

ROSENN, JENKINS & GREENWALD

Address: 15 S. Franklin St., Wilkes Barre, PA

Where papers may be served.

OFFICE OF SHERIFF
COLEBIA COUNTY

MAY 4 10 17 AM '81

SHERIFF

CHIEF DEPUTY

DALE A. DERR, ESQUIRE

FRANKLIN FEDERAL SAVINGS & LOAN ASSN.
OF WILKES BARRE, now known as

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSOCIATION OF WILKES BARRE

PLAINTIFF

No. 39 of Term 19 81

V.S.

JOHN W. BOONE and GLORIA J. BOONE,

his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff


Seize, levy, advertise and sell all the ~~personal~~ ^{real} property of the defendant on the premises located at
(SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO AND MARKED EXHIBIT "A")

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on personal/~~real~~ property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.


Attorney for Plaintiff

SHERIFF'S SALE DESCRIPTION

By a virtue of a Writ of Execution No. 37 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in ~~Col. Co. Sheriff's Office~~ ~~XXXXXXXXXXXXXXXXXXXX~~ in the ~~City~~ ^{Town} of Bloomsburg, County of Columbia, and State of Pennsylvania, on July 2, 1981, at 2:00 o'clock, p.m., in the ~~XXXXXX~~ ^{afternoon} of the said day, all the right, title and interest of the defendants in and to:

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

ON the northerly side of West Front Street;

ON the east by Lot No. 40;

On the South by Front Street;

On the West by Lot No. 42;

On the North by Schley's Alley, being Lot No. 41 in D.A. Michael's Addition to the former Borough of West Berwick, Now the Borough of Berwick, and whereon is erected a two story frame dwelling house, designated as 1229 West Front Street. The above piece or parcel being Lot No. 41 in D.A. Michael's Addition to West Berwick, now Berwick, Pennsylvania, being in Columbia County in Mosc. Book 7, at page 469, is more particularly described as follows:

BEGINNING at a point in the northerly line of West Front Street at the southeast corner of Lot No. 42, said point being distant 135 feet from the intersection of the northerly line of West Front Street and the easterly line of Arch Street;

THENCE along the easterly line of said Lot No. 42 North 2 degrees 50 minutes West 178 feet to the southerly line of Schley Alley North 87 degrees 10 minutes East 45 feet to the northwest corner of Lot No. 40;

THENCE along the westerly line of said Lot No. 40, South 2 degrees 50 minutes East 178 feet to the northerly line of West Front Street;

THENCE along the northerly line of West Front Street South 87 degrees 10 minutes West 45 feet to the southeast corner of lot no. 42, the place of beginning.

BEING Lot No. 41 in D.A. Michael's West Front Street Addition to the Borough of West Berwick, now the Borough of Berwick as shown on plat recorded January 11, 1902, in Misc. Book 7, page 469, in Columbia County.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of Peter Furek and Mildred Furek, His Wife, dated the 28th day of February, 1979, and recorded in Columbia County Deed Book 291 at page 443.

SUBJECT to the same exceptions, reservations, covenants, restrictions and exceptions as appear in prior instruments in the chain of title.

IMPROVED WITH A SINGLE family two story detached frame dwelling and more commonly known as 1229 West Front Street, Berwick, Columbia County, Pennsylvania.

TOGETHER WITH ALL buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **July 15**, 1981, file a schedule of distribution in his office where the same will be available for inspection and the 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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JOHN W. BOONE and GLORIA J. BOONE, His Wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
ATTORNEYS

EXHIBIT "A"

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a/ : OF COLUMBIA COUNTY
FRANKLIN FIRST FEDERAL SAVINGS :
AND LOAN ASSOCIATION OF WILKES- : CIVIL ACTION-LAW
BARRE, :

PLAINTIFF :

VS. : IN MORTGAGE FORECLOSURE

JOHN W. BOONE and GLORIA J. BOONE, :
His Wife, :

DEFENDANTS : EXECUTION NO. 39 OF 1981


NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: JOHN W. BOONE and GLORIA J. BOONE, his wife, Defendants
herein and owners of the Real Estate hereinafter described:


NOTICE IS HEREBY GIVEN that by virtue of the above-captioned writ
of execution issued under the above-captioned Judgment, directed to
the Sheriff of Columbia County, there will be exposed to public sale,
by vendue or outcry to the highest and best bidders, for cash, in
Col. Co. Sheriff's Office, Town
~~XXXXXXXXXX~~, Courthouse, , in the ~~XXXX~~ of
Bloomsburg, Columbia County, Pennsylvania, on ~~XXXXXX~~ Thursday,
July 2 ,
2:00 p.m. afternoon
1981, at ~~XXXX~~ o'clock ~~XXX~~, daylight savings time, in the ~~XXXXXXXXXX~~ of
the said day, all your right, title and interest in and to ALL that
certain piece or parcel of land situate Berwick, Columbia County, and
State of Pennsylvania, the same more particularly described in Exhibit
"A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on July 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: 
JOSEPH L. PERSICO, ESQUIRE
Attorney for Plaintiff
15 S. Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY: 
DALE A. DERR, ESQUIRE
Attorney for Plaintiff
238 Market Street
Bloomsburg, Pennsylvania

SHERIFF'S SALE DESCRIPTION

By a virtue of a Writ of Execution No. 39 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in ~~XXXXXXXXXX~~ Col. Co. Sheriff's Office, ~~XXXXXXXXXX~~ Town, in the ~~XXXX~~ of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday, July 2, 1981, at 2:00 o'clock, p.m., in the ~~XXXXXX~~ ^{afternoon} of the said day, all the right, title and interest of the defendants in and to:

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

ON the northerly side of West Front Street;

ON the east by Lot No. 40;

On the South by Front Street;

On the West by Lot No. 42;

On the North by Schley's Alley, being Lot No. 41 in D.A. Michael's Addition to the former Borough of West Berwick, Now the Borough of Berwick, and whereon is erected a two story frame dwelling house, designated as 1229 West Front Street. The above piece or parcel being Lot No. 41 in D.A. Michael's Addition to West Berwick, now Berwic, Pennsylvania, being in Cblumbia County in Mosc. Book 7, at page 469, is more particularly described as follows:

BEGINNING at a point in the northerly line of West Front Street at the southeast corner of Lot No. 42, said point being distant 135 feet from the intersection of the northerly line of West Front Street and the easterly line of Arch Street;

THENCE along the easterly line of said Lot No. 42 North 2 degrees 50 minutes West 178 feet to the southerly line of Schley Alley North 87 degrees 10 minutes East 45 feet to the northwest corner of Lot No. 40;

THENCE along the westerly line of said Lot No. 40, South 2 degrees 50 minutes East 178 feet to the northerly line of West Front Street;

THENCE along the northerly line of West Front Street South 87 degrees 10 minutes West 45 feet to the southeast corner of lot no. 42, the place of beginning.

BEING Lot No. 41 in D.A. Michael's West Front Street Addition to the Borough of West Berwick, now the Borough of Berwick as shown on plat recorded January 11, 1902, in Misc. Book 7, page 469, in Columbia County.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of Peter Furek and Mildred Furek, His Wife, dated the 28th day of February, 1979, and recorded in Columbia County Deed Book 291 at page 443.

SUBJECT to the same exceptions, reservations, covenants, restrictions and exceptions as appear in prior instruments in the chain of title.

IMPROVED WITH A SINGLE family two story detached frame dwelling and more commonly known as 1229 West Front Street, Berwick, Columbia County, Pennsylvania.

TOGETHER WITH ALL buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on July 15 , 1981, file a schedule of distribution in his office where the same will be available for inspection and the 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 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JOHN W. BOONE and GLORIA J. BOONE, His Wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
ATTORNEYS

EXHIBIT "A"

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a/ : OF COLUMBIA COUNTY
FRANKLIN FIRST FEDERAL SAVINGS :
AND LOAN ASSOCIATION OF WILKES- : CIVIL ACTION-LAW
BARRE, :

PLAINTIFF :

VS. : IN MORTGAGE FORECLOSURE

JOHN W. BOONE and GLORIA J. BOONE, :
His Wife, :

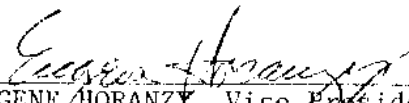
DEFENDANTS : NO. 396 OF 1981

AFFIDAVIT OF NON-MILITARY SERVICE AND
CERTIFICATION OF LAST KNOWN ADDRESS OF
DEFENDANT AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF COLUMBIA :

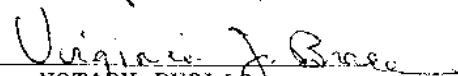
EUGENE HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of JOHN W. BOONE and GLORIA J. BOONE, his wife, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants

is 1229 West Front Street, Berwick, Columbia County, Pennsylvania; and
the address of the above Plaintiff is 44 West Market Street, Wilkes-
Barre, Luzerne County, Pennsylvania.



EUGENE HORANZY, Vice President
Franklin Federal Savings and
Loan Association of Wilkes-Barre
n/k/a Franklin First Federal
Savings and Loan Association
of Wilkes-Barre

SWORN TO and subscribed
before me this 10th day
of April, 1981.



NOTARY PUBLIC

NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES JANUARY 23, 1984

LIST OF LIENS

VERSUS

John W. Boone and Gloria J. Boone, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

Franklin Federal ~~Savings~~ Savings and

Loan Association of Wilkes-Barre, Pa.

versus

John W. & Gloria J. Boone

No. 396 of Term, 19 81
Real Debt || \$20,586.28
Interest from 4-20-81 ||
Commission ||
Costs ||
Judgment entered 5-1-81
Date of Lien 4-20-81
Nature of Lien Default Judgment

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

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

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank X. Beishline~~, 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

JOHN W. BOONE and GLORIA J. BOONE, His Wife,

and find as follows:

SEE PHOTOSTATIC COPY ATTACHED.

Fee \$1.50.....

In testimony whereof I have set my hand and
seal of office this 30th day of June
A.D., 1981.

Beverly J. Michael
ACTING RECORDER

MORTGAGE

THIS MORTGAGE is made this 2nd day of March, 1979, between the Mortgagor JOHN W. BOONE, and GLORIA J. BOONE, his wife, of Berwick, County of Columbia, Pennsylvania (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 5, 2004;

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:

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, to wit: On the northerly side of West Front Street; on the east by Lot No. 40; on the south by Front Street; on the west by Lot No. 42; on the north by Schley's Alley, being Lot No. 41 in D. A. Michael's Addition to the former Borough of West Berwick, now the Borough of Berwick, and whereon is erected a two story frame dwelling house, designated as 1229 West Front Street. The above piece or parcel being Lot No. 41 in D. A. Michael's Addition to West Berwick, now Berwick, Pennsylvania, recorded in Columbia County in Misc. Book 7, Page 469, is more particularly described as follows: BEGINNING at a point in the northerly line of West Front Street at the southeast corner of Lot No. 42, said point being distant 135 feet from the intersection of the northerly line of West Front Street and the easterly line of Arch Street; Thence along the easterly line of said Lot No. 42 North 2 degrees 50 minutes West 178 feet to the southerly line of a 15 foot alley designated as Schley Alley; Thence along the southerly line of Schley Alley North 87 degrees 10 minutes East 45 feet to the northwest corner of Lot No. 40; Thence along the westerly line of said Lot No. 40, South 2 degrees 50 minutes East 178 feet to the northerly line of West Front Street; Thence along the northerly line of West Front Street South 87 degrees 10 minutes West 45 feet to the southeast corner of Lot No. 42, the place of beginning. Being Lot No. 41 in D. A. Michael's West Front Street Addition to the Borough of West Berwick, now the Borough of Berwick as shown on plat recorded January 11, 1902, in Misc Book 7, Page 469, in Columbia County.

BEING the same premises conveyed to the Mortgagors herein by Deed of Peter Purek and Mildred Purek, his wife, dated the 28th day of February, 1979, and about to be recorded simultaneously herewith. THIS IS A PURCHASE MONEY MORTGAGE.


SUBJECT to the same reservations, covenants, restrictions and exceptions as appear in prior instruments in the chain of title.

which has the address of 1229 West Front Street, Berwick Borough, County of Columbia,
Pennsylvania; (Street) (City)
(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, if any, or set forth on evidence of title required by and certified to Lender.

PENNSYLVANIA—1 to 4 Family—6/75—FIMA/FILMC UNIFORM INSTRUMENT

 Franklin First Federal
Savings and Loan Association
44 W. Market St. Wilkes-Barre, PA 18701

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 Reinstatement.** 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:

John W. Boone Gloria J. Boone
JOHN W. BOONE Gloria J. Boone
—Borrower —Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 2nd day of March, 1979, before me,
a Notary Public, personally appeared the within named

JOHN W. BOONE and GLORIA J. BOONE, his wife,

known to me (or satisfactorily proven) to be the person(s) whose name(s) (is) (are)

..... subscribed to the within instrument and acknowledged that (he) (she) (they) executed the same for the purposes herein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires:

4/3/82

John C. Rolfe
Berwick, Columbia County, Penna.

I Hereby Certify that the precise residence of the Franklin First Federal Savings and Loan Association of Wilkes-Barre, is 44 West Market Street, Wilkes-Barre, Pa.

Harold Rosenn/Maurice Cantor

Attorneys for Mortgages

Recorded in the Office for Recording of Deeds in and for the County of Columbia
Commonwealth of Pennsylvania in Mortgage Book No. 194 page 127

Witness my hand and Seal of Office this 6th day of March 1979
11:43 a.m.

Marvin G. Bower
Recorder of Deeds

6L HV CH 11 9 WYH
TAX FEE 25
REC'D BY RECORDER
COLUMBIA CO. PA.
MAR 11 1979

Revised 10-1-78

BOOK 194 130