

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 23RD day of JULY 1981, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to SUSQUEHANNA SAVINGS ASSOCIATION

for the price or sum of Three Hundred Thirty Two and 56/100 (\$332.56) plus Six and 65/100 (\$6.65) 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	6.65
	\$ 94.80
Press-Enterprise, Inc.	128.16
Henrie Printing	30.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Borough of Berwick (Sewer Billing)	59.25

Susquehanna Savings Association

vs

Arthur W. Benjamin and Florence S. Benjamin, his wife  
No. 529 of 1981 J.D.  
No. 40 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
July 24, 1981

So answers

Victor B Vandling Sheriff  
VICTOR B. VANDLING

SUSQUEHANNA SAVINGS ASSOCIATION	:	IN THE COURT OF COMMON PLEAS
	:	OF COLUMBIA COUNTY
Plaintiff	:	CIVIL ACTION-LAW
vs.	:	Action of Mortgage Foreclosure
ARTHUR W. BENJAMIN, and FLORENCE S. BENJAMIN, his wife,	:	
Defendants	:	No. 529 of 1981

NOTICE OF SHERIFF'S SALE OF  
REAL ESTATE

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TO ARTHUR W. BENJAMIN AND FLORENCE S. BENJAMIN, his wife, Defendants herein and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, **by** vendue **or** outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Columbia County, Bloomsburg, Pennsylvania, on **THURSDAY**, **JULY 23**, 1981 at **2:00** o'clock **P.M.**, in the afternoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the westerly side of Vine Street, South of

Woodin Street, at the southeasterly corner of Lot of Frank Birt, now or late; THENCE along Vine Street in a southerly direction, 45 feet, more or less, to the northeasterly corner of lot of James McCartney, now or late; THENCE along said lot in a westerly direction, 80 feet to lot of Harry Brittain, now or late; THENCE along said lot in a northerly direction, 45 feet more or less, to lot of Frank Birt, now or late; THENCE along said lot in an easterly direction, 80 feet to the place of beginning.

BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, by deed dated March 27th, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 286 Page 221.

IMPROVED with a single family dwelling, which has the address of 331 Vine Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on **JULY 24**, 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.

  
JOSEPH SERLING

Atty. for Plaintiff

960 United Penn Bank Bldg.,

Wilkes-Barre, Pa. 18701

SUSQUEHANNA SAVINGS  
ASSOCIATION

Plaintiff

vs.

ARTHUR W. BENJAMIN, AND  
FLORENCE. S. BENJAMIN,  
his wife,

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION- LAW

Action of Mortgage Foreclosure

No. 529 of 1981

AFFIDAVIT OF WHEREABOUTS OF  
DEFENDANTS

ALICE M. GATTO, being duly sworn according to law does aver  
that she is the Assistant Secretary of Susquehanna Savings Association, and as such  
is authorized to make this Affidavit in its behalf; that to the best of her personal  
knowledge, information and belief, the name and last known address of the Owners  
and Defendants in the Judgment in the within Bond of Arthur W. Benjamin, and  
Florence S. Benjamin, his wife, is unknown.

Alice M. Gatto  
ALICE M. GATTO

Sworn to and subscribed  
before me this 3<sup>rd</sup> day  
of APRIL, 1981.

David H. Cole  
NOTARY PUBLIC

NOTARY PUBLIC

Willsboro, Columbia County, Pa.

My Commission Expires July 3, 1984

TERM  
SESS. 19\_\_\_\_\_

31. DOMSBURG, PA., July 13 1981

Sheriff Office

Benjamin

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS
VERSUS

ARTHUR W. BENJAMIN AND FLORENCE S. BENJAMIN, HIS WIFE

Court of Common Pleas of Columbia County, Pennsylvania

Susquehanna Savings Association

versus

Arthur W. Benjamin and

Florence S. Benjamin

No. 529 of Term, 19 81
Real Debt \$20,651.50
Interest from 5-29-81
Commission
Costs
Judgment entered 5-14-81
Date of Lien 5-29-81
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 Robinson~~, 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

Arthur W. Benjamin and Florence S. Benjamin, his wife,

and find as follows:

See Photostatic Copy attached.

Fee \$5.00.....

In testimony whereof I have set my hand and  
seal of office this 20th day of July  
A.D., 19 81.

*Beverly J. Michael* Acting  
RECORDER

# MORTGAGE

THIS MORTGAGE is made this 27<sup>th</sup> day of March, 1978, between the Mortgagor, ARTHUR W. BENJAMIN and FLORENCE S. BENJAMIN, his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen thousand five hundred (\$17,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 1978 (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 15, 1998

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 westerly side of Vine Street, South of Woodin Street, at the southeasterly corner of Lot of Frank Birt, now or late; THENCE along Vine Street in a southerly direction, 45 feet, more or less, to the north-easterly corner of lot of James McCartney, now or late; THENCE along said lot in a westerly direction, 80 feet to lot of Harry Brittain, now or late; THENCE along said lot in a northerly direction, 45 feet, more or less, to lot of Frank Birt, now or late; THENCE along said lot in an easterly direction, 80 feet to the place of beginning.

BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, the Mortgagors herein, by deed dated 3/27 1978 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 single family dwelling

which has the address of 331 Vine 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:

*Arthur W. Benjamin*

*Arthur W. Benjamin*  
Arthur W. Benjamin

—Borrower

*Florence S. Benjamin*  
Florence S. Benjamin

—Borrower

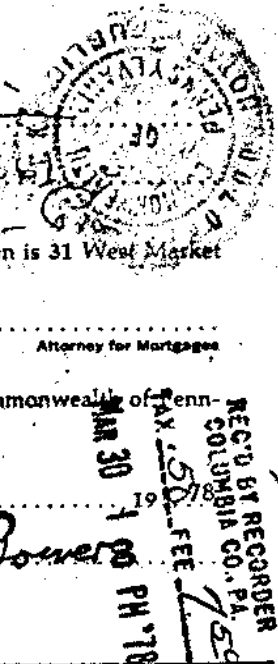
COMMONWEALTH OF PENNSYLVANIA, County ss:

On this, the 27<sup>th</sup> day of March, 1978, before me, Notary Public, the undersigned officer, personally appeared ARTHUR W. BENJAMIN and FLORENCE S. BENJAMIN, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires: 3/29/81.

*Joseph Serling*  
Notary  
Berwick, Pa. City



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

Joseph Serling,

Attorney for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 188 Page 1066, etc.

WITNESS my hand and Seal of Office this 30<sup>th</sup> day of March, 1978  
1:00 p.m.

*Marvin G. Bowers*

No. 351	<b>Mortgage</b>	ARTHUR W. BENJAMIN and FLORENCE S. BENJAMIN, his wife,	TO	Susquehanna Savings Association	DATE: March 1978 PREMISES: 331 Vine Street, Berwick, Pennsylvania REAL DEBT: \$17,500.00 MONTHLY PAYMENT: 154.65	Record and Return to	Joseph Serling Attorney for Association	960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania
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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 A 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)

Arthur W. Benjamin and Florence S. Benjamin by the SHERIFF of Columbia County, Pa.

GRANTOR (S)

ADDRESS

ZIP CODE

Susquehanna Savings Association

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

331 Vine Street

Berwick Borough

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 332.56

HIGHEST ASSESSED VALUE \$ 2,040.00

FAIR MARKET VALUE \$ 6,100.00

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, Sheriff of Columbia County, Pa.

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER Susquehanna Savings Association Wilkes-Barre, Pa.

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$2,040.00
JUDGEMENT PLUS INTEREST	\$20,651.50		
BID PRICE		\$332.56	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 59.25	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 348.46	\$	
TOTAL	\$21,059.21	\$332.56	\$2,040.00

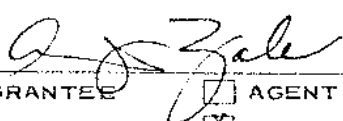
NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

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

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 23RD day of JULY 1981, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to SUSQUEHANNA SAVINGS ASSOCIATION

for the price or sum of Three Hundred Thirty Two and 56/100 (\$332.56) plus Six and 65/100 (\$6.65) 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	6.65
	\$ 94.80
Press-Enterprise, Inc.	128.16
Henrie Printing	30.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Borough of Berwick (Sewer Billing)	59.25

Susquehanna Savings Association  
vs  
Arthur W. Benjamin and Florence S.  
Benjamin, his wife  
No. 529 of 1981 J.D.  
No. 40 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
July 24, 1981 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

64.08 Morning Fress  
64.08 Berwick Enterprise  
Balance Due \$128.16

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

Benjamin Sheriff Sale

Victor Vandling

Paul R. Eyerly III, being duly sworn,  
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 been published  
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  
..... July 1, 8, 15 ..... 1981 exactly  
offent is one of the owners and publishers of said newspaper.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 40 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the City of Bloomsburg, Columbia County, Pennsylvania, on Thursday, July 23, 1981, at 2:00 o'clock p.m., in the afternoon of the said day, all the right, title and interest of the Defendants in and to: ALL that certain piece or parcel of land situate in

in Deed Book 286, page 221.  
IMPROVED with a single family dwelling, which has the address of 331 Vine Street, Berwick, Columbia County, Pennsylvania.  
NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on July 24, 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. Arthur W. Benjamin and Florence S. Benjamin, his wife.  
SAID PREMISES WILL BE SOLD BY:  
Victor B Vandling  
Sheriff of  
Columbia County  
Joseph Serling, Atty.  
July 1, 8, 15

Pennsylvania, and  
except Sundays  
ate of its estab-  
n the above en-  
lished; that the

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

4525

PAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

\$ 128.16

One Hundred Twenty Eight and 16/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR SUSQ. SAV. ASSN vs BENJAMIN

No. 40 OF 1981 E.D.  
Legal Ads

0031305936

57281000

05

Victor B. Vandling atty

And now, 1981, I hereby certify that the charges amounting to \$128.16 for publishing the foregoing affidavit have been paid in full.

By direction, 80 feet to the place of beginning. BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, by deed dated March 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County.

and publication  
fee for this af-

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III, being duly sworn 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 been and Legal Holidays). continuously in said Town, County establishment; that hereto attached is a copy of the legal notice titled proceeding which appeared in the issue of said newspaper July 1, 8, 15, 1981 exactly affiant is one of the owners and publishers of said newspaper notice was published; that neither the affiant nor The Morning Press subject matter of said notice and advertisement, and that all statement as to time, place, and character of publication are

Sworn and subscribed to before me this 21st day of

And now, 1981, I hereby certify that the charges amounting to \$..... for publishing the foregoing affidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 40 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the City of Bloomsburg, Columbia County, Pennsylvania, on Thursday, July 23, 1981, at 2:00 o'clock p.m., in the afternoon of the said day, all the right, title and interest of the Defendants in and to:

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

BEGINNING at a point on the westerly side of Vine Street, South of Woodin Street, at the southeasterly corner of Lot of Frank Birt, now or late; THENCE along Vine Street in a southerly direction, 45 feet, more or less, to the northeasterly corner of lot of James McCartney, now or late; THENCE along said lot in a westerly direction, 80 feet to lot of Harry Brittain, now or late; THENCE along said lot in a northerly direction, 45 feet, more or less, to lot of Frank Birt, now or late; THENCE along said lot in an easterly direction, 80 feet to the place of beginning.

BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, by deed dated March 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County

in Deed Book 286, page 221.

IMPROVED with a single family dwelling, which has the address of 331 Vine Street, Berwick, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on July 24, 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. Arthur W. Benjamin and Florence S. Benjamin, his wife.

SAID PREMISES WILL BE SOLD BY:

Victor B Vandling  
Sheriff of  
Columbia County

Joseph Serling, Atty.  
July 1, 8, 15

B

Pennsylvania, and except Sundays late of its establishment in the above en-

lished; that the advertisement or stated in the subject the foregoing

1981

(b)(1)

id publication  
ee for this af-

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA }

SS:

..... Paul R. Eyerly III ..... , being duly sworn  
says that Berwick Enterprise is a newspaper of general circulation  
place of business in the Town of Berwick, County of Columbia and  
established on the 6th day of April, 1903, and has been published (on  
Holidays) continuously in said Town, County and State since the  
hereto attached is a copy of the legal notice or advertisement in  
which appeared in the issue of said newspaper on .....  
..... July 1, 8, 15 ..... , 1981 ex  
that the affiant is one of the owners and publishers of said newspaper  
or notice was published; that neither the affiant nor Berwick Enterprise  
subject matter of said notice and advertisement, and that all of the  
statement as to time, place, and character of publication are true

Sworn and subscribed to before me this 21st day of July

My Comm. expires  
MY COMMISSION EXPIRES

Member, Pennsylvania Association of Notaries

And now, ..... 1981, I hereby certify that the advertising and publication  
charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit  
have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 40 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the City of Bloomsburg, Columbia County, Pennsylvania, on Thursday, July 23, 1981, at 2:00 o'clock p.m., in the afternoon of the said day, all the right, title and interest of the Defendants in and to:

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

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SEIZED AND TAKEN INTO EXECUTION at the suit of Susquehanna Savings Association vs. Arthur W. Benjamin and Florence S. Benjamin, his wife.

SAID PREMISES WILL BE SOLD BY:

Victor B Vandling  
Sheriff of

Columbia County

Joseph Serling, Atty.

July 1, 8, 15

B

deposes and  
office and  
ia, and was  
and Legal  
ment; that  
proceeding  
published;  
ertisement  
in the sub-  
e foregoing



**Phone: 717-784-1633**

Number

94

Col. Co. Sheriff

June 5, 1981

30

PLEASE PAY FROM THIS INVOICE  
WE DO NOT SEND MONTHLY STATEMENTS

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000453

344 MARKET ST. BERWICK, PA. 18603

DATE July 21, 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 23, 1981, property located at 331 Vine St.,  
owned by Arthur Benjamin. The sewer bill is as follows:

# 2453	APR 81	\$ 47.25
	MAY, JUN, JUL 81	+ 12.00
		\$ 59.25

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

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

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

4567

*August 3, 1981*

60-593  
313

PAY TO THE ORDER OF *Borough of Berwick*  
*Fifty-Nine and 25/100*

\$ 59.25

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *SUSQ. SAR ASSN VS BENJAMIN*  
*No. 40 OF 1981 E.D.*  
*Sewer billing*

000313059366

572081000

05

*Victor B. Vandling*

*all this one is paid for last day of 1991*

*Connie*

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

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

HOURS: MON 9:00 TO 12:00 MON.  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 6 DURING DISCOUNT  
PHONE 752-7442 ONLY

M BENJAMIN, ARTHUR W & FLORENCE  
L 331 VINE STREET  
T BERWICK, PA 18603

FOR COLUMBIA COUNTY										03/01/81	00380
DESCRIPTION	ASSESSMENT	MILLS	JAN DISCOUNT	TAX	AMOUNT PAID	DUE	APRIL PRIVILEGE				
COUNTY R.E.	2040	18.00	35.49	36.72	40.39						
TWP/BORO R.E.		17.00	33.49	34.68	36.41						
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.								PAID DISCOUNT 69.98 APR 30 IF PAID BEFORE	71.40 JUN 30 IF PAID BEFORE	76.80 JULY 1 IF PAID AFTER	

PENALTY AT PROPERTY DESCRIPTION  
COUNTY 10% TWP/BORO 5%  
ACCT NO. 14883  
PARCEL 64-2-4-53  
331 VINE ST 1/2 L  
L-45X75  
BUILDINGS 190  
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT  
1.85  
REC'D BY

TOTAL - 32.86 C91

CONNIE C. GINGER

CST REMITTANCE SERVICE



Susquehanna Savings Association

WILKES-BARRE, PA.



812668082

50-1042  
223

Pay

EXACTLY \$352 AND 56 CTS

TO  
THE  
ORDER  
OF

Sheriff of Columbia County

DATE

AMOUNT

7/22/81

\$352.56

DRAWER: SUSQUEHANNA SAVINGS ASSOCIATION

*Lee Casper*  
AUTHORIZED SIGNATURE

TO CITIBANK (NEW YORK STATE) N.A.

⑆0223⑆1042⑆ 81403479 812668082

PLEASE DETACH BEFORE DEPOSITING

812668082

Charge:

Mortgage #90092167

Arthur W. Benjamin

Florence S. Benjamin

331 Vine St.

Berwick, Pa. 18603

\$352.56

7/22/81

Paid to Sheriff of Columbia County

Taxes and costs at Sheriff Sale

ap

Susquehanna Savings Association

SUSQUEHANNA SAV. ASSN vs ARTHUR + FLORENCE BENJAMIN

THURSDAY, JULY 23, 1981

NO. 40 of 1981 E.D.

WRIT OF EXECUTION:

Judgement --- Principal \$ 20,651.50  
 Insurance \_\_\_\_\_  
 Interest from 5/29/81 to \_\_\_\_\_  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day \_\_\_\_\_

TOTAL

Total..... \$ \_\_\_\_\_

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ) 25.00 Pd.  
 Pro. Pd. \_\_\_\_\_  
 Shff. V. 44.15 Pd.  
 Judg. Fee 6.00 Pd.  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total.....\$ 75.15 \$ 75.15

ATTORNEY FEES

Total.....\$ \_\_\_\_\_ \$ \_\_\_\_\_

SHERIFF'S COST OF SALE:

Docket & Levy 10.75  
 Service of Notice 10.00  
 Postage \_\_\_\_\_  
 Posting of Sale Bills (Bldg., Office, Lobby etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Advertising, Newspapers 5.00  
 Mileage 17.40  
 Crying/Adjourn of Sale 5.00  
 Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter) \_\_\_\_\_  
 Sheriff's Deed (executing & registering) 20.00

Total.....\$ 88.15

Morning Press (Ads) 44.00  
 Berwick Enterprise (Ads) 64.15  
 Henrie Printing 30.00  
 Finance Charges \_\_\_\_\_

Total.....\$ 138.15

Prothonotary - List of Liens 10.00  
 Deed 3.00

Total..... \$ 13.00

Recorder of Columbia Co.  
 Deed, Search, Affidavit 14.00  
 State Stamps \_\_\_\_\_  
 Realty Transfer Stamps \_\_\_\_\_

Total..... \$ 14.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19 \_\_\_\_\_  
 School Taxes, District \_\_\_\_\_, 19 \_\_\_\_\_  
 Parcel #1 \_\_\_\_\_  
 Parcel #2 \_\_\_\_\_  
 Parcel #3 \_\_\_\_\_  
 Parcel #4 \_\_\_\_\_

Total..... \$ 0.00

SEWERAGE RENT DUE:

Municipality Berwick for 1981 \$ 59.25

\$ 59.25

TOTAL \$ 332.96

BUYER Phyllis

POUNDAGE 2.00

STATE STAMPS \_\_\_\_\_

REALTY TRANSFER TAX \_\_\_\_\_

332.96  
 59.25  
 17.25

SUSQUEHANNA SAVINGS  
ASSOCIATION

Plaintiff

vs.

ARTHUR W. BENJAMIN, and  
FLORENCE S. BENJAMIN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION- LAW

Action of Mortgage Foreclosure

No. 529 of 1981

NOTICE OF SHERIFF'S SALE OF  
REAL ESTATE

TO ARTHUR W. BENJAMIN AND FLORENCE S. BENJAMIN, his wife, Defendants  
herein and title owners of the real estate hereinafter described:

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

July 23, 1981 at 2:00 o'clock P. M., in the afternoon of the said  
day, all your right, title and interest in and to ALL that certain piece or parcel  
of land situate in the Borough of Berwick, County of Columbia, and State of  
Pennsylvania, bounded and described as follows:

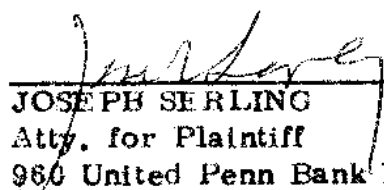
BEGINNING at a point on the westerly side of Vine Street, South of

Woodin Street, at the southeasterly corner of Lot of Frank Birt, now or late; THENCE along Vine Street in a southerly direction, 45 feet, more or less, to the northeasterly corner of lot of James McCartney, now or late; THENCE along said lot in a westerly direction, 80 feet to lot of Harry Brittain, now or late; THENCE along said lot in a northerly direction, 45 feet more or less, to lot of Frank Birt, now or late; THENCE along said lot in an easterly direction, 80 feet to the place of beginning.

BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, by deed dated March 27th, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 286 Page 221.

IMPROVED with a single family dwelling, which has the address of 331 Vine Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on July 24, 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.

  
\_\_\_\_\_  
JOSEPH SERLING  
Atty. for Plaintiff  
960 United Penn Bank Bldg.,  
Wilkes-Barre, Pa. 18701



OFFICE OF  
**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

May 20, 1981

**A. J. ZALE, Chief Deputy**

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

SUSQUEHANNA SAVINGS ASSN.

VS

ARTHUR W. BENJAMIN and  
FLORENCE S. BENJAMIN

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 40 of 1981 E.D.  
WRIT OF EXECUTION

SERVICE ON Arthur and Florence Benjamin

On May 18, 1981 at 12:00 Noon, 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 defendants, Arthur W. and  
Florence S. Benjamin at 423, Apt. B, Front 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 Answered:

John J. O'Brien  
Deputy Sheriff

For:

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

Sworn and subscribed before me  
this 20th day of May  
1981.

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

June 16, 1981

SUSQUEHANNA SAVINGS ASSN.  
VS  
ARTHUR W. BENJAMIN, AND  
FLORENCE S. BENJAMIN

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 40 of 1981 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On June 16, 1981 at 7:50 A.M.,  
\_\_\_\_\_, posted a copy of the SHERIFF'S  
SALE bill on the property of Arthur W. Benjamin and Florence S. Benjamin,  
331 Vine Street, 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  
16th day of June 1981.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

By virtue of a Writ of Execution No. 40 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the City of Bloomsburg, Columbia County, Pennsylvania, on Thursday, July 23, 1981, in the afternoon of the said day, all the right, title and interest of the Defendants in and to:

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

BEGINNING at a point on the westerly side of Vine Street, South of Woodin Street, at the southeasterly corner of Lot of Frank Birt, now or late; THENCE along Vine Street in a southerly direction, 45 feet, more or less, to the northeasterly corner of lot of James McCartney, now or late; THENCE along said lot in a westerly direction, 80 feet to lot of Harry Brittain, now or late; THENCE along said lot in a northerly direction, 45 feet, more or less, to lot of Frank Birt, now or late; THENCE along said lot in an easterly direction, 80 feet to the place of beginning.

BEING the same premises conveyed by Ross F. Morningstar and Betty J. Morningstar, his wife, to Arthur W. Benjamin and Florence S. Benjamin, his wife, by deed dated March 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 286, Page 221.

IMPROVED with a single family dwelling, which has the address of 331 Vine Street, Berwick, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on July 24, 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. Arthur W. Benjamin and Florence S. Benjamin, his wife.

SAID PREMISES WILL BE SOLD BY:

VICTOR B. VANDLING

SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

6/1/81 - Copies to:

HENRIE PRINTING

P-E, Legal Ads, Wed. July 1, 8, 15, 1981. Affidavits please.

Connie Gngher, Tax Collector, Berwick Boro.

Chris Klinger, Sewerage Officer, Berwick.

Susquehanna Savings Association

PLAINTIFF

No. 40 of Term 198 E.D.

V.S.

Arthur W. Benjamin and Florence S.

Benjamin

DEFENDANTS

To: Victor B. Vandling Sheriff

Seize, levy, advertise and sell all the ~~personal~~ <sup>Real</sup> property of the defendant on the premises located at  
331 Vine Street, Berwick, Pa.

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
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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~~

Joseph Vandling  
Attorney for Plaintiff