

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 20th day of AUGUST 1981, at 2:00 P.M. 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 OF WILKES BARRE for the price or sum of Fifteen Thousand (\$15,000.00) plus Ninety (\$90.00) 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	\$89.85
Poundage	90.00
	\$179.85
Press-Enterprise, Inc.	257.80
Henrie Printing	35.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Raymond R. Grasley, Tax Collector, Briar Creek Twp.	253.59

NOTE: \$14,336.76 not collected from buyer (Plaintiff) as monies would only have to be returned to plaintiff.

Franklin First Federal Savings and Loan Association of Wilkes Barre
vs
James E. McCoy and Corrine H. McCoy,
his wife
No. 439 of 1981 J.D.
No. 52 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
August 21, 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
WILKESBARRE, vs. PLAINTIFF

JAMES E. McCOY AND CORRINE H. McCOY,
His Wife,
DEFENDANTS

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

No. 439 Term 19 81 J.D.

No. 52 Term 19 81 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~Luverne~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PLUS A PER DIEM CHARGE AT THE rate of \$7.05 from June 15, 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 hereafter 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 made by Plaintiff.

Amount Due
Attorney's comm.
Interest ~~from~~ to 6/15/81
TOTAL

\$ 25,769.12
2,576.91
\$ 2,535.29
\$ 30,881.32

Plus costs **

as endorsed.

Dated 6-2-81

(SEAL)

[Signature]
Prothonotary, Court of Common Pleas of
~~LUZERNE~~ County, Pennsylvania
COLUMBIA

By: _____ Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 52 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 ~~XXXXXX~~ Col. Co. Sheriffs Office ~~XXXXXX~~ Town Col. Co., Courthouse, in the ~~XXXX~~ of Bloomsburg, County of Columbia, Pennsylvania, P. afternoon on Thursday, August 20 1981, at 2:00 o'clock A.M. in the ~~XXXXXX~~ of the said day, all the right, title, and interest of the defendants in and to:

ALL THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club;

THENCE South 3 degrees 40 minutes West 330 feet to a point;

THENCE north 87 degrees 35 minutes West 115 feet to a point;

THENCE north 3 degrees 40 minutes east 331 feet to a point in the center of the said public road;

THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning.

UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF:

BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner;

THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point;

THENCE South 3 degrees 40 minutes West in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more

or less to a point in lands now or late of J.A. Widger;

THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner;

THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and recorded in Columbia County Deed Book 280 at page 46.

PREMISES MORE COMMONLY known as R.D.#2, Briar Creek Township, Columbia County, Pennsylvania.

SUBJECT TO ALL THE RESTRICTIONS, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

TOGETHER WITH ALL BUILDINGS and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of Wilkes Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JAMES E. MCCOY and CORRINE H. MCCOY, His Wife, and will be sold by:

Sheriff of Columbia County,

ROSENN, JENKINS & GREENWALD
ATTORNEYS

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE now : OF COLUMBIA COUNTY
known as FRANKLIN FIRST FEDERAL :
SAVINGS AND LOAN ASSOCIATION OF : CIVIL ACTION-LAW
WILKES-BARRE, :

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

JAMES E. McCOY and CORRINE H. :
McCOY, His Wife, :

DEFENDANTS : EXECUTION NO. 52 OF 1981

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: JAMES E. McCOY and CORRINE H. McCOY, 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 ~~Room~~ Col. Co.
Sheriff's Office Town
~~XXX~~, Courthouse, in the ~~City~~ of Bloomsburg, Columbia
Thursday, 2:00
County, Pennsylvania, on ~~Wednesday~~, August 20, 1981, at ~~XXXXX~~ o'clock
P.M. afternoon
~~XXX~~, eastern daylight time, in the ~~XXXXXX~~ of the said day, all your
right, title and interest in and to ALL that certain piece or parcel
of land situate in the Township of Briar Creek, County of Columbia 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 August 21 , 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 South Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY: 

DALE A DERR, ESQUIRE
Attorney for Plaintiff
235 Market Street
Bloomsburg, Pennsylvania

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 52 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 ~~XXXXXXX~~ Col. Co. Sheriff's Office ~~XXXXXXX~~ Town Col. Co., Courthouse, in the ~~City~~ of Bloomsburg, County of Columbia, Pennsylvania, on Thursday, August 20, 1981, at 2:00 o'clock ~~A.M.~~ P. afternoon in the ~~XXXXXX~~ of the said day, all the right, title, and interest of the defendants in and to:

ALL THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club;

THENCE South 3 degrees 40 minutes West 330 feet to a point;

THENCE north 87 degrees 35 minutes West 115 feet to a point;

THENCE north 3 degrees 40 minutes east 331 feet to a point in the center of the said public road;

THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning.

UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF:

BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner;

THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point;

THENCE South 3 degrees 40 minutes West in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more

or less to a point in lands now or late of J.A. Widger;

THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner;

THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and recorded in Columbia County Deed Book 280 at page 46.

PREMISES MORE COMMONLY known as R.D.#2, Briar Creek Township, Columbia County, Pennsylvania.

SUBJECT TO ALL THE RESTRICTIONS, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

TOGETHER WITH ALL BUILDINGS and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of Wilkes Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JAMES E. McCOY and CORRINE H. McCOY, His Wife, and will be sold by:

Sheriff of Columbia County,

ROSENN, JENKINS & GREENWALD
ATTORNEYS

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE now : OF COLUMBIA COUNTY
known as FRANKLIN FIRST FEDERAL :
SAVINGS AND LOAN ASSOCIATION OF : CIVIL ACTION-LAW
WILKES-BARRE, :

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

JAMES E. McCOY and CORRINE H. :
McCOY, His Wife, :

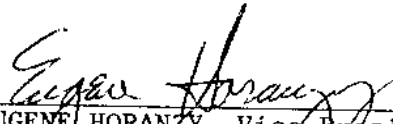
DEFENDANTS : NO. 439 OF 1981

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

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF COLUMBIA : SS.:

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, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of JAMES E. McCOY and CORRINE H. McCOY, 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

Defendant, JAMES E. McCOY, is East Third Street, Berwick, Columbia County, Pennsylvania and that the last known address of Defendant, CORRINE H. McCOY, is 4033 Old Berwick Road, Bloomsburg, 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 June, 1981.



NOTARY PUBLIC
NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.

MY COMMISSION EXPIRES OCTOBER 3, 1981

LIST OF LIENS
VERSUS

JAMES E. MCCOY AND CORBINE H. MCCOY, HIS WIFE

Court of Common Pleas of Columbia County, Pennsylvania.

First Federal Savings & Loan
Assoc. now known as Franklin 1st
Federal Savings Loan Assoc. of
Wilkes-Barre, Pa.
versus

James E. & Corrine H. McCoy

No. 439 of Term, 19 81
Real Debt \$30,881.32
Interest from 6-15-81
Commission
Costs
Judgment entered 6-22-81
Date of Lien 6-15-81
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 Baskin~~, 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

James E. McCoy and Corrine H. McCoy, his wife,

and find as follows:

See Photostatic copies attached.

Fee . \$5.00.

In testimony whereof I have set my hand and
seal of office this 12th day of August
A.D., 19 81.

Beverly J. Michael Acting
.....RECORDER

MORTGAGE

THIS MORTGAGE is made this 17th day of February, 1977, between the Mortgagor JAMES E. McCOY and CORRINE H. McCOY, his wife, of Berwick, County of Columbia, State of Pennsylvania (herein "Borrower"), and the Mortgagee Franklin 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 TWENTY SIX THOUSAND DOLLARS (\$26,000.00) 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 February 17, 2002;

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:

two (2)

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

THE FIRST THEREOF: BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in a north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club; THENCE South 3 degrees 40 minutes west 330 feet to a point; THENCE north 87 degrees 35 minutes west 115 feet to a point; THENCE North 3 degrees 40 minutes east 331 feet to a point in the center of the said public road; THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning. UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF: BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner; THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point; THENCE south 3 degrees 40 minutes west in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more or less to a point in lands now or late of J. A. Widger; THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner; THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING the same premises conveyed to the Mortgagors herein by Deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

PREMISES more commonly known as RD #2 Berwick, Briar Creek Township, Columbia County, State of Pennsylvania;

SUBJECT to all the restrictions, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

which has the address of RD #2 Berwick, Briar Creek Township, Columbia County, State of Pennsylvania (herein "Property Address");
[Street] [City]
[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 seized 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—FNMA/FNLMC UNIFORM INSTRUMENT



Franklin Federal Savings and Loan Association
44 West Market Street, Wilkes-Barre, Pennsylvania 18701

500: 182 554

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:

James E. McCoy
JAMES E. MCCOY —Borrower
Corrine H. McCoy
CORRINE H. MCCOY —Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA ss:

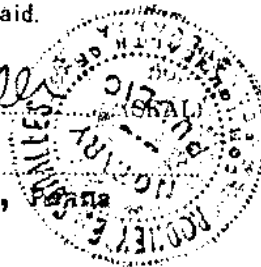
On this, the 17th day of February, 1977, before me, a Notary Public, personally appeared the within named

JAMES E. MCCOY and CORRINE H. MCCOY, 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 (they) executed the same for the purposes herein contained.

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

My Commission Expires:
4/3/78

Tommy E. Schaller
Berwick, Columbia County, Penna



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

Harold Rosenn
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. 182 page 554

Witness my hand and Seal of Office this 11th day of February 1977
11:37 a.m.

Martin G. Bower
Recorder of Deeds

LBH 1-75

FEB 17 11 37 AM '77
TAX FEE
RECORDED
COLUMBIA CO. PA.
110-143

BOOK 182 PAGE 557

REAL ESTATE MORTGAGE

INDENTURE, made this 31 day of March, 1978, by and between James E. McCoy & Corrine H. McCoy, His wife (MORTGAGORS)

and HOUSEHOLD CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation (MORTGAGEE),
1504 W. Front Street, Berwick Pennsylvania

MORTGAGORS, on this date, have executed a note by the terms of which MORTGAGORS have become indebted to MORTGAGEE in the sum of \$31,250.20 Dollars to be paid, including interest as specified therein, within 60 months from the date hereof in 60 monthly installments of \$140.47 Dollars and the first installment to be paid on May 1 1978 and the succeeding installments to be paid on the 1st day of each month thereafter until the entire sum due is paid in full.

This Mortgage and the lien thereof shall be security for this debt and for any and all loans that may be made by MORTGAGEE to MORTGAGORS at any future time; provided, however, that at no time shall the sum of the unpaid balances of the present debt and all subsequent loans exceed in the aggregate an unpaid face amount of \$8,500.

MORTGAGORS covenant and warrant that MORTGAGORS have full fee simple title to the mortgaged premises hereinafter described; that MORTGAGORS will pay the above mentioned debt as required by the said note, and any future loans as required; that the buildings on the premises shall be kept insured against loss by fire for the benefit of MORTGAGEE, in companies and amounts satisfactory to MORTGAGEE, with a standard mortgagee clause; and MORTGAGORS will pay any tax, assessment or other governmental charge, including water and sewer rents, assessed against or imposed upon the said premises, and will deliver to MORTGAGEE receipts therefor immediately upon demand.

Upon nonpayment by MORTGAGORS of any installment on the date when such installment shall fall due, the entire balance of the aforesaid debt shall become due and payable, at the option of MORTGAGEE, as provided in the note.

In the event that MORTGAGEE retains an attorney to institute an action on the said note or to foreclose on this Mortgage, then MORTGAGORS shall pay, in addition to the balance due on the said note, including interest, if any, an attorney's collection fee of 15 percent of the full amount then due and costs of suit; and in the event that MORTGAGEE obtains a judgment against MORTGAGORS in the suit on the said note or on this Mortgage, and thereafter issues a writ of execution or other appropriate writ on the said judgment, then MORTGAGORS hereby waive all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the mortgaged premises or any other property whatsoever, and any such judgment shall bear interest at the applicable rate until the full amount due MORTGAGEE is actually paid, by the Sheriff or otherwise.

NOW THEREFORE, MORTGAGORS, in consideration of the said debt, and to secure payment thereof, hereby grant, bargain and sell to MORTGAGEE

ALL THAT CERTAIN tract or parcel of land situate in the County of Columbia Commonwealth of Pennsylvania, more particularly described in the Deed recorded in the office for the recording of deeds in Deed Book No. 250 page 16 "and otherwise known as" RD 3 Martzville Rd. Berwick, Pa. (address of real estate)

TOGETHER with the buildings, improvements, rights, privileges, hereditaments and appurtenances, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises unto MORTGAGEE forever.

PROVIDED, nevertheless, that if MORTGAGORS shall pay to MORTGAGEE the entire debt as hereinbefore set forth, then the estate hereby granted shall cease, determine and become void.

IN WITNESS WHEREOF the said MORTGAGORS have hereunto set hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

James E. McCoy Corrine H. McCoy (SEAL) (SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia } SS

On the 18th day of April, 1978, before me, personally appeared the above-named

James E. McCoy and Corrine H. McCoy

and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their own free and voluntary act and deed, and desired that it be recorded as such.

WITNESS my hand and seal the day and year aforesaid. Martha Hummel Benetish Notary Public

The address of the within-named Mortgagee is

1504 W. Front St.

Berwick, Pa. 18603

on behalf of MORTGAGEE

Recorded in Columbia County Mtg. Bk. 189 page 281 on April 20, 1978 at 11:02 a.m. Manning Rower

REC'D BY RECORDER
COLUMBIA CO. PA.
APR 20 11 02 AM '78
TAX \$5.00
#997

1935 Orange St. Berwick, Penna.
Comm. expires 7-30-81

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)

James E. McCoy and Corrine H. McCoy, his wife, By SHERIFF of Columbia County

GRANTOR (S) ADDRESS ZIP CODE

Franklin First Federal Savings and Loan Association of Wilkes-Barre

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. 2, Berwick Briar Creek Township Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 15,000.00 HIGHEST ASSESSED VALUE \$ 3210.00

FAIR MARKET VALUE \$ 9620.00 REALTY TRANSFER TAX PAID \$ None

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

Mortgage Holder Exempt - Act 253, 1978

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

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

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

SUCCESSFUL BIDDER Franklin First Federal Savings and Loan Association of Wilkes-Barre
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3210.00
JUDGEMENT PLUS INTEREST	\$ 28,304.41		
BID PRICE		\$ 15,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 253.59	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 2,576.91	\$	
OTHER (COSTS, ETC.)	\$ 440.65	\$	
TOTAL	\$ 31,575.56	\$ 15,000.00	\$ 3210.00

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.

A. J. Zale
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4656

60-583
313

September 1, 1981

PAY TO THE ORDER OF Raymond E. Grassley, Tax Collector \$ 253.59

Two Hundred Fifty Three and 59/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Franklin First Federal S.B. & N.B.
NO. 52 OF 1981 E.D.
1981 School R.E. Taxes @ 10313059381

Victor B. Vandling
572 W. 810th St. 05

TAX NOTICE

MAKE CHECKS PAYABLE TO:

RAYMOND E. GRASSLEY
R. D. #3 BOX 4414
BERWICK, PA. 18603

HOURS: TUES, WED & THUR
6:00 TO 9:00 PM

PHONE 752-4900

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

MCCOY, JAMES E & CORRINE H
18603
BERWICK, PA

FOR DESCRIPTION	ASSESSMENT	MILLS	TAX	DATE	BILL NO.
SCHOOL R.E.	72.10	79.00	248.52	7/01/81	01094
			253.59		266.27
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.					
PAY THIS AMOUNT →					
PENALTY A PROPERTY DESCRIPTION					
SCHOOL 5%			248.52		
ACCT NO. 03866					
PARCEL 57-2-29					
C-105X331AV					
BUILDINGS					
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT					
TOTAL			3,210		

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

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 3,210

Balance Due \$257.80

128.90 - Press
128.90 - Enterprise

James McCoy Sheriff Sale

PRESS-ENTERPRISE, INC.
~~XXXXXXXXXXXXXXXXXXXX~~ Box 210X
Bloomsburg, Pa. 17815

Victor B. Vandling
Court House
Bloomsburg, PA 17815

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4609

August 14, 1981

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

Two Hundred Fifty Seven and $\frac{80}{100}$

\$ 257.80

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Franklin Fed S+L etc vs. McCoy
No. 52 of 1981
Legal Ads

Victor B. Vandling

⑆031305936⑆

57281000

05

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R Eyerly III
....., being duly
says that Berwick Enterprise is a newspaper of general ci
place of business in the Town of Berwick, County of Columk
established on the 6th day of April, 1903, and has been publi
Holidays) continuously in said Town, County and State sir
hereto attached is a copy of the legal notice or advertiser
which appeared in the issue of said newspaper on
July 29, August 5, 12,, 19 81
that the affiant is one of the owners and publishers of said ne
or notice was published; that neither the affiant nor Berwic
ject matter of said notice and advertisement, and that a
statement as to time, place, and character of publication an

Sworn and subscribed to before me this 13th day of

Matthew J. Hume
(Notary Public)

My Commission Expires
MATTHEW J. HUME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1985
Member, Pennsylvania Association of Notaries

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

SHERIFF'S SALE
By virtue of a Writ of Execution No. 52 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 Columbia County Sheriff's Office, Columbia County Court House, in the Town of Bloomsburg, County of Columbia, Pennsylvania, on Thursday, August 20, 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 THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

THE FIRST THEREOF:
BEGINNING at a point in the center of the said public road leading from
.....
County Deed Book 280 at
page 46.
PREMISES MORE COMMONLY known as R.D. 2, Briar Creek Township, Columbia County, Pennsylvania.
SUBJECT TO ALL THE provisions, reservations in prior deeds in the chain of title.
TOGETHER WITH ALL BUILDINGS and improvements thereon.
NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of

Wilkes-Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, against JAMES E. MCCOY and CORRINE H. MCCOY, His Wife, and will be sold by:
Victor B Vandling
Sheriff of Columbia County
Rosenn, Jenkins and Greenwald
Attorneys
July 29, Aug 5, 12

B

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III
....., being duly sworn according
that The Morning Press is a newspaper of general circulation with its
of business in the Town of Bloomsburg, County of Columbia and State
was established on the 1st day of March, 1902, and has been published
and Legal Holidays). continuously in said Town, County and State since
lishment; that hereto attached is a copy of the legal notice or advertisement
titled proceeding which appeared in the issue of said newspaper on...
July 29, August 5, 12,, 1981... exactly as printed
affiant is one of the owners and publishers of said newspaper in which
notice was published; that neither the affiant nor The Morning Press is
subject matter of said notice and advertisement, and that all of the allegations
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 13th day of Aug.

My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1985
Member, Pennsylvania Association of Notaries

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

it of
1981,
Court
Col-
lected
be
sale
y to
bid-
lum-
iff's
nty
the
arg,
cia,
urs-
to
the
lay,
duc
-du-
NIV
of
-v-
-k,
du
ia,
pe

Used Cars
& Trucks
LINCOLN

79 Ford Fairmont SW
79 Ford Mustang China

759-1055 - 752-6794
Rte. 11, Beach Haven
4 Miles N. of Barnick

KISHBAUGH
TOYOTA SALES
Rte. 11, Beach Haven
4 Miles N. of Barnick
275-0611
Bloom-Danville Hwy

KERN MOTORS
275-2212
Lincoln-Mercury

Jack Metzger Ford
76 Dodge D150 V-8
76 F250 V8 AT
74 Chev Impala SW
75 T-Bird
76 Dodge Aspen 4dr
76 Chev Cordoba
76 Buick LeSabre 2dr
77 LTD 4dr
77 Pont Ventura 4dr
78 Chevette 2dr
79 Chev Monza 2dr 4cyl
79 Lincoln Town Car
79 Cougar XR-7 V8 AC
80 Fairmont 4dr 6cyl AT
80 Chev Mal Cors 4dr

USED CARS
LINCOLN
MERCURY

JACK METZGER
HAWKINS
CHEVROLET-OLDS
DANVILLE - 275-0710
parts, 379-3848 after 4.
body and interior parts
69 PLY. FURY 318, for

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 20th day of AUGUST 1981, at 2:00 P.M.

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 OF WILKES BARRE

for the price or sum of Fifteen Thousand (\$15,000.00) plus Ninety (\$90.00) 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	\$89.85
Poundage	90.00
	\$179.85
Press-Enterprise, Inc.	257.80
Henrie Printing	35.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Raymond R. Grasley, Tax Collector, Briar Creek Twp.	253.59

NOTE: \$14,336.76 not collected from buyer (Plaintiff) as monies would only have to be returned to plaintiff.

Franklin First Federal Savings and Loan Association of Wilkes Barre vs James E. McCoy and Corrine H. McCoy, his wife No. 439 of 1981 J.D. No. 52 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers
August 21, 1981 }
VICTOR B. VANDLING Sheriff

F.F.F. SAV + LOAN ASSN VS McCoy, James + Corrine
 THURSDAY, Aug 20, 1981 NO. 52 of 1981 ED

WRIT OF EXECUTION:

Judgement --- Principal	\$ <u>25,769.12</u>	<u>TOTAL</u>
Insurance		
Interest from _____ to <u>6/15/81</u>	<u>2,535.29</u>	
Real Estate Tax		
Interest from _____ to _____		
_____ days @ \$ _____ per day		
Total.....	<u>25,304.41</u>	\$ <u>25,304.41</u>

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)		
Pro. Pd.	<u>25.00</u>	<u>Pl.</u>
Shff. V.		
Judg. Fee	<u>6.00</u>	<u>Pl.</u>
Atty. Fee		
Satisfaction		
Total.....	\$ <u>31.00</u>	\$ <u>31.00</u>

ATTORNEY FEES

Total.....	\$ <u>2,576.91</u>	\$ <u>2,576.91</u>
------------	--------------------	--------------------

SHERIFF'S COST OF SALE:

Docket & Levy	<u>10.75</u>	
Service of Notice (2)	<u>10.00</u>	
Postage	<u>1.70</u>	
Posting of Sale Bills (Bldg., Office, Lobby etc.)	<u>15.00</u>	
Advertising, Sale Bills	<u>5.00</u>	
Advertising, Newspapers	<u>5.00</u>	
Mileage	<u>15.41</u>	
Crying/Adjourn of Sale	<u>5.00</u>	
Poundage (2% 1st \$1000 plus $\frac{1}{2}$ % each \$ thereafter)		
Sheriff's Deed (executing & registering)	<u>20.00</u>	
Total.....	\$ <u>87.86</u>	\$ <u>87.86</u>

Morning Press (Ads)	<u>125.95</u>	
Berwick Enterprise (Ads)	<u>125.95</u>	
Henrie Printing	<u>35.00</u>	
Finance Charges		
Total.....	\$ <u>292.90</u>	\$ <u>292.90</u>

Prothonotary - List of Liens	<u>10.00</u>	
Deed	<u>3.00</u>	
Total.....	\$ <u>13.00</u>	\$ <u>13.00</u>

Recorder of Columbia Co.		
Deed, Search, Affidavit	<u>14.00</u>	
State Stamps		
Realty Transfer Stamps		
Total.....	\$ <u>14.00</u>	\$ <u>14.00</u>

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19		
School Taxes, District <u>Berwick</u> , 19 <u>81</u>	<u>253.59</u>	
Parcel #1		
Parcel #2		
Parcel #3		
Parcel #4		
Total.....	\$ <u>253.59</u>	\$ <u>253.59</u>

SEWERAGE RENT DUE:

Municipality _____ for 19 <u>81</u>	\$ _____	\$ _____
		<u>TOTAL</u> ---- \$ <u>663.24</u>

Bid Price \$ <u>12,000.00</u>	Realty Transfer Tax _____	<u>96.</u>
-------------------------------	---------------------------	------------

Poundage \$ <u>90.00</u>	State Stamps _____	<u>273.24</u>
--------------------------	--------------------	---------------

BUYER: F.F.F. Sav + Loan Assn

Address: _____

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 20th day of AUGUST 1981, at 2:00 P.M.

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 OF WILKES BARRE

for the price or sum of Fifteen Thousand (\$15,000.00) plus Ninety (\$90.00) 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	\$89.85
Poundage	90.00
	\$179.85
Press-Enterprise, Inc.	257.80
Henrie Printing	35.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Raymond R. Grasley, Tax Collector, Briar Creek Twp.	253.59

NOTE: \$14,336.76 not collected from buyer (Plaintiff) as monies would only have to be returned to plaintiff.

Franklin First Federal Savings and Loan Association of Wilkes Barre vs James E. McCoy and Corrine H. McCoy, his wife
No. 439 of 1981 J.D.
No. 52 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
August 21, 1981

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING

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
WILKESBARRE, vs. PLAINTIFF

JAMES E. McCOY AND CORRINE H. McCOY,
His Wife,
DEFENDANTS

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

No. 439 Term 19 81 J.D.

No. 52 Term 19 81 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PLUS A PER DIEM CHARGE AT THE rate of \$7.05 from June 15, 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 hereafter 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 made by Plaintiff.

Amount Due
Attorney's comm.
Interest ~~from~~ to 6/15/81

TOTAL

\$25,769.12
2,576.91
\$ ~~2,535.29~~
\$ 30,881.32 Plus costs **

as endorsed.

Dated 6-22-81

(SEAL)

[Signature]
Prothonotary, Court of Common Pleas of
~~LUZERN~~ County, Pennsylvania
COLUMBIA

By: _____ Deputy

No. 439 Term, 19 87 D.

No. 57 Term, 19 87 E.D.

IN THE COURT OF COMMON PLEAS
OF ~~WYBENE~~ COLUMBIA COUNTY
COLUMBIA

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

VS. PLAINTIFF

JAMES E. MCCOY AND CORRINE H. MCCOY, HIS
WIFE,

DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro. Pd.

Judg. Fee

Cr.

Sat.

OFFICE OF SHERIFF
COLUMBIA COUNTY
JUN 23 8 29 AM '87
SHERIFF
CHIEF DEPUTY

JOSEPH L. PERSICO, Attorney for Plaintiff
JOSEPH L. PERSICO, JENKINS & GREENWALD

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

Where papers may be served.

DATE A. DERR, ESQUIRE

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 52 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 ~~Court Room No. XXXXXXXXXX~~ Col. Co. Sheriff's Office Town Col. Co., Courthouse, in the ~~City~~ ^{XXXX} of Bloomsburg, County of Columbia, Pennsylvania, on Thursday, August 20, 1981, at 2:00 o'clock ~~A.M.~~ ^{P.} ~~XXXXXX~~ ^{afternoon} of the said day, all the right, title, and interest of the defendants in and to:

ALL THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club;

THENCE South 3 degrees 40 minutes West 330 feet to a point;

THENCE north 87 degrees 35 minutes West 115 feet to a point;

THENCE north 3 degrees 40 minutes east 331 feet to a point in the center of the said public road;

THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning.

UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF:

BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner;

THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point;

THENCE South 3 degrees 40 minutes West in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more

or less to a point in lands now or late of J.A. Widger;

THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner;

THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and recorded in Columbia County Deed Book 280 at page 46.

PREMISES MORE COMMONLY known as R.D.#2, Briar Creek Township, Columbia County, Pennsylvania.

SUBJECT TO ALL THE RESTRICTIONS, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

TOGETHER WITH ALL BUILDINGS and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of Wilkes Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JAMES E. McCOY and CORRINE H. McCOY, His Wife, and will be sold by:

Sheriff of Columbia County,

ROSENN, JENKINS & GREENWALD
ATTORNEYS

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE now : OF COLUMBIA COUNTY
known as FRANKLIN FIRST FEDERAL :
SAVINGS AND LOAN ASSOCIATION OF : CIVIL ACTION-LAW
WILKES-BARRE, :

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

JAMES E. McCOY and CORRINE H. :
McCOY, His Wife, :

DEFENDANTS : EXECUTION NO. 52 OF 1981

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: JAMES E. McCOY and CORRINE H. McCOY, 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,
Col. Co.
by vendue or outcry to the highest and best bidders, for cash, in ~~Room~~
Sheriff's Office Town
~~XXXX~~, Courthouse, in the ~~City~~ of Bloomsburg, Columbia
Thursday, 2:00
County, Pennsylvania, on ~~Wednesday~~, August 20, 1981, at ~~XXXXXX~~ o'clock
P. M. afternoon
~~XXXX~~, eastern daylight time, in the ~~forenoon~~ of the said day, all your
right, title and interest in and to ALL that certain piece or parcel
of land situate in the Township of Briar Creek, County of Columbia 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 August 21 , 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 South Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY: 

DALE A DERR, ESQUIRE
Attorney for Plaintiff
235 Market Street
Bloomsburg, Pennsylvania

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 52 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 ~~XXXXXX~~ Col. Co. Sheriff's Office ~~XXXXXX~~ Town Col. Co., Courthouse, in the ~~XXXX~~ of Bloomsburg, County of Columbia, Pennsylvania, on Thursday, August 20, 1981, at 2:00 o'clock ~~A.M.~~ P. afternoon in the ~~XXXXXX~~ of the said day, all the right, title, and interest of the defendants in and to:

ALL THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club;

THENCE South 3 degrees 40 minutes West 330 feet to a point;

THENCE north 87 degrees 35 minutes West 115 feet to a point;

THENCE north 3 degrees 40 minutes east 331 feet to a point in the center of the said public road;

THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning.

UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF:

BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner;

THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point;

THENCE South 3 degrees 40 minutes West in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more

or less to a point in lands now or late of J.A. Widger;

THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner;

THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and recorded in Columbia County Deed Book 280 at page 46.

PREMISES MORE COMMONLY known as R.D.#2, Briar Creek Township, Columbia County, Pennsylvania.

SUBJECT TO ALL THE RESTRICTIONS, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

TOGETHER WITH ALL BUILDINGS and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of Wilkes Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JAMES E. McCOY and CORRINE H. McCOY, His Wife, and will be sold by:

Sheriff of Columbia County,

ROSENN, JENKINS & GREENWALD
ATTORNEYS



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

July 16, 1981

A. J. ZALE, Chief Deputy

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

FRANKLIN FIRST FEDERAL
SAVINGS & LOAN ASSN.

VS

JAMES E. McCOY and CORRINE
H. McCOY, his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 52 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On July 15, 1981 at 7:45 A.M.,
_____, posted a copy of the SHERIFF'S
SALE bill on the property of James E. McCoy and Corrine H. McCoy, R.D. 2,
Berwick, Briar Creek Twp.,
_____,
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien.

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me this
_____ day of _____.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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 30, 1981

FRANKLIN FIRST FEDERAL
SAVINGS & LOAN ASSN.

vs

JAMES E. McCOY and CORRINE
H. McCOY, his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 52 of 1981 E.D.
WRIT OF EXECUTION

SERVICE ON CORRINE McCOY

On June 29, 1981 at 6:20 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was served on the defendant, Corrine
McCoy at 1601 Market St., Berwick, Pa.
by Deputy Sheriff John J. O'Brien.

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

So Answers:

John J. O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me
this 30th day of June
1981.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING

SHERIFF

TEL.: BUSINESS 717-784-5551
RESIDENCE 717-752-5765

Franklin First Federal
Savings & Loan Assn.
of Wilkes-Barre

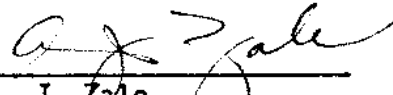
vs

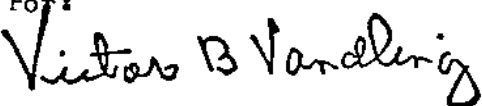
James E. McCoy and Corrine
H. McCoy, his wife

SERVICE ON JAMES MCCOY

On June 24, 1981, sent 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 to James E. McCoy, 800 E. 3rd St., Berwick, Pa.
18603 by Certified Mail, Return Receipt Requested No.
P16 6236741. Said James McCoy received
same on June 25, 1981 per signature of James McCoy
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P16 6236741
is attached.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:

Victor B. Vandling
Sheriff Columbia County

Sworn and subscribed before me
this 26th day of June 1981

Frederick J. Peterson,
Prothonotary, Columbia County, Penna.

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

PLAINTIFF

No. 52 of Term 19 81 ED

V.S.

JAMES E. McCOY AND CORRINE H. McCOY,
his wife

DEFENDANTS

To: Victor B. Vandling Sheriff

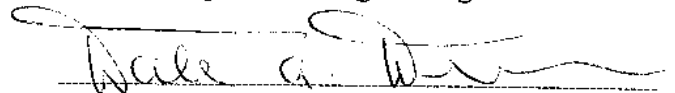
Seize, levy, advertise and sell all the personal property of the defendant on the premises located at
R.D. 2, Briar Creek Township, Columbia County, Pa.

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
------	-------	--------------	---------------	----------------

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

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE now : OF COLUMBIA COUNTY
known as FRANKLIN FIRST FEDERAL :
SAVINGS AND LOAN ASSOCIATION OF : CIVIL ACTION-LAW
WILKES-BARRE, :

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

JAMES E. McCOY and CORRINE H. :
McCOY, His Wife, :

DEFENDANTS : EXECUTION NO. 52 OF 1981

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: JAMES E. McCOY and CORRINE H. McCOY, 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,
Col. Co.
by vendue or outcry to the highest and best bidders, for cash, in ~~XXXX~~
Sheriff's Office Town
~~XX~~, Courthouse, in the ~~XXXX~~ of Bloomsburg, Columbia
Thursday 2:00
County, Pennsylvania, on ~~Wednesday~~ August 20, 1981, at ~~XXXX~~ o'clock
P.M. afternoon
~~XX~~, eastern daylight time, in the ~~XXXXXX~~ of the said day, all your
right, title and interest in and to ALL that certain piece or parcel
of land situate in the Township of Briar Creek, County of Columbia 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 August 21 , 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 South Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY: 

DALE A DERR, ESQUIRE
Attorney for Plaintiff
235 Market Street
Bloomsburg, Pennsylvania

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 52 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 ~~XXXXXX~~ Col. Co. Sheriff's Office ~~XXXXXX~~ Town Col. Co., Courthouse, in the ~~XXXX~~ of Bloomsburg, County of Columbia, Pennsylvania, P. on Thursday, August 20, 1981, at 2:00 o'clock A.M. in the forenoon of the said day, all the right, title, and interest of the defendants in and to:

ALL THOSE TWO CERTAIN lots, pieces or parcels of land situate in the Township of Briar Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point in the center of the said public road leading from Evansville to Berwick, said point being 320 feet in north 84 degrees 20 minutes westerly direction from the stone corner at the northwest corner of land of Berwick Golf Club;

THENCE South 3 degrees 40 minutes West 330 feet to a point;

THENCE north 87 degrees 35 minutes West 115 feet to a point;

THENCE north 3 degrees 40 minutes east 331 feet to a point in the center of the said public road;

THENCE south 84 degrees 20 minutes east along the center of said public road 115 feet to a point, the place of beginning.

UPON which is situate a two story frame dwelling house and out buildings.

THE SECOND THEREOF:

BEGINNING at a point in the center of the public road leading from Evansville to Berwick, said point being at the northwest corner of land now or late of Ardis E. Kepner;

THENCE north 84 degrees 20 minutes West for a distance of 50 feet to a point;

THENCE South 3 degrees 40 minutes West in a line parallel to the westerly boundary lines of lands now or late of Ardis E. Kepner for a distance of 331 feet more

or less to a point in lands now or late of J.A. Widger;

THENCE south 87 degrees 35 minutes east for a distance of 50 feet to a point at the southwest corner of land now or late of Ardis E. Kepner;

THENCE north 3 degrees 40 minutes east along property now or late of Ardis E. Kepner 331 feet to a point, the place of beginning.

BEING THE SAME PREMISES conveyed to the Defendants herein by deed of David Louis and Judith Ann Malatesta, dated the 25th day of October, 1976, and recorded in Columbia County Deed Book 280 at page 46.

PREMISES MORE COMMONLY known as R.D.#2, Briar Creek Township, Columbia County, Pennsylvania.

SUBJECT TO ALL THE RESTRICTIONS, reservations, qualifications and provisions as contained in prior deeds in the chain of title.

TOGETHER WITH ALL BUILDINGS and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on August 21, 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 Federal Savings and Loan Association of Wilkes Barre, now known as FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE, against JAMES E. McCOY and CORRINE H. McCOY, His Wife, and will be sold by:

Sheriff of Columbia County,

ROSENN, JENKINS & GREENWALD
ATTORNEYS