

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

28th day of JANUARY 19 82, at 2:30

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 THE CITIZENS' NATIONAL

BANK OF ASHLAND

for the price or sum of Two Hundred Thirty One and 43/100 (\$231.43) plus Four and 63/100 (\$4.63) 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 \$80.35
Poundage 4.63

\$ 84.98

The Morning Press 62.22

Henrie Printing 30.00

Prothonotary of Columbia County 13.00

Recorder of Deeds of Columbia County 14.00

Columbia County Tax Claim Bureau (1980 School District Taxes) 31.86

The Citizens National Bank of Ashland

vs

Samuel P. Peters and Gale A. Peters,
his wife

No. C.P. 665-81 of 1981 J.D.
No. 55 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }

3 FEBRUARY 1982

So answers

Victor B Vandenberg

Sheriff

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

The Citizens' National Bank
of Ashland
vs
Samuel P. Peters and Gale A.
Peters, his wife

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. C.P. 665-81 Term 19 81 ~~XXX~~
No. Term 19 A.D.
No. 55- Term 19 81 ~~XXX~~

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

ALL THE SURFACE OF ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the Town of Centralia, laid out by the Locust Mountain Coal and Iron Company, in Columbia County, in the State of Pennsylvania, bounded and described as follows, to wit:

On the North by lands of the Borough of Centralia, known as the Council Chamber property; on the East by an alley; on the South by lands now or formerly of Sarah A. Kane; and on the West by Locust Avenue.

Said lot of ground being 12½ feet in front and 140 feet in depth and being the Northern ½ of the lot marked on the general plan of the Borough of Centralia as No. 7 in Block No. 30. Upon which is erected ½ of a 2-story frame dwelling.

WITH THE APPURTENANCES consisting of a two and one half (2½) story, semi-detached frame dwelling known as 625 Locust Avenue, Centralia, Pa. 17927.

TO BE SOLD as the property of Samuel P. Peters and Gale A. Peters, his wife.

Amount Due \$ 6,916.94

Interest from \$ _____

Total \$ 6,916.94 Plus costs

as endorsed.

[Signature]
Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated July 16, 1981.
(SEAL)

By:

Deputy

SHERIFF'S SALE OF REAL ESTATE

By virtue of a writ of execution issued out of the Court of Common Pleas to me directed, will be exposed to public sale on **January 28, 1982**, at **2:30 P.M.** at the Court House, Bloomsburg, Columbia County, Pennsylvania, the following described real estate, to wit:

ALL THE SURFACE OF ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the Town of Centralia, laid out by the Locust Mountain Coal and Iron Company, in Columbia County, in the State of Pennsylvania, bounded and described as follows, to wit:

On the North by lands of the Borough of Centralia, known as the Council Chamber property; on the East by an alley; on the South by lands now or formerly of Sarah A. Kane; and on the West by Locust Avenue.

Said lot of ground being $12\frac{1}{2}$ feet in front and 140 feet in depth and being the Northern $\frac{1}{2}$ of the lot marked on the general plan of the Borough of Centralia as No. 7 in Block No. 30. Upon which is erected $\frac{1}{2}$ of a 2-story frame dwelling.

WITH THE APPURTENANCES consisting of a two and one half ($2\frac{1}{2}$) story, semi-detached frame dwelling known as 625 Locust Avenue, Centralia, Pa. 17927.

TO BE SOLD as the property of Samuel P. Peters and Gale A. Peters, his wife.

No. *C.P. 665-81*

All parties and claimants are hereby notified that schedules of distribution will be filed by the Sheriff in his office

on **February 3, 1982** , and distribution will be made in accordance with the schedule unless exceptions are filed there-
to within ten (10) days thereafter.

Seized, taken in execution and to be sold by Victor Vand-
ling, Sheriff of Columbia County.

Dated: , 1981.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL ACTION-LAW

The Citizens' National Bank of Ashland : No. C.P. 665-81
: :
: :
vs. : :
: :
Samuel P. Peters and Gale : :
A. Peters, his wife : Action to Foreclose Mortgage

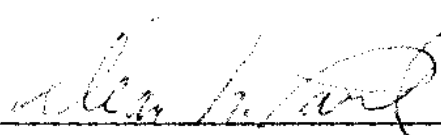
AFFIDAVIT AS TO NAMES AND ADDRESSES

State of Pennsylvania :
: SS
County of Schuylkill :

Dean N. Paul, being duly sworn according to law, deposes and says that he is the Cashier of The Citizens' National Bank of Ashland, the plaintiff in No. C.P. 665-81, and that to the best of his knowledge, information, and belief, the true and correct names of the defendants in the aforesaid action are Samuel P. Peters, whose last known address is 410 South Sheridan Road, Lawton, Oklahoma 73501, and Gale A. Peters, whose last known address is 19 East Ogden Street, Girardville, Pa. 17935.

Sworn and subscribed :
before me this ^{14th} :
day of December, :
1981. :

Dean N. Paul :
Notary Public :
My commission expires :
08/31/85 :



IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL ACTION-LAW

The Citizens' National Bank : No. C.P. 665-81
of Ashland :
: :
vs. : :
: :
Samuel P. Peters and Gale A. : :
Peters, his wife : : Action to Foreclose Mortgage

AFFIDAVIT OF NON-MILITARY SERVICE

State of Pennsylvania :
: SS
County of Schuylkill :

Dean N. Paul, being duly sworn according to law, deposes and says that he is the Cashier of The Citizens' National Bank of Ashland, the plaintiff is No. C.P. 665-1981, and that to the best of his knowledge, information and belief, the female defendant, Gale A. Peters, is not now or has been in the military service of the United States as defined by the Soldiers and Sailors Civil Relief Act of 1940 for any time period which would bring this case under the purview of said Act.

Sworn and subscribed
before me this 27th
day of July
1981.

Ruth L. Schryver
Notary Public
My commission expires
Oct. 8, 1981

Dean N. Paul

LIST OF LIENS

VERSUS

..... Samuel P. Peters and Gale A. Peters, his wife

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

Joseph S. Lucas

versus

Samuel P. Peters

No. 221 of Term, 19 81.
Real Debt || \$ 535.07
Interest from 2-19-81 ||
Commission ||
Costs ||
Judgment entered 2-19-81
Date of Lien 2-19-81
Nature of Lien Transcript of Judgment

Citizens Nat'l. Bank of Ashland

versus

Samuel P. & Gale A. Peters

No. 665 of Term, 19 81.
Real Debt || \$ 6,916.94
Interest from 7-16-81 ||
Commission ||
Costs ||
Judgment entered 7-16-81
Date of Lien Default Judgment
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 Bristol~~ 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

Samuel P. Peters and Gale A. Peters, 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 22nd day of January A.D., 19 82.

Beverly J. Michael RECORDER

The Indenture, Made the

23rd day of November in the year of our Lord one thousand nine hundred and SEVENTY-SEVEN (1977).

Between SAMUEL P. PETERS and GALE A. PETERS, his wife, of the Village of Lost Creek, Township of West Mahanoy, County of Schuylkill and State of Pennsylvania, hereinafter called mortgagors, parties of the first part AND THE CITIZENS NATIONAL BANK OF ASHLAND, a corporation duly organized under the laws of the United States, with its office in Ashland, Schuylkill County, Pennsylvania, hereinafter called mortgagor party of the other part:

Whereas, the said mortgagors in and by their *Obligation or Writing obligatory under their hand and seal duly executed, bearing even date herewith, stand firmly bound unto the said mortgagee, its successors or assigns in the sum of TWELVE THOUSAND and 00/100 (\$12,000.00) DOLLARS United States of America, conditioned for the payment of the just sum of SIX THOUSAND and 00/100 (\$6,000.00) DOLLARS lawful money as aforesaid.*

within 15 years from the date hereof in payments of not less than \$60.86 per month which payments are to be applied to interest at the rate hereinafter specified and the balance thereof to be applied to principal.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Said interest to be at the rate of Nine (9%) per cent. per annum; and also all premiums paid by the said mortgagee, its successors

or Assigns, for maintaining an insurance against loss or damage by fire, to an amount not less than Six Thousand (\$6,000.00) Dollars, upon the premises hereinafter described, without any fraud or further delay; and for the production to the said mortgagee, its successors

or Assigns, on or before the first day of December of each and every year, of receipts for all taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises. Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of principal or interest, for the space of thirty (30) days after the same or any part thereof shall fall due,

or in the payment of any premium of insurance as aforesaid, or in such production to mortgagee, its successors

or Assigns, on or before the first day of December of each and every year, of such receipts for such taxes, water and sewer rent charges of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid Six Thousand (\$6,000.00) Dollars shall, at the option of the said mortgagee, its successors

or Assigns, become due and payable immediately; and payment of said principal sum or portion remaining unpaid and all interest thereon may be enforced and recovered at once, anything therein contained to the contrary thereof notwithstanding. And Provided further, however, and it is thereby expressly agreed,

that if at any time thereafter, by reason of any default in payment, either of said principal sum aforesaid or portion remaining unpaid at maturity, or of said interest, or of premiums of insurance, or in production of said receipts for taxes, water and sewer rent charges within the time specified, a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a complaint or any other legal

proceeding is properly filed, based upon this Indenture of Mortgage, an attorney's commission for collection, viz.: ten per cent. shall be payable, and shall be recovered in addition to all principal, interest, and premiums of insurance then due, besides costs of suit, as in and by the said above recited Obligation and the Condition thereof, relation being thereunto had may more fully and at large appear.

Now this Indenture witnesseth, That the said mortgagors
of the aforesaid debt or principal sum of Six Thousand (\$6000.00)
Dollars as well for and in consideration

and for the better securing the payment of the same, with interest, unto the said mortgagee, its successors or Assigns, in discharge of the said above recited Obligation as for and in consideration of the further sum of One Dollar unto them in hand well and truly paid by the said mortgagee at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said mortgagee, its successors or Assigns,

ALL THE SURFACE OF ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the Town of Centralia, laid out by the Locust Mountain Coal and Iron Company, in Columbia County, in the State of Pennsylvania, bounded and described as follows, to wit:

On the North by lands of the Borough of Centralia, known as the Council Chamber property; on the East by an alley; on the South by lands now or formerly of Sarah A. Kane; and on the West by Locust Avenue.

Said lot of ground being 12½ feet in front and 140 feet in depth and being the Northern ½ of the lot marked on the general plan of the Borough of Centralia as No. 7 in Block No. 30. Upon which is erected ½ of a 2-story frame dwelling.

BEING THE SAME PREMISES which Maryann Daniels and John A. Daniels, her husband, by their deed of even date herewith and intended to be forthwith recorded, granted and conveyed unto Samuel P. Peters and Gale A. Peters, his wife, mortgagors herein, their heirs and assigns.

THIS BEING A PURCHASE MONEY MORTGAGE, GIVEN TO SECURE PURCHASE MONEY FURNISHED BY THE MORTGAGEE HEREIN.

Together with all and singular the buildings
Ways, Waters, Water-Courses, Rights, Liberties, Privileges,
Improvements, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any
wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said lot or piece of ground
Hereditaments and Premises hereby granted, or mentioned
and intended so to be, with the Appurtenances, unto the said
mortgagee, its successors
and Assigns, to and for the only proper use and behoof of the said mortgagee, its
successors or Assigns forever.

Provided always, nevertheless, that if the said mortgagors, their heirs

or Assigns, do and shall well and truly pay, or cause to be paid, unto the said mortgagee, its
successors

or Assigns, the aforesaid debt or principal sum of Six Thousand
(\$6,000.00) Dollars on the day and

time hereinbefore mentioned and appointed for payment of the same, together with interest and
premiums of insurance as aforesaid, and shall produce to the said mortgagee, its
successors

or Assigns, on or before the first day of December of each and every
year, receipts for all taxes, water and sewer rent charges of the current year assessed upon the mort-
gaged premises, without any fraud or further delay, and without any deduction, defalcation, or abate-
ment to be made of anything, for or in respect of any taxes, charges or assessments whatsoever, that then,
and from thenceforth, as well this present Indenture, and the estate hereby granted, as the
said above recited (Obligation shall cease, determine and become
void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided, further, in case of default in the payment of principal or interest
as aforesaid, or in the payment of any premium of insurance
or in case there
shall be default in production to the said mortgagee, its successors

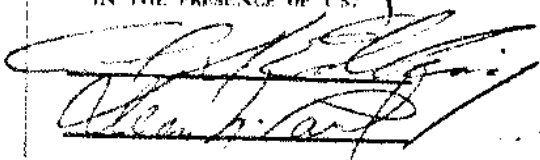
or Assigns, on or before the
first day of December of each and every year, of such receipts for
such taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises,
that thereupon it shall be lawful for the said mortgagee, its successors

or Assigns, to file forthwith a complaint or any other legal proceeding based upon this
present Indenture of Mortgage, and to proceed at once thereon to recover the principal moneys
hereby secured. Six Thousand (\$6,000.00) Dollars

and all interest or premiums of insurance due thereon, together with an attorney's commission for
collection, viz: ten per cent., besides costs of suit, without further stay, any law or
usage to the contrary notwithstanding.

In Witness Whereof, the said parties of the first part to these
presents have hereunto set their hands and seals. Dated the day and
year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:



 
Samuel P. Peters

 
Gale A. Peters

187 408

State of PENNSYLVANIA }
County of SCHUYLKILL } ss.

ON THE 23rd day of November Anno Domini 1977, before me,
a Notary Public in and for said County and State
personally appeared the above-named Samuel P. Peters and Gale A. Peters, his
wife
and in due form of law acknowledged the above indenture of Mortgage to be their
act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Richard S. Interline
Notary Public
My Commission Expires
Oct 8, 1981

On this, the _____ day of _____, 19____, before me,

_____ the undersigned officer,
personally appeared _____ who acknowledged himself (herself)
to be the _____ of _____
a corporation, and that he as such _____, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the corporation
by himself (herself) as

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

RECORDED BY RECORDER
COLUMBIA CO PA
TAX \$0
Nov 29 2 45 PM '77

Home Mortgage #347
Richard S. Interline, Attorney
1100 Chestnut St., Philadelphia, Pa. 19104

Mortgage.

SAMUEL P. PETERS and GALE
A. PETERS, his wife

TO

THE CITIZENS' NATIONAL BANK
OF ASHLAND

John C. Clark Co., Phila. 1977

Recorded in the office for Recording of Deeds in and for Columbia County
in Mortgage Book No. 187 Page 406 &c

Witness my hand and seal of Office this 29th
day of November Anno Domini 1977
2:45 p.m.

William G. Bower
Recorder

Deputy Recorder

This Indenture, Made the

23rd day of November in the year of our

Lord one thousand nine hundred and SEVENTY-SEVEN (1977).

Between SAMUEL P. PETERS and GALE A. PETERS, his wife, of the Village of Lost Creek, Township of West Mahanoy, County of Schuylkill and State of Pennsylvania, hereinafter called mortgagors, parties of the first part AND JOHN A. DANIELS and MARYANN DANIELS, his wife, of the Borough of Centralia, County of Columbia and State of Pennsylvania, hereinafter called mortgagees, parties

of the other part:

Whereas, the said mortgagors in and by their *Obligation or Writing obligatory under their hands and seals duly executed, bearing even date herewith, stand firmly bound unto the said mortgagees, their heirs or assigns in the sum of ONE THOUSAND EIGHT HUNDRED and 00/100 (\$1,800.00) United States of America, conditioned for the payment of the just sum of NINE HUNDRED and 00/100 (\$900.00) DOLLARS*

lawful money as aforesaid,

within 3 years from the date hereof in payments of not less than \$28.62 per month which payments are to be applied to interest at the rate hereinafter specified and the balance thereof to be applied to principal.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Said interest to be at the rate of Nine (9%) per cent. per annum; and also all premiums paid by the said mortgagees, their heirs or Assigns, for maintaining

an insurance against loss or damage by fire, to an amount not less than Nine Hundred (\$900.00) Dollars, upon the premises hereinafter described, without any fraud or further delay; and for the production to the said mortgagee, its successors

or Assigns, on or before the first day of December of each and every year, of receipts for all taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises. Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of principal or interest, for the space of thirty (30) days after the same or any part thereof shall fall due,

or in the payment of any premium of insurance as aforesaid, or in such production to mortgagees, their heirs

or Assigns, on or before the first day of December of each and every year, of such receipts for such taxes, water and sewer rent charges of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid Nine Hundred (\$900.00) Dollars shall, at the option of the said

mortgagees, their heirs or Assigns, become due and payable immediately; and payment of said principal sum or portion remaining unpaid and all interest thereon, may be enforced and recovered at once, anything therein contained to the contrary thereof notwithstanding.

And Provided further, however, and it is thereby expressly agreed, that if at any time thereafter, by reason of any default in payment, either of said principal sum aforesaid or remaining unpaid at maturity, or of said interest, or of premiums of insurance, or in production of said receipts for taxes, water and sewer rent charges within the time specified, a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a complaint or any other legal

proceeding is properly filed, based upon this Indenture of Mortgage, an attorney's commission for collection, viz.: ten per cent. shall be payable, and shall be recovered in addition to all principal, interest, and premiums of insurance then due, besides costs of suit, as in and by the said above recited Obligation and the Condition thereof, relation being thereunto had may more fully and at large appear.

Now this Indenture witnesseth, That the said mortgagors
as well for and in consideration
of the aforesaid debt or principal sum of Nine Hundred and 00/100
(\$900.00) Dollars

and for the better securing the payment of the same, with interest, unto the said mortgagees,

their heirs or Assigns, in discharge of the said above recited Obligation
as for and in consideration of the further sum of One Dollar unto them in hand well and
truly paid by the said mortgagees
at and before the sealing and delivery hereof, the receipt whereof is hereby
acknowledged, have granted, bargained, sold, aliened, enfeoffed, released and confirmed,
and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm
unto the said mortgagees, their heirs
or Assigns,

ALL THE SURFACE OF ALL THAT CERTAIN LOT OR PIECE OF GROUND
situate in the Town of Centralia, laid out by the Locust
Mountain Coal and Iron Company, in Columbia County, in the
State of Pennsylvania, bounded and described as follows, to
wit:

On the North by lands of the Borough of Centralia, known
as the Council Chamber property; on the East by an alley; on
the South by lands now or formerly of Sarah A. Kane; and on
the West by Locust Avenue.

Said lot of ground being 12½ feet in front and 140 feet
in depth and being the Northern ½ pf the lot marked on the
general plan of the Borough of Centralia as No. 7 in Block
No. 30. Upon which is erected ½ of a 2-story frame dwelling.

BEING THE SAME PREMISES which Maryann Daniels and John
A. Daniels, her husband, by their deed of even date herewith
and intended to be forthwith recorded, granted and conveyed
unto Samuel P. Peters and Gale A. Peters, his wife, mortgagors
herein, their heirs and assigns.

THIS BEING A PURCHASE MONEY MORTGAGE, GIVEN
TO SECURE PURCHASE MONEY FURNISHED BY THE
MORTGAGEE HEREIN.

IT IS HEREBY expressly declared that this mortgage is
subject, in both lien and payment to a certain mortgage of
even date given to secure the sum of \$6,000.00 by the mort-
gagors to Citizens' National Bank and intended to be forth-
with recorded and that the lien of said mortgage shall not
be affected or impaired by a judicial sale under a judgment
received upon this mortgage or the bond secured hereby; but
any such sale shall be made subject to the lien of said rec-
ited mortgage.

Together with all and singular the buildings
Ways, Waters, Water-Courses, Rights, Liberties, Privileges,
Improvements, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any
wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said lot or piece of ground
Hereditaments and Premises hereby granted, or mentioned
and intended so to be, with the Appurtenances, unto the said
mortgagees, their heirs
and Assigns, to and for the only proper use and behoof of the said mortgagees, their
heirs or Assigns forever.

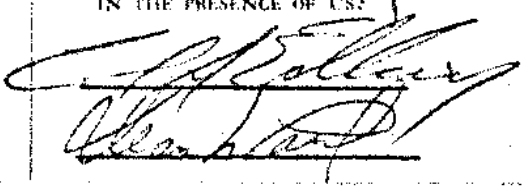
UNDER AND SUBJECT in both lien and payment to a certain mortgage
of even date to secure the sum of \$6,000.00 given by the mortgagors
to the Citizens' National Bank, as aforesaid.

Provided always, nevertheless, that if the said mortgagors, their heirs
or Assigns, do and shall well and truly pay, or cause to be paid, unto the said mortgagees,
their heirs
or Assigns, the aforesaid debt or principal sum of Nine Hundred
(\$900.00) Dollars on the day and
time hereinbefore mentioned and appointed for payment of the same, together with interest and
premiums of insurance as aforesaid, and shall produce to the said mortgagees, their
heirs
or Assigns, on or before the first day of December of each and every
year, receipts for all taxes, water and sewer rent charges of the current year assessed upon the mort-
gaged premises, without any fraud or further delay, and without any deduction, defalcation, or abate-
ment to be made of anything, for or in respect of any taxes, charges or assessments whatsoever, that then,
and from thenceforth, as well this present Indenture, and the estate hereby granted, as the
said above recited Obligation shall cease, determine and become
void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided, further, in case of default in the payment of principal or interest
as aforesaid, or in the payment of any premium of insurance or in case there
as aforesaid, shall be default in production to the said mortgagees, their heirs
or Assigns, on or before the
first day of December of each and every year, of such receipts for
such taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises,
that thereupon it shall be lawful for the said mortgagee, its successors
or Assigns, to file forthwith a complaint or any other legal proceeding based upon this
present Indenture of Mortgage, and to proceed at once thereon to recover the principal moneys
hereby secured, Nine Hundred and 00/100 (\$900.00) Dollars
and all interest or premiums of insurance due thereon, together with an attorney's commission for
collection, viz: ten per cent., besides costs of suit, without further stay, any law or
usage to the contrary notwithstanding.

In Witness Whereof, the said parties of the first part to these
presents have hereunto set their hands and seals. Dated the day and
year first above written.

Scaled and Delivered
IN THE PRESENCE OF US:




Samuel P. Peters


Gale A. Peters

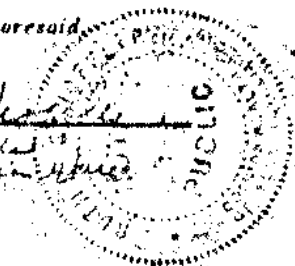
187 412

State of PENNSYLVANIA }
County of SCHUYLKILL } ss.

ON THE 23rd day of November Anno Domini 1977, before me, a Notary Public in and for said County and State personally appeared the above-named Samuel P. Peters and Gale A. Peters, his wife and in due form of law acknowledged the above Indenture of Mortgage to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid

Ruth L. [Signature]
Notary Public
My Commission Expires
Oct. 5, 1981



On this, the _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____ of _____ who acknowledged himself (herself) to be the _____ a corporation, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as

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

RECORDED BY RECORDER
COLUMBIA CO., PA.
NOV 29 2 45 PM '77

Rev Waste

Richard S. Entertline, Attorney
770 Center St., Ashli, Pa. 17921

348

Mortgage.

SAMUEL P. PETERS and GALE A. PETERS, his wife

TO

JOHN A. DANIELS and MARY-ANN DANIELS, his wife

John C. Clark Co., Phila. 1977

Recorded in the office for Recording of Deeds in and for Columbia County in Mortgage Book No. 187 Page 410 &c

Witness my hand and seal of Office this 29th day of November Anno Domini 1977 2:45 p.m.

Recd *Marvin G. Bower*
Deputy Recorder

MORTGAGE

THIS MORTGAGE, entered into this 15th day of February, 1979, between Samuel Peters and Gail Peters, his wife herein called "Mortgagors," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 36-38 S. Main St., Shenandoah, Pennsylvania, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note \$ 2700.00 (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the (City) of Centralia, County of Columbia, Commonwealth of Pennsylvania, described as follows: (Township)

Insert description of mortgaged premises from Mortgagor's deed

Real estate as more fully described in Deed Book #281 Page #217.
Recorded with the Recorder of Deeds of Columbia County on 11/27/77

BEING premises known and designated as 625 Locust Ave., Centralia, Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 277, Page 77, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said promissory Note.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said promissory Note, costs of suit, and costs of sale.
6. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

Samuel Peters (SEAL)

Gail Peters (SEAL)

..... (SEAL)

306 194 34 (SEAL)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Columbia

On this 15th day of February 1979 before me, a Notary Public, came the above named Samuel Peters and Gail Peters, his wife

Mortgage(s) above named, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.

Notary Public seal for Samuel Peters, Columbia, Pa. My commission expires 1982.

CERTIFICATE OF RESIDENCE

Mary E. Price of Beneficial Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 501 Sheandoah Pennsylvania.

Witness my hand, this 15th day of February 1979

Mary E. Price Agent of Mortgagee

RECORDED BY RECORDER COLUMBIA CO. PA. TAX \$50 FEE \$50 FEB 26 12 28 PM '79

Hor 4-PA-15 Ed. 1/76

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Samuel Peters

Gail Peters

Name of Mortgagee(s)

BENEFICIAL CONSUMER DISCOUNT COMPANY

36-39 S. Main St.,

Shenandoah, Pa. 17976

Address

Mortgaged Premises:

625 Locust Ave. S

Centralia, Pa. 17927

City, Borough or Township

Notary Office

COMMONWEALTH OF PENNSYLVANIA

CORNY OF Columbia 12:28 p.m.) ss.

RECORDED on the 26th day of Feb. 1979

In the Office for Recording of Deeds of said County in Mortgage Book No. 194

Recorder's signature

RECORDER

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 28th day of JANUARY 19 82, at 2:30

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 THE CITIZENS' NATIONAL BANK OF ASHLAND

for the price or sum of Two Hundred Thirty One and 43/100 (\$231.43) plus Four and 63/100 (\$4.63) 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	\$80.35
Poundage	<u>4.63</u>
	\$ 84.98
The Morning Press	62.22 ✓
Henrie Printing	30.00 ✓
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	14.00
Columbia County Tax Claim Bureau (1980 School District Taxes)	31.86

The Citizens National Bank of Ashland
vs

Samuel P. Peters and Gale A. Peters,
his wife

No. C.P. 665-81 of 1981 J.D.
No. 53 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers
3 FEBRUARY 1982 } Victor B Vandenberg Sheriff

Know all Men by these Presents,

That I, **VICTOR B. VANDLING**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of **Two Hundred Thirty One and 43/100 (\$231.43)** -----dollars to me in hand paid, do hereby grant and convey to **THE CITIZENS NATIONAL BANK OF ASHLAND**

ALL THE SURFACE OF ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the Town of Centralia, laid out by the Locust Mountain Coal and Iron Company, in Columbia County, in the State of Pennsylvania, bounded and described as follows, to wit:

On the North by lands of the Borough of Centralia, known as the Council Chamber property; on the East by an alley; on the South by lands now or formerly of Sarah A. Kane; and on the West by Locust Avenue.

Said lot of ground being $12\frac{1}{2}$ feet in front and 140 feet in depth and being the Northern $\frac{1}{2}$ of the lot marked on the general plan of the Borough of Centralia as No. 7 in Block No. 30. Upon which is erected $\frac{1}{2}$ of a 2-story frame dwelling.

WITH THE APPURTENANCES consisting of a two and one half ($2\frac{1}{2}$) story, semi-detached frame dwelling known as 625 Locust Avenue, Centralia, Pa. 17927.

TO BE SOLD as the property of Samuel P. Peters and Gale A. Peters, his wife.



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)

Samuel P. Peters and Gale A. Peters, his wife, By the SHERIFF of Columbia County

GRANTOR (S) ADDRESS ZIP CODE

The Citizens National Bank of Ashland

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

625 Locust Avenue Centralia Borough Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 231.43 HIGHEST ASSESSED VALUE \$ 530.00

FAIR MARKET VALUE \$ 1590.00 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, Court House, Bloomsburg, Pa. SHERIFF
NAME ADDRESS TITLE

SUCCESSFUL BIDDER The Citizens National Bank of Ashland
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 530.00
JUDGEMENT PLUS INTEREST	\$6,916.94		
BID PRICE		\$ 231.43	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 31.86	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 295.31	\$	
TOTAL	\$7,244.11	\$ 231.43	\$ 530.00

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.

Gale Peters
 GRANTEE AGENT FOR GRANTEE
 GRANTOR AGENT FOR GRANTOR
 STRAW TRUSTEE

The Citizens Mortgage Corp vs 1. State of New Jersey

THURSDAY, January 22, 1982 NO. 55 of 1981

WRIT OF EXECUTION:

Judgement --- Principal	\$ <u>6,946.24</u>	<u>TOTAL</u>
Insurance	_____	
Interest from _____ to _____	_____	
Real Estate Tax	_____	
Interest from _____ to _____	_____	
_____ days @ \$ _____ per day	_____	
Total.....	_____	\$ <u>6,946.24</u>

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)	_____	
Pro. Pd.	<u>25.00</u>	<u>16</u>
Shff. V.	<u>25.00</u>	<u>16</u>
Judg. Fee	_____	
Atty. Fee	_____	
Satisfaction	_____	
Total.....	\$ <u>75.00</u>	\$ <u>75.00</u>

ATTORNEY FEES

Total.....	\$ _____	\$ _____
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SHERIFF'S COST OF SALE:

Docket & Levy	_____	
Service of Notice	_____	
Postage	_____	
Posting of Sale Bills (Bldg., Office, Lobby etc.)	_____	
Advertising, Sale Bills	_____	
Advertising, Newspapers	_____	
Mileage	_____	
Crying/Adjourn of Sale	_____	
Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)	_____	
Sheriff's Deed (executing & registering)	_____	
Total.....	\$ <u>80.00</u>	\$ <u>7,012.68</u>

7,012.68
231.43
7,244.11

Morning Press (Ads)	_____	
Berwick Enterprise (Ads)	_____	
Henrie Printing	_____	
Finance Charges	_____	
Total.....	\$ <u>40.00</u>	\$ <u>7,284.11</u>

Prothonotary - List of Liens Deed	_____	
Total.....	\$ <u>4.00</u>	\$ <u>7,288.11</u>

Recorder of Columbia Co. Deed, Search, Affidavit State Stamps Realty Transfer Stamps	_____	
Total.....	\$ <u>14.00</u>	\$ <u>7,302.11</u>

<u>REAL ESTATE TAXES:</u> Borough/Township & County Taxes, 19 <u>81</u> School Taxes, District <u>NA. Co.</u> , 19 <u>80</u> Parcel #1 _____ Parcel #2 _____ Parcel #3 _____ Parcel #4 _____	_____	
Total.....	\$ <u>31.86</u>	\$ <u>7,333.97</u>

<u>SEWERAGE RENT DUE:</u> Municipality _____ for 19 <u>81</u>	\$ _____	\$ _____
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→ 231.43

SHERIFF'S SALE

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

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO MAKE A DOWN PAYMENT OF 50% IN CASH OR CHECK.

IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK WE WILL PROSECUTE.

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON 2/4/82, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs 2/4/82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 2/4/82, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on 2/3/82 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 7,244.11, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 7,244.11, WHICHEVER IS HIGHER.

BUYER Plaintiff

PRICE 231.43

POUNDAGE 4.63 } \$236.06

DEED IN NAME OF Plaintiff

REALTY TRANSFER TAX None

STATE STAMPS None