

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 21st day of JANUARY 19 82, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE

for the price or sum of Six Hundred Forty One and 06/100 (\$641.06) plus Twelve and 82/100 (\$12.82) 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	\$103.75	
Poundage	12.82	\$116.57
Henrie Printing		30.00
Press-Enterprise, Inc.		209.20
Recorder of Deeds of Columbia County		14.00
Columbia County Tax Claim Bureau (1981 Blbg. Area School District)		235.13
Town of Bloomsburg, Municipal Authority		35.98
Prothonotary of Columbia County		13.00
Franklin Federal Savings & Loan Assn. of Wilkes Barre n/k/a Franklin First Federal Savings & Loan Assn. of Wilkes Barre		

vs

Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly

No. 1464 of 1981 J.D.

No. 78 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa.)
22 January 1982

So answers

Victor B Vandling
VICTOR B. VANDLING

Sheriff

10/7/81

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 1/27/82, 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 1/25/82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY January 28, 1982, 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 January 22, 1982 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 \$ 29,235.29, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 29,235.29, WHICHEVER IS HIGHER.

10
16
Deed: BUYER Ranklin First Federal Savings and Loan Association of Wilkes-Barre

PRICE 641.06

POUNDAGE 12.82

DEED IN NAME OF _____

REALTY TRANSFER TAX _____

STATE STAMPS _____

THURSDAY, Feb 21, 1936NO. CS 1851 B.D.

WRIT OF EXECUTION:

TOTAL

Judgement --- Principal \$ 10,800.00

Insurance

Interest from _____ to 11/2/35 1,377.42

Real Estate Tax

Interest from _____ to _____
_____ days @ \$ _____ per day

Total.....

\$ 12,177.42

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

Total.....\$

\$ 77.55

ATTORNEY FEES

Total.....\$

\$ 2,485.00

SHERIFF'S COST OF SALE:

Docket & Levy

Service of Notice

Postage

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

Advertising, Sale Bills

Advertising, Newspapers

Mileage

Crying/Adjourn of Sale

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

Sheriff's Deed (executing & registering)

Total.....\$

\$ 104.00

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

Total.....\$

\$ 200.00Prothonotary - List of Liens
Deed

Total.....\$

\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

Total.....\$

\$ 20.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1935School Taxes, District Bloom, 1935

Parcel #1

Parcel #2

Parcel #3

Parcel #4

Total.....\$

\$ 230.00

SEWERAGE RENT DUE:

Municipality 1935 for 1935\$ 35.00\$ 35.00Taxes & Costs TOTAL -----> \$ 641.00

104.60 Morning Press
104.60 Berwick Enterprise
Balance Due \$209.20

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

Gary Eckrote

Victor Vandling

..... J. Stephen Buckley, being duly sworn according to law says that Berwick Enterprise is a newspaper of general circulation with its principal place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Sun Holidays) continuously in said Town, County and State since the date of its establishment hereto attached is a copy of the legal notice or advertisement in the above entitled which appeared in the issue of said newspaper on
December 30, 1981, January 6, 13, 19 82 ... exactly as printed :
that the affiant is one of the owners and publishers of said newspaper in which legal or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

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

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5032

JANUARY 15, 1982

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 209.20

Two Hundred Nine and 20/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR F.F.F. 5th Assn of W-B vs Eckrote
Legal Ads
No. 78 of 1981 ED.

0031305936

572081000

05

Victor B. Vandling

SHERIFF'S SALE
By virtue of Writ of Execution No. 78 of 1981, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Jan. 21, 1982
at 2:15 o'clock p.m.

ALL that certain piece, parcel and lot of land situate in the Town of

the 31st day of August, 1978 and in Columbia County Deed Book 288, at page 845.

PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

Taken into execution, etc. at the suit of Franklin Federal and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will, on January 22, 1982, 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.

Victor B. Vandling
Sheriff

Rosen, Jenkins
and Greenwald, Attys.
Dec 30, Jan 6, 13 B

SHERIFF'S SALE
By virtue of Writ of Execution No. 78 of 1981, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, I am directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

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at 2:15 o'clock p.m.

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PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

Taken into execution, etc. at the suit of Franklin Federal and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly.

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Victor B Vandling
Sheriff

Rosen, Jenkins
and Greenwald, Attys.
Dec 30, Jan 6, 13

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

..... J. Stephen Buckley, being duly sworn according to law says that Berwick Enterprise is a newspaper of general circulation with its principal place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Sunday Holidays) continuously in said Town, County and State since the date of its establishment hereto attached is a copy of the legal notice or advertisement in the above entire which appeared in the issue of said newspaper on
December 30, 1981, January 6, 13, 19 82... exactly as printed
that the affiant is one of the owners and publishers of said newspaper in which legal notice or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

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

Matthew J. Creme
(Notary Public)

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 affidavit have been paid in full.

**STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA**

J. Stephen Buckley.....
that The Morning Press is a newspa
of business in the Town of Bloom.
was established on the 1st day of M
and Legal Holidays). continuously
lishment; that hereto attached is :
titled proceeding which appeared in
December 30, 1981, January
affiant is one of the owners and pu
notice was published; that neither t
ject matter of said notice and adve
statement as to time, place, and cha

SHERIFF'S SALE

By virtue of Writ of Execu-
tion No. 78 of 1981,
issued out of the Court
of Common Pleas of Col-
umbia County, Pennsyl-
vania, and to me
directed, I will expose to
public sale at the Sher-
iff's Office, in the Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

**Thurs., Jan. 21, 1982
at 2:15 o'clock p.m.**

ALL that certain piece,
parcel and lot of land
situate in the Town of
Bloomsburg, County of
Columbia, and State of
Pennsylvania, more fully
bounded and described
as follows, to-wit:

BEGINNING at a point on
the southern side of East
Seventh Street, in line of
land now or formerly of
Arthur A. Cox; thence in

an easterly direction feet
more or less to a point
in line of land now or
formerly of Maude B.
Hummel, et al; thence in
a southerly direction
along land now or form-
erly of the said Maude B.
Hummel, et ux, one
hundred fifteen and
seven tenths (115.7) feet
more or less, to a point
on the northern side of
Old Berwick Road;
thence in a westerly
direction along the
northern side of said Old
Berwick Road, forty
three and eight tenths
(43.8) feet, more or less,
to a point in line of land
now or formerly of the
said Arthur A. Cox;
thence in a northerly
direction along land now
or formerly of the said
Arthur A. Cox, one
hundred four and five
tenths (104.5) feet, more
or less, to a point on the
southern side of East
Seventh Street, the place
of beginning. Being
known as Lot #14 in
Block 28 of the plot or
plan of the Bloomsburg
Land Improvements Com-
pany's Addition to the
Town of Bloomsburg, as
compiled by Samuel Ney-
hard and James Brown
in the 1891, and being
known and designated
as 615 Old Berwick
Road, Bloomsburg, Penn-
sylvania.

BEING the same premises
conveyed to the Defend-
ants herein by Deed of
Ray E. LeVan and Kaye
L. LeVan, his wife, dated
the 31st day of August,
1978 and in Columbia
County Deed Book 288,

at page 845.
PREMISES known as 615
Old Berwick Road, Town
of Bloomsburg, Columbia
County, Pennsylvania.
SUBJECT to the same res-
ervations, covenants,
restrictions and excep-
tions as appear in prior
instruments in the chain
of title.

Taken into execution, etc.
at the suit of Franklin
Federal and Loan Asso-
ciation of Wilkes-Barre
n/k/a Franklin First Fed-
eral Savings and Loan
Association of Wilkes-
Barre, Pennsylvania,
against Gary L. Eckrote
and Margaret A. Eck-
rote, his wife, and Dar-
lene E. Kelly.

NOTICE is hereby given to
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in interest that the Sher-
iff will, on January 22,
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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 ther-
eto within ten (10) days
thereafter.

Victor B Vandling
Sheriff

Rosen, Jenkins
and Greenwald, Attys.
Dec 30, Jan 6, 13

B

in the above en-
.....
lished; that the
advertisement or
ested in the sub-
in the foregoing

Sworn and subscribed to before me this 13th day of Jan 1982

(Notary Public)

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.



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. D'BRIEN, DEPUTY
LEE F. MENBINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

February 2, 1982

Geraldine S. Kern
Tax Collector
Town Hall
Bloomsburg, Pa. 17815

RE: F.F.S.&L. Association of W-B

vs

Gary L. Eckrote and Margaret A.
Eckrote, his wife and Darlene
E. Kelly
No. 78 of 1981 E.D.

Dear Ms. Kern,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held January 21, 1982.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded to the
Columbia County Tax Claim Bureau. (432512)

Property purchased by PLAINTIFF.

Thank you for your cooperation in this matter.

Very truly yours,

AJZ
A. J. Zale for
Victor B. Vandling

Chairman
Warren K. Erwine
Vice Chairman
Charles Housenick II
Treasurer
Dr. Michael Herbert
Secretary-Asst. Treasurer
Gerald Depo
Solicitor
Charles B. Pursel

MUNICIPAL AUTHORITY
of the
TOWN OF BLOOMSBURG
PENNSYLVANIA (17815)
(717) 784-5422

Board of Directors
Warren K. Erwine
Robert Linn
Dr. Michael Herbert
Charles Housenick II
Charles E. Long

December 17, 1981

Victor Vandling, Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Attention: Mr. Al Zale

Dear Mr. Zale:

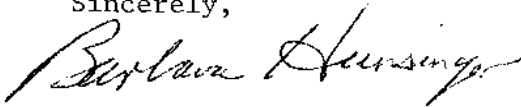
This letter is to inform you of the delinquent sewer rental charges against Gary Eckrote, 615 Berwick Road, Bloomsburg.

10/15/80 qtr.	\$15.54
1/15/81 "	6.22
4/15/81 "	6.22
	<u>\$27.98</u>
Lien fees	8.00
	<u>\$35.98</u>

check #5080, 2/2/82

Thank you for your cooperation in this matter.

Sincerely,



Barbara Hunsinger
Municipal Authority
of the
Town of Bloomsburg

CHIEF DEPUTY
SHERIFF
DEC 21 10 17 AM '81
OFFICE OF SHERIFF
COLUMBIA COUNTY

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

~~FRANKLIN FEDERAL SAVINGS AND LOAN~~
~~ASSOCIATION OF WILKES-BARRE n/k/a~~
~~FRANKLIN FIRST FEDERAL SAVINGS~~
~~AND LOAN ASSOCIATION OF WILKES-~~
~~BARRE,~~ vs.

GARY L. ECKROTE AND MARGARET A.
ECKROTE, his wife, and DARLENE
E. KELLY

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

No. 1464 Term 19 81 J.D.

No. 78 Term 19 81 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ 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):

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

****Plus a per diem charge at the rate of \$6.68 from November 2, 1981, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by the Plaintiff.**

Amount Due
Attorney's commission
Interest ~~from~~ to 11/02/81

\$ 24,886.51
~~\$ 2,488.65~~
\$ 1,137.52

TOTAL

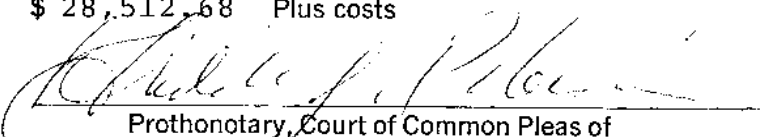
\$ 28,512.68 Plus costs

as endorsed.

Dated 11-24-81

(SEAL)

L&M 1M-5-81


Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____ Deputy

ALL THAT CERTAIN Piece, parcel and lot of land situate in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point on the southern side of East Seventh Street, in line of land now or formerly of Arthur A. Cox; thence in an easterly direction feet more or less to a point in line of land now or formerly of Maude B. Hummel, et al; thence in a southerly direction along land now or formerly of the said Maude B. Hummel, et ux, one hundred fifteen and seven tenths (115.7') feet more or less, to a point on the northern side of Old Berwick Road; Thence in a westerly direction along the northern side of said Old Berwick Road, forty three and eight tenths (43.8') feet, more or less, to a point in line of land now or formerly of the said Arthur A. Cox; Thence in a northerly direction along now or formerly of the said Arthur A. Cox one hundred four and five tenths (104.5') feet more or less, to a point on the southern side of East Seventh Street, the place of beginning. Being known as Lot #14 in Block 28 of the plot or plan of the Bloomsburg Land Improvements Company's Addition to the Town of Bloomsburg, as compiled by Samuel Neyhard and James Brown in the year 1891, and being known and designated as 615 Old Berwick road, Bloomsburg, Pennsylvania.

BEING the same premises conveyed to the Defendants herein by Deed of Ray E. Levan and Kaye L. Levan, his wife, dated the 31st day of August, 1978 and in Columbia County Deed Book 288 at page 845.

PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

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

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

GARY L. ECKROTE and MARGARET A. :
ECKROTE, his wife, and DARLENE E. :
KELLY, :

DEFENDANTS : EXECUTION NO. 78 OF 1981

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: GARY L. ECKROTE and MARGARET A. ECKROTE, his wife, and
DARLENE E. KELLY, 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
~~XXXXXX~~ The Sheriff's Office , Courthouse, ~~XXXXXX~~ Building , in the ~~XXXXXX~~ Town of
Bloomsburg, Columbia County, Pennsylvania, on ~~XXXXXX~~ Thursday , January 21 ,
1982 2:15 P.M. afternoon
~~XXXXXX~~ , at ~~XXXXXX~~ o'clock ~~XXXXXX~~ ., eastern standard 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 Bloomsburg, 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 **January 22** , ~~1981~~¹⁹⁸², 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: Patrick C. Carey
PATRICK C. CAREY, ESQUIRE
15 S. Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY: _____
DALE A. DERR, ESQUIRE
238 Market Street
Bloomsburg, Pennsylvania 17815

Attorneys for Plaintiff

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

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS. :

GARY L. ECKROTE and MARGARET A. :
ECKROTE, his wife, and DARLENE E. :
KELLY, :

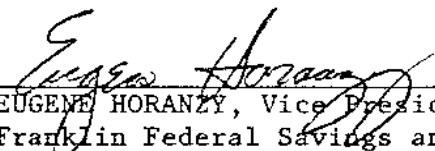
DEFENDANTS : NO. 1464 OF 1981

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

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

EUGENE HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of GARY L. ECKROTE and MARGARET A. ECKROTE, his wife, and DARLENE E. KELLY, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendant, GARY L. ECKROTE, is R.D.#2, Berwick,

Columbia County, Pennsylvania; and that the last known address of said Defendants, MARGARET A. ECKROTE and DARLENE E. KELLY, is 615 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 November, 1981.


NOTARY PUBLIC

NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES SEPTEMBER 9, 1985

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 21st day of JANUARY 19 82, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES BARRE

for the price or sum of Six Hundred Forty One and 06/100 (\$641.06) plus Twelve and 82/100 (\$12.82) 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	\$103.75
Poundage	12.82
	\$116.57
Henrie Printing	30.00
Press-Enterprise, Inc.	209.20
Recorder of Deeds of Columbia County	14.00
Columbia County Tax Claim Bureau (1981 Blbg. Area School District)	235.13
Town of Bloomsburg, Municipal Authority	35.98
Prothonotary of Columbia County	13.00
Franklin Federal Savings & Loan Assn. of Wilkes Barre n/k/a Franklin First Federal Savings & Loan Assn. of Wilkes Barre	

vs

Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly

No. 1464 of 1981 J.D.

No. 78 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
22 January 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

LIST OF LIENS

VERSUS

Gary L. Eckrote & Margaret A. Eckrote, his wife & Darlene E. Kelly

Court of Common Pleas of Columbia County, Pennsylvania.

Franklin Fed. Savings & Loan
Assoc., n/k/a Frank 1st Fed.
Loan Assoc. of Wilkes-Barre

Gary L. & Margaret A. Eckrote and
Darlene E. Kelly

No. 1464 of Term, 19 81
Real Debt \$28,512.68
Interest from 11-24-81
Commission
Costs
Judgment entered 11-24-81
Date of Lien 11-24-81
Nature of Lien Default Judgment

Town of Bloomsburg
Sewer Claim
versus

Gary L. & Margaret A. Eckrote and
Darlene E. Kelly

No. 250 of Term, 19 81
Real Debt \$27.98
Interest from 12-23-81
Commission
Costs
Judgment entered 12-23-81
Date of Lien
Nature of Lien Sewer Claim

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 B. Smith~~, 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

Gary L. Eckrote and Margaret A. Eckrote, his wife and Darlene E. Kelly

and find as follows:

See photostatic copies attached.

Fee ...\$5.00.....

In testimony whereof I have set my hand and
seal of office this 14th day of January
A.D., 19 82.

Beverly J. Michael RECORDER

A G R E E M E N T

THIS AGREEMENT OF SALE, made the 3rd day of April, 1981, by and between GARY L. ECKROTE of 662 Old Berwick Road, Bloomsburg, Pennsylvania and of MARGARET A. ECKROTE

_____, PARTY OF THE FIRST PART,

A N D

DARLENE E. KELLY

of

R. D. #2, Berwick, Pennsylvania

PARTY OF THE SECOND PART.

W I T N E S S E T H

The said Party of the First Part agrees to sell and convey to the said Party of the Second Part, the premises described in Exhibit A which is attached hereto and made a part hereof, on the following terms and conditions:

PURCHASE PRICE

The said Party of the Second Part agrees to pay for said property the sum of TWENTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$29,900.00). Said purchase price is to be paid as follows:

- A. Eight thousand (\$8,000.00) Dollars upon the signing of this Agreement.
- B. Transfer to Gary L. Eckrote of a 1979 mobile home for which Darlene E. Kelly shall receive credit in the amount of Twelve Thousand (\$12,000.00) Dollars.
- C. Mortgage from Darlene E. Kelly to Gary L. Eckrote in the amount of Nine thousand Nine hundred (\$9,900.00) Dollars payable within twenty (20) years at 12% per annum in monthly installments of One hundred Nine and 02/100 (\$109.02) Dollars with the first payment due the 3rd day of May, 1981, and on the 3rd day of each and every month thereafter.

ENCUMBRANCES

The premises are to be conveyed free and clear of all liens, encumbrances and easements, EXCEPTING, HOWEVER, the following:

Existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies, if any; or easements or restrictions visible upon the ground, otherwise the title to the above mentioned real estate shall be good and marketable or such as will be insured by any reputable title insurance company at the regular rate.

In the event the Party of the First Part is unable to give a good and marketable title or such as will be insured by any reputable title company, subject as aforesaid, the Party of the Second Part shall have the option of taking such title as the Party of the First Part can give without abatement of price or of being repaid all monies paid by Party of the Second Part and held in escrow on account of the purchase price together with said title company's charges as he may have incurred; and in the latter event there shall be no further liability or obligation on either of the parties hereto and this agreement shall become null and void.

If any surveys are necessary or desired, they shall be secured and paid for by the Party of the Second Part.

The Party of the First Part covenants and represents that no assessments or notice of assessments for public improvements have been made against the premises which will not be paid in full prior to the time of final settlement. The Party of the Second Part shall be responsible for any payment of assessments or notice of assessments made after the date of this agreement or any public improvement.

POSSESSION

Possession is to be delivered by Special Warranty deed, keys and physical possession at day and time of settlement.

APPORTIONMENT

Real estate taxes for the year 1981 are to be prorated.

Real estate transfer taxes are to be paid one-half by the Party of the First Part and one-half by the Party of the Second Part.

TENDER

Formal tender of an executed deed and purchase money is hereby waived.

CONSTRUCTION

This Agreement shall be binding upon the respective heirs, executors, administrators, successors and to the extent assignable to the assigns of the Parties hereto, and being expressly understood, however, that the Party of the Second Part shall not transfer or assign this Agreement without the written consent of the Party of the First Part being first had and obtained. This Agreement is to be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

DEFAULT PROVISIONS

In the event of default by the said Party of the Second Part, the said Party of the First Part shall have the privilege, at the said Party of the First Part's sole option, to elect one of the following remedies:

A. Retain the down payment as liquidated damages, in which case this agreement shall thereupon become null and void and all parties released of all further liabilities hereunder; or,

B. Apply the down payment and monies paid on account hereunder against the purchase price and after at least fifteen (15) days written notice to the said Party of the Second Part, shall resell the said property and proceed with an action at law for damages; or,

C. Proceed with an action for the specific performance hereof.

In the event of default by the said Party of the First Part hereunder, the said Party of the Second Part shall be privileged, at their sole option, to elect one of the following remedies:

A. Proceed with an action for specific performance hereof; or

B. Upon demand, the said Party of the First Part shall return or cause to be returned to the said Party of the Second Part the down money and all monies paid on account hereunder, in which event the said agreement shall thereupon become null and void and both parties released of all liability hereunder; or,

C. Proceed with an action at law for damages.

MISCELLANEOUS PROVISIONS

1. The parties hereto acknowledge that the property located at 615 Old Berwick Road, Bloomsburg, Columbia County, Pennsylvania, is presently encumbered by a mortgage of which the mortgage payments are delinquent. It is further agreed that it is the responsibility of Gary L. Eckrote to bring current all the back payments on the mortgage, late payments and any amount due the escrow account upon the signing of this Agreement.

2. The said Parties of the First Part, being Gary L. Eckrote and Margaret A. Eckrote, are divorced, and it is further agreed between the parties hereto that the said Margaret A. Eckrote shall receive all money to which she would be entitled from the sale of the real estate as if the sale was consummated on the day of closing. Margaret A. Eckrote to receive fifty (50%) percent of the net profit from the sale of said real estate. Said payment to be paid upon the signing of this Agreement.

3. The Eight Thousand (\$8,000.00) Dollars to be considered the down payment shall be held in an escrow account by the Law Offices of Hummel, James & Mihalik. Said escrow account to be an interest-bearing account and shall be held in escrow until the Deed to said real estate and the title to said mobile home are transferred between the parties in accordance with the terms and conditions hereinafter set forth.

A. From said down payment of Eight Thousand (\$8,000.00) Dollars shall be deducted the realtor's commission, costs of preparing the Agreement of Sale and the amount due Margaret A. Eckrote representing her fifty (50%) percent of the net profit.

4. Gary L. Eckrote shall have the responsibility of paying the mortgage payments on the said real estate located at 615 Old Berwick Road, Bloomsburg, Pennsylvania, until the deed to said property is conveyed to the said Darlene E. Kelly.

A. The mortgage payments due and payable by Darlene E. Kelly to Gary L. Eckrote shall be made payable to the mortgage holder and Gary L. Eckrote jointly. It is the intent of the parties that the mortgage payments due and payable by Darlene E. Kelly shall be applied on the mortgage, and Gary L. Eckrote to pay the difference from his own funds.

5. It is agreed between the parties hereto that the deed transferring the real estate situate at 615 Old Berwick Road, Bloomsburg, Pennsylvania to Darlene E. Kelly shall be signed by the necessary parties, with said deed to be held in escrow by the Law Offices of Hummel, James & Mihalik. It is further agreed that the title to the mobile home shall be signed transferring ownership to Gary L. Eckrote, with said title to be held in escrow by the Law Offices of Hummel, James & Mihalik.

Both titles are to be transferred simultaneously when the mortgage against the property located at 615 Old Berwick Road, Bloomsburg, Pennsylvania, has been paid in full.

6. It is agreed that the Parties of the First Part shall not encumber the real estate other than the mortgage presently existing against the same.

If the said Parties of the First Part encumber the real estate other than the mortgage presently against said property, if Gary L. Eckrote shall be in default in payment of said mortgage of more than thirty (30) days, this Agreement to be void and the mobile home shall remain the property of Darlene E. Kelly and the executed title to said mobile home to be returned to Darlene E. Kelly. In addition, the deed to the real estate shall be delivered to Darlene E. Kelly who shall also assume responsibility for the payment of the remaining balance due on said mortgage.

In addition, the eight thousand dollars (\$8,000.00), or the remaining sum due as the remaining balance in the escrow account, shall be distributed to Darlene E. Kelly.

7. Gary L. Eckrote to be responsible for any and all damages to the said mobile home. Said mobile home may not be moved from its present location without the written permission

and approval of Darlene E. Kelly. All lot rent and general costs of maintenance of said mobile home shall be the responsibility of Gary L. Eckrote and fire insurance shall be maintained on said mobile home with a loss payable clause in favor of the said Darlene E. Kelly. All real estate taxes, if any, assessed against said mobile home shall be assumed and paid by Gary L. Eckrote

8. If the real estate taxes and fire insurance on the property located at 615 Old Berwick Road, Bloomsburg, Pennsylvania are included in the monthly mortgage payment to Franklin First Federal, Darlene E. Kelly agrees to reimburse the said Gary L. Eckrote for said payments since the real estate taxes and fire insurance will be the responsibility of Darlene E. Kelly from the date of the signing of this Agreement.

The insurance and real estate taxes, if paid, to Franklin First Federal shall be reimbursed to Gary L. Eckrote on a monthly basis and at the same time the said Darlene E. Kelly makes payment under the mortgage in favor of Gary L. Eckrote.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

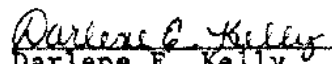


 (SEAL)
Gary L. Eckrote



 (SEAL)
Margaret A. Eckrote



 (SEAL)
Darlene E. Kelly

Beverly J. Michael, Acting Recorder

Recorded in Columbia County Misc. Bk. 67, page 451
on April 6, 1981 at 1:52 p.m.

#48
REC'D BY RECORDER
COLUMBIA CO., PA.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA

: 58

ON THIS, the 3rd day of April, 1981, before
me, a Notary Public, the undersigned officer, personally appeared
GARY L. ECKROTE & MARGARET A. ECKROTE, PARTY OF THE FIRST PART,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument, and
acknowledged that they executed the same for the purpose
therein contained.

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

Teresa L. See

Notary Public

TERESA L. SEE, Notary Public
Bloomburg, Columbia Co., Pa.
My Commission Expires Nov. 21, 1983



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA

: 58

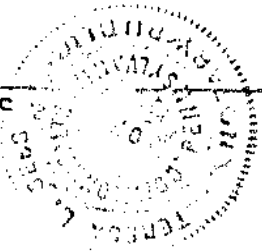
ON THIS, the 3rd day of April, 1981, before me,
a Notary Public, the undersigned officer, personally appeared
DARLENE E. KELLY, PARTY OF THE SECOND PART,
known to me (or satisfactorily proven) to be the person whose
name is subscribed to the within instrument, and
acknowledged that she executed the same for the purpose
therein contained.

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

Teresa L. See

Notary Public

TERESA L. SEE, Notary Public
Bloomburg, Columbia Co., Pa.
My Commission Expires Nov. 21, 1983



APR 6 1 52 PM '81

#48

MORTGAGE

THIS MORTGAGE is made this 31st day of August, 1978, between the Mortgagor GARY L. ECKROTE & MARGARET A. ECKROTE, his wife, of Berwick, Columbia County, 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 FIVE THOUSAND FIVE HUNDRED (\$25,500.00) 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 AUGUST 1st, 2003.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property:

ALL: THAT CERTAIN piece, parcel and lot of land situate in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point on the southern side of East Seventh Street, in line of land now or formerly of Arthur A. Cox; Thence in an easterly direction along the southern side of East Seventh Street, forty and six tenths (40.6') feet more or less to a point in line of land now or formerly of Maude B. Hummel, et al; Thence in a southerly direction along land now or formerly of the said Maude B. Hummel, et ux, one hundred fifteen and seven tenths (115.7') feet more or less, to a point on the northern side of Old Berwick Road; Thence in a westerly direction along the northern side of said Old Berwick Road, forty three and eight tenths (43.8') feet, more or less, to a point in line of land now or formerly of the said Arthur A. Cox; Thence in a northerly direction along land now or formerly of the said Arthur A. Cox one hundred four and five tenths (104.5') feet more or less, to a point on the southern side of East Seventh Street, the place of Beginning. Being known as Lot #14 in Block 78 of the plot or plan of the Bloomsburg Land Improvements Company's Addition to the Town of Bloomsburg, as compiled by Samuel Neyhard and James Brown in the year 1891, and being known and designated as 615 Old Berwick Road, Bloomsburg, Pennsylvania.

BEING the same premises conveyed to the Mortgagors herein by Deed of Ray Z. Levan and Raye L. Levan, his wife, dated the 31st day of August, 1970, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

which has the address of 615 Old Berwick Road, Town of Bloomsburg, Columbia County,
Pennsylvania; (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property, if any, or set forth on evidence of title required by and certified to Lender.



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 attach 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 attach 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 Reinstale.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred, (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Purchase Money Mortgage.** If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

John S. Hall

GARY L. ECKROTE
GARY L. ECKROTE

—Borrower

MARGARET A. ECKROTE
MARGARET A. ECKROTE

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 31st day of August, 1978, before me, a Notary Public, personally appeared the within named

GARY L. ECKROTE and MARGARET A. ECKROTE, 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:

4/3/82

John S. Hall

Berwick, Columbia County

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. 191 page 682

Witness my hand and Seal of Office this 31st day of August

4:13 p.m.

Marvin J. Bower
Recorder of Deeds

82. WA 87 6 1800
AUG 31 4 13 PM '78
TAX
FEE
75
RECORDED
COLUMBIA CO. PA.
191 685



REALTY TRANSFER TAX

AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY

 BOOK NUMBER _____
 PAGE NUMBER _____
 DATE RECORDED _____

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly, By the SHERIFF OF

 GRANTOR (S) ADDRESS ZIP CODE
 Franklin Federal Savings & Loan Assn. of Wilkes Barre n/k/a
 Franklin First Federal Savings & Loan Assn. of Wilkes Barre

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

615 Old Berwick Road

Bloomsburg

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 641.06

HIGHEST ASSESSED VALUE \$ 2250.00

FAIR MARKET VALUE \$ 6760.00

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 - SHERIFF

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

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2250.00
JUDGEMENT PLUS INTEREST	\$ 26,024.03		
BID PRICE		\$ 641.06	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 235.13	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 35.98	\$	
ATTORNEY FEES	\$ 2,488.65	\$	
OTHER (COSTS, ETC.)	\$ 441.50	\$	
TOTAL	\$ 29,255.29	\$ 641.06	\$ 2250.00

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.

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

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 **Six Hundred Forty One and 06/100 (\$641.06) plus Twelve and 82/100 (\$12.82) Poundage** dollars to me in hand paid, do hereby grant and convey to **FRANKLIN FIRST FEDERAL SAVINGS AND LOAN**

ASSOCIATION OF WILKES-BARRE

ALL THAT CERTAIN piece, parcel and lot of land situate in the Town of **Bloomsburg**, County of Columbia and State of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point on the southern side of East Seventh Street, in line of land now or formerly of Arthur A. Cox; thence in an easterly direction feet more or less to a point in line of land now or formerly of Maude B. Hummel, et al; thence in a southerly direction along land now or formerly of the said Maude B. Hummel, et ux, one hundred fifteen and seven tenths (115.7') feet more or less, to a point on the northern side of Old Berwick Road; Thence in a westerly direction along the northern side of said Old Berwick Road, forty three and eight tenths (43.8') feet, more or less, to a point in line of land now or formerly of the said Arthur A. Cox; Thence in a northerly direction along now or formerly of the said Arthur A. Cox one hundred four and five tenths (104.5') feet more or less, to a point on the southern side of East Seventh Street, the place of beginning. Being known as Lot #14 in Block 28 of the plot or plan of the Bloomsburg Land Improvements Company's Addition to the Town of Bloomsburg, as compiled by Samuel Neyhard and James Brown in the year 1891, and being known and designated as 615 Old Berwick road, Bloomsburg, Pennsylvania.

BEING the same premises conveyed to the Defendants herein by Deed of Ray E. Levan and Kaye L. Levan, his wife, dated the 31st day of August, 1973 and in Columbia County Deed Book 238 at page 845.

PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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



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

Franklin Frist Federal Savings and Loan Association
Of Wilkes-Barre

vs

Gary and Margaret Eckrote and Darlene Kelly

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 78 of 1981
WRIT OF EXECUTION

SERVICE ON Darlene Kelly

On December 2, 1981 at 3:20 P.M. Served _____, 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, Darlene Kelly
at Her residence RD#2, Berwick (Brookside Village)
Mobil Home court by to Darlene Kelly personally
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 4th day of December
19 81.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Franklin First Federal Savings and Loan Association
of Wiles Barre

vs

Gary and Margaret Eckrote and Darlene Kelly

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 78 of 1981
WRIT OF EXECUTION

SERVICE ON Margaret Eckrote

On December 2, 1981 at 2:45 PM. Served
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, Margaret Eckrote (Levan)
at Her place of Employment Dept. of Public Welfare
27 West 7th St., Bloomsburg, Pa. by Handing to her personally
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 4th day of December
1981.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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

~~FRANKLIN FEDERAL SAVINGS AND LOAN~~
~~ASSOCIATION OF WILKES-BARRE n/k/a~~
~~FRANKLIN FIRST FEDERAL SAVINGS~~
~~AND LOAN ASSOCIATION OF WILKES-~~
~~BARRE,~~ vs.

GARY L. ECKROTE AND MARGARET A.
ECKROTE, his wife, and DARLENE
E. KELLY

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

No. 1464 Term 19 81 J.D.

No. _____ Term 19____ E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERNE~~ 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):

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

**Plus a per diem charge at the rate of \$6.68 from November 2, 1981, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by the Plaintiff.

Amount Due
Attorney's commission
Interest ~~from~~ to 11/02/81

\$ 24,886.51
\$ 2,488.65
\$ 1,137.52

TOTAL

\$ 28,512.68 Plus costs

as endorsed.

Dated _____

(SEAL)

Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____ Deputy

ALL THAT CERTAIN Piece, parcel and lot of land situate in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point on the southern side of East Seventh Street, in line of land now or formerly of Arthur A. Cox; thence in an easterly direction feet more or less to a point in line of land now or formerly of Maude B. Hummel, et al; thence in a southerly direction along land now or formerly of the said Maude B. Hummel, et ux, one hundred fifteen and seven tenths (115.7') feet more or less, to a point on the northern side of Old Berwick Road; Thence in a westerly direction along the northern side of said Old Berwick Road, forty three and eight tenths (43.8') feet, more or less, to a point in line of land now or formerly of the said Arthur A. Cox; Thence in a northerly direction along now or formerly of the said Arthur A. Cox one hundred four and five tenths (104.5') feet more or less, to a point on the southern side of East Seventh Street, the place of beginning. Being known as Lot #14 in Block 28 of the plot or plan of the Bloomsburg Land Improvements Company's Addition to the Town of Bloomsburg, as compiled by Samuel Neyhard and James Brown in the year 1891, and being known and designated as 615 Old Berwick road, Bloomsburg, Pennsylvania.

BEING the same premises conveyed to the Defendants herein by Deed of Ray E. Levan and Kaye L. Levan, his wife, dated the 31st day of August, 1978 and in Columbia County Deed Book 288 at page 845.

PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

FRANKLIN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF WILKES-BARRE n/k/a
FRANKLIN FIRST FEDERAL SAVINGS
AND LOAN ASSOCIATION OF WILKES-
BARRE

PLAINTIFF

No. 78 of _____ Term 19 81

V.S.

GARY L. ECKROTE and MARGARET A. ECKROTE,

his wife, and DARLENE E. KELLY

DEFENDANTS

To: Victor B. Vandling Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at

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.

[Signature]
Attorney for Plaintiff

BY VIRTUE OF WRIT OF EXECUTION NO. 78 OF 1981, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, AND TO ME DIRECTED, I WILL EXPOSE TO PUBLIC SALE AT THE SHERIFF'S OFFICE, IN THE COURT HOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

THURSDAY, JANUARY 21, 1982
at 2:15 O'CLOCK P.M.

ALL THAT CERTAIN Piece, parcel and lot of land situate in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, more fully bounded and described as follows, to wit:

BEGINNING at a point on the southern side of East Seventh Street, in line of land now or formerly of Arthur A. Cox; thence in an easterly direction feet more or less to a point in line of land now or formerly of Maude B. Hummel, et al; thence in a southerly direction along land now or formerly of the said Maude B. Hummel, et ux, one hundred fifteen and seven tenths (115.7') feet more or less, to a point on the northern side of Old Berwick Road; Thence in a westerly direction along the northern side of said Old Berwick Road, forty three and eight tenths (43.8') feet, more or less, to a point in line of land now or formerly of the said Arthur A. Cox; Thence in a northerly direction along now or formerly of the said Arthur A. Cox one hundred four and five tenths (104.5') feet more or less, to a point on the southern side of East Seventh Street, the place of beginning. Being known as Lot #14 in Block 28 of the plot or plan of the Bloomsburg Land Improvements Company's Addition to the Town of Bloomsburg, as compiled by Samuel Neyhard and James Brown in the year 1891, and being known and designated as 615 Old Berwick road, Bloomsburg, Pennsylvania.

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PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

~~Taken into execution, etc. at the suit of Franklin Federal Savings and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly.~~

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on January 22, 1982 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.

ROSEN, JENKINS & GREENWALD, Attorneys VICTOR E. VANDLING, Sheriff

COPIES FOR
P-E, Legal Ads, Wed. 12/30/81 and 1/6 and 1/13/82. Affidavits please. (12/7/81)
Geraldine Kern, Tax Collector Town of Bloomsburg. (12/11/81)
Barbara Hunsinger, Municipal Statement Clerk, Bloomsburg (12/11/81).

BY VIRTUE OF WRIT OF EXECUTION NO. 78 OF 1981, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, AND TO ME DIRECTED, I WILL EXPOSE TO PUBLIC SALE AT THE SHERIFF'S OFFICE, IN THE COURT HOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

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Taken into execution, etc. at the suit of Franklin Federal Savings and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly.

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THURSDAY, JANUARY 21, 1982
at 2:15 O'CLOCK P.M.

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PREMISES known as 615 Old Berwick Road, Town of Bloomsburg, Columbia County, Pennsylvania.

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

~~Taken into execution, etc. at the suit of Franklin Federal Savings and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gary L. Eckrote and Margaret A. Eckrote, his wife, and Darlene E. Kelly.~~

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on January 22, 1982 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.