

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 K. Waters and Cherriden K. Waters, his wife, By the SHERIFF of Columbia County

GRANTOR (S)

ADDRESS

ZIP CODE

Franklin First Federal Savings and Loan Association of Wilkes-Barre

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

334 Seventh Street

Berwick Borough

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 437.01

HIGHEST ASSESSED VALUE \$ 1840.00

FAIR MARKET VALUE \$ 5540.00

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 278 - 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

SUCCESSFUL BIDDER Franklin First Federal Savings and Loan Association of Wilkes Barre

NAME

ADDRESS

TITLE

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1840.00
JUDGEMENT PLUS INTEREST	\$ 17,964.14		
BID PRICE		\$ 437.01	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 102.70	\$	
ATTORNEY FEES	\$ 1,645.23	\$	
OTHER (COSTS, ETC.)	\$ 401.26	\$	
TOTAL	\$ 20,113.33	\$ 437.01	\$ 1840.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

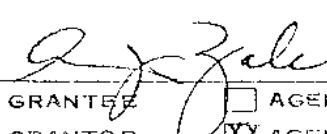
SWORN AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____ 19 _____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____ 19 _____

ALL OF THE INFORMATION ENTERED
ON BOTH SIDES OF THIS AFFIDAVIT IS
TRUE, FULL AND COMPLETE TO THE
BEST OF MY KNOWLEDGE, INFORMATION
AND BELIEF.


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

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 4th day of FEBRUARY 1982, 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 Four Hundred Thirty Seven and 01/100 (\$437.01) plus Eight and 74/100 (\$8.74) 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	\$79.99	
Poundage	8.74	\$ 88.73

Henrie Printing	30.00
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Press-Enterprise, Inc.	197.32
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Prothonotary of Columbia County	13.00
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Recorder of Deeds of Columbia County	14.00
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Borough of Berwick (Sewer Rental)	102.70
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Franklin Federal Savings & Loan Assn.
of Wilkes Barre n/k/a Franklin First
Federal Savings & Loan Assn. of Wilkes
Barre

vs

Gary K. Waters and Cherriden K.
Waters, his wife

No. 1448 of 1981 J.D.
No. 85 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
5 February 1982

So answers

Victor B Vandling
VICTOR B. VANDLING

Sheriff

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

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

vs.

GARY K. WATERS and CHERRIDEN K.

WATERS, his wife

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

No. 1448 Term 19 81 J.D.

No. 35 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 \$5.88 from November 30, 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 11/30/81

\$ 16,452.26
1,645.23
\$ 1,511.88

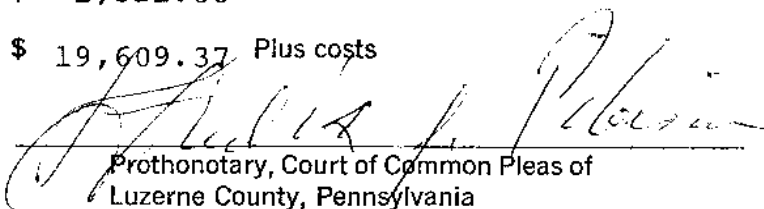
TOTAL

\$ 19,609.37 Plus costs

as endorsed.

Dated Dec 11 1981

(SEAL)


Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____ Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 58 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, **February 4,** 1982, at **2:00** o'clock p. m., eastern standard time, in the afternoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick, more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the southerly side of East Seventh Street at corner of Lot No. 212 of Gilbert Fowler Addition; thence along Lot No. 212 at right angles to Seventh Street, a distance of 70 feet to a point; thence at right angles to line of Lot No. 212, in a line parallel with Seventh Street a distance of 49-1/2 feet to line of Lot No. 210; thence at right angles along line of Lot No. 210 a distance of 70 feet to the southerly side of Seventh Street; thence along the southerly side of Seventh Street; thence along the southerly side of Seventh Street a distance of 49-1/2 feet to the place of BEGINNING. BEING the northerly and lesser portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick.

BEING the same premises conveyed to the Mortgagors herein by Deed of Leonard T. Thomas and Margaret E. Thomas, his wife, dated the 6th day of December, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 285 at page 23

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

IMPROVED with a single family, two story detached dwelling and more commonly known as 334 Seventh Street, Berwick, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **February 5**, 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.

SEIZED AND TAKEN into execution 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 K. Waters and Cherriden K. Waters, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
ATTORNEYS

FRANKLIN FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE 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 K. WATERS and CHERRIDEN K. :
WATERS, his wife, :

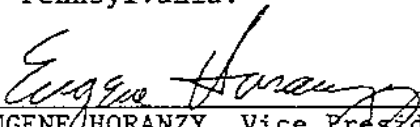
DEFENDANTS : NO. 1448 OF 1981

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 K. WATERS and CHERRIDEN K. WATERS, his wife, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said

Defendants is 334 East Seventh Street, Berwick, Columbia County, Pennsylvania; and the address of the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.


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

SWORN TO and subscribed
before me this 20 day
of December 1981.


NOTARY PUBLIC

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

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

PLAINTIFF

VS.

GARY K. WATERS and CHERRIDEN
K. WATERS, his wife,

DEFENDANTS

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

IN MORTGAGE FORECLOSURE

NO. 1448

OF

1981 J.D.

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: GARY K. WATERS and CHERRIDEN K. WATERS, 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 the Sheriff's Office, Courthouse, in the Town of Bloomsburg,
Columbia County, Pennsylvania, on Thursday, February 4, 1982,
at 2:00 P.M. o'clock, eastern standard time
of the said day, all your rights, title and interest in and to ALL
that certain piece or parcel of land situate in Berwick, Columbia
County, 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 February 5, 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 South Franklin Street
Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

BY:

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

Attorneys for Plaintiff

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank B. Beshing~~, 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 K. Waters and Cherriden K. Waters, his wife,

and find as follows:

See Photostatic copy attached.

Fee . \$5.00

In testimony whereof I have set my hand and
seal of office this 28th day of January
A.D., 19 82.

Beverly J. Michael . RECORDER

MORTGAGE

THIS MORTGAGE is made this 22nd day of December 1977, between the Mortgagor GARY K. WATERS and CHRISTIDEN K. WATERS, V/S.A. of Berwick, County of Columbia, 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 ONE THOUSAND EIGHT HUNDRED FIFTY (\$21,850.00) 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 DECEMBER 10, 2002.

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

ALL THAT CERTAIN portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the southerly side of East Seventh Street at corner of Lot No. 212 of Gilbert Fowler Addition; Thence along Lot No. 212 at right angles to Seventh Street, a distance of 70 feet to a point; Thence at right angles to line of Lot No. 212, in a line parallel with Seventh Street a distance of 49 1/2 feet to line of Lot No. 210; Thence at right angles along line of Lot No. 210 a distance of 70 feet to the southerly side of Seventh Street; Thence along the southerly side of Seventh Street; Thence along the southerly side of Seventh Street a distance of 49 1/2 feet to the place of beginning. BEING the northerly and lesser portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick.

BEING the same premises conveyed to the Mortgagors herein by Deed of Leonard T. Thomas and Margaret E. Thomas, his wife, dated the 6th day of December, 1977, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

PREMISES more commonly known as 334 East Seventh Street, Borough of Berwick, County of Columbia, and State of Pennsylvania.

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

which has the address of 334 East Seventh Street, Borough of Berwick, Columbia County, Pennsylvania (herein "Property Address");

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

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

PENNSYLVANIA—1 to 4 Family—6.75—ENMATHING UNIFORM INSTRUMENT



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

21 107 313

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 13 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

[Signature]
GARY K. WATERS
—Borrower

[Signature]
CHERRIDEN K. WATERS
—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Columbia

On this, the 22nd day of December, 1977, before me, a Notary Public, personally appeared the within named

GARY K. WATERS and CHERRIDEN K. WATERS, his wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) (he) (are)
subscribed to the within instrument and acknowledged that (they)
executed the same for the purpose herein stated.

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

My Commission Expires

4/3/78

[Signature]
Berwick, Columbia Co., Pa.

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. 187 page 818

Witness my hand and Seal of Office this
1:31 p.m.

27th day of December 1977

[Signature]
Recorder of Deeds

DEC 27 1 31 PM '77

TAI 1.50 FEE

RECORDED
22 DEC 27 1977

6061

187 821

LIST OF LIENS

VERSUS

..... Gary K. Waters and Cherriden K. Waters, his wife

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

Franklin Fed. Savings & Loan	}	No. 1448 of Term, 19 81
Assoc. of Wilkes-Barre		Real Debt \$25,680.47
versus		Interest from 3-30-81
Gary K. & Cherriden K. Waters		Commission
		Costs
		Judgment entered 12-11-81
		Date of Lien 3-30-81
		Nature of Lien Default Judgment

	}	No. of Term, 19
		Real Debt \$
		Interest from
versus		Commission
		Costs
		Judgment entered
		Date of Lien
		Nature of Lien

	}	No. of Term, 19
		Real Debt \$
		Interest from
versus		Commission
		Costs
		Judgment entered
		Date of Lien
		Nature of Lien

	}	No. of Term, 19
		Real Debt \$
		Interest from
versus		Commission
		Costs
		Judgment entered
		Date of Lien
		Nature of Lien

	}	No. of Term, 19
		Real Debt \$
		Interest from
versus		Commission
		Costs
		Judgment entered
		Date of Lien
		Nature of Lien

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 4th day of FEBRUARY 1982, 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 Four Hundred Thirty Seven and 01/100 (\$437.01) plus Eight and 74/100 (\$8.74) 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	\$79.99	
Poundage	8.74	\$ 88.73
Henrie Printing		30.00
Press-Enterprise, Inc.		197.32
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		14.00
Borough of Berwick (Sewer Rental)		102.70

Franklin Federal Savings & Loan Assn.
of Wilkes Barre n/k/a Franklin First
Federal Savings & Loan Assn. of Wilkes
Barre

vs

Gary K. Waters and Cherriden K.
Waters, his wife
No. 1448 of 1981 J.D.
No. 85 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }
5 February 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

\$197.32 - Total

of Seventh Street a distance of 49½ feet to the place of BEGINNING, BEING the northerly and lesser portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick.

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III

....., being duly
that The Morning Press is a newspaper of general
of business in the Town of Bloomsburg, County
was established on the 1st day of March, 1902, and
and Legal Holidays). continuously in said Town
lishment; that hereto attached is a copy of the
titled proceeding which appeared in the issue of
January 13, 20, 27,, 1982
affiant is one of the owners and publishers of
notice was published; that neither the affiant
ject matter of said notice and advertisement,
statement as to time, place, and character of

Sworn and subscribed to before me this

And now,, 1982,,
charges amounting to \$..... for
fidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 85 of 1981,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., Feb 4, 1982

at 2:00 o'clock p.m. EST

in the afternoon of the
said day, all the right,
title and interest of the
defendants in and to:

ALL that certain portion of
Lot No. 211 of the Gil-
bert Fowler Addition to
the Borough of Berwick,
more particularly
bounded and described
as follows, to-wit:

BEGINNING at a point on
the southerly side of East
Seventh Street at corner
of Lot No. 212 of Gilbert
Fowler Addition; thence
along Lot No. 212 at
right angles to Seventh
Street, a distance of 70
feet to a point; thence at
right angles to line of Lot
No. 212, in a line paral-
lel with Seventh Street a
distance of 49½ feet to
line of Lot No. 210;
thence at right angles
along line of Lot No. 210
a distance of 70 feet to
the southerly side of
Seventh Street; thence
along the southerly side
of Seventh Street; thence
along the southerly side
of Seventh Street a dis-
tance of 49½ feet to the
place of BEGINNING.
BEING the northerly and
lesser portion of Lot No.
211 of the Gilbert Fowler
Addition to the Borough
of Berwick.

BEING the same premises
conveyed to the Mortga-
gors herein by Deed of
Leonard T. Thomas and
Margaret E. Thomas

wife, dated the 6th day
of December, 1977, and
recorded in the Office of
the Recorder of Deeds in
and for Columbia County
in Deed Book 285 at
page 23.

SUBJECT to the same res-
ervations, covenants,
restrictions and excep-
tions as appear in prior
instruments in the chain
of title.

IMPROVED with a single
family, two story
detached dwelling and
more commonly known
as 334 Seventh Street,
Berwick, Columbia
County, hereby given to
all claimants and parties
in interest that the Sher-
iff will on February 5,
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 ther-
eto within ten (10) days,
thereafter.

SEIZED AND TAKEN into
execution at the suit of
Franklin Federal Savings
and Loan Association of
Wilkes-Barre n/k/a
Franklin First Federal
Savings and Loan Asso-
ciation of Wilkes-Barre,
Pennsylvania, against
Gary K. Waters and
Cherriden K. Waters, his
wife, and will be sold by:

Sheriff of
Columbia County
Rosenn, Jenkins
and Greenwald
Attorneys for
Plaintiff
Jan 13, 20, 27

ss are interested in the sub-
allegations in the foregoing

(Notary Public)

mission Expires
W. J. CREME NOTARY PUBLIC
BLOOMSBURG COLUMBIA COUNTY
MISSION EXPIRES JULY 5, 1985

the advertising and publication
notice, and the fee for this af-

the southerly side of Seventh Street; thence along the southerly side of Seventh Street; thence along the southerly side of Seventh Street a distance of 49 1/4 feet to the place of BEGINNING, BEING the northerly and lesser portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick.

BEING the same premises conveyed to the Mortgagees herein by Deed of Leonard T. Thomas and Margaret E. Thomas, his wife, dated the 6th day of December, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 285 at page 23.

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

IMPROVED with a single family, two story detached dwelling and more commonly known as 334 Seventh Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on February 5, 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.

SEIZED AND TAKEN into execution 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 K. Waters and Cherriden K. Waters, his wife, and will be sold by:

Sheriff of Columbia County
Rosenn, Jenkins and Greenwald
Attorneys for Plaintiff
Jan 13, 20, 27 B

publication for this af-

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Paul R. Eyerly III, 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 entitled which appeared in the issue of said newspaper on January 13, 20, 27, 1982 exactly as printed and that the affiant is one of the owners and publishers of said newspaper in which legal advertisement 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 27th day of

[Signature]

SHERIFF'S SALE
By virtue of a Writ of Execution No. 85 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

My Con
MATT
BLO
MY COI
Member

Thurs., Feb 4, 1982
at 2:00 o'clock p.m. EST
in the afternoon of the said day, all the right, title and interest of the defendants in and to:
ALL that certain portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick, more particularly bounded and described as follows, to-wit:
BEGINNING at a point on the southerly side of East Seventh Street at corner of Lot No. 212 of Gilbert Fowler Addition; thence along Lot No. 212 at right angles to Seventh Street, a distance of 70 feet to a point; thence at right angles to line of Lot No. 212, in a line parallel with Seventh Street a distance of 49 1/4 feet to line of Lot No. 210; thence at right angles along line of Lot No. 210 a distance of 70 feet to

And now, 19, I hereby certify that charges amounting to \$ for publishing the foregoing affidavit have been paid in full.

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000540

344 MARKET ST. BERWICK, PA. 18603

DATE December 21, 1981

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

STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

Sheriff's Sale February 4, 1982, property located at 334 East 7th St., Berwick, Pa. owned by Gary Waters. The sewer bill is as follows:

Oct 81	\$ 86.70
Nov 81	4.00
Dec 81	4.00
Jan 82	4.00
Feb 82	4.00

Acct.# 1954

+
\$102.70

Please make check payable to Borough of Berwick along with the new owners name and address and when it was recorded in the court house.

Christopher Klinger
Christopher Klinger
Chief Sewer Rental Clerk

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5115

February 16, 1982

60-593
313

PAY TO THE ORDER OF *Borough of Berwick*

One Hundred and two and 70/100

\$ 102.70

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR *FFF Sub etc. vs Waters*
No. 85 of 1981 E.D.
Sewer Bill

0031305936

572 810 00

05

Victor B. Vandling

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 2/11/82, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON THURSDAY 2/11/82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 2/11/82, 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 2/11/82 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 \$20,113.33, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$20,113.33, WHICHEVER IS HIGHER.

BUYER Plantiff

PRICE 437.01

POUNDAGE 8.74

DEED IN NAME OF Plantiff and 546 Assn. of 10

REALTY TRANSFER TAX

STATE STAMPS

Franklin First Federal etc vs Waters, Gary & Cherriden

THURSDAY, February 4, 1982

NO. 85 of 1981 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

\$ 16,432.26

TOTAL

Insurance

Interest from _____ to 11/30/81

4,511.88

Real Estate Tax

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

Total..... \$ 17,924.14

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

35.95

6.00

Total..... \$ 66.95

ATTORNEY FEES

Total..... \$ 1645.23

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)

10.75

10.00

3.44

15.00

5.00

2.00

5.80

3.00

Total..... \$ 74.99

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

98.66

98.66

30.00

Total..... \$ 227.32

Prothonotary - List of Liens
Deed

10.00

3.00

Total..... \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

14.00

Total..... \$ 14.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1981

School Taxes, District _____, 1981

Parcel #1

Parcel #2

Parcel #3

Parcel #4

Total..... \$ _____

SEWERAGE RENT DUE:

Municipality Berwick for 1982

\$ 102.70

TOTAL - Taxes & Costs ----- \$ 437.01

8.74

715.75

6.00

8.00



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 First Federal Savings and Loan
Association of Wilkes-Barre

vs

Gary and Cherriden Waters

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

December 30, 1981 at 4:45 P.M., posted a copy of the SHERIFF'S
SALE bill on the property of Gary and Cherriden Waters
334 East 7th St. Berwick, Penna.
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J O'Brien

So Answered

John J O'Brien
Deputy Sheriff

For:

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

Sworn and subscribed before me this
31 day of December 1981

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Franklin First Federal Savings and Loan
Association of Wilkes-Barre

vs

Gary and Cherriden Waters

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. 85 of 1981
WRIT OF EXECUTION

SERVICE ON Gary Waters

On Dwcember 30, 1981 at 4:45 P.M. Posted, 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, Gary Waters by
Posting a copy at Property 334 E 7th St., Berwick, Penna.
by _____

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 31 day of December 1981
19__.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING

SHERIFF

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

December 28, 1981

FF S&L Assn of W-B
n/k/a FFF S&L Assn
of W-B

vs

Gary K. Waters and Cheriden K.
Waters, his wife

A. J. Zale
~~RAYMOND VACHONOWSKI, JR.~~
CHIEF DEPUTY
JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

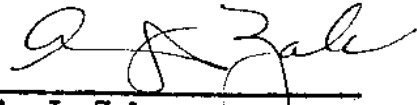
IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 85 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON CHERRIDEN K. WATERS

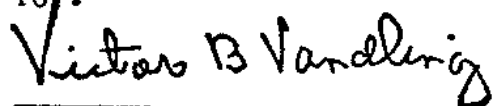
On December 16, 1981, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to Cherriden K. Waters, 334 East 7th St., Berwick, Pa.
by Certified Mail, Return Receipt Requested No.
P16 6236769. Said Cherriden K. Waters received
same on December 24, 1981 per signature of Cherriden Kay Waters
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P16 6236769
is attached.

Note: Ms. Waters received said items at 2630 Columbia Ave., Lancaster, Pa. 17603.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:


Victor B. Vandling
Sheriff Columbia County

Sworn and subscribed before me
this 28th day of December 1981

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

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

PLAINTIFF

No. 85 of Term 1982 E.D.

V.S.

GARY K. WATERS AND CHERRIDEN K.
WATERS, HIS WIFE

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

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

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.

Victor B. Vandling
Attorney for Plaintiff

Press-Enterprise, Legal Ads, Wednesdays, JANUARY 13, 20 & 27,
1981. Affidavits please. (12/15/81)

Connie Gingham, Tax Collector, Berwick (12/15/81)

Chris Klinger, Municipal Clerk, Berwick (12/15/81)

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 85 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, **February 4, 1982**, at **2:00** o'clock p. m., eastern standard time, in the afternoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick, more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the southerly side of East Seventh Street at corner of Lot No. 212 of Gilbert Fowler Addition; thence along Lot No. 212 at right angles to Seventh Street, a distance of 70 feet to a point; thence at right angles to line of Lot No. 212, in a line parallel with Seventh Street a distance of 49-1/2 feet to line of Lot No. 210; thence at right angles along line of Lot No. 210 a distance of 70 feet to the southerly side of Seventh Street; thence along the southerly side of Seventh Street; thence along the southerly side of Seventh Street a distance of 49-1/2 feet to the place of BEGINNING. BEING the northerly and lesser portion of Lot No. 211 of the Gilbert Fowler Addition to the Borough of Berwick.

BEING the same premises conveyed to the Mortgagors herein by Deed of Leonard T. Thomas and Margaret E. Thomas, his wife, dated the 6th day of December, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book at page

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

IMPROVED with a single family, two story detached dwelling and more commonly known as 334 Seventh Street, Berwick, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **February 5**, 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.

SEIZED AND TAKEN into execution 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 K. Waters and Cherriden K. Waters, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
ATTORNEYS

FRANKLIN FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS	
LOAN ASSOCIATION OF WILKES-	:		
BARRE n/k/a FRANKLIN FIRST	:	OF COLUMBIA COUNTY	
FEDERAL SAVINGS AND LOAN	:		
ASSOCIATION OF WILKES-BARRE,	:	CIVIL ACTION - LAW	
	:		
PLAINTIFF	:	IN MORTGAGE FORECLOSURE	
	:		
VS.	:		
	:		
GARY K. WATERS AND	:		
CHERRIDEN K. WATERS, his wife	:		
	:		
DEFENDANTS	:	NO.	OF 1981

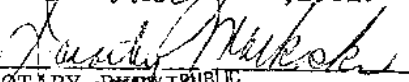
AFFIDAVIT THAT WHEREABOUTS
OF DEFENDANT ARE UNKNOWN

COMMONWEALTH OF PENNSYLVANIA :
SS:
COUNTY OF COLUMBIA :

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he is the Vice-President of Franklin First Federal Savings and Loan Association of Wilkes-Barre, the within-named Plaintiff; that as such he is authorized to make this Affidavit on its behalf; that he has made or caused to be made a diligent search and inquiry as to the whereabouts of the Defendants GARY K. WATERS and CHERRIDEN K. WATERS, his wife, by checking telephone books, records in the record office of the Register of Wills of Columbia County, records in the Recorder of Deeds of Columbia County, records in the Assessor's Office of Columbia County, records in the Tax Claim Bureau of Columbia County by contacting individuals in the neighborhood and by general inquiry throughout the area; that as a result of said search and inquiry the last known address of GARY K. WATERS and CHERRIDEN K. WATERS, the Defendants, is 334 East Seventh Street, Berwick, Pennsylvania; that the present whereabouts of the Defendant are unknown; that this Affidavit is made pursuant to the requirements of Pa. R.C.P. 1145(c).


EUGENE S. HORANZY

SWORN to and subscribed
before me this *28* day
of *October*, 1981.


NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.

MY COMMISSION EXPIRES SEPTEMBER 9, 1985