# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the w	ithin writ, to
me directed, I seized and took into execution the within described real estate, and after havi	
legal and timely notice of the time and place of sale, by advertisements in divers public	
and by handbills set up in the most public places in my bailiwick, I did on THURSDAY	the
22nd day of APRIL 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	
SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE	
for the price or sum of FIFTEEN HUNDRED THIRTY FIVE and 15/100 (\$1535.15) plus TWEN	ITY TWO
and 68/100 (\$22.68) POUNDAGE	
being the highest and best bidder, and that the highest and	
bidden for the same; which I have applied as follows, viz: To costs	
Col. Co. Sheriff's Dept. Sale Cost \$89.19  Poundage 22.68	
	111.87
Henrie Printing	32.50
Press-Enterprise, Inc.	133.22
Prothonotary of Columbia County	13,00
Recorder of Deeds of Columbia County	17.00
Lynette J. Fisk, Tax Collector, Madison Township	110.17
Columbia County Tax Claim Bureau	1140.07
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	^4************************************
Franklin Federal Savings & Loan Assn. of Wilkes-Barre, n/k/a Franklin First	
Federal Savings & Loan Assn. of Wilkes-Barre	7877 772444 8 8884844
vs Jerry B. Johnson and Linda B. Johnson	The second secon
No. 635 of 1981 J.D. No. 16 of 1982 E.D.	
· · · · · · · · · · · · · · · · · · ·	**************************************
Sheriff's Office, Bloomsburg, Pa. \ So answers	
23 APRIL 1982 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	IN THE	COURT OF C	OMMON PLEAS OF
LOAN ASSOCIATION OF WILKES-BARRE		UMBIA	PENNSYLVANIA
vs.	No6	35	Term 19 <u>81</u> J.D.
JERRY B. JOHNSON and LINDA B. JOHNSON	No	1 Gr	Term 19 <u>\$ (</u> E.D.
	(	WRIT OF EX MORTGAGE FO	
Commonwealth of Pennsylvania:			
County of x w z en nex Columbia:			
TO THE SHERIFF OFColumbia	COUNTY, PENN	SYLVANIA:	
described property (specifically described property beloek*  Plus a per diem charge at the rate of 1981, through to the date of any Sheriff's together with all costs of suit and any more payment of taxes, sewer and water rents, command all other expenses hereafter made I granted under the terms of the subject More Mortgaged Property.	Ten Dollars Six Sale pursuant t ney hereinafter laims or charges by Plaintiff pur	o the Judgme expended by for insurant suant to the	ent demanded herewith, the Plaintiff in ace or repairs, and a rights and privileges
Amount Due Attorney's Commission Interest from to 12/24/81	\$\ \ 34,959.21 \ \ 3,495.92 \$\ 5,806.61	. <u></u>	
TOTAL	\$ 44,261.74	Plus costs	**
as endorsed.	Prothono	otary, Court of Co	ommon Pleas of
Dated 3 2, 5 4		County, Pennsyl	
(SEAL)	Ву:		Deputy

L&M 1M-5-81

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

FRANKLIN FIRST FEDERAL SAVINGS

AND LOAN ASSOCIATION OF WILKES-BARRE.

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

PLAINTIFF

IN MORTGAGE FORECLOSURE

VS.

**:** .

.

:

:

JERRY B. JOHNSON and LINDA B. JOHNSON.

DEFENDANTS

EXECUTION NO. / C- OF

1987

### NOTICE OF SHERIFF'S SALE

OF

#### REAL ESTATE

TO: JERRY B. JOHNSON and LINDA B. JOHNSON, 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 Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, April 22, . . 1982, at 2:00 o'clock, P.M., eastern standard time, in the afternoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Township of Madison, 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 April 23 , 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: Garry A. Taroli

GARRY S. TAROLI, ESQUIRE 15 S. Franklin Street Wilkes-Barre, Pennsylvania 18711

THERE & PURSEL

DALE A. DERR, ESQUIRE

238 Market Street

Bloomsburg, Pennsylvania 17815

### SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 16 of 1982, 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, April 22, 1982, at 2800 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 piece, parcel or tract of land situate in the Madison Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to wit:

BEGINNING at an iron pin on the Western right-of-way line of Pennsylvania Route No. 44, said iron pin being the North Eastern corner of the within described tract of land, THENCE South thirty-six (36) degrees thirteen (13) minutes West along lands now or formerly of David S. Bower, a distance of four hundred twenty two and thirty three hundredths (422.33) feet to an Elm Tree, THENCE South five (5) degrees forty-two minutes (42) West along same, a distance of three hundred fifty-two and one-hundredths (352.01) feet to an iron pin; THENCE North eightythree (83) degrees forty-two (42) minutes West along lands now or formerly of Albert Ortman, a distance of Eight Hundred Twelve and Three-tenths (812.03) feet to an iron pin; THENCE forty (40) degrees twenty-eight (28) minutes East along lands now or formerly of Dildine, Dildine and Clement, a distance of one thousand three hundred seventy-six and eighty-nine-hundredths (1,376.89) feet to an iron pin on the Western right-of-way line of Pennsylvania Route No. 44; THENCE along the Western right-of-way line of Pennsylvania Route 44, on a curve to the left, with a chord of South twenty-two (22) degrees eight (08) minutes East a distance of fifty-seven and ninety-six hundredths (57.96) feet to an arc distance of fifty-seven and ninety seven hundredths (57.97) feet to an iron pin; THENCE along same South twenty-four (24) degrees fourteen (14) minutes East a distance of four hundred twenty-nine and ninety four hundredths (429.94) feet to the place of beginning. CONTAINING approximately 12.77 acres.

SUBJECT, however, to the restrictions and reservations contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David F. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268, page 653.

BEING the same premises conveyed to the Mortgagors herein by Deed of David P. Roebuck and Dolores M. Roebuck, his wife, dated the 19th day of March, 1977 and recorded in Columbia County Deed Book 268 at page 653.

IMPROVED with a single family ranch dwelling and more commonly known as R.D. #1, Bloomsburg, Madison Township, County of Columbia, and State of Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 23 , 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 Jerry B. Johnson and Linda B. Johnson, and will be sold by:

ROSENN, JENKINS & GREENWALD Attorneys

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY

CIVIL ACTION-LAW

PLAINTIFF

IN MORTGAGE FORECLOSURE

VS.

JERRY B. JOHNSON and LINDA B. JOHNSON,

DEFENDANTS NO. 635 0F1981

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

\*\*<del>\*</del>

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 JERRY B. JOHNSON and LINDA B. JOHNSON, 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, JERRY B. JOHNSON, is R.D.#1, Shawmut Road, Brockport, Pennsylvania; and that the last known address of said Defendant, LINDA

B. JOHNSON, is 1016B North Market Street, Frederick, Maryland; and the address of the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

EUGENE HORANZY, Vige Fresident
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 // day

NOTARY PUBLIC

NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMERSSION EXPIRES SEPIEMBER 9, 1035

# 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
22nd day of APRIL 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 FIFTEEN HUNDRED THIRTY FIVE and 15/100 (\$1535.15) plus TWENTY TWO
and 68/100 (\$22.68) 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
Col. Co. Sheriff's Dept. Sale Cost \$89.19
Poundage <u>22.68</u> \$ 111.87
Henrie Printing 32.50
Press-Enterprise, Inc.
Prothonotary of Columbia County 13.00
Recorder of Deeds of Columbia County 17.00
Lynette J. Fisk, Tax Collector, Madison Township 110.17
Columbia County Tax Claim Bureau 1140.07
Franklin Federal Savings & Loan Assn. of Wilkes-Barre, n/k/a Franklin First
Federal Savings & Loan Assn. of Wilkes-Barre
Jerry B. Johnson and Linda B. Johnson
No. 635 of 1981 J.D. No. 16 of 1982 E.D.
Sheriff's Office, Bloomsburg, Pa. ) So answers
23 APRIL 1982 Victor B Vandling Sheriff
VICTOR B. VANDLING

No	BLOOMSBURG, PA., April 12 19 82
vs. Johnson	MSheriff
To FREDERICK J	. PETERSON, Dr.

### PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

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# **LIST OF LIENS**

### VERSUS

Property Test of the control of the	Court of Common Pleas of Columbia	
Franklin Fed. Savings & Loan Assoc.		Term, 19 8
of Wilkes-Barre, n/k/a Franklin	Real Debt	
1st Fed. Savings & Loan Assoc.	Interest from 12-24-81	
of Wilkes-BarrensusPa•	Commission	II
_	Costs	
Jerry B. & Linda B. Johnson	Judgment entered 3-3-82  Date of Lien 12-24-81	
······································	Nature of Lien Default Judg	
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versus	Commission	•
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	Judgment entered	

# State of Pennsylvania County of Columbia ss.

Beverly J. Michael, Acting

I, FRANK 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

Jerry B. Johnson and Linda B. Johnson, his wife,

and find as follows:

See Photostatic Copy attached.

Fee \$5,00....

In testimony whereof I have set my hand and seal of office this 20th day of April A.D., 19 82.

Benerly & Michael Cectoner RECORDER

### **MORTGAGE**

THIS MORTGAGE is made this 26th day of March
19.77 between the Mortgagor JERRY B. JOHNSON and LINDA B. JOHNSON, his wife, of
Philadelphia, Philadelphia 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").

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 or tract of land situate in Madison Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to wit:

BEGINNING at an iron pin on the Western right-of-way line of Pennsylvania Route No. 44, said iron pin being the North Eastern corner of the within described tract of land; THENCE South thirty-six (36) degrees thirteen (13) minutes West along lands now or formerly of David S. Bower, a distance of four hundred twenty two and thirty three hundredths (422.33) feet to an Elm Tree; THENCE South five (5) degrees forty-two minutes (42) West along same, a distance of three hundred fifty-two and one-hundredths (352.01) feet to an iron pin; THENCE North eighty-three (83) degrees forty-two (42) minutes West along lands now or formerly of Albert Ortman, a distance of Eight Hundred Twelve and Three-tenths (812.30) feet to an iron pin; THENCE forty (40) degrees twenty-cight (28) minutes East along lands now or formerly of Dildine, Dildine and Clement, a distance of one thousand three hundred seventy-six and eighty-nine-hundredths (1,376.89) feet to an iron pin on the Western right-of-way line of Pennsylvania Route No. 44; THENCE along the Western right-of-way line of Pennsylvania Route No. 44, on a curve to the left, with a chord of South twenty-two (22) degrees eight (08) minutes East a distance of fifty-seven and ninety-six hundredths (57.96) feet and an arc distance of fifty-seven and ninety seven hundredths (57.97) feet to an iron pin; THENCE along same South twenty-four (24) degrees fourteen (14) minutes East a distance of beginning. CONTAINING approximately 12.77 acres.

BEING the same premises conveyed to the Mortgagors herein by Deed of David P. Roebuck and Dolores M. Roebuck, his wife, dated the 19thlay of March, 1977 and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

SUBJECT, however, to the restrictions and reservations contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David P. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268, page 653.

PREMISES more commonly known as RD #1 Bloomsburg, Madison Township, County of Columbia, and State of Pennsylvania.

which has the address of RD #1 Bloomsburg. Madison Township. Columbia County. State of ...

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 for 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.

PENNSYLVANIA-1 to 4 Family-6/75-FINA/FILMC UNIFORM INSTRUMENT



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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Payment of Principal and Interest. Horrower 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 Lendor, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be habt in an institution the dense or necessaries of which are instituted by a Faderal or

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 full 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 4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Leader 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 accentable to Lender, or shall in good faith context such lien by or defend enforcement at such lien in 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 Burrower 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 bender, 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

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 Leader'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, dishurse 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

Market Market Salar Market State (1986)

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

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 hability 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. Forbestance by Lender Not a Walver. Any forbestance 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 inner 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.

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 e 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 Morigage 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 customer to whom the Brown in the sale or transfer. 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 Morigage 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 mall notice to Borrower as provided by applicable taw 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 indicial 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 forecluse this Mortgage by Judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of

documentary evidence, abstracts and title reports.

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the traits of the Property including those and they have collected by I under or the property including those and they have collected by I under or the property including those and they have collected by I under or the property including those and they have collected by I under or the property including those and they have collected by I under or the property including those and they have collected by I under or the property including those and they have collected by I under or the property shall be applied first to 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. Such Future Advances, with interest thereon, shall be secured by this Mortgage when avidenced by promissions motor stating that said notes are secured become. At no time shall the principal amount of the

evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indehtedness secured by this Mortgage, not including surns advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

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 withess whereof, borrower has executed this Mo	rtgage.
Witnesses:	<b>—</b> 4
rodny call	JERRY B. JOHNSON -BOTTOMET
······································	LINDA B. JOHNSON -Borrower
Commonwealth of Pennsylvania, County of	
known to me (or satisfactorily proven) to be the person	INSON, his wife, (s) whose name(s) CEX(are) the within instrument and acknowledged that (tihe(y)
IN WITNESS WHEREOF, I hereunto set my hand and of My Commission Expires:	official seal the day and year aforesaid
Thereby Certify that the precise residence of the	Berwick, Celumbia Ceunty; Father Franklin Federal Savings and Loan Association of
Williams-Barre is 44 West Market Street, Wilkes-Barre, I	Pa.
F.C.E	LMEG.
Recorded in the Office for Recording of Deeds in an Commonwealth of Pennsylvania in Mortgage Book No.  Witness my hand and Seal of Office this  1:33 p.m.  28th	d for the County of Columbia 182 page 1041 day of March Recorder of Deeds
場で	Washington of Theore

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VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA  PENNSYLVANIA  TOTHER Lynette Fisk, TAX Collector, Machisan Trup. 1083 20-866.  One Hundred Ien and 100 100 Many But Columbia Trust co  Tother St. Assk 15 Johnson, Jessy t  1 India of 82 ED 61:0313059361: 572 MB 10 m018 05 dandling dan  Tother St. Assk 15 Johnson, Jessy t  100, 11, of 82 ED 61:0313059361: 572 MB 10 m018 05 dandling dan  Tother St. Assk 15 Johnson, Jessy t  100, 11, of 82 ED 61:0313059361: 572 MB 10 m018 05 dandling dan  Tother St. Assk 15 Johnson Trust co
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( PHONE 485-6733 AXES ARE DUE & PAYABLE . PROMPT PAYMENT IS REQU FREDERICK, MARYLAND TORRESORY CIRCLE 10163 N MARKET ST 21701 PARCEL ACCT NO. COURTY 10% 901 E 91 C L 1-12.77 AC

AND DESIRE A RECTIFICATION ASSESSMENT AND ADDRESSED ENVIRONMENTAL VOUR AND MAKE AN NOTICE MUST SE RETURNED WITH YOUR PAYMENT

4.400

OTHES HRS BY APPOINTMENT THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE. ខ្លី COUNTY R.E. IMP/BORD R.E. DESCRIPTION COLUMBIA PENALTY ATPROPERTY DESCRIPTION C08714 26505 ASSESSMENT 21-17-7-2-5 TWP/dORO 13.00 5.00 WILLS # PAID BEFORE 107.9 84.50 654 JANUARY 28. 1983 03/01/82 TO COURT HOUSE THIS TAX RETURNED 110.1 23.95 ĕ JUN 30 IF MAID AFTER HCT BEHVILL 19200 119.99 25.15 94.34

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LYMETTE J. FISK MAKE CHECKS PAYABLE TO:

TAX NOTICE

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# CV-193 (2-78) COMMONWEALTH OF PENNSYL VANIA DEPARTMENT OF REVENUE BUREAU OF FIELD OPERATIONS

### REALTY TRANSFER TAX

AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER
PAGE NUMBER
DATE RECORDED

T AGENT FOR GRANTEE

[]] ทสบราธย

GRANTOR

STRAW

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)

OR (3) A TAX EXEMPTION IS CLA	MED. (REFER SECT. 8, RT1	ACT OF DEC. 27, 1951, P.L.	. 1742 AS AMENDED)
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Jerry B. Johnson and Lin			a County
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Franklin First Federal S	Savings and Ioan Acce	naintina ac 1881) m	<del></del>
GRANTEE (S)	avings and Loan Asse	ADDRESS	
LOCATION OF LAND, TENEMENT	S AND HEREDITAMENTS.	#DD K € 35	ZIP CODE
R.D. 1, Bloomsburg		on Township	Columbia
R.D. STREET & NUMBER OR OTHER	DESCRIPTION NAME OF	LOCAL GOVERNMENTAL UNI	T COUNTY
FULL CONSIDERATION \$ 1535.	.15	HIGHEST ASSESSED VALUE	4790.00
FAIR MARKET VALUE \$ 14,380			
TAV EVENET TRANSACTIONS	E TRANSFER IS DARREST AND	REALTY TRANSFER TAX P	AID \$ NOTE
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PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 1,250.24	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 3,495.92	<u> </u>	
OTHER (COSTS, ETC.) TOTAL	\$ 396.38	\$ 1605 15	
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DAY OF	19	BEST OF MY KNO	D COMPLETE TO THE DWLEDGE, INFORMATION
		AND BELIEF.	

NOTARY PUBLIC

MY COMMISSION EXPIRES .....

# 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
22nd day of APRIL 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 FIFTEEN HUNDRED THIRTY FIVE and 15/100 (\$1535.15) plus TWENTY TWO and 68/100 (\$22.68) POUNDAGE
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  Col. Co. Sheriff's Dept. Sale Cost \$89.19
Foundage <u>22.68</u>
Henrie Printing \$ 111.87
Press-Enterprise. Inc.
Prothonotary of Columbia County 13.00
Recorder of Deeds of Columbia County 17.00
Lynette J. Fisk, Tax Collector, Madison Township 110.17
Columbia County Tax Claim Bureau
Franklin Federal Savings & Loan Assn.  of Wilkes-Barre, n/k/a Franklin First Federal Savings & Loan Assn. of Wilkes-Barre
Jerry B. Johnson and Linda B. Johnson No. 635 of 1981 J.D. No. 16 of 1982 E.D.
So answers
23 AFRII 1982 Victor B Vandling Sheriff





### Franklin First Federal Savings and Loan Association 44 W. Market St., Wilkes-Barre, PA 18773

Escrow Account

ESTEC

98- 815434371

50-1042

Date

Amount

223

4/22/82

\$1,057.83\*

PAY

One Thousand Fifty Seven and 83/100

DRAWER FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

TO THE ORDER OF

Sheriff of Columbia County

TO CITIBANK (N.Y.S.), N.A.

AUTHORIZED SKRATURE

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\$133.22 - Press (only ran in the Morning Press)

West along lands now or formerly of Albert Ortman, a distance of Eight Hundred Twelve and Three-tenths (812.03) feet to an iron pin; THENCE forty degrees twenty-eight (28) minutes East along

#### VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA

5268

APRIL 15, 1982 ONE HUNDRED Thirty-Three and 22

DOLLARS

Bloomsburg Bank-COLUMBIA TRUST CO. Bloomsburg, Pa

77 Stlof WB VS Johnson Ads (MP ONLY

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of business in the Town of Bloomsburg, County of Columbia and State of Per was established on the 1st day of March, 1902, and has been published daily ( and Legal Holidays). continuously in said Town, County and State since the d lishment; that hereto attached is a copy of the legal notice or advertisement i titled proceeding which appeared in the issue of said newspaper on...... March 31, April 7, 14, 19.82 exactly as printed and pub affiant is one of the owners and publishers of said newspaper in which legal a notice was published; that neither the affiant nor The Morning Press are interested ject matter of said notice and advertisement, and that all of the allegations i statement as to time, place, and character of publication are true.

> SHERIFING OF SHERE 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 Bioomsburg, Columbia County, Pennsylvania,

Thurs., Apr. 22, 1982 at 2:00 o'clock p.m. EST MY C in the afternoon of the said day, all the right, title and interest of the

My (

Township, Calumbia County, Pennsylvania, bounded and described more fully as follows, to-.

BEGINNING at an iron pin on the Western right-ofway line of Pennsylvania -44 enid Iron of beginning. CONTAIN-ING approximately 12,77 ocres

SUBJECT, however, to the restrictions and reservotions contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David F. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268, page 653.
BEING the same premises

conveyed to the Morigo-gors herein by Deed of David P. Roæbuck and Dolores M. Rojebuck, his wife, dated the 19th day of March, 3977, and recorded in Columbia County Deed Book 268 at page 653. MPROVED with a single

family ranch dwelling and more commonly known as R.D. Bloomsburg, Madison Township, County of Columbia, and State of Pennsylvania.

Notice is hereby given to all claimants and parties in interest that the Sheriff will be April 23, 1982, file a schedule of distribution in this office where the same will be evallable for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within tem (10) days thereafter,

Seized and taken Into execution at the suit of Franklin Federal Savings and Loon Association of Wilkes-Barre n/k/o Franklin First Federal Savings and Loon Association of Wilkes-Barre, Pennsylvania, against Jerry B. Johnson and Linda B. Johnson, and will be sold by:

VICTOR B Vo

ы And now,..... 19...., I hereby certify th

charges amounting to \$..... for publishing the forego ALL that certain piece, parcel or tract of land situate in the Modeland

Sworn and subscribed to before me this . 1944. day or

### STATE OF PENNSYLVANIA COUNTY OF COLUMBIA

Paul R. Eyerly III ....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its princip of business in the Town of Bloomsburg, County of Columbia and State of was established on the 1st day of March, 1902, and has been published dail subject, however, to the and Legal Holidays). continuously in said Town, County and State since t lishment; that hereto attached is a copy of the legal notice or advertiser titled proceeding which appeared in the issue of said newspaper on..... March 31, April 7, 14, 19.82...exactly as printed and affiant is one of the owners and publishers of said newspaper in which notice was published; that neither the affiant nor The Morning Press are ject matter of said notice and advertisement, and that all of the allegstatement as to time, place, and character of publication are true.

SS:

Sworn and subscribed to before me this

fidavit have been paid in full.

County, Pennsylvania, bounded and described Calumbia more fully as follows, to-BEGINNING at an iron pin

formerly of Albert Ortman, a distance of Eight Human Twelve and Three ths (812.03) iron pin; feet to THENCE twenty-eight degrees (28) minutes East along lands now or formerly of Dildine, Dildine Clement, o discou and one that hundred 🚁 eighty-nine hundredths (1,376.89) feet to an iron pin on the Western rightof-way line of Pennsylvania Route No. 44; THENCE along the Western right-of-way line of Pennsylvania Route 44, Werny Wo (22) the left, eight (08) minut eight (08) minutes East a distance of fifty-seven and ninety-six, hun-dredths (57.96) feet to an arc distance of fiftyseven and ninety seven hundredths (57.97) feet to an iron pin; THENCE along some South twenty-four (24) degrees fourteen (14) minutes East a distance of four hundred twenty-nine and ninety four hundredths (429.44) feet to the place of beginning. CONTAIN-

West along lands now or

ING approximately 12.77 restrictions and reservations contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David F. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268, page 653. BEING the same premises

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will be sold by:

Victor B Van

this af-

Thurs., Apr. 22, 1982 of 2:00 o'clock p.m. EST in the afternoon of the said day, all the right, title and interest of the

SHERIFT VICTURE OF Execution No. 16 of P.

issued out of the Court

there will be exposed to public sale,

of Common Pleas of Col.

umbia County, directed

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,

to me,

on the Western right-ofway line of Pennsylvania eaid iron

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 NOOM ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.
IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON THE PAYMENT BY 12:00 O'CLOCK NOON ON THE SHERIFF'S OFFICE, ON THAT DAY, 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 fire, 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 ½% THEREAFTER OF THE BID PRICE.
ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 72.115 32 , WHICHEVER IS HIGHER.
ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 17/110-32, WHICHEVER IS HIGHER.
BUYER / / / / / / / / / / / / / / / / / / /
PRICE # 18 The state of the sta

DEED IN NAME OF Franklin First / Check Saves Lown of con of the

POUNDAGE \_\_\_\_\_?

REALTY TRANFER TAX

STATE STAMPS

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

P.R.C.P. 3180 to	3183 and Rule 32	<u>2</u> 57
FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE	IN THE CO XXXXXXXXX COLUMBI	URT OF COMMON PLEAS OF COUNTY, PENNSYLVANIA
vs.	No635	Term 19_81_J.D.
JERRY B. JOHNSON and LINDA B. JOHNSON	No/ <u>/ (</u>	Term 19 F.D.
		RIT OF EXECUTION TGAGE FORECLOSURE)
Commonwealth of Pennsylvania:		
County of kuzennexColumbia:		
TO THE SHERIFF OFColumbia	COUNTY, PENNSYLV	ANIA:
To satisfy the judgment, interest and costs in the at described property (specifically described property below	oove matter you are direc ):	ted to levy upon and sell the following
** Plus a per diem charge at the rate of 1981, through to the date of any Sheriff's Stogether with all costs of suit and any mone payment of taxes, sewer and water rents, classing and all other expenses hereafter made by granted under the terms of the subject Mortgaged Property.	Sale pursuant to they hereinafter expendings or charges for Plaintiff pursuan	e Judgment demanded herewith, nded by the Plaintiff in insurance or repairs, and t to the rights and privileges
Amount Due Attorney's Commission Interest from to 12/24/81	\$ 34,959.21 3,495.92 \$ 5,806.61	
TOTAL	\$ 44,261.74 Pit	us costs ** ~~)
as endorsed.	fface	foldering.
Dated 3 - 3 - 5 - 4		Court of Common Pleas of y, Pennsylvania
(SFAL)	D.,,	

L&M 1M-5-81

Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY

:

CIVIL ACTION-LAW

BARRE,

: ::,

PLAINTIFF : IN MORTGAGE FORECLOSURE

VS.

JERRY B. JOHNSON and LINDA B. JOHNSON.

DEFENDANTS

EXECUTION NO.

OF

1981

NOTICE OF SHERIFF'S SALE REAL ESTATE

TO: JERRY B. JOHNSON and LINDA B. JOHNSON, 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 Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, 1982, at \_\_\_\_\_ o'clock, P.M., eastern standard time, in the afternoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Township of Madison, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

### SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. \_\_\_\_\_\_\_ of \_\_\_\_\_\_, 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, \_\_\_\_\_\_\_\_ , 1982, at \_\_\_\_\_\_\_\_ 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 piece, parcel or tract of land situate in the Madison Township, Columbia County, Pennsylvania, bounded and described more fully as follows, to wit:

BEGINNING at an iron pin on the Western right-of-way line of Pennsylvania Route No. 44, said iron pin being the North Eastern corner of the within described tract of land, THENCE South thirty-six (36) degrees thirteen (13) minutes West along lands now or formerly of David S. Bower, a distance of four hundred twenty two and thirty three hundredths (422.33) feet to an Elm Tree, THENCE South five (5) degrees forty-two minutes (42) West along same, a distance of three hundred fifty-two and one-hundredths (352.01) feet to an iron pin; THENCE North eightythree (83) degrees forty-two (42) minutes West along lands now or formerly of Albert Ortman, a distance of Eight Hundred Twelve and Three-tenths (812.03) feet to an iron pin; THENCE forty (40) degrees twenty-eight (28) minutes East along lands now or formerly of Dildine, Dildine and Clement, a distance of one thousand three hundred seventy-six and eighty-nine-hundredths (1,376.89) feet to an iron pin on the Western right-of-way line of Pennsylvania Route No. 44; THENCE along the Western right-of-way line of Pennsylvania Route 44, on a curve to the left, with a chord of South twenty-two (22) degrees eight (08) minutes East a distance of fifty-seven and ninety-six hundredths (57.96) feet to an arc distance of fifty-seven and ninety seven hundredths (57.97) feet to an iron pin; THENCE along same South twenty-four (24) degrees fourteen (14) minutes East a distance of four hundred twenty-nine and ninety four hundredths (429.94) feet to the place of beginning. CONTAINING approximately 12.77 acres.

SUBJECT, however, to the restrictions and reservations contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David F. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268, page 653.

BEING the same premises conveyed to the Mortgagors herein by Deed of David P. Roebuck and Dolores M. Roebuck, his wife, dated the 19th day of March, 1977 and recorded in Columbia County Deed Book 268 at page 653.

IMPROVED with a single family ranch dwelling and more commonly known as R.D. #1, Bloomsburg, Madison Township, County of Columbia, and State of Pennsylvania.

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

SETZED 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 Jerry B. Johnson and Linda B. Johnson, and will be sold by:

ROSENN, JENKINS & GREENWALD Attorneys

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on , 198, 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: Garage 1. Taralis

GARRY S. FAROLI, ESQUIRE 15 S. Franklin Street

Wilkes-Barre, Pennsylvania 18711

DERR & PURSEL

DALE A. DERR, ESQUIRE

238 Market Street

Bloomsburg, Pennsylvania 17815



#### OFFICE OF

### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOGMSBURG, PENNSYLVANIA, 17815

## VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

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

VS

Jerry B Johnson and Linda B. Johnson

### A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 16 of 1982 WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

### POSTING OF PROPERTY

March 23, 1982 at 10:15 A.M.
SALE bill on the property of <u>Jerry B Johnson</u> and Linda B Johnson
RD#1, Bloomsburg, Penna. Madison Township
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff John J. O'Brien and Lee Mensinger

John J. O'Brien and Lee Mensinger Deputy Sheriff

Fors

Victor B. Vandling Sheriff, Col. Co.

Sworn and subscribed before me this 23 day of March 1982

Frederick J. Peterson, Prothonotary Columbia County, Pennsylvania

By virtue of a Writ of Execution No. 16 of 1982 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, APRIL 22 , 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 piece, parcel or tract of land situate in the Madison Township, Columbia County, Pennsylvania, bounded and described more fully as foilows, to wit:

BEGINNING at an iron pin on the Western right-of-way line of Pennsylvania Route No. 44, said iron pin being the North Eastern corner of the within described tract of land, THENCE South thirty-six (36) degrees thirteen (13) minutes West along lands now or formerly of David S. Bower, a distance of four hundred twenty two and thirty three hundredths (422.33) feet to an Elm Tree, THENCE South five (5) degrees forty-two minutes (42) West along same, a distance of three hundred fifty-two and one-hundredths (352.01) feet to an iron pin; THENCE North eightythree (83) degrees forty-two (42) minutes West along lands now or formerly of Albert Ortman, a distance of Eight Hundred Twelve and Three-tenths (812.03) feet to an iron pin; THENCE forty (40) degrees twenty-eight (28) minutes East along lands now or formerly of Dildine, Dildine and Clement, a distance of one thousand three hundred seventy-six and eighty-nine-hundredths (1,376.89) feet to an iron pin on the Western right-of-way line of Pennsylvania Route No. 44; THENCE along the Western right-of-way line of Pennsylvania Route 44, on a curve to the left, with a chord of South twenty-two (22) degrees eight (08) minutes East a distance of fifty-seven and ninety-six hundredths (57.96) feet to an arc distance of fifty-seven and ninety seven hundredths (57.97) feet to an iron pin; THENCE along same South twenty-four (24) degrees fourteen (14) minutes East a distance of four hundred twenty-nine and ninety four hundredths (429.94) feet to the place of beginning. CONTAINING approximately 12.77 acres.

SUBJECT, however, to the restrictions and reservations contained in the Deed from James A. Dildine, James T. Dildine, Daniel J. Clement and David F. Roebuck and Dolores M. Roebuck, his wife, recorded in Columbia County Deed Book 268,

BEING the same premises conveyed to the Mortgagors herein by Deed of David P. Roebuck and Dolores M. Roebuck, his wife, dated the 19th day of March, 1977 and recorded in Columbia County Deed Book 268 at page 653.

IMPROVED with a single family ranch dwelling and more commonly known as R.D. #1, Bloomsburg, Madison Township, County of Columbia, and State of Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on April 23 , 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 Ioan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Jerry B. Johnson and Linda B. Johnson, and will be sold by:

March 8, 1982

Dear Ms. Fisk,

Please provide this department a copy of TAX STATEMENT on the described property. Thank you.

VICTOR H. VANDLING, Sheriff

POSENN, GENEINS & CRREITSALD



## SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

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

VS

Jerry B Johnson: & Linda B. Johnson

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. 16 of 1982 WRIT OF EXECUTION

SERVICE ON Jerry B Johnson and Linda B. Johnson

On March 23,1982 at 10:15 A.M. Posted 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, Jerry B Johnson and Property by John J. O'Brien and Lee Mensinger Deputies Sheriff's Sale of Real Estate to the defendants property.

John J. O'Brien and Lee Mensinger Deputy Shert If

For:

Victor B. Vandling Sheriff Columbia Co.

Sworn and subscribed before me this 23 day of March 1982

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



DEFICE OF

### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

### VICTOR B. VANDLING

SHERIFF

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

March 17, 1982

Franklin Federal S&L Assn. of W-B, n/k/a Franklin First Federal S&L Assn. of W-B.

VS

Jerry B. Johnson and Linda B. Johnson

## A. J. Zale

CHIEF DEPUTY

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 16 of 1982 E.D. WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

	SERVICE ON _ JERRY B. JOHNSON	·
of Real Estate to	, sent a true and atteste ecution and a true copy of the Notice <u>Jerry B. Johnson, R.D. 1, Shawmut Roa</u>	of Shariffle Sala
Pennsylvania P16 6236781	by Certified Mail, Return Reco	eipt Requested No.
Authorities stamp	ed "AUTHORIZED TIME FOR FORWARDING HAS	S EXPIRED"
made/ <i>har/</i> / <i>//////////////////////////////////</i>	प्रभिन्भिनी सिन्दिनिन्निन्निन्निन्निन्निन्निन्निन्निन	ned/Nexeto/end No. <u>P16 6236781</u>

So Answers:

A. J. Zale Chief Deputy Sheriff

7

Victor B. Vandling Sheriff Columbia County

Sworn and subscribed before me this 17th day of March 1982

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



OFFICE OF

### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLUUMSBURG, PENNSYLVANIA, 17815

### VICTOR B. VANDLING

BHERIFF

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

March 17, 1982

Franklin Federal S & L Assn. of W-B, n/k/a Franklin First Federal S&L Assn. of W-B.

VS.

Jerry B. Johnson and Linda B. Johnson

### A. J. Zale MAYWENEWACKIMONEKINEK

CHIEF DEPUTY

LEE F. MENSINGER, DEPUTY LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 16 of 1982 E.D. WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

SERVICE	ON	LINDA	В.	JOHNSON
OF114 TOF	~11			

On March 8, 1982	, sent a true and attested copy of the
within Writ of Execution of Real Estate to Lind	a and a true copy of the Notice of Sheriff's Sale B. Johnson, 1016B N. Market St., Frederick,
Maryland P16 6236780	by Certified Mail, Return Receipt Requested No. Said CERTIFIED MAIL was returned by U.S. Postal
<u>_Authorities_with_notat</u> :	on "FORWARDING ORDER EXPIRED".
₩#₩#/##₩##############################	dd/Refyfd/Receifft/Cafd/attached/heteto/attach

So Answers:

A. J. Zale Chief Deputy Sheriff

Tor

Victor B. Vandling Sheriff Columbia County

Sworn and subscribed before me this <u>17th</u> day of <u>March</u> 1982

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

By virtue of a Writ of Execution No. 16 of 1982, 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, APRIL 22 , 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:

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Copies to: 3/8/82

HENRIE PRINTING.

THE MORNING PRESS (only), Legal Ads, Wed. March 31, Apr 7 & 14, 1982. Affidavits please. Lynette Eyer Fisk, RD 1, Bloomsburg (Madison Twp. Tax Collector)

Charte and arrests to the contains