

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

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSOCIATION OF WILKES-BARRE,

vs.

PLAINTIFF

GERALD W. MAURER and FLORENCE L.

MAURER, his wife,

DEFENDANTS

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

No. 120 Term 19 82 J.D.

No. 2-6 Term 19 82 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' SALE DESCRIPTION ATTACHED HERETO - EXHIBIT "A")

****Plus a per diem charge at the rate of \$6.17 from February 28, 1982, 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 Plaintiff.**

Amount Due
Attorney's commission
Interest ~~from~~ to 2/28/82

\$ 19,757.18
1,975.72
\$ 1,398.49

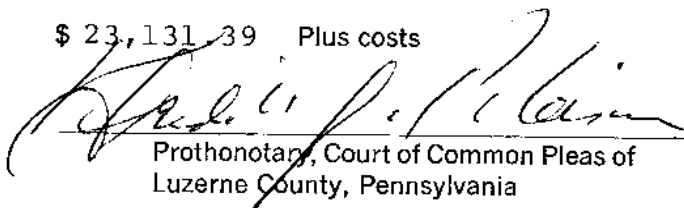
TOTAL

\$ 23,131.39 Plus costs

as endorsed.

Dated 3-24-82

(SEAL)


Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____ Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 26 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, Court-house, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, MAY 27, 1982, at 2:15 o'clock p. m., eastern ~~standard~~ ^{daylight} time, in the afternoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Mifflin of the County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the easterly side of land of Fred Aten and at a point on the southerly side of Bob Hoagland, said point being at intersecting lines of property owned by said individuals, thence along line of Bob Hoagland, North 87 degrees, East 160 feet to the westerly side of the right of way of Legislative Route No. 19023 leading from Hetlerville to Mifflinville; thence along the right of way of said highway South 19 degrees 19 minutes West, 178.4 feet to an iron pin corner; thence continuing along said right of way, South 11 degrees 29 minutes West, a distance of 145.3 feet to an iron pin corner in line of other land of Peter Diehl, Jr., et ux; thence North 78 degrees 19 minutes West along land of Peter Diehl, Jr., et ux, a distance of 98.23 feet to an iron pin corner on the line of Fred Aten; thence along line of Fred Aten, North 5 degrees East 283.0 feet to an iron pin corner, the place of beginning.

CONTAINING 0.906 acres in accordance to a survey prepared by L. Lebo, R.E., dated July 28, 1972.

BEING the same parcel of land conveyed to Gerald W. Maurer and Florence L. Maurer, his wife, by deed of Gerald Maurer and Florence E. Maurer, his wife, dated September 18, 1972, in Deed Book 258, at page 45, and recorded September 18, 1972.

IMPROVED with a single family frame ranch style dwelling and more commonly known as R. D. # 1, Box 251B, Nescopeck, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on June 1, 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 First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gerald W. Maurer and Florence Maurer, his wife, and will be sold by:

Sheriff of Columbia County

ROSENN, JENKINS & GREENWALD
Attorneys

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	OF COLUMBIA COUNTY
	:	
PLAINTIFF	:	CIVIL ACTION-LAW
	:	
VS.	:	IN MORTGAGE FORECLOSURE
	:	
GERALD W. MAURER and FLORENCE L.	:	
MAURER, his wife,	:	
	:	
DEFENDANTS	:	NO. 120 OF 1982

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: GERALD W. MAURER and FLORENCE L. MAURER, his wife, 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, MAY 27, 1982, at 2:15 o'clock p. m., ~~xxxxxxxxxxxx~~ eastern daylight 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 Mifflin, 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 JUNE 1, 1982, file a schedule of

distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY:

Patrick C. Carey
PATRICK C. CAREY, ESQUIRE

15 S. Franklin Street

Wilkes-Barre, Pennsylvania 18711

DERR, PURSEL & LUCHAS

BY:

Dale A. Derr
DALE A. DERR, ESQUIRE

238 Market Street

Bloomsburg, Pennsylvania 17815

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND : IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE, : OF COLUMBIA COUNTY

PLAINTIFF : CIVIL ACTION-LAW

VS. : IN MORTGAGE FORECLOSURE

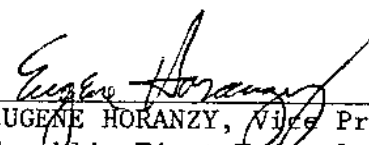
GERALD W. MAURER and FLORENCE L. :
MAURER, his wife, :

DEFENDANTS : NO. 120 OF 1982

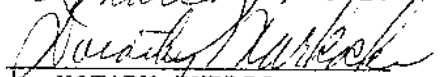
AFFIDAVIT OF NON-MILITARY SERVICE AND
CERTIFICATION OF LAST KNOWN ADDRESS OF
DEFENDANT AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF COLUMBIA : SS.:

EUGENE HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of GERALD W. MAURER and FLORENCE L. MAURER, 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 R.D.#1, Box 251B, Nescopeck, 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 First Federal Savings
and Loan Association of Wilkes-Barre

SWORN TO and subscribed
before me this 17th day
of March, 1982.


NOTARY PUBLIC
NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.

MY COMMISSION EXPIRES SEPTEMBER 9, 1985

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSN. OF WILKES BARRE

PLAINTIFF

No. 26 of Term 1982

V.S.

GERALD W. MAURER AND FLORENCE L.

MAURER, his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

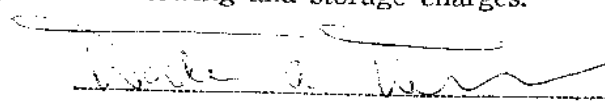
Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant on the premises located at

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.


Attorney for Plaintiff

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 27th day of MAY 19 82, at 2:12 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 SEVEN HUNDRED SEVENTY AND 82/100 (\$770.82) PLUS FIFTEEN AND 42/100 (\$15.42) 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

Columbia County Sheriff's Dept.	Sale Cost	\$88.25	
	Poundage	15.42	
			\$103.67
Press-Enterprise, Inc.			103.52
Henrie Printing			32.50
Prothonotary of Columbia County			13.00
Register and Recorder of Deeds of Columbia County			17.00
Columbia County Tax Claim Bureau (1981 County & School District Taxes)			448.51
William H. Zeares, Tax Collector, Mifflin Twp. (1982 County Taxes)			68.04

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE
VS
GERALD W. MAURER and FLORENCE L.
MAURER, his wife
NO. 120 of 1982 J.D.
NO. 26 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }
1 JUNE 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

LIST OF LIENS

VERSUS

Gerald W. Maurer, Sr. & Florence Maurer

Court of Common Pleas of Columbia County, Pennsylvania.

Sentry Consumer Discount Co.

versus

Gerald W. Sr., & Florence

Maurer

No. 413 of Term, 19 77
Real Debt ||\$ 2700.00
Interest from 3-13-77 ||
Commission ||
Costs ||
Judgment entered 3-16-77
Date of Lien 3-13-77
Nature of Lien Note

Franklin 1st Fed. ~~& Loan~~ Savings

& Loan Assoc. of Wilkes-Barre

versus

Gerald W. & Florence L. Maurer

No. 120 of Term, 19 82
Real Debt ||\$ 23,131.39
Interest from 3-26-82 ||
Commission ||
Costs ||
Judgment entered 3-26-82
Date of Lien 3-26-82
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank XXXXXXXX~~, 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

Gerald W. Maurer and Florence L. Maurer, his wife,

and find as follows:

See Photostatic copies attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and
seal of office this 24th day of May
A.D., 19 82.

Beverly J. Michael - RECORDER

MORTGAGE

THIS MORTGAGE is made this 28th day of June 1979, between the Mortgagor GERALD W. MAURER and FLORENCE L. MAURER, his wife, R.D. # 1, Nescopeck, County of Luzerne, Penna. (herein "Borrower"), and the Mortgagee Franklin First 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 THOUSAND (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 10, 1999;

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 or parcel of land situate in the Township of Mifflin, County of Columbia, and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the easterly side of land of Fred Aten and at a point on the southerly side of Bob Hoagland, said point being at intersecting lines of property owned by said individuals;

THENCE along line of Bob Hoagland, North 87 degrees, East 160 feet to the westerly side of the right-of-way of Legislative Route No. 19023 leading from Hetlerville to Mifflinville;

THENCE along the right of way of said highway, South 19 degrees 19 minutes West, 178.4 feet to an iron pin corner;

THENCE continuing along said right-of-way, South 11 degrees 29 minutes West, a distance of 145.3 feet to an iron pin corner in line of other land of Peter Diehl, Jr., et ux;

THENCE North 78 degrees 19 minutes West along other land of Peter Diehl, Jr., et ux, a distance of 98.23 feet to an iron pin corner on the line of Fred Aten;

THENCE along line of Fred Aten, North 5 degrees East, 283.00 feet to an iron pin corner, the place of beginning.

CONTAINING 0.906 acres in accordance to a survey prepared by L. Lebo, R. E., dated July 28, 1972.

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

BEING the same premises conveyed to the mortgagors herein by deed of Gerald Maurer and Florence E. Maurer, his wife, dated September 18, 1972, in Deed Book 258, at Page 45., and recorded September 18, 1972.

which has the address of R.D.#1, Nescopeck, Mifflin Township, County of Columbia, 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 (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

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

PENNSYLVANIA—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:


Gerald W. Maurer *Florence L. Maurer*
GERALD W. MAURER FLORENCE L. MAURER
—Borrower —Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Columbia ss:
On this, the 28th day of June, 1979, before me,
a Notary Public, personally appeared the within named
GERALD W. MAURER and FLORENCE L. MAURER, his wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) ~~(xx)~~ (are)
subscribed to the within instrument and acknowledged that (the)(y)
executed the same for the purposes herein contained.

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

My Commission Expires:

4/3/82

Randy E. Anelli
Berwick, Columbia County, Pa.


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

Harold Rosenn/Maurice Cantor
Attorneys for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia
Commonwealth of Pennsylvania in Mortgage Book No. 195 page 1050

Witness my hand and Seal of Office this 2nd day of July, 1979

11:31 a.m.

Martin G. Bower
Recorder of Deeds

Bower
JUL 2 11 31 AM '79
TAX \$50.00
REC'D BY RECORDER
COLUMBIA CO. PA.
750
266

Revised 10-1-78

BOOK 195 - 1050

COLLATERAL MORTGAGE

THIS INDENTURE, made the 17 day of March, 1981, Between Gerald W Maurer & Florence Maurer of RD#1 Box 251 B Nescopeck, PA hereinafter called Mortgagor(s), and SENTRY CONSUMER DISCOUNT COMPANY, of Kingston, Luzerne County, Pennsylvania, hereinafter called Mortgagee:

WHEREAS, Mortgagor(s), in consideration of a loan to them by Mortgagee, have executed and delivered to Mortgagee a certain note in the amount of \$ 9656.48 with interest as therein set forth, bearing even date herewith, which note is payable in 48 monthly installments of 159.51 each, commencing on the 17th day of April, 1981, and thereafter on the 17th day of each month, and

WHEREAS it is further agreed that in addition to the note above mentioned this mortgage is given as collateral security for all indebtedness of the Mortgagor(s) now existing or hereafter incurred in favor of Mortgagee, whether such indebtedness by evidence by a note or notes, renewal of said notes in whole or in part, or substitutions in whole or part for such notes, or in any other obligations of any kind which the said Mortgagee may at the time of execution of this mortgage, or at any future time, have or hold against the said Mortgagor(s), as principal debtor or otherwise; provided, however, that at no time shall the total sum secured hereby exceed the maximum amount Mortgagee is authorized to lend under the Pennsylvania Consumer Discount Company Law.

NOW, THEREFORE, in consideration of the said loan, and to secure the payment thereof as well as any future loans or other indebtedness secured hereby, Mortgagor(s) do hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, All that certain tract of land situate in the town of TOWNSHIP OF MIFFLIN Nescopeck County of Columbia, State of Pennsylvania, more particularly described in Mortgagor(s) deed recorded in the Office of the Recorder of Deeds of Columbia County, State of Pennsylvania, in Deed Book 257 Page 536, the address of which property is RD#1 Box 251 B Nescopeck, PA 18635.

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

TO HAVE AND TO HOLD the said premises unto the Mortgagee forever, provided, however, that if Mortgagor(s) shall well and duly pay to Mortgagee the entire debt as hereinafter set forth, as well as future loans or other indebtedness secured hereby, then the estate hereby granted shall cease, determine and become void.

PROVIDED further, that if Mortgagor(s) shall default in any monthly installment for a period of fifteen (15) days or more, then the whole of the unpaid debt or debts including principal, interest and other authorized charges shall at the option of Mortgagee become immediately due and payable; and in such event if Mortgagee retains an attorney to institute legal action on the note or notes or to foreclose on this mortgage, Mortgagor(s) shall pay in addition to the amount aforesaid, an attorney's commission of fifteen percent (15%) of such unpaid amount and costs of suit, and in the event that Mortgagee obtains judgement in such legal action and issues a Writ of Execution or other appropriate writ, then Mortgagor(s) hereby waive all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the mortgaged premises or any other property, and any such judgement shall bear interest at the applicable rate until paid in full.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hands and seals the day and year first above written.
Witness:

Gerald W. Maurer
Florence Maurer

Gerald W. Maurer (SEAL)
Florence Maurer (SEAL)
EX-204 94

Commonwealth of Pennsylvania :
County of Luzerne : SS.
:

On the 17th day of March 1981, before me, the undersigned officer, personally appeared the above named

Gerald W. Maurer and Florence Maurer

and in due form of law acknowledged the within Indenture of Mortgage to be their voluntary act and deed, executed for the purposes therein contained, and desiring that it be recorded as such.

Witness my hand and seal the day and year aforesaid.

Anthony T. Ross
My commission expires
ANTHONY T. ROSS, Notary Public
KINGSTON BOROUGH, LUZERNE COUNTY
MY COMMISSION EXPIRES JUNE 11, 1984
Member, Pennsylvania Association of Notaries



The address of the within named Mortgagee is: 230 Wyoming Avenue Kingston, PA 18704

[Signature]
Attorney In Fact.

Recorded in Columbia County Mtg. Bk. 204,
page 94 on March 25, 1981 at 10:16 a.m.

Beverly J. Michael
Acting Recorder

BOOK 204 PAGE 95

MAR 25 10 16 AM '81

RECORDED BY RECORDER
COLUMBIA CO., PA.
FEE \$6.50

#225



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)

Gerald W. Maurer and Florence L. Maurer, his wife, By the SHERIFF of Columbia County

GRANTOR (S)	ADDRESS	ZIP CODE
Franklin First Federal Savings and Loan Association of Wilkes-Barre		18711
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. 1, Box 251 B, Nescopeck	Mifflin Township	Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 770.82	HIGHEST ASSESSED VALUE \$ 3780.00
FAIR MARKET VALUE \$ 11,330.00	REALTY TRANSFER TAX PAID \$ None

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

Mortgage holder exempt - Act 253 - 1978

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

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE	ADDRESS
-----------	---------

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE	ADDRESS
-----------	---------

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER	ADDRESS
------------	---------

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER	ADDRESS
------------	---------

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

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

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

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3780.00
JUDGEMENT PLUS INTEREST	\$ 21,698.63		
BID PRICE		\$ 770.82	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 516.55	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 1,975.72	\$	
OTHER (COSTS, ETC.)	\$ 315.52	\$	
TOTAL	\$ 24,506.42	\$ 770.82	\$ 3780.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____
_____ DAY OF _____ 19____

NOTARY PUBLIC

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.

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

MY COMMISSION EXPIRES _____ 19____

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 27th day of MAY 19 82, at 2:12

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 SEVEN HUNDRED SEVENTY AND 82/100 (\$770.82) PLUS FIFTEEN AND 42/100 (\$15.42) 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

Columbia County Sheriff's Dept.	Sale Cost	\$88.25	
	Poundage	15.42	
			\$103.67
Press-Enterprise, Inc.			103.52
Henrie Printing			32.50
Prothonotary of Columbia County			13.00
Register and Recorder of Deeds of Columbia County			17.00
Columbia County Tax Claim Bureau (1981 County & School District Taxes)			448.51
William H. Zeares, Tax Collector, Mifflin Twp. (1982 County Taxes)			68.04

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE VS GERALD W. MAURER and FLORENCE L. MAURER, his wife NO. 120 of 1982 J.D. NO. 26 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers 1 JUNE 1982 Victor B Vandling Sheriff VICTOR B. VANDLING

\$103.52

iron pin corner; then continuing along said right of way, South 1 degrees 29 minutes West, a distance of 145 feet to an iron pin corner in line of other land of Peter Diehl, Jr., et ux thence North 78 degrees 19 minutes West along land of Peter Diehl, Jr., et ux, a distance of 98.2 feet to an iron pin corner on the line of Fred Aten thence along line of Fred Aten, North 5 degrees East 283.6 feet to an iron pin corner, the place of beginning.

CONTAINING 0.906 acre in accordance to a survey prepared by L. Lebo, R.E., dated July 28, 1972.

BEING the same parcel of land conveyed to Gerald W. Maurer and Florence E. Maurer, his wife, by deed of Gerald Maurer and Florence E. Maurer, his wife, dated September 18, 1972, in Deed Book 258, at page 45, and recorded September 18, 1972.

IMPROVED with a single family frame ranch style dwelling and more commonly known as RD 1, Box 25-B, Nescopeck, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on June 1, 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 First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gerald W. Maurer and Florence E. Maurer, his wife, and will be sold by:

Victor B Vandling
Sheriff of Columbia County

Paul R. Eyerly III

....., being duly sworn according to law and 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 hereto attached is a copy of the legal notice or advertisement in which appeared in the issue of said newspaper on

May 5, 12, 19.....

....., 19 82. except that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise matter of said notice and advertisement, and that all of the statement as to time, place, and character of publication are true.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 26 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, Court House, in the town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., May 27, 1982

at 2:15 o'clock p.m.

Eastern Daylight Time, in the afternoon of the said day, all the right, title and interest of the defendants in and to

ALL THAT CERTAIN piece or parcel of land situated in the Township of Milford of the County of Columbia and State of

Sworn and subscribed to before me this 21st day of May

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5360

May 24 1982

60-503
313

\$ 103.52

DOLLARS

PAY TO THE ORDER OF Press-Enterprise, Inc.

One Hundred Three and 52/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FFF 544 of W-B 13 MAURER

Legal Ads (Enterprise)

No. 26 of 1982 E.D.

0313059361

57281000

05

Victor B. Vandling

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Paul R. Eyerly III, being duly sworn according to law d
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 Pennsylvan
established on the 6th day of April, 1903, and has been published daily (except Sundays
Holidays) continuously in said Town, County and State since the date of the
hereto attached is a copy of the legal notice or advertisement in
which appeared in the issue of said newspaper on
May 5, 12, 19, 1982, exa
that the affiant is one of the owners and publishers of said newspaper
or notice was published; that neither the affiant nor Berwick Ente
ject matter of said notice and advertisement, and that all of th
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 11th day of May

My Commis
MATTHEW
BLOOMSE
MY COMMIS
Member Penn.

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

iron pin corner; thence
continuing along said
right of way, South 11
degrees 29 minutes
West, a distance of 145.3
feet to an iron pin corner
in line of other land of
Peter Diehl, Jr., et ux;
thence North 78 degrees
19 minutes West along
land of Peter Diehl, Jr.,
et ux, a distance of 98.23
feet to an iron pin corner
on the line of Fred Aten;
thence along line of Fred
Aten, North 5 degrees
East 283.0 feet to an iron
pin corner, the place of
beginning.

CONTAINING 0.906 acres
in accordance to a
survey prepared by L.
Lebo, R.E., dated July 28,
1972.

BEING the same parcel of
land conveyed to Gerald
W. Maurer and Florence
L. Maurer, his wife, by
deed of Gerald Maurer
and Florence E. Maurer,
his wife, dated Septem-
ber 18, 1972, in Deed
Book 258, at page 45,
and recorded September
18, 1972.

IMPROVED with a single
family frame ranch style
dwelling and more com-
monly known as RD 1,
Box 251B, Nescopeck,
Columbia County, Penn-
sylvania.

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 26 of 1982,
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., May 27, 1982
at 2:15 o'clock p.m.
Eastern Daylight Time, in
the afternoon of the said
day, all the right, title
and interest of the
defendants in and to:

ALL THAT CERTAIN piece
or parcel of land situate
in the Township of Mil-
flin of the County of
Columbia, and State of
Pennsylvania, bounded
and described as fol-
lows:

BEGINNING at a point on
the easterly side of land
of Fred Aten and at a
point on the southerly
side of Bob Hoagland,
said point being at inter-
secting lines of property
owned by said individu-
als, thence along line of
Bob Hoagland, North 87
degrees, East 160 feet to
the westerly side of the
right of way of Legisla-
tive Route No. 19023
leading from Metlerville
to Mifflinville; thence
along the right of way of
said highway South 19
degrees 19 minutes
West, 178.4 feet to an

NOTICE IS HEREBY GIVEN
to all claimants and par-
ties in interest that the
Sheriff will on June 1,
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 First Federal
Savings and Loan Asso-
ciation of Wilkes-Barre,
Pennsylvania, against
Gerald W. Maurer and
Florence Maurer, his
wife, and will be sold
by:

Victor B Vandling
Sheriff of Columbia
County

Rosen, Jenkins
and Greenwald
Attorneys
May 5, 12, 19

lication
this af-

LETTERPRESS and PHOTO OFFSET PRINTING

Phone: 717-784-1633

Name: _____

April 7, 1982

PLEASE PAY FROM THIS INVOICE
WE DO NOT SEND MONTHLY STATEMENTS



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

June 11, 1982

William H. Zeares
Box 206 Race St.
Mifflinville, Pa. 18631

RE: FFPS&L Assn. vs Maurer, Gerald
and Florence
NO: 26 of 1982 E.D.

Dear Mr. Zeares,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held May 27, 1982

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$68.04

Property purchased by FRANKLIN FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF WILKES-BARRE

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale for
Victor B. Vandling

FRANKLIN First Federal S&L vs MAKER, Gerald & Florence

THURSDAY, MAY 27, 1982

NO. 26 of 1982 E.D.

WRIT OF EXECUTION:

Judgement --- Principal

Insurance / Atty. Fee

Interest from _____ to 2/28/82

Real Estate Tax

Interest from 3-1-82 to 5-27-82
86 days @ \$ 6.17 per day

\$ 19,757.18

1,975.72

1,398.49

5412.96

TOTAL

Total..... \$ 23,074.35

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.00

30.25

6.00

Total.....\$ 61.25 \$ 61.25

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~\$ 11.11~~

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

-

15.00

5.00

5.00

17.50

5.00

20.00

Total.....\$ 88.25 \$ 88.25

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

103.52

32.50

Total.....\$ 136.02 \$ 136.02

Prothonotary - List of Liens

Deed

10.00

3.00

Total..... \$ 13.00 \$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

17.00

Total..... \$ 17.00 \$ 17.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1982

School Taxes, District _____, 1982

Parcel #1 23-06-11-4 (1981 County/School)

Parcel #2 _____

Parcel #3 _____

Parcel #4 _____

68.04

448.51

Total..... \$ 516.55 \$ 516.55

SEWERAGE RENT DUE:

Municipality _____ for 1982

TOTAL \$ 770.82
 Begin "Bid" 15.00



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 S & L
Assn. of Wilkes-Barre

VS

Gerald W. & Florence L.
Maurer

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 26 of 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On April 29, 1982 at 11:30 A.M.

_____, posted a copy of the SHERIFF'S
SALE bill on the property of Gerald W. & Florence L. Maurer
at their property R.D.#1, Box 251 Nescopeck, Pa. Col. Co.

Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff Lee F. Mensinger.

So Answers:

Lee F. Mensinger
Deputy Sheriff

For:

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

Sworn and subscribed before me this
29th day of April, 1982.

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 S & L
Assn. of Wilkes-Barre

VS

Gerald W. & Florence L
Maurer

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. 26 of 1982
WRIT OF EXECUTION

SERVICE ON Florence L. Maurer

On the 2nd day of April 1982 at 7:20 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was served on the defendant, Florence L.
Maurer at her residence R.D.#1
Nescopeck, Pa. Col. Co. by Lee F. Mensinger
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger

Deputy Sheriff

For:

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

Sworn and subscribed before me
this 2nd day of April
1982.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Franklin First Federal S&L
Assn. of Wilkes-Barre

VS

Gerald W. & Florence L.
Maurer

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 26 of 1982
WRIT OF EXECUTION

SERVICE ON Gerald W. Maurer

On the 1st day of April 1982 at 5:00 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was served on the defendant, Gerald W. Maurer
at his residence R.D.#1
Nescopeck Pa. Col. Co. by Lee F. Mensinger
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger
Lee F. Mensinger

Deputy Sheriff

For:

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

Sworn and subscribed before me
this 2nd day of April
1982.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSOCIATION OF WILKES-BARRE,

vs.

PLAINTIFF

GERALD W. MAURER and FLORENCE L.

MAURER, his wife,

DEFENDANTS

IN THE COURT OF COMMON
~~PLUM~~ COUNTY, PENN
COLUMBIA

No. 120

No. _____

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~PLUM~~ 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 ~~the~~ described property (specifically described property below):

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

**Plus a per diem charge at the rate of \$6.17 from February 1982, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any and hereinafter expended by the Plaintiff in payment of taxes, and water rents, claims or charges for insurance or repairs, and all other expenses hereafter made by Plaintiff.

Amount Due
Attorney's commission
Interest ~~from~~ to 2/28/82

\$ 19,757.18
1,975.72
\$ 1,398.49

TOTAL

\$ 23,131.39 Plus costs

as endorsed.

Dated _____

(SEAL)

Prothonotary, Court of Common Pleas of
Luzerne County, Pennsylvania

By: _____

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	OF COLUMBIA COUNTY
	:	
PLAINTIFF	:	CIVIL ACTION-LAW
	:	
VS.	:	IN MORTGAGE FORECLOSURE
	:	
GERALD W. MAURER and FLORENCE L.	:	
MAURER, his wife,	:	
	:	
DEFENDANTS	:	NO. 120 OF 1982

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: GERALD W. MAURER and FLORENCE L. MAURER, his wife, 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, , 198 , 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 Mifflin, 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 , 1982, file a schedule of

distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY:

Patrick C. Carey

PATRICK C. CAREY, ESQUIRE

15 S. Franklin Street

Wilkes-Barre, Pennsylvania 18711

DERR, PURSEL & LUCHAS

BY:

Dale A. Derr

DALE A. DERR, ESQUIRE

238 Market Street

Bloomsburg, Pennsylvania 17815

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 26 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, Court-house, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, May 27, 1982, at 2:15 o'clock p. m., eastern ~~xxxxxx~~ daylight time, in the afternoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Township of Mifflin of the County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the easterly side of land of Fred Aten and at a point on the southerly side of Bob Hoagland, said point being at intersecting lines of property owned by said individuals, thence along line of Bob Hoagland, North 87 degrees, East 160 feet to the westerly side of the right of way of Legislative Route No. 19023 leading from Hetlerville to Mifflinville; thence along the right of way of said highway South 19 degrees 19 minutes West, 178.4 feet to an iron pin corner; thence continuing along said right of way, South 11 degrees 29 minutes West, a distance of 145.3 feet to an iron pin corner in line of other land of Peter Diehl, Jr., et ux; thence North 78 degrees 19 minutes West along land of Peter Diehl, Jr., et ux, a distance of 98.23 feet to an iron pin corner on the line of Fred Aten; thence along line of Fred Aten, North 5 degrees East 283.0 feet to an iron pin corner, the place of beginning.

CONTAINING 0.906 acres in accordance to a survey prepared by L. Lebo, R.E., dated July 28, 1972.

BEING the same parcel of land conveyed to Gerald W. Maurer and Florence L. Maurer, his wife, by deed of Gerald Maurer and Florence E. Maurer, his wife, dated September 18, 1972, in Deed Book 258, at page 45, and recorded September 18, 1972.

IMPROVED with a single family frame ranch style dwelling and more commonly known as R. D. # 1, Box 251B, Nescopeck, Columbia County, Pennsylvania.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on June 1, 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 First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Gerald W. Maurer and Florence Maurer, his wife, and will be sold by:

Sheriff of Columbia County

ROSENN, JENKINS & GREENWALD
Attorneys