

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 11th day of March 1982, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to First Federal Savings and Loan Association of Hazleton

for the price or sum of Twenty Five Thousand and 00/100 (\$25,000.00) plus One Hundred Forty and 00/100 (\$140.00) 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

| | | | |
|----------------|-----------|---------------|-----------|
| Sheriffs Cost: | Sale Cost | \$ 77.23 | |
| | Poundage | <u>140.00</u> | |
| | | | \$ 217.23 |

| | |
|------------------------|--------|
| Press-Enterprise, Inc. | 218.46 |
|------------------------|--------|

| | |
|-----------------|-------|
| Henrie Printing | 30.00 |
|-----------------|-------|

| | |
|---------------------------------|-------|
| Prothonotary of Columbia County | 13.00 |
|---------------------------------|-------|

| | |
|--------------------------------------|-------|
| Recorder of Deeds of Columbia County | 14.00 |
|--------------------------------------|-------|

| | |
|--|--------|
| H. James Hock, Tax Collector, Scott Township | 108.78 |
| (1982 Col. Co. Taxes) | |

Note: Successful bid price of \$25,000.00 not collected from buyer (Plaintiff) as monies would merely have to be returned to F.F.S. & L. Assn. of Hazleton.

First Federal Savings and Loan Association of Hazleton

vs.

John D. Gibbs and Bonnie L. Gibbs, his wife

No. 846 of 1981 J.D.

No. 3 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

12 March 1982

Victor B Vandling
VICTOR B. VANDLING

Sheriff

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

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF HAZLETON,
Plaintiff

vs

JOHN D. GIBBS and

BONNIE L. GIBBS, his wife
Defendants

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 3 Term 1980 E.D.

No. _____ Term 19____ A.D.

No. 846 Term 1981 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

ALL THAT CERTAIN piece, parcel and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Columbia County, Pennsylvania, prepared by H. G. Shulde, R.E., dated October 15, 1952, and revised April 9, 1960 by T. Bryce James, R.S., for Robison Lumber and Supply Company, Inc., know and designated as Lot 170-A, and bounded and described as follows, to-wit:

BEGINNING at an iron pin in the southerly line of Friar Road, said pin being at the northeast corner of Lot No. 169-A land now or formerly of Blaine P. Leighow; thence along the southerly line of Friar Road, North eighty-two degrees twenty minutes East eighty and thirty-four hundredths feet [N. 82° 20' E. 80.34'] to an iron pin at the southwest corner of Friar Road and Forrest Road; thence along the westerly line of Forrest Road South seventeen degrees forty-five minutes East one hundred two and nine hundredths feet [S. 17° 45' E. 102.9'] to an iron pin in line of land now or formerly of John L. Palmer and Elizabeth Palmer, his wife; thence along the northerly line of said Palmer lands, South eighty-two degrees thirty minutes West seventy-five and forty hundredths feet [S. 83° 30' W. 75.40'] to an iron pin at the southeast corner of Lot No. 169-A, land now or formerly of Blaine P. Leighow; thence along the Easterly line of said Leighow land, North twenty degrees twenty-nine minutes West one hundred two and eighty-five hundredths feet [N. 20° 29' W. 102.85'] to an iron pin on the southerly line of Friar Road, the place of beginning.

BEING the same premises conveyed to John D. Gibbs and Bonnie L. Gibbs, his wife, by deed from Howard L. McKinnon and Judith McKinnon, his wife, dated the third day of October, 1977, and recorded in the Recorder's Office in and for Columbia County in Deed Book 283, at page 837, etc.

Amount Due \$ 36,012.56

Interest from December 31, 1981 \$ 2,780.95

Total \$ 38,793.51 Plus costs)

as endorsed.

Maureen J. Plante
Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated 1-19-81
(SEAL)

By:

Deputy

FIRST FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF HAZLETON, OF THE 26TH JUDICIAL DISTRICT
Plaintiff : COLUMBIA COUNTY BRANCH, PENNA.

vs. : CIVIL ACTION - LAW
NO. 846 of 1981

JOHN D. GIBBS and :
BONNIE L. GIBBS, his wife, :
Defendants : IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE
OF REAL ESTATE

TO: JOHN D. GIBBS and BONNIE L. GIBBS, his wife, Defendants
herein and title owners of the real estate hereinafter
described:

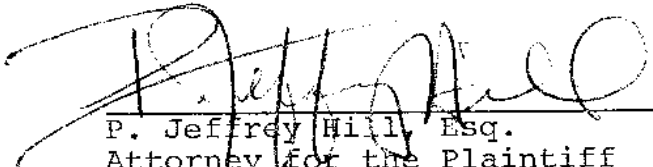
NOTICE is hereby given that by virtue of the above-
captioned writ of execution, issued under the above-captioned
judgment, directed to the Sheriff of Columbia County, there
will be exposed to public sale, by vendue or outcry to the
highest and best bidders, for cash, in the Sheriff's Office,
Bloomsburg, Columbia County, Pennsylvania on **March 11,**
1982, at **2:00** o'clock, **p.m.**, in the afternoon of the said
day, all your right, title and interest in and to ALL that
certain piece, parcel and tract of land situate in the plot of
lots of Sherwood Village, Scott Township, Columbia County,
Pennsylvania, prepared by H. G. Shulde, R.E., dated October 15,
1952, and revised April 9, 1960 by T. Bryce James, R.S., for
Robison Lumber and Supply Company, Inc., known and designated as
Lot 170-A and bounded and described as follows, to-wit:

BEGINNING at an iron pin in the southerly line of
Friar Road, said pin being at the northeast corner of Lot No.
169-A land now or formerly of Blaine P. Leighow; thence along

the southerly line of Friar Road, North eighty-two degrees twenty minutes East eighty and thirty-four hundredths feet [N. 82° 20' E. 80.34'] to an iron pin at the southwest corner of Friar Road and Forrest Road; thence along the westerly line of Forrest Road South seventeen degrees forty-five minutes East one hundred two and nine hundredths feet [S. 17° 45' E. 102.9'] to an iron pin in line of land now or formerly of John L. Palmer and Elizabeth Palmer, his wife; thence along the northerly line of said Palmer lands, South eighty-two degrees thirty minutes West seventy-five and forty hundredths feet [S. 83° 30' W. 75.40'] to an iron pin at the southeast corner of Lot No. 169-A, land now or formerly of Blaine P. Leighow; thence along the Easterly line of said Leighow land, North twenty degrees twenty-nine minutes West one hundred two and eighty-five hundredths feet [N. 20° 29' W. 102.85'] to an iron pin on the southerly line of Friar Road, the place of beginning.

BEING the same premises conveyed to John D. Gibbs and Bonnie L. Gibbs, his wife, by deed from Howard E. McKinnon and Judith McKinnon, his wife, dated the third day of October, 1977, and recorded in the Recorder's Office in and for Columbia County, in Deed Book 283, at page 837, etc.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on **March 12**, 1982, file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.



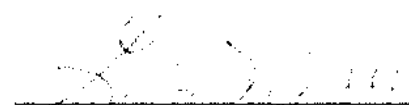
P. Jeffrey Hill, Esq.
Attorney for the Plaintiff
P. O. Box 407
Bloomsburg, PA 17815

FIRST FEDERAL SAVINGS AND LOAN : IN THE COURT OF COMMON PLEAS
ASSOCIATION OF HAZLETON, OF THE 26TH JUDICIAL DISTRICT
Plaintiff : COLUMBIA COUNTY BRANCH, PENNA.

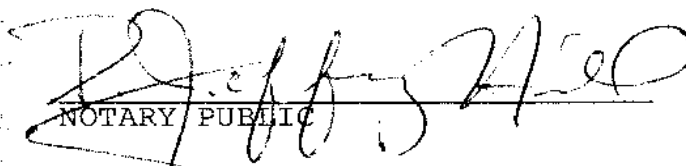
vs. : CIVIL ACTION - LAW
NO. 846 of 1981
JOHN D. GIBBS and :
BONNIE L. GIBBS, his wife, :
Defendants : IN MORTGAGE FORECLOSURE

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

Lois Miller, being duly sworn according to law,
deposes and says that she is the Assistance Vice-President of
First Federal Savings and Loan Association of Hazleton, and
as such is authorized to make this Affidavit on its behalf;
that to the best of her personal knowledge, information and
belief, the name and last known address of Owners and Defendants
John D. Gibbs and Bonnie L. Gibbs, his wife, is 2660 Roman
Drive, Hermitage, Pennsylvania.


Lois Miller

SWORN AND SUBSCRIBED TO
BEFORE ME THIS 18th
DAY OF JANUARY, 1982.


NOTARY PUBLIC

My Commission Expires 12/9/85.

AFFIDAVIT OF NON MILITARY
SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

SS

P. Jeffrey Hill, Esquire, being duly sworn according to law, does depose and say that he did, upon request of First Federal Savings and Loan Association of Hazleton, investigate the status of John D. Gibbs and Bonnie L. Gibbs, his wife, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally 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 with the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940.


P. Jeffrey Hill, Esq.

SWORN AND SUBSCRIBED TO

BEFORE ME THIS 18th

DAY OF JANUARY, 1982.


NOTARY PUBLIC

My commission expires

PROTH. & CLK. OF CIV. COURTS
NY. COMM. EX. 1st MON. JAN. 1984

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF HAZLETON

PLAINTIFF

No. 846 Term 19⁸¹

V.S.

JOHN D. GIBBS and

BONNIE L. GIBBS, his wife

DEFENDANTS

To: Victor Vandling Sheriff

Seize, levy, advertise and sell all the ^{real} ~~personal~~ property of the defendant on the premises located at
75 Friar Road, Sherwood Village, Bloomsburg, Pennsylvania

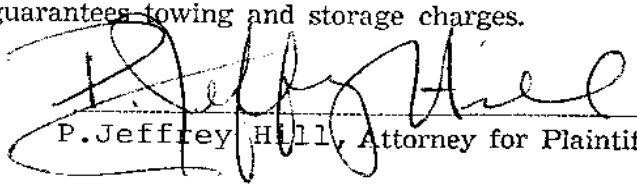
Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

| 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 ^{real} ~~personal~~ property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.


P. Jeffrey Hill, Attorney for Plaintiff

LIST OF LIENS

John D. Gibbs and Bonnie L. Gibbs, his wife

1st Fed. Savings & Loan Assoc. of Hazleton Court of Common Pleas of Columbia County, Pennsylvania.

Assigned to United States of America No. 1906 of Term, 19 77

versus

John D/ & Bonnie L. Gibbs

Real Debt \$ 5451.60
Interest from 10-28-77
Commission
Costs
Judgment entered 10-31-77
Date of Lien 10-28-77
Nature of Lien Note

Commonwealth of Penna.

Dept. of Public Welfare

versus

John D. & Bonnie L. Gibbs

No. 2313 of Term, 19 78
Real Debt \$ 5,000.00
Interest from
Commission
Costs
Judgment entered 12-22-78
Date of Lien
Nature of Lien Reimbursement Agreement

1st Fed Savings & Loan Assoc.

versus

John D. & Bonnie L. Gibbs

No. 846 of Term, 19 81
Real Debt \$ 38,793.51
Interest from 1-15-82
Commission
Costs
Judgment entered 1-15-82
Date of Lien 1-15-82
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

ELIJAH, PA., ~~February~~ 19 82

Y5.

Gibbs

Sheriff Office

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Beinhart~~ 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

John D. Gibbs and Bonnie L. Gibbs, 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 4th day of March
A.D., 19 82

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this third (3rd) day of October 1977, between the Mortgagor, JOHN D. GIBBS and BONNIE L. GIBBS, his wife, both of 112 Avondale Road, Manchester, Connecticut (herein "Borrower") and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of The United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania 18201 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND ONE HUNDRED [\$34,100.00] Dollars, which indebtedness is evidenced by Borrower's note dated October 3, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 10, 2002;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia Township of Scott State of Pennsylvania: ALL THAT CERTAIN piece, parcel and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Columbia County, Pennsylvania, prepared by H. G. Shulde, R.E., dated October 15, 1952, and revised April 9, 1960, by T. Bryce James, R. S., for Robison Lumber and Supply Company, Inc., known and designated as Lot 170-A, and bounded and described as follows, to-wit:

BEGINNING at an iron pin in the southerly line of Friar Road, said pin being at the northeast corner of Lot No. 169-A, land now or formerly of Blaine P. Leighow; thence along the southerly line of Friar Road, North eighty-two degrees twenty minutes East eighty and thirty-four hundredths feet [N. 82° 20' E. 80.34'] to an iron pin at the southwest corner of Friar Road and Forrest Road; thence along the westerly line of Forrest Road, South seventeen degrees forty-five minutes East one hundred two and nine hundredths feet [S. 17° 45' E. 102.09'] to an iron pin in line of land now or formerly of John L. Palmer and Elizabeth Palmer, his wife; thence along the northerly line of said Palmer lands, South eighty-two degrees thirty minutes West seventy-five and forty hundredths feet [S. 82° 30' W. 75.40'] to an iron pin at the southeast corner of Lot No. 169-A, land now or formerly of Blaine P. Leighow; thence along the easterly line of said Leighow land, North twenty degrees twenty-nine minutes West one hundred two and eighty-five hundredths feet [N. 20° 29' W. 102.85'] to an iron pin on the southerly line of Friar Road, the place of beginning.

BEING the same premises conveyed to John D. Gibbs and Bonnie L. Gibbs, his wife, mortgagors, by deed from Howard E. McKinnon and Judith McKinnon, his wife, dated the 3rd day of October, 1977, and intended to be recorded contemporaneously herewith.

which has the address of 75 Friar Road, Sherwood Village, Bloomshurg
PA 17815 (Street) (City)
(State and Zip Code) (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 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.

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.

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

18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure

by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to 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 greater 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 loaned 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:

Handwritten signatures of witnesses

John D. Gibbs
Bonnie L. Gibbs

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 3rd day of October, 1977, before me, Josephine C. Laubach, a Notary Public, the undersigned officer, personally appeared

John D. Gibbs and Bonnie L. Gibbs, his wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Handwritten signature of Josephine C. Laubach
JOSEPHINE C. LAUBACH, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY

I Hereby Certify, that the precise residence of the First Federal Savings and Loan Association of Hazleton, Mortgagee, is 12 East Broad Street, Hazleton, Luzerne County, Pennsylvania.

Commonwealth of Pennsylvania
County of Columbia

10:39 a.m.

RECORDED on this 3rd day of Oct., A. D. 1977, in the Recorder's Office of the said county, in Mortgage Book Vol. 186

Page 435

Given under my hand and the seal of the said office, this day and year aforesaid.

Handwritten signature of Marvin E. Bower

Recorder

RETURN TO:

WILLIAM S. BECKLEY
ATTORNEY AT LAW
UNITED BANK BLDG.
BLOOMSBURG, PA. 17815

BOOK 186 PAGE 435

LL. WA 66 01 8 100
10:50
RECORDED
9

MORTGAGE

THIS MORTGAGE, entered into this 19th day of June, 1978, between John D. Gibbs and Bonnie Gibbs his wife herein called "Mortgagors," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 1125 North Fourth St. Sunbury, Pennsylvania, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note \$ 6,500.00, (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagors thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the (~~XXX~~) PARISH of Scott, County of Columbia, Commonwealth of Pennsylvania, described as follows: (Township)

Insert description of mortgaged premises from Mortgagor's deed

BEGINNING at an iron pin in the southerly line of Friar Road, said pin being at the northeast corner of Lot No. 169-A, land now or formerly of Elaine D. Leishow; thence along the southerly line of Friar Road, North eighty-two degrees twenty minutes East eighty and thirty-four hundredths feet (N. 82° 20' E. 80.741') to an iron pin at the southwest corner of Friar Road and Forrest Road; thence along the westerly line of Forrest Road, South seventeen degrees forty-five minutes East one hundred two and nine hundredths feet (S. 17° 45' E. 102.091') to an iron pin ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ in line of land now or formerly of John L. Palmer and Elizabeth Palmer, his wife; thence along the northerly line of said Palmer lands, South eighty-two degrees thirty minutes West seventy-five and forty hundredths feet (S. 82° 20' W. 75.401') to an iron pin at the southeast corner of Lot No. 169-A, land now or formerly of Elaine D. Leishow; thence along the easterly line of said Leishow land, North twenty degrees twenty-nine minutes West one hundred two and eighty-five hundredths feet (N. 20° 20' W. 102.851') to an iron pin on the southerly line of Friar Road, the place of beginning.

BEING premises known and designated as 75 Friar Road Bloomshurg, PA, Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 283, Page 837, as said premises are therein described.

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

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

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

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

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

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

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

Signed, Sealed and Delivered in the Presence of:

John D. Gibbs (SEAL)

Bonnie H. Gibbs (SEAL)

_____ (SEAL)

_____ (SEAL)

COUNTY OF Columbia

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

My commission expires 4/2 1982



Paulette H. Maurer

named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 1125 North Fourth Street Sunbury Pennsylvania.

Witness my hand, this 19th day of June 1978

Charles H. Houser
Agent of Mortgage

Doc # PA-15 Ed. 1/76

REC'D BY RECORDER
COLUMBIA CO, PA.
TAX ~~50~~ FEE ~~6.50~~
JUN 23 11 15 AM '78

1621

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

John D. Gibbs

Bonnie Glibb's

Names of North Indians

•

**BENEFICIAL CONSUMER
DISCOUNT COMPANY,**

Mortgages

1125 North Fourth Street

Sunbury, PA 17301

Abstract

Mortgaged Premises:

~~75 First Road~~

Foot Addressing

City, Borough or Town:

810

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF Columbia 11:15 A.M.
Notary Public for the State of South Carolina

RECORDED on this 23rd day
of June 1968

in Mortgage Book No. 190 Page 397

Page 397

RECORDED

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 11th day of March 1982, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to First Federal Savings and Loan Association of Hazleton

for the price or sum of Twenty Five Thousand and 00/100 (\$25,000.00) plus One Hundred Forty and 00/100 (\$140.00) 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

| | | | |
|--|-----------------------|----------|-----------|
| Sheriffs Cost: | Sale Cost | \$ 77.23 | |
| | Poundage | 140.00 | |
| | | | \$ 217.23 |
| Press-Enterprise, Inc. | | | 218.46 |
| Henrie Printing | | | 30.00 |
| Prothonotary of Columbia County | | | 13.00 |
| Recorder of Deeds of Columbia County | | | 14.00 |
| H. James Hock, Tax Collector, Scott Township | | | 108.78 |
| | (1982 Col. Co. Taxes) | | |

Note: Successful bid price of \$25,000.00 not collected from buyer (Plaintiff) as monies would merely have to be returned to F.F.S. & L. Assn. of Hazleton.

First Federal Savings and Loan Association of Hazleton

vs.

John D. Gibbs and Bonnie L. Gibbs, his wife
No. 846 of 1981 J.D.
No. 3 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }
12 March 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff



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)

John D. Gibbs and Bonnie L. Gibbs, his wife, by the Sheriff of Col. Co.

GRANTOR (S)

ADDRESS

ZIP CODE

First Federal Savings and Loan Association of Hazleton

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

75 Friar Road, Sherwood Village, Scott Twp. Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 25,000.00 HIGHEST ASSESSED VALUE \$ 4440.00

FAIR MARKET VALUE \$ 13,330.00 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 278 - 1978

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

SECTION II

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Vandling, Sheriff of Columbia County

SUCCESSFUL BIDDER First Federal Savings & Loan Association of Hazleton

NAME

ADDRESS

TITLE

NAME

ADDRESS

TITLE

| | JUDGEMENT PLUS PRIOR LIENS | BID PRICE | HIGHEST ASSESSED VALUE |
|--------------------------|-------------------------------|--------------|---------------------------|
| HIGHEST ASSESSED VALUE | | | \$ 4440.00 |
| JUDGEMENT PLUS INTEREST | \$ 38,793.51 | | |
| BID PRICE | | \$ 25,000.00 | |
| PRIOR RECORDED LIEN | \$ --- | \$ | |
| PRIOR RECORDED MORTGAGE | \$ --- | \$ | |
| PRIOR RECORDED MORTGAGE | \$ --- | \$ | |
| UNPAID REAL ESTATE TAXES | \$ 108.78 | \$ | |
| WATER RENT DUE | \$ --- | \$ | |
| SEWAGE RENT DUE | \$ --- | \$ | |
| ATTORNEY FEES | \$ --- | \$ | |
| OTHER (COSTS, ETC.) | \$ 409.97 | \$ | |
| TOTAL | \$ 39,312.26 | \$ 25,000.00 | \$ 4440.00 |

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____

_____ DAY OF _____, 19____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____, 19____

ALL OF THE INFORMATION ENTERED
ON BOTH SIDES OF THIS AFFIDAVIT IS
TRUE, FULL AND COMPLETE TO THE
BEST OF MY KNOWLEDGE, INFORMATION
AND BELIEF.
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

10/1/82

SHERIFF'S SALE

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

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

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

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON March 18, 1982 ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs March 18, 1982, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY MARCH 18, 1982, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on MARCH 12, 1982 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$39,312.26, WHICHEVER IS HIGHER. (plaintiff exempt)

ALSO, STATE STAMPS OF 1% OF BID OR OF \$39,312.26, WHICHEVER IS HIGHER, (plaintiff exempt)

BUYER F.F.S. & L.

PRICE 20,000.00

POUNDAGE \$140.00

DEED IN NAME OF First Federal S&L Assn.

REALTY TRANSFER TAX —

STATE STAMPS —

NOTE: Should "successful bidder" be someone other than plaintiff, who is exempt, "balk and indicate they will refuse to pay designated amount for Realty Transfer Tax & State Stamps they must request APPRAISAL and submit same to Dept. of Revenue Bureau of Collections.

1744 Ave. at Ave. vs Gibbs, John & Henry
 THURSDAY, March 11, 1954 NO. 3 of 82

WRIT OF EXECUTION:

Judgement --- Principal

Insurance / Atty Fee

Interest from 12-31-51 to _____

Real Estate Tax

Interest from _____ to _____

_____ days @ \$ _____ per day

\$ 36,012.56

TOTAL

2,795.75Total..... \$ 38,808.31

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.0020.256.00Total..... \$ 51.25~~ATTORNEY'S FEES~~~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~\$ ~~71,550.79~~

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)

10.7510.002.4813.005.005.003.005.0020.00Total..... \$ 77.23

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

17.96109.9630.00Total..... \$ 248.92

Prothonotary - List of Liens

Deed

11.003.00Total..... \$ 14.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

14.00Total..... \$ 14.00

REAL ESTATE TAXES:

Borough/Township & County Taxes, 19__

School Taxes, District _____, 19__

Parcel #1

Parcel #2

Parcel #3

Parcel #4

17.00Total..... \$ 105.75

SEWERAGE RENT DUE:

Municipality _____ for 19__

TOTAL TAXES & COSTS \$ 461.93
(START BIDDING AT THIS AMOUNT)

John D. Gibbs Sheriff Sale

\$109.46 - Press
109.46 - Enterprise

\$218.92 - Total

Paul R. Eyerly, III.....

says that Berwick Enterprise is a newspaper place of business in the Town of Berwick, C established on the 6th day of April, 1903, an Holidays) continuously in said Town, Cour hereto attached is a copy of the legal noti which appeared in the issue of said newspa February 17, 24, March 3, that the affiant is one of the owners and pub or notice was published; that neither the al ject matter of said notice and advertiser statement as to time, place, and character of publication are true.

exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on Thurs., March 11, 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 and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Colum-

County, Pennsylv-
a, prepared by H.G.
de, RE, dated Octo-
5, 1952, and revised
9, 1960 by T. Bryce
s, R.S., for Robinson
er and Supply Com-
Inc., known and
nated as Lot 170-A
bounded and
bed as follows, to-

NING at an iron pin
e southerly line of
Road, said pin
at the northeast
r of Lot No. 169-A
now or formerly of
e P. Leighow;
e along the south-
line of Friar Road,
h eighty-two
es twenty minutes
eighty and thirty-
hundredths feet (N.
grees 20' E. 80.34')
iron pin at the
west corner of Friar
and Forrest Road;
along the west-
ne of Forrest Road

south seventeen degrees
forty-five minutes East,
one hundred two and
nine-hundredths feet (S.
17 degrees 45' E. 1102.9')
to an iron pin in line of
land now or formerly of
John L. Palmer and Eliza-
beth Palmer, his wife;
thence along the north-
erly line of said Palmer
lands, South eighty-two
degrees thirty minutes
West seventy-five and
forty hundredths feet (S.
83 degrees 30' W. 75.40')
to an iron pin at the
southeast corner of Lot
No. 169-A, now or form-
erly of Blaine P.
Leighow; thence along

the Easterly line of said
Leighow land, North
twenty degrees twenty-
nine minutes West one
hundred two and eighty-
five hundredths feet (N.
20 degrees 29' W.
102.85') to an iron pin on
the southerly line of
Friar Road, the place of
beginning.

BEING the same premises
conveyed to John D.
Gibbs and Bonnie L.
Gibbs, his wife, by deed
from Howard E.
McKinnon and Judith
McKinnon, his wife,
dated the third day of
October, 1977 and
recorded in the Recor-
der's Office in and for
Columbia County, in
Deed Book 283, at page
387, etc.

NOTICE is hereby given to
all claimants and parties
in interest, that the Sher-
iff will on March 12,
1982, file a Schedule of
Distribution in his office
where the same will be
available for inspection
and that Distribution will
be made in accordance
with the schedule unless
exceptions are filed ther-
eto within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution of the suit of
First Federal Savings and
Loan Association of
Hazleton vs. John D.
Gibbs and Bonnie L.
Gibbs, his wife, SAID
PREMISES WILL BE SOLD
BY:

Victor B Vandling
Sheriff

P. Jeffrey Hill Atty.
Feb 17, 24, Mar 3

Sworn and subscribed to before me this 4th day of March 1982

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5364

March 5 1982

60-583
313

PAY
TO THE
ORDER OF

Press-Enterprise Inc.

\$ 218.92

Two Hundred Eighteen and 92/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FF 54 L ASSN OF HAZ VS G. Gibbs

NO. 3 OF 1982 CD.

LEGAL ADS

0031305936

Victor B. Vandling

572 810 011

05

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly, III,
says that Berwick Enterprise is a newspaper
place of business in the Town of Berwick, C
established on the 6th day of April, 1903, an
Holidays) continuously in said Town, Court
hereto attached is a copy of the legal notice
which appeared in the issue of said newspaper
February 17, 24, March 3,
that the affiant is one of the owners and publisher
or notice was published; that neither the subject
matter of said notice and advertiser's
statement as to time, place, and character of publication are true.

SHERIFF'S SALE
By virtue of a Writ of Execution No. 3 of 1982, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on: **Thurs., March 11, 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 and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Colum-

bia County, Pennsylvania, prepared by H.G. Shulde, RE, dated October 15, 1952, and revised April 9, 1960 by T. Bryce James, R.S., for Robison Lumber and Supply Company, Inc., known and designated as Lot 170-A and bounded and described as follows, to-wit:
BEGINNING at an iron pin in the southerly line of Friar Road, said pin being at the northeast corner of Lot No. 169-A land now or formerly of Blaine P. Leighow; thence along the southerly line of Friar Road, North eighty-two degrees twenty minutes East eighty and thirty-four hundredths feet (N. 82 degrees 20' E. 80.34') to an iron pin at the southwest corner of Friar Road and Forrest Road; thence along the westerly line of Forrest Road South seventeen degrees forty-five minutes East, one hundred two and nine-hundredths feet (S. 17 degrees 45' E. 102.9') to an iron pin in line of land now or formerly of John L. Palmer and Elizabeth Palmer, his wife; thence along the northerly line of said Palmer lands, South eighty-two degrees thirty minutes West seventy-five and forty hundredths feet (S. 83 degrees 30' W. 75.40') to an iron pin at the southeast corner of Lot No. 169-A, now or formerly of Blaine P. Leighow; thence along

the Easterly line of said Leighow land, North twenty degrees twenty-nine minutes West one hundred two and eighty-five hundredths feet (N. 20 degrees 29' W. 102.85') to an iron pin on the southerly line of Friar Road; the place of beginning.
BEING the same premises conveyed to John D. Gibbs and Bonnie L. Gibbs, his wife, by deed from Howard E. McKinnon and Judith McKinnon, his wife, dated the third day of October, 1977 and recorded in the Recorder's Office in and for Columbia County, in Deed Book 283, at page 387, etc.
NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on March 12, 1982, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.
SEIZED AND TAKEN into execution at the suit of First Federal Savings and Loan Association of Hazleton vs. John D. Gibbs and Bonnie L. Gibbs, his wife, **SAID PREMISES WILL BE SOLD BY:**
Victor B Vandling
Sheriff
P. Jeffrey Hill Atty.
Feb 17, 24, Mar 3

Sworn and subscribed to before me this 4th day of March 1982

Matthew J. Creme
(Notary Public)

My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1985
Member, Pennsylvania Association of Notaries

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

**STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA**

SS

Paul R. Eyerly, III
that The Morning Press is a newspaper
of business in the Town of Bloomsburg
was established on the 1st day of March
(and Legal Holidays), continuously in
circulation; that hereto attached is a
copy of a titled proceeding which appeared in the
Evening Press on February 17, 24, March 3,
1982. The affiant is one of the owners and publisher of
this newspaper; that neither the
subject matter of said notice and advertisement
nor the statement as to time, place, and character

Sworn and subscribed to before me this

SHERIFF'S SALE

By virtue of a Writ of Execution No. 3 of 1982, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on: **Thurs., March 11, 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 and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Columbia County, Pennsylvania, prepared by H.G. Shulde, RE, dated October 15, 1952, and revised April 9, 1960 by T. Bryce James, R.S., for Robison Lumber and Supply Company, Inc., known and designated as Lot 170-A and bounded and described as follows, to-wit:

BEGINNING at an iron pin in the southerly line of

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BEING the same premises conveyed to John D. Gibbs and Bonnie L. Gibbs, his wife, by deed from Howard E. McKinnon and Judith McKinnon, his wife, dated the third day of October, 1977 and recorded in the Recorder's Office in and for Columbia County, in Deed Book 283, at page 387, etc.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on March 12, 1982, file a Schedule of

Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule, unless excepted in writing, five days thereafter. **SEIZED** At the execution of the writ of First Federal Savings and Loan Association of Hazleton vs. John D. Gibbs and Bonnie L. Gibbs, his wife, **SAID PREMISES WILL BE SOLD BY:**

Victor B Vandling
Sheriff

P. Jeffrey Hill Atty.
Feb 17, 24, Mar 3 1982

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Pennsylvania, and
except Sundays
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advertisement or
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the foregoing

Matthew J. Crme
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iblic)

My Commission Expires
MATTHEW J. CRME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1985
Member Pennsylvania Association of Notaries

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

FOR

DESCRIPTION

ASSESSMENT

MILLS

LESS DISCOUNT

TAX

AMOUNT DUE

INCL. PENALTY

MAKE CHECKS PAYABLE TO:

M. JAMES HOCK

2626 OLD BERWICK ROAD

BLOOMSBURG, PA. 17815

HOURS TUE, WED, THUR & FRI

12:00 TO 5:00 EVENINGS

UNTIL 7PM DURING DISCOUNT

PHONE 784-7823

TAXES ARE DUE & PAYABLE. PROMPT PAYMENT IS REQUESTED

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE.

**PAY THIS
AMOUNT** 

108.78
MAY 1
IF PAID
BEFORE

111.00
JULY 1
IF PAID
BEFORE

122.07
JUN 30
IF PAID
AFTER

PENALTY AT PROPERTY DESCRIPTION

COUNTY 10% TWP/3030 10%

ACCT NO. 24015

PARCEL 31-38-21-1-1

LOT 170A SHERWOOD VILLAGE

L-FIG78X102 320

BUILDINGS 4,120

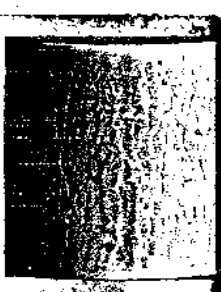
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

TO COURT HOUSE
JANUARY 28, 1993

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

TOTAL 4,440





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. MENBINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

March 23, 1982

H. James Hock
Tax Collector, Scott Twp.
2626 Old Berwick Road
Bloomsburg, Pa. 17815

RE: F.F. S&L Assn. of Hazleton
vs
John D. Gibbs and Bonnie L. Gibbs
NO: 3 of 1982 E.D.

Dear Mr. Hock,

This memo is to notify you that the scheduled SHERIFF'S SALE
in the captioned case was held MARCH 11, 1982.

Copies of tax notices requested and forwarded to this office
by you are being returned. Monies collected are being forwarded \$108.78

Property purchased by First Federal Savings & Loan Association
of Hazleton.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale
A. J. Zale for
Victor B. Vandling

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5201

PAY TO THE ORDER OF H. James Hock, Tax Collector \$ 108.78
One Hundred Eight and 78/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR FF S&L Assn of Haz vs Gibbs
No. 3 of 1982 E.D.
1982 Cal Co Tax Payment 010313059361

Victor B. Vandling 572 810 00 05

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 11th day of March 1982, at 2:00

o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to First Federal Savings and Loan Association of Hazleton

for the price or sum of Twenty Five Thousand and 00/100 (\$25,000.00) plus One Hundred Forty and 00/100 (\$140.00) 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

| | | | |
|--|-----------------------|----------|-----------|
| Sheriffs Cost: | Sale Cost | \$ 77.23 | |
| | Poundage | 140.00 | |
| | | | \$ 217.23 |
| Press-Enterprise, Inc. | | | 218.46 |
| Henrie Printing | | | 30.00 |
| Prothonotary of Columbia County | | | 13.00 |
| Recorder of Deeds of Columbia County | | | 14.00 |
| H. James Hock, Tax Collector, Scott Township | | | 108.78 |
| | (1982 Col. Co. Taxes) | | |

Note: Successful bid price of \$25,000.00 not collected from buyer (Plaintiff) as monies would merely have to be returned to F.F.S. & L. Assn. of Hazleton.

First Federal Savings and Loan Association of Hazleton

vs.

John D. Gibbs and Bonnie L. Gibbs, his wife
No. 846 of 1981 J.D.
No. 3 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa.
12 March 1982

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff



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

FFS&L Assn of Haz

VS

John & Bonnie Gibbs

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 3 OF 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 2, 1982 at 3:00 P.M.

_____, posted a copy of the SHERIFF'S
SALE bill on the property of John & Bonnie Gibbs at their residence
75 Frier Road Sherwood Village, Scott Twp.

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

So Answers:

Lee F. Mensinger
Deputy Sheriff
Lee F. Mensinger

For:

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

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

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING

SHERIFF

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

January 26, 1982

First Federal Savings & Loan
Association of Hazleton
vs
John D. Gibbs and Bonnie L.
Gibbs, his wife

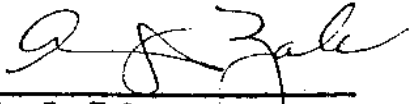
A. J. Zale
~~KAYMOND VACHONSKI, JR.~~
CHIEF DEPUTY
JOHN J. O'BRIEN, DEPUTY
LEE F. MENSINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

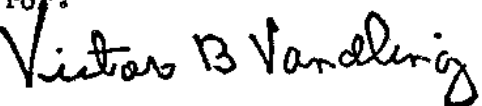
IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 3 of 1982 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON JOHN D. GIBBS

On January 20, 1982, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to John D. Gibbs, 2660 Roman Drive, Hermitage, Pa.
16146 by Certified Mail, Return Receipt Requested No.
P16 6236774. Said John D. Gibbs received
same on January 22, 1982 per signature of Bonnie Gibbs
XXXXXXXXXXXXXXXXXXXXXXX on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P16 6236774
is attached.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:

Victor B. Vandling
Sheriff Columbia County

Sworn and subscribed before me
this 26th day of January 1982

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



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

VICTOR B. VANDLING

SHERIFF

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

January 26, 1982

First Federal Savings & Loan
 Association of Hazleton

vs

John D. Gibbs and Bonnie L.
 Gibbs, his wife

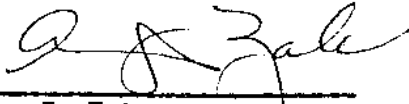
A. J. Zale
~~NATHAN D. VACHIMOWSKI, JR.~~
 CHIEF DEPUTY
 JOHN J. O'BRIEN, DEPUTY
 LEE F. MENSINGER, DEPUTY
 LINDA D. MOWERY, DEPUTY

IN THE COURT OF COMMON
 PLEAS OF COLUMBIA COUNTY
 COMMONWEALTH OF PENNA.
 NO. 3 of 1982 E.D.
 WRIT OF EXECUTION
 (MORTGAGE FORECLOSURE)

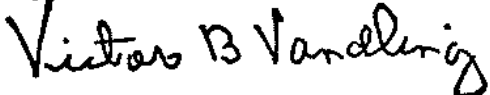
SERVICE ON BONNIE L. GIBBS

On January 20, 1982, sent a true and attested copy of the
 within Writ of Execution and a true copy of the Notice of Sheriff's Sale
 of Real Estate to Bonnie L. Gibbs, 2660 Roman Drive, Hermitage, Pa.
16146 by Certified Mail, Return Receipt Requested No.
P16 6236775. Said Bonnie L. Gibbs received
 same on January 22, 1982 per signature of Bonnie Gibbs
XXXXXXXXXXXXXXXXXXXXXXX on Return Receipt Card attached hereto and
 made part of this return. Receipt for Certified Mail No. P16 6236775
 is attached.

So Answers:


 A. J. Zale
 Chief Deputy Sheriff

For:


 Victor B. Vandling
 Sheriff Columbia County

Sworn and subscribed before me
 this 26th day of January 1982

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

1/29/82

Dear Jim,

Please furnish this department a copy of the TAX STATEMENT on this property.

SHERIFF'S SALE

Thank you,
Al Gale

By virtue of a Writ of Execution No. 3 of 1982, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania, on Thursday, March 11, 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 and tract of land situate in the plot of lots of Sherwood Village, Scott Township, Columbia County, Pennsylvania, prepared by H. G. Shulde, R.E., dated October 15, 1952, and revised April 9, 1960 by T. Bryce James, R.S., for Robison Lumber and Supply Company, Inc., known and designated as Lot 170-A and bounded and described as follows, to-wit:

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NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on March 12, 1982, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of
First Federal Savings and Loan Association of Hazleton v.
John D. Gibbs and Bonnie L. Gibbs, his wife, SAID PREMISES WILL
BE SOLD BY:

VICTOR VANDLING
SHERIFF OF COLUMBIA COUNTY

P. JEFFREY HILL, ATTORNEY

SHERIFF'S SALE

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John D. Gibbs and Bonnie L. Gibbs, his wife, SAID PREMISES WILL
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VICTOR VANDLING
SHERIFF OF COLUMBIA COUNTY

P. JEFFREY HILL, ATTORNEY