

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 26TH day of AUGUST 1982, at 2:15 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, Wilkes-Barre, Luz. Co., Pennsylvania for the price or sum of FOURTEEN HUNDRED SIXTY ONE and 63/100 (\$1461.63) PLUS TWENTY-TWO and 31/100 (\$22.31) 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 Co. Sheriff Department	Sale Cost	\$81.47	
	Poundage	22.31	
			\$103.78
Press-Enterprise, Inc.			102.98
Henrie Printing			37.25
Prothonotary of Columbia County			13.00
Recorder of Deeds of Columbia County			18.50
Columbia County Tax Claim Bureau			617.93
H. James Hock, Tax Collector, Scott Twp.			590.50
(a - 1982 Col. Co. Tax \$133.66 plus b - 1982 C.C. Sch. Dist. \$456.84)			

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF WILKES-BARRE VS

JOHN W. ISOLA and SUSAN F. ISOLA NO. 1619 of 1981 J.D. NO. 46 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
30 AUGUST 1982

So answers  
Victor B Vandling  
VICTOR B. VANDLING

Sheriff

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

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSOCIATION OF WILKES-BARRE

vs.

JOHN W. ISOLA and SUSAN F. ISOLA

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

No. 1619 Term 1981 J.D.

No. 46 Term 1982 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

COLUMBIA

County of ~~LUZERNE~~

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

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

\*\*Plus a per diem charge at the rate of \$11.01 from May 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 the Plaintiff.

Amount Due  
Attorney's commission  
Interest ~~from~~ to 5/28/82

TOTAL

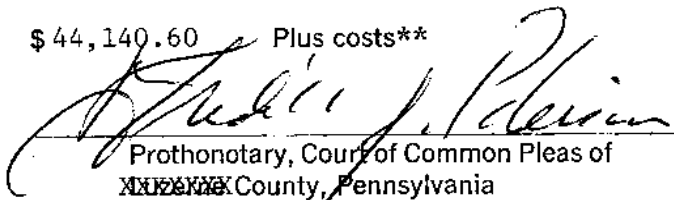
\$ 35,230.83  
3,523.08  
\$ 5,386.69

\$ 44,140.60 Plus costs\*\*

as endorsed.

Dated 7-1-82

(SEAL)

  
Prothonotary, Court of Common Pleas of  
~~LUZERNE~~ County, Pennsylvania  
COLUMBIA

By: \_\_\_\_\_ Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 46 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, AUGUST 26, 1982, at 2:15 o'clock p. m., daylight savings 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 Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the Northerly side of White Birch Lane and dividing Lot No. 5 and 6;

THENCE along said White Birch Lane North 87 degrees 2 minutes East 80 feet to an iron pin;

THENCE along the dividing line between Lots 6 and 7 a distance of 240 feet to an iron pin;

THENCE along line of Robert and Paul Eyerly South 70 degrees 39 minutes East, 68 feet to an iron pin;

THENCE along the dividing line between Lots Nos. 5 and 6, 215 feet to the place of beginning. Said lot being Lot No. 6 and containing 15,660 square feet. Said description being taken from a plot plan of Scott Town Park as prepared for the Township Supervisors of Scott Township and dated September 5, 1968.

BEING the same premises conveyed to John W. Isola and Susan F. Isola, his wife, by deed of Donald E. Chester and Dianne K. Chester, his wife, dated the 7th day of April, 1979, and recorded in the Office of the Recorder of Deeds

in and for Columbia County in Deed Book 291 at page 1083.

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

IMPROVED with a single family, one story detached frame dwelling and more commonly known as 2857 White Birch Lane, Bloomsburg, Scott Township, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **AUGUST 30**, 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 John W. Isola and Susan F. Isola, and will be sold by:

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY

Rosenn, Jenkins & Greenwald  
Attorneys

EXHIBIT "A"

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
	:	
JOHN W. ISOLA and SUSAN F. ISOLA,	:	
	:	
DEFENDANTS	:	EXECUTION NO. OF 1981

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: JOHN W. ISOLA and SUSAN F. ISOLA, 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, **AUGUST 26**, 1982,  
at **2:15** o'clock p. m., daylight savings 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 Bloomsburg, Columbia County,  
State of Pennsylvania, the same more particularly described in Exhibit  
"A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest,  
that the Sheriff will on **AUGUST 30**, 1982, file a schedule of  
distribution in his office, where the same will be available for

inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Garry S. Taroli  
GARRY S. TAROLI, ESQUIRE  
Attorneys for Plaintiff  
15 South. Franklin Street  
Wilkes-Barre, Pennsylvania 18711

BY: \_\_\_\_\_  
DALE A. DERR, ESQUIRE

SHERIFF'S SALE DESCRIPTION

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**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY

Rosenn, Jenkins & Greenwald  
Attorneys



FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE,

PLAINTIFF

VS.

JOHN W. ISOLA and SUSAN F. ISOLA,

DEFENDANTS

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

IN MORTGAGE FORECLOSURE

NO. 1619 OF 1981

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

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF COLUMBIA

:

EUGENE S. 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 JOHN W. ISOLA and SUSAN F. ISOLA, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendant, JOHN W. ISOLA, is 804 Heritage Road, Waterville, Ohio; that the last known address of the Defendant, SUSAN F. ISOLA, is 2857 Whitebirch Lane, Bloomsburg, Columbia County, Pennsylvania; and that the address of the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

SWORN to and subscribed  
before me this 20<sup>th</sup> day  
of May, 1982.

NOTARY PUBLIC

NOTARY PUBLIC

WILKES-BARRE, LUZERNE COUNTY, PA.

*Eugene S. Horanzy*  
EUGENE S. HORANZY, Vice-President  
FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE

LOAN ASSOCIATION OF WILKES-BARRE

No. 46 of Term 1982 ED

JOHN W. ISOLA and SUSAN F. ISOLA

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~<sup>Real</sup> property of the defendant on the premises located at  
2857 White Birch Lane, Bloomsburg, Scott Township, Col. Co., Pa.

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

**License Number**

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~ <sup>Real</sup> property levied on by virtue of this writ. ~~Personal guarantee, money and storage charges~~

Attorney for Plaintiff



# LIST OF LIENS

## VERSUS

John W. Isola and Susan F. Isola

Court of Common Pleas of Columbia County, Pennsylvania.

Home Consumer Discount Co.

versus

John & Susan Isola

No. 974 of Term, 19 79.  
Real Debt ||\$ 1632.00  
Interest from 6-1-79 ||  
Commission ||  
Costs ||  
Judgment entered 6-15-79  
Date of Lien 6-1-79  
Nature of Lien Note

Commonwealth of Pennsylvania

Dept. of Public Welfare

versus

Susan F. Isola

No. 197 of Term, 19 81  
Real Debt ||\$ 5,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 1-12-81  
Date of Lien  
Nature of Lien Reimbursement Agreement

Hamilton Bank

versus

John W. & Susan F. Isola

No. 294 of Term, 19 81  
Real Debt ||\$ 1183.20  
Interest from 3-6-81 ||  
Commission ||  
Costs ||  
Judgment entered 3-6-81  
Date of Lien 3-6-81  
Nature of Lien Transcript of Judgment

Franklin 1st Fed. Savings &

Loan Assoc. of Wilkes-Barre

versus

John W. & Susan F. Isola

No. 1619 of Term, 19 81.  
Real Debt ||\$ 44,140.60  
Interest from 7-1-82 ||  
Commission ||  
Costs ||  
Judgment entered 7-1-82  
Date of Lien 7-1-82  
Nature of Lien Default Judgment

versus

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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting  
I, ~~Frank X. 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 W. Isola and Susan F. Isola, 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 23rd day of August  
A.D., 19 82.

*Beverly J. Michael* RECORDER

# MORTGAGE

THIS MORTGAGE is made this 14th day of April 19 79, between the Mortgagor JOHN W. ISOLA and SUSAN F. ISOLA, his wife, of Bloomsburg, Columbia County, Pennsylvania; (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 THIRTY FIVE THOUSAND ONE HUNDRED (\$35,100.00) 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 April 5, 2009.

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 Scott, County of Columbia, and State of Pennsylvania, bounded and described, as follows:

BEGINNING at an iron pin located on the northerly side of White Birch Lane and dividing lot No. 5 and 6; Thence along said White Birch Lane North 87 degrees 2 minutes East 80 feet to an iron pin; Thence along the dividing line between Lots 6 and 7 a distance of 240 feet to an iron pin; Thence along line of Robert and Paul Eyerly South 70 degrees 39 minutes East, 68 feet to an iron pin; Thence along the dividing line between Lots No. 5 and 6, 215 feet to the place of beginning. Said Lot being Lot No. 6 and containing 15,660 square feet. Said description being taken from a plot plan of Scott Town Park as prepared for the Township Supervisors of Scott Township and dated September 5, 1968.

BEING the same premises conveyed to the Mortgagors herein by Deed of Donald E. Chester and Dianne K. Chester, his wife, dated the 7th day of April, 1979, and about to be recorded simultaneously herewith. THIS IS A PURCHASE MONEY MORTGAGE.

The foregoing premises being known as 2857 White Birch Lane, Bloomsburg, Scott Township, County of Columbia, Pennsylvania.

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

2857 White Birch Lane, Bloomsburg, Scott Township, Columbia  
which has the address of \_\_\_\_\_  
County, Pennsylvania; \_\_\_\_\_ (herein "Property Address");  
(State and Zip Code) \_\_\_\_\_ (City)

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 -- 8/75 -- FHMA/FHLC UNIFORM INSTRUMENT

 Franklin First Federal  
Savings and Loan Association  
44 W. Market St. Wilkes-Barre, PA 18701

BOOK 194 PAGE 697

**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 Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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



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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*David C. Dickson*

*John W. Isola*  
JOHN W. ISOLA

—Borrower

*Susan F. Isola*  
SUSAN F. ISOLA

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 14th day of April, 1979, before me,  
a Notary Public, personally appeared the within named

JOHN W. ISOLA and SUSAN F. ISOLA, his wife,  
known to me (or satisfactorily proven) to be the person(s) whose name(s) (is) (are)  
subscribed to the within instrument and acknowledged that (th)(e)(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

*Harry E. Chalkley*

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. 194 page 697

Witness my hand and Seal of Office this 16th day of April 1979

Recorder of Deeds

APR 16 10 25 AM '79  
TAX FEE  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
\$3.00  
\$3.00

BOOK 194 PAGE 700

Revised 10-1-78

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 26TH day of AUGUST 19 82, at 2:15 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, Wilkes-Barre, Luz. Co., Pennsylvania for the price or sum of FOURTEEN HUNDRED SIXTY ONE and 63/100 (\$1461.63) PLUS TWENTY-TWO and 31/100 (\$22.31) 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 Co. Sheriff Department	Sale Cost \$81.47	
	Poundage 22.31	\$103.78
Press-Enterprise, Inc.		102.98
Henrie Printing		37.25
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau		617.93
H. James Hock, Tax Collector, Scott Twp.		590.50
(a - 1982 Col. Co. Tax \$133.66 plus b - 1982 C.C. Sch. Dist. \$456.84)		

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF WILKES-BARRE VS JOHN W. ISOLA and SUSAN F. ISOLA NO. 1619 of 1981 J.D. NO. 46 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers 30 AUGUST 1982 Victor B Vandling Sheriff VICTOR B. VANDLING

\$102.98

## SHERIFF'S SALE

By virtue of a Writ of Execution No. 46 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. Aug. 26, 1982  
at 2:15 o'clock p.m.

Daylight Savings 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 Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the Northerly side of White Birch Lane and dividing Lot No. 5 and 6;

THENCE along said White Birch Lane North 87 degrees 2 minutes East 80 feet to an iron pin;

THENCE along the dividing line between Lots 6 and 7 a distance of 240 feet to an iron pin;

THENCE along line of

J. Stephen Buckley....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal office in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, was established on the 1st day of March, 1902, and has been published daily (except on Sundays and Legal Holidays). continuously in said Town, County and State since the

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5622

August 26 1982

60-593  
313

DAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

\$ 102.98

One Hundred Two and 98/100

DOLLARS



Bloomington Bank-COLUMBIA TRUST CO.  
Bloomington, Pa.

FOR

FFS+L vs ISOLA  
No. 46 of 1982 E.D.  
Legal Ads (M.P.)

031305936

57281000

05

Victor B. Vandling

(Notary F

eto 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 John W. Isola and Susan F. Isola, and will be sold by:

Victor B. Vandling  
Sheriff of  
Columbia County

Rosenn, Jenkins  
and Greenwald  
Attorneys  
Aug 4, 11, 18

My Commission Expires  
MATTHEW J. CREME NOTARY PUBLIC  
BLOOMSBURG COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1983  
Member Pennsylvania Association of Notaries

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

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal office of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania (and Legal Holidays), continuously in said Town, County and State since the establishment; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on..... August 4, 11, 18,....., 1982 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations contained in said statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this ..... day of .....

(Notary)

My Commission Expires  
MATTHEW J. CREME NOTARY PUBLIC  
BLOOMSBURG COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1983  
Member Pennsylvania Association of Notaries

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

SHERIFF'S SALE  
By virtue of a Writ of Execution No. 46 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., Aug. 26, 1982  
at 2:15 o'clock p.m.  
Daylight Savings 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 Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the Northerly side of White Birch Lane and dividing Lot No. 5 and 6;  
THENCE along said White Birch Lane North 87 degrees 2 minutes East 80 feet to an iron pin;  
THENCE along the dividing line between Lots 6 and 7 a distance of 240 feet to an iron pin;  
THENCE along line of Robert and Paul Eyerly South 70 degrees 39 minutes East, 68 feet to an iron pin;  
THENCE along the dividing line between Lots Nos. 5 and 6, 215 feet to the place of beginning. Said lot being Lot No. 6 and containing 15,660 square feet. Said description being taken from a plot plan of Scott Town Park as prepared for the Township Supervisors of Scott Township and dated September 5, 1978.

parties in interest that the Sheriff will on August 30, 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 John W. Isola and Susan F. Isola, and will be sold by:

Victor B Vandling  
Sheriff of  
Columbia County

Rosenn, Jenkins  
and Greenwald  
Attorneys  
Aug 4, 1982

**TAX NOTICE**

MAKE CHECKS PAYABLE TO:

H. JAMES HOCK  
1000 1000 1000 1000  
1000 1000 1000 1000  
1000 1000 1000 1000

HOURS: 10:00 AM TO 5:00 PM  
1000 1000 1000 1000

PHONE: 784-7823  
1000 1000 1000 1000

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

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1000 1000 1000 1000  
1000 1000 1000 1000

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

FOR COLUMBIA COUNTY

DATE: 10/31/82 BILL NO: 00869

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	NO. PARCELS
COUNTY F.E.	1000	10.00	00.00	10.00	10.00	1
TWP/0000 P.E.	1000	5.00	23.81	24.30	24.30	1
FIRE	1000	1.00	4.76	4.86	4.86	1
WATER	1000	1.00	4.76	4.86	4.86	1

**PAY THIS AMOUNT**

IF PAID BEFORE JULY 1  
IF PAID AFTER JULY 1  
1000 1000 1000 1000  
1000 1000 1000 1000  
1000 1000 1000 1000

PROPERTY DESCRIPTION  
COUNTY 100 100/0000 100

ACCT NO. 25496

PARCEL 31-4A-6-7

LOT 6

L-IRREG

BUILDINGS

TOTAL 4,860

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

**TAX NOTICE**

MAKE CHECKS PAYABLE TO:

H. JAMES HOCK  
1000 1000 1000 1000  
1000 1000 1000 1000  
1000 1000 1000 1000

HOURS: 10:00 AM TO 5:00 PM  
1000 1000 1000 1000

PHONE: 784-7823  
1000 1000 1000 1000

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

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1000 1000 1000 1000

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

FOR CENTRAL COLUMBIA SCHOOL DISTRICT

DATE: 07/01/82 BILL NO: 00867

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	NO. PARCELS
SCHOOL F.E.	1000	45.00	00.00	45.00	45.00	1

**PAY THIS AMOUNT**

IF PAID BEFORE JULY 1  
IF PAID AFTER JULY 1  
1000 1000 1000 1000  
1000 1000 1000 1000  
1000 1000 1000 1000

PROPERTY DESCRIPTION  
SCHOOL 100

ACCT NO. 25496

PARCEL 31-4A-6-7

LOT 6

L-IRREG

BUILDINGS

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5655

Sept 10, 1982

60-593  
313

PAY TO THE ORDER OF H. James Hock  
Five Hundred Ninety and 50/100

\$ 590.50

DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR FFF 5+L ASSN VS 1 SOLA  
No. 46 of 1982 ED.  
1982 Taxes (31-4A-6-7)

Victor B. Vandling

EXEMPTION CLAIMED FOR  
STRAW-AGENT-PRINCIPAL-TRUSTEES

COMPLETE THIS SECTION WHEN EXEMPTION FROM PENNSYLVANIA REALTY TRANSFER TAX IS CLAIMED ON THE BASIS THAT THE TRANSACTION REPRESENTS A TRANSFER FROM STRAW OR AGENT TO PRINCIPAL, OR FROM TRUSTEE, IN EXECUTION OF THE TRUST.

SECTION IV

THE DEED OF AQUISITION TRANSFERRING THIS IDENTICAL PROPERTY INTO THE ALLEGED STRAW, AGENT OR TRUSTEE SPECIFICALLY INDICATES THAT:

(TRANSFEROR(S))	ADDRESS	TITLE

TRANSFEREES(S)	ADDRESS	TITLE

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

A DISCLOSURE OF THE STRAW, AGENT, OR TRUSTEE RELATIONSHIP WAS NOTED ON THE ABOVE MENTIONED DEED.      ☐ YES      ☐ NO

ANOTHER DEED WAS EXECUTED AND ACKNOWLEDGED SIMULTANEOUSLY WITH THE ABOVE DEED DISCLOSING SUCH HOLDING.      ☐ YES      ☐ NO

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

REQUEST:

DO NOT WRITE BELOW THIS LINE  
FOR BUREAU USE ONLY

FIELD SECTION	BUREAU HEADQUARTERS
<p>ACCEPT AS FILED <input type="checkbox"/></p> <p>REGULATION # _____</p> <p>_____ SIGNATURE (DATE)</p>	<p>ACCEPTED AS FILED <input type="checkbox"/></p> <p>REQUEST: _____</p> <p>_____ SIGNATURE (DATE)</p>

F + F 5 + L ASSN. OF W-B

VS

150LA, John and Susan

THURSDAY,

Aug 26, 1982

2:15

NO.

46 of 1982 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal

\$ 35,230.83

Insurance

Interest from \_\_\_\_\_ to 5/28/82

5,386.69

Real Estate Tax

Interest from 5/28 to 8/26

1,221.11

91 days @ \$ 16.01 per day

3,523.08

Attorneys' Fee

Total ... \$ 45,401.71 \$ 15,140.71

## INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$

Pro. Pd.

25.00

Shff. V.

36.44

Judg. Fee

6.00

Atty. Fee

Satisfaction

Total ... \$ 67.44 \$ 67.44

## SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

10.00

Postage

1.72

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

15.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

9.00

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing &amp; registering)

20.00

Total... \$ 81.47 \$ 81.47

Morning Press (Ads)

\$ 102.95

Berwick Enterprise (Ads)

37.25

Henrie Printing

Total ... \$ 140.23 \$ 140.23

Prothonotary ~ List of Liens

\$ 10.00

Deed

3.00

Total ... \$ 13.00 \$ 13.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 15.50 \$ 15.50

## REAL ESTATE TAXES:

Borough/Twp. &amp; County Taxes, 1982

\$ 133.66

School Taxes, District Cent. Co. L., 1982

456.84

Parcel #2

1981 Co./Twp/School Taxes

617.93

Total ... \$ 1208.43 \$ 1208.43

## SEWERAGE RENT DUES:

Municipality \_\_\_\_\_ fee 20

\$

TOTAL TAXES &amp; COSTS ----- \$ 1461.63

BUYER: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ \_\_\_\_\_

DEED IN NAME OF: \_\_\_\_\_

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_

10/11

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 Sept 2, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Sept 2, 9-2-82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY Sept 2, 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 10-9-82 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 76,671.38, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 76,671.38, WHICHEVER IS HIGHER.

BUYER \_\_\_\_\_

PRICE \_\_\_\_\_

POUNDAGE \_\_\_\_\_

DEED IN NAME OF \_\_\_\_\_

REALTY TRANSFER TAX \_\_\_\_\_

STATE STAMPS \_\_\_\_\_

10/11





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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Franklin First Federal Savings and Loan  
Association of Wilkes-Barre

vs

John and Susan Isola

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 46 of 1982 ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

July 19, 1982 at 1:40 o'clock P.M., posted a copy of the  
SHERIFF'S SALE bill on the property of John and Susan Isola  
2857 White Birch Lane, Bloomsburg, Penna. 17815 Scott Township  
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff John J. O'Brien.

So Answers:

John J. O'Brien

Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
19th day of July 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

July 16, 1982

FRANKLIN FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION OF WILKES-BARRE

VS

JOHN W. ISOLA and SUSAN F. ISOLA

A. J. Zale

~~KATHLEEN VACHONSKY, 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. 46 of 1982 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON JOHN ISOLA

On July 8, 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 Isola, 804 Heritage Road, Waterville, Ohio  
43566 by Certified Mail, Return Receipt Requested No.  
Pl6 6236791. Said John Isola received  
same on July 12, 1982 per signature of Kathy M. Isola  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. Pl6 6236791  
is attached.

So Answers:

*A. J. Zale*

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 16th day of July 1982

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



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. MENBINDER, DEPUTY  
LINDA D. MOWERY, DEPUTY

Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

vs

John W Isola and Susan F. Isola

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.

NO. 46 of 1982

WRIT OF EXECUTION

SERVICE ON Susan F. Isola

ON July 12, 1982 at 9:30 O'Clock A.M. served , a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Susan F. Isola at her residence 1300 Fairy Road, Bloomsburg, Penna.  
Apt. 14  
by John J. O'Brien

Service was made by personally handing said Writ of Execution and  
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J. O'Brien  
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 12th day of July  
19 82

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 46 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, AUGUST 26, 1982, at 2:15 o'clock p. m., daylight savings 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 Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located on the Northerly side of White Birch Lane and dividing Lot No. 5 and 6;

THENCE along said White Birch Lane North 87 degrees 2 minutes East 80 feet to an iron pin;

THENCE along the dividing line between Lots 6 and 7 a distance of 240 feet to an iron pin;

THENCE along line of Robert and Paul Eyerly South 70 degrees 39 minutes East, 68 feet to an iron pin;

THENCE along the dividing line between Lots Nos. 5 and 6, 215 feet to the place of beginning. Said lot being Lot No. 6 and containing 15,660 square feet. Said description being taken from a plot plan of Scott Town Park as prepared for the Township Supervisors of Scott Township and dated September 5, 1968.

BEING the same premises conveyed to John W. Isola and Susan F. Isola, his wife, by deed of Donald E. Chester and Dianne K. Chester, his wife, dated the 7th day of April, 1979, and recorded in the Office of the Recorder of Deeds

in and for Columbia County in Deed Book 291 at page 1083.

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

IMPROVED with a single family, one story detached frame dwelling and more commonly known as 2857 White Birch Lane, Bloomsburg, Scott Township, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **AUGUST 30**, 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 John W. Isola and Susan F. Isola, and will be sold by:

**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY

Rosenn, Jenkins & Greenwald  
Attorneys

EXHIBIT "A"

**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.

JOHN W. ISOLA and SUSAN F. ISOLA

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

No. 1619 Term 1981 J.D.

No. 46 Term 1982 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

COLUMBIA

County of ~~LUZERN~~

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

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

\*\*Plus a per diem charge at the rate of \$11.01 from May 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 the Plaintiff.

Amount Due  
Attorney's commission  
Interest ~~from~~ to 5/28/82

\$ 35,230.83  
3,523.08  
\$ 5,386.69

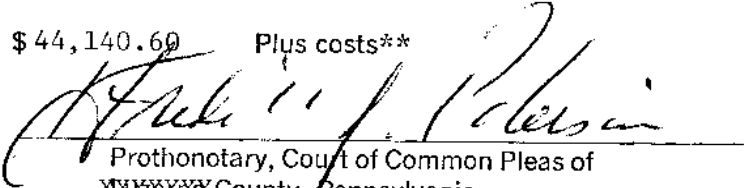
TOTAL

\$ 44,140.60 Plus costs\*\*

as endorsed.

Dated 7-1-82

(SEAL)

  
Prothonotary, Court of Common Pleas of  
~~LUZERN~~ County, Pennsylvania  
COLUMBIA

By: \_\_\_\_\_ Deputy

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	
	:		
JOHN W. ISOLA and SUSAN F. ISOLA,	:		
	:		
DEFENDANTS	:	EXECUTION NO.	OF 1981

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: JOHN W. ISOLA and SUSAN F. ISOLA, 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, \_\_\_\_\_, 1982,  
at \_\_\_\_\_ o'clock p. m., daylight savings 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 Bloomsburg, Columbia County,  
State of Pennsylvania, the same more particularly described in Exhibit  
"A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest,  
that the Sheriff will on \_\_\_\_\_, 1982, file a schedule of  
distribution in his office, where the same will be available for

inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Garry S. Taroli  
GARRY S. TAROLI, ESQUIRE  
Attorneys for Plaintiff  
15 South. Franklin Street  
Wilkes-Barre, Pennsylvania 18711

BY: \_\_\_\_\_  
DALE A. DERR, ESQUIRE



SHERIFF'S SALE DESCRIPTION

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

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