

\$108.38

SHERIFF'S SALE
By virtue of a Writ of Execution No. 47 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 2:00 o'clock p.m. Daylight Savings Time, in the afternoon of the said day, all the right, title and interest of the defendants in and to: ALL THAT CERTAIN piece of parcel and lot of land situate in the Borough of Benton, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a corner on the West side of the public road, called the

..J...Stephen Buckley....., being duly sworn according to law

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

5625

August 27, 1982

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

One Hundred Eight AND 38/100

\$ 108.38

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR

FFF 54L vs McHenry

No. 47 of 1982 E.D.

Legal Ads (MP)

03305936

Victor B. Vandling

572-810-01

05

Sworn and subscribed to before me this 24th day of August

Matthew J. [Signature]
(Notary)

My Commission Expires
MATTHEW J. CREM NOTARY
BLOOMSBURG COLUMBIA I
MY COMMISSION EXPIRES JUL
Member Pennsylvania Association

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.

and Mather to the Borough of Benton as Lot No. 3. BEING the same premises conveyed to Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife, by deed of Gerda M. Kelsey, widow, dated with the schedule unless exceptions are filed thereto within ten (10) days thereafter. SEIZED AND TAKEN into execution of the writ of Franklin Federal Savings and Loan Association of Wilkes-Barre, n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife, and will be sold by:

Victor B. Vandling
Sheriff of
Columbia County
Rosen, Jenkins
and Greenwald
Attorneys
Aug 4, 1982

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 principa
of business in the Town of Bloomsburg, County of Columbia and State of F
was established on the 1st day of March, 1902, and has been published daily
and Legal Holidays). continuously in said Town, County and State since the
lishment; 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 pu
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 inte
ject matter of said notice and advertisement, and that all of the allegations
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
BLOOMSBURG, COLUMBIA (C)
MY COMMISSION EXPIRES JUL
Member Pennsylvania Association

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

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 47 of 1982,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., Aug. 26, 1982
at 2:00 o'clock p.m.

Daylight Savings 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 lot of land
situate in the Borough of
Benton, County of Col-
umbia and State of Penn-
sylvania, bounded and
described as follows, to-
wit:

BEGINNING at a corner
on the West side of the
public road, called the
Stillwater Road, lead-
ing from Benton to Still-
water, being the corner
of Lot No. 4 in Kimble
and Mather's Addition to
the Borough of Benton;

THENCE South 23 degrees
6 minutes West along
said public road, 49.5
feet to the corner of Lot
No. 2;

THENCE along line of Lot
No. 2, North 66 degrees
54 minutes West, 221
feet to a corner;

THENCE North 23 degrees
6 minutes West, 49.5
feet to a corner of Lot
No. 4;

THENCE South 66 degrees
54 minutes East, 221 feet
to the public road afore-
said, the place of begin-
ning.

CONTAINING about 40
perches of land, and
being known and
marked on the plan of
said addition of Kimble
and Mather to the Bor-
ough of Benton as Lot
No. 3;

BEING the same premises
conveyed to Clarence F.
McHenry, Jr. and Nancy
L. McHenry, his wife, by
deed of Gerda M.
Kelsey, widow, dated

with the schedule unless
exceptions are filed ther-
eto within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
Franklin Federal Savings
and Loan Association of
Wilkes-Barre n/k/a
Franklin First Federal
Savings and Loan Asso-
ciation of Wilkes-Barre,
Pennsylvania, against
Clarence F. McHenry, Jr.
and Nancy L. McHenry,
his wife, and will be sold
by:

Victor B Vandling
Sheriff of

Columbia County
Rosenn, Jenkins
and Greenwald
Attorneys
Aug 4, 11, 18 P

TAX NOTICE
MAKE CHECKS PAYABLE TO:
JENTON BOROUGHS
MARTIN APPLEMAN
PARK-3T R.D. #2 BOX 449C
BENTON, PA. 17314
HOURS TUES. 1PM TO 3PM
AND 7PM - 9PM
WED. 7PM TO 9PM OR BY
PHONE 925-2140 APPOINTMENT
TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED
M
A
I
I
T
O
MCHENRY, CLARENCE E & S
BENTON, PA 17317
IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH

PAYEE'S NAME
 MAKE CHECKS PAYABLE TO
 MARTIN APPLEMAN
 PARK ST R.D. #2 BOX 11
 BENTON, PA. 17814
 HOURS
 TUES. 1PM TO 5PM
 AND 7PM - 9PM
 WED. 7PM TO 9PM OR BY
 PHONE 929-2140 APPOINTMENT
 DUES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED
 A
 MCHENRY, CLARENCE E & N
 R.D. 1 LOT 18
 ROBBINS MOBILE HM, CT. 17
 UNITYVILLE PA

Victor B. Vandling *et al*
5728810 FM 0105

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

August 20, 1982

Victor B. Vandling, Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Re: Franklin First Federal Savings & Loan Association
vs. Clarence F. McHenry and Nancy L. McHenry, his wife
Nor. 47 of 1982

Dear Sheriff:

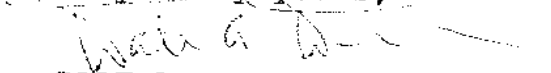
This will confirm our telephone conversation to the effect that the Judgment Plaintiff requests that the Sheriff Sale scheduled in the above captioned proceeding for 2:00 P. M. Thursday, August 26, 1982, be continued to Thursday, September 23, 1982 at 2:00 o'clock P.M. This continuance is requested by reason of a notice required to be given to the United States Government, which notice was not received by the government in sufficient time in advance of the sale. The notice will have to be resubmitted and therefore it is requested that the continuance be effective to the above date and time under Pennsylvania Rule of Civil Procedure 3129 (d).

On the date of the original scheduled sale, 2:00 P. M. Thursday, August 26, 1982, it is requested that the following announcement be made to all assembled parties.

"The Sheriff Sale scheduled in the matter of Franklin First Federal Savings & Loan Association of Wilkes-Barre vs. Clarence F. McHenry and Nancy L. McHenry, his wife, No. 47 of 1982, is continued at the direction of the Execution Plaintiff to Thursday, the 23rd day of September, 1982 at 2:00 o'clock P. M. at the Sheriff's Office, at which time and place the Sheriff Sale on the above captioned execution proceeding will be held. This continuance being pursuant to the provisions of Pennsylvania Rule of Civil Procedure 3129 (d)".

The above captioned Rule of Civil Procedure provides that if this notice is given the sale can be held at the new date without additional notice or advertisement being required. If you have any questions concerning this matter, please give me a call.

Very truly yours,


DALE A. DERR

DAD:arc
cc: Patrick C. Carey, Esquire
Rosenn, Jenkins & Greenwald

7/7/82 - Copies to-

HENRIE PRINTING

MORNING PRESS (only) Legal Ads, Wed., Aug 4, 11 & 18, 1982. Affidavit.
Martin Appleman, Tax Collector, Benton Boro, Park St., (RD 2) Benton

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 47 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 1982, at 2:00 o'clock p. m., daylight savings 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 lot of land situate in the Borough of Benton, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner on the West side of the public road, called the Stillwater Road leading from Benton to Stillwater, being the corner of Lot No. 4 in Kimble and Mather's Addition to the Borough of Benton;

THENCE South 23 degrees 6 minutes West along said public road, 49.5 feet to the corner of Lot No. 2;

THENCE along line of Lot No. 2, North 66 degrees 54 minutes West, 221 feet to a corner;

THENCE North 23 degrees 6 minutes West, 49.5 feet to a corner of Lot No. 4;

THENCE South 66 degrees 54 minutes East, 221 feet to the public road aforesaid, the place of beginning.

CONTAINING about 40 perches of land, and being known and marked on the plan of said addition of Kimble and Mather to the Borough of Benton as Lot No. 3;

BEING the same premises conveyed to Clarence F. McHenry, Jr. and Nancy

L. McHenry, his wife, by deed of Gerda M. Kelsey, widow, dated August 29, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 283 at page 708.

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

IMPROVED with a single family, two story detached dwelling and more commonly known as Box 64, Mills Street, Benton, 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 27**, 1982, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Franklin Federal Savings and Loan Association of WilkesBarre n/k/a Franklin First Federal Savings and Loan Association of WilkesBarre, Pennsylvania, against Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife, and will be sold by:

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

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

vs

Clarence F. McHenry Jr. &
Nancy L McHenry

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 47 of 1982
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

July 21, 1982 at 8:15 P.M., posted a copy of the
SHERIFF'S SALE bill on the property of Clarence F McHenry Jr and Nancy L McHenry
Box 64 Mill St., Benton, Penna.

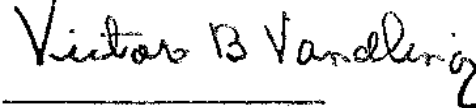
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff Delbert Doty.

So Answers:


Delbert Doty

Deputy Sheriff

For:



Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
22nd day of July 1982.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania

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 23RD day of SEPTEMBER 19 82, at 2:00 o'clock P.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE (Pennsylvania) for the price or sum of SEVEN HUNDRED EIGHTY FOUR and 32/100 (\$784.32) plus FIFTEEN and 68/100 (\$15.68) POUNDAGE ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs.

Col. Co. Sheriff's Dept.	Sale Cost \$94.75	
	Poundage 15.68	
		\$110.43
Press-Enterprise, Inc.		108.38
Henrie Printing		37.25
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau		226.90
Geraldine Appleman, Tax Collector, Benton Borough		285.54

Franklin Federal Savings & Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings & Loan Association of Wilkes-Barre vs Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife No. 1623 of 1981 J.D. No. 47 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }
24 September 1982

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING

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

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

vs.

CLARENCE F. McHENRY, JR. and

NANCY L. McHENRY, his wife

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

No. 1623 Term 1981 J.D.

No. 47 Term 1982 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

COLUMBIA

County of ~~WYOMING~~

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

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

**Plus a per diem charge at the rate of \$5.32 from June 10, 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 6/10/82

\$ 18,402.39

1,840.24

\$ 3,118.86

TOTAL

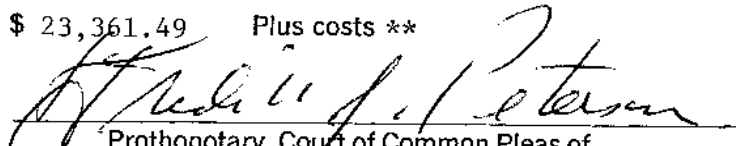
\$ 23,361.49 Plus costs **

as endorsed.

Dated

7-1-82

(SEAL)


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

By: _____

Deputy

SHERIFF'S SALE DESCRIPTION

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ALL THAT CERTAIN piece, parcel and lot of land situate in the Borough of Benton, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner on the West side of the public road, called the Stillwater Road leading from Benton to Stillwater, being the corner of Lot No. 4 in Kimble and Mather's Addition to the Borough of Benton;

THENCE South 23 degrees 6 minutes West along said public road, 49.5 feet to the corner of Lot No. 2;

THENCE along line of Lot No. 2, North 66 degrees 54 minutes West, 221 feet to a corner;

THENCE North 23 degrees 6 minutes West, 49.5 feet to a corner of Lot No. 4;

THENCE South 66 degrees 54 minutes East, 221 feet to the public road aforesaid, the place of beginning.

CONTAINING about 40 perches of land, and being known and marked on the plan of said addition of Kimble and Mather to the Borough of Benton as Lot No. 3;

BEING the same premises conveyed to Clarence F. McHenry, Jr. and Nancy

L. McHenry, his wife, by deed of Gerda M. Kelsey, widow, dated August 29, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 283 at page 708.

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

IMPROVED with a single family, two story detached dwelling and more commonly known as Box 64, Mills Street, Benton, 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 27**, 1982, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Franklin Federal Savings and Loan Association of WilkesBarre n/k/a Franklin First Federal Savings and Loan Association of WilkesBarre, Pennsylvania, against Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife, and will be sold by:

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

FRANKLIN FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a	:	
FRANKLIN FIRST FEDERAL SAVINGS AND	:	
LOAN ASSOCIATION OF WILKES-BARRE,	:	OF COLUMBIA COUNTY
	:	
PLAINTIFF	:	
	:	CIVIL ACTION-LAW
VS.	:	
	:	
CLARENCE F. McHENRY, JR. and	:	IN MORTGAGE FORECLOSURE
NANCY L. McHENRY, his wife,	:	
	:	
DEFENDANTS	:	NO. 1623 OF 1982

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: CLARENCE F. McHENRY, JR. and NANCY L. McHENRY, his wife,
Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thursday, *August 26*, 1982, at *2:00* 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 Benton, Columbia County, 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 27*, 1982, file a schedule of distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: *Patrick C. Carey*
PATRICK C. CAREY, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

DERR, PURSEL & LUSCHAS

BY: *Dale A. Derr*
DALE A. DERR, ESQUIRE
Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

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L. McHenry, his wife, by deed of Gerda M. Kelsey, widow, dated August 29, 1977, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 283 at page 708.

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Victor B. Vandling
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

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

PLAINTIFF

VS.

CLARENCE F. McHENRY, JR. and
NANCY L. McHENRY, his wife,

DEFENDANTS

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

IN MORTGAGE FORECLOSURE

NO. 1623 OF 1982

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

COMMONWEALTH OF PENNSYLVANIA:

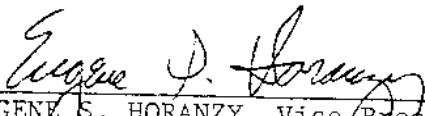
: SS:

COUNTY OF LUZERNE

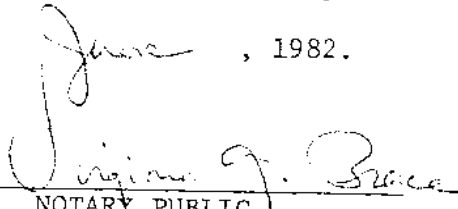
:

EUGENE S. HORANZY, being duly sworn according to law, does depose -
and say that he did, upon request of FRANKLIN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of CLARENCE F.
McHENRY, JR. and NANCY L. McHENRY, his wife, the above-captioned Defen-
dants, with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally and has been in-
formed and your affiant avers that they are not now, nor were they within
a period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and Sailors'
Relief Act of 1940; and that the last known address of said Defendants

is Box 64, Mills Street, Benton, Columbia County, Pennsylvania; and the address of the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.


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

SWORN to and subscribed
before me this 22nd day
of June, 1982.


NOTARY PUBLIC

NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES JANUARY 28, 1985

FRANKLIN FEDERAL SAVINGS & LOAN ASSN.
OF WILKES BARRE n/k/a FRANKLIN FIRST
FEDERAL SAVINGS & LOAN ASSN. OF WILKES
BARRE

PLAINTIFF

No. 47 of Term 1982 ED

V.S.

CLARENCE F. McHENRY, JR. and

NANCY L. McHENRY, his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~^{Real} property of the defendant on the premises located at Box 64, Mills Street, Benton, Col. Co., Pa.

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

Make

Model

Motor Number

Serial Number

License Number

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~^{Real} property levied on by virtue of this writ. ~~XXXXXXXXXXXXXXXXXXXXX~~

Attorney for Plaintiff

LIST OF LIENS

VERSUS

..... Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife

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

..... United States of America

versus

..... Clarence F. Jr., & Nancy L.

..... McHenry

No. 1341 of Term, 19 79 ..
Real Debt ||\$ 4198.20
Interest from 8-24-79 ||
Commission ||
Costs ||
Judgment entered 8-21-79
Date of Lien 8-14-79
Nature of Lien Judgement Note

..... Commonwealth of Pennsylvania

versus

..... Clarence F. Jr. & Nancy L.

..... McHenry

No. 334 of Term, 19 81 ..
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered 3-13-81
Date of Lien
Nature of Lien Reimbursement Agreement

..... Franklin Fed. Savings & Loan

..... Assoc. of Wilkes-Barre

versus

..... Clarence F. Jr. and Nancy L.

..... McHenry

No. 1623 of Term, 19 81 ..
Real Debt ||\$ 23,361.49 ..
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

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. Brishlow~~, 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

Clarence F. McHenry, Jr. and Nancy L. McHenry, His Wife,

and find as follows:

See Photostatic Copies attached.

Fee \$5.00

In testimony whereof I have set my hand and
seal of office this 23rd day of August
A.D., 19 82

Beverly J. Michael RECORDER

THIS MORTGAGE, entered into this 22nd day of May, 19 81, between
Clarence E. McHenry, Jr. and Nancy L. McHenry

herein called "Mortgagors," and Columbia County Farmers National Bank, a Pennsylvania corporation having an office and place of business at Main Street, Orangeville, Columbia County, Pennsylvania 17859, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note of \$ 5,619.00, and to secure any renewal or refinancing of said promissory note and to secure any and all future advances on other promissory notes or obligations of Mortgagors, Mortgagors do by these presents sell, grant and convey to

(Given)
Mortgagee, All the following real estate in the (Borough) of Benton, County of
(Pennsylvania)

Columbia, Commonwealth of Pennsylvania, BEING premises known and

designated as Mill Street Benton
Street Address City

Pennsylvania, conveyed to said Mortgagee by Deed of Conveyance duly recorded in the Office for the Recording of Deeds in said County in Deed Book No. 281, Page 708, 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 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 the 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 use 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:

Wm. B. Elliott

Clarence E. McHenry, Jr. (SEAL)
Clarence E. McHenry, Jr.
Nancy L. McHenry (SEAL)
Nancy L. McHenry (SEAL)

_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA)

SS:

On this, the 29TH Day of MAY, A.D.,
1981, before me, a Notary Public, the undersigned Officer,
personally appeared Clarence E. McHenry, Jr. and Nancy L.
McHenry, known to me (or satisfactorily proven) to
be the persons whose names are subscribed to the within instru-
ment, and acknowledged that they executed the same for the
purposes therein contained.

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

Mariane J. Sarnoski
Notary Public
MARIANE J. SARNOSKI, NOTARY PUBLIC
BENTON BORO, COLUMBIA COUNTY
MY COMMISSION EXPIRES NOV. 19, 1994
Member, Pennsylvania Association of Notaries
My Commission Expires

Recorded in Columbia County
Mtg. Book 205, page 246 on
June 8, 1981 at 12:29 p.m.

Beverly J. Michael
Acting Recorder

107
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX - \$50.00 FEE - \$50.00
JUN 8 12 29 PM '81

BOOK 205 PAGE 248

MORTGAGE

THIS MORTGAGE is made this 23rd day of September
1977, between the Mortgagor CLARENCE E. McHENRY, Jr. & NANCY L. McHENRY, his wife,
of Benton, Pennsylvania; (herein "Borrower"), and the Mortgagee
Franklin Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under
the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County,
Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTEEN THOUSAND EIGHT
HUNDRED (\$18,800.00) 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 September 10, 2002.

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

ALL: THAT CERTAIN piece, parcel and lot of land situate in the Borough of Benton,
County of Columbia, and State of Pennsylvania, bounded and described as follows, to
wit:

BEGINNING at a corner on the west side of the public road, called the Stillwater Road
leading from Benton to Stillwater, being the corner of Lot No. 4 in Kimble and
Mather's Addition to the Borough of Benton; THENCE South 23 degrees 6 minutes West
along said public road, 49.5 feet to the corner of Lot No. 2; THENCE along line of
Lot No. 2, north 66 degrees 54 minutes West, 221 feet to a corner; THENCE north 23
degrees 6 minutes West, 49.5 feet to a corner of Lot No. 4; THENCE south 66 degrees
54 minutes east, 221 feet to the public road aforesaid, the place of beginning.
CONTAINING about 40 perches of land, and being known and marked on the plan of said
addition of Kimble and Mather to the Borough of Benton as Lot No. 3.

BEING the same premises conveyed to the Mortgagors herein by Deed of Gerda M. Kelsey,
Widow, dated August 29, 1977, and about to be recorded simultaneously
herewith. THIS IS A PURCHASE MONEY MORTGAGE.

PREMISES located on Mill Street, Benton Borough, Columbia County, Pennsylvania.

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

which has the address of Mill Street, Benton Borough, County of Columbia, and State of
Pennsylvania; (herein "Property Address");
(Street) (City) (State and Zip Code)

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, if any, or set forth on evidence of title required by and certified to Lender.

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



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

BOOK 186 PAGE 299

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Clarence E. McHenry, Jr.

Clarence E. McHenry, Jr.
CLARENCE E. McHENRY, JR. —Borrower

Nancy L. McHenry
NANCY L. McHENRY —Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF.....COLUMBIA.....SS:

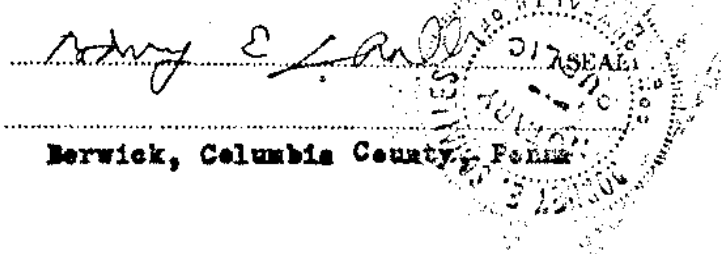
On this, the 23rd day of September, 1977, before me,
a Notary Public, personally appeared the within named.....

CLARENCE E. McHENRY, JR. and NANCY L. McHENRY, his wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) (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 the day and year aforesaid.

My Commission Expires:

4/3/78



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

F. C. ELMES

Harold Rosenn
Attorney for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia
Commonwealth of Pennsylvania in Mortgage Book No. 186 page 299

Witness my hand and Seal of Office this
11:15 a.m.

26th day of Sept.

Marvin G. Bower 1977
Recorder of Deeds

SEP 26 11 15 AM '77
TAX FEE 05
RECORDED
COLUMBIA CO. PA.
11:15 AM
267

BOOK 186 PAGE 302

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

23RD

day of SEPTEMBER

19 82

, at 2:00

o'clock P.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE (Pennsylvania)

for the price or sum of SEVEN HUNDRED EIGHTY FOUR and 32/100 (\$784.32) plus FIFTEEN and 68/100 (\$15.68) POUNDAGE ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Col. Co. Sheriff's Dept.

Sale Cost \$94.75

Poundage 15.68

\$110.43

Press-Enterprise, Inc.

108.38

Henrie Printing

37.25

Prothonotary of Columbia County

13.00

Recorder of Deeds of Columbia County

18.50

Columbia County Tax Claim Bureau

226.90

Geraldine Appleman, Tax Collector, Benton Borough

285.54

Franklin Federal Savings & Loan

Association of Wilkes-Barre n/k/a

Franklin First Federal Savings & Loan

Association of Wilkes-Barre

vs

Clarence F. McHenry, Jr. and

Nancy L. McHenry, his wife

No. 1623 of 1981 J.D.

No. 47 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

24 September 1982

Victor B Vandling
VICTOR B. VANDLING

Sheriff

THURSDAY, August 12, 1982NO. 4720 1982 27

WRIT OF EXECUTION:

Judgement --- Principal

\$ 18,402.39

Insurance

Interest from _____ to 6/10/823,118.86

Real Estate Tax

Interest from 6/10/82 to 8/10/82
105 days @ \$ 5.32 per day558.20

Attorneys' Fee

1,840.24Total ... \$ 23,920.49 \$ 23,920.49

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 25.00 Pd.

Pro. Pd.

86.20 Pd.

Shff. V.

6.00 Pd.

Judg. Fee

Atty. Fee

Satisfaction

Total ... \$ 117.20 \$ 117.20

SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.75

Service of Notice

10.00

Postage

15.00

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

5.00

Advertising, Sale Bills

5.00

Newspapers

24.00

Mileage

5.00

Crying/Adjourn of Sale

20.00

Sheriff's Deed (executing & registering)

Total... \$ 94.75 \$ 94.75

Morning Press (Ads)

\$ 105.35

Berwick Enterprise (Ads)

37.25

Henrie Printing

Total ... \$ 142.60 \$ 142.60Prothonotary - List of Liens
Deed\$ 10.00
3.00Total ... \$ 13.00 \$ 13.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 15.50 \$ 15.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1982

\$ 82.83School Taxes, District Benton, 1982202.71

Parcel #2

1981 Sch. Dist. Taxes

226.90Total ... \$ 512.44 \$ 512.44

SEWERAGE RENT DUE:

Municipality _____ for 10

\$ _____

TOTAL TAXES & COSTS ----- \$ 707.35BUYER: Franklin TrustBID PRICE: \$ 754.35 POUNDAGE \$ 15.00 = 500.00DEED IN NAME OF: Franklin TrustREALTY TRANSFER TAX \$ 2 STATE STAMPS \$ 2



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 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)

Clarence F. McHenry, Jr. and Nancy L. McHenry, his wife, By the SHERIFF of Col. Co.
GRANTOR (S) ADDRESS ZIP CODE

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

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Box 64, Mills Street Benton Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 784.32 HIGHEST ASSESSED VALUE \$ 2330.00

FAIR MARKET VALUE \$ 6980.00 REALTY TRANSFER TAX PAID \$ None

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

Mortgage holder exempt - Act 253 - 1978

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

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Columbia Co. Courthouse, Blbg., Pa. - SHERIFF

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

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2330.00
JUDGEMENT PLUS INTEREST	\$ 22,079.85		
BID PRICE		\$ 784.32	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 512.44	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 1,840.24	\$	
OTHER (COSTS, ETC.)	\$ 389.09	\$	
TOTAL	\$ 24,821.61	\$ 784.32	\$ 2330.00

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.

A. J. Zales
☐ GRANTED ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

August 20, 1982

Victor B. Vandling, Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Re: Franklin First Federal Savings & Loan Association
vs. Clarence F. McHenry and Nancy L. McHenry, his wife
Nor. 47 of 1982

Dear Sheriff:

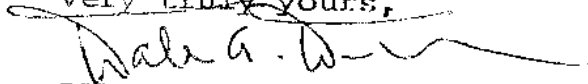
This will confirm our telephone conversation to the effect that the Judgment Plaintiff requests that the Sheriff Sale scheduled in the above captioned proceeding for 2:00 P. M. Thursday, August 26, 1982, be continued to Thursday, September 23, 1982 at 2:00 o'clock P.M. This continuance is requested by reason of a notice required to be given to the United States Government, which notice was not received by the government in sufficient time in advance of the sale. The notice will have to be resubmitted and therefore it is requested that the continuance be effective to the above date and time under Pennsylvania Rule of Civil Procedure 3129 (d).

On the date of the original scheduled sale, 2:00 P. M. Thursday, August 26, 1982, it is requested that the following announcement be made to all assembled parties.

"The Sheriff Sale scheduled in the matter of Franklin First Federal Savings & Loan Association of Wilkes-Barre vs. Clarence F. McHenry and Nancy L. McHenry, his wife, No. 47 of 1982, is continued at the direction of the Execution Plaintiff to Thursday, the 23rd day of September, 1982 at 2:00 o'clock P. M. at the Sheriff's Office, at which time and place the Sheriff Sale on the above captioned execution proceeding will be held. This continuance being pursuant to the provisions of Pennsylvania Rule of Civil Procedure 3129 (d)".

The above captioned Rule of Civil Procedure provides that if this notice is given the sale can be held at the new date without additional notice or advertisement being required. If you have any questions concerning this matter, please give me a call.

Very truly yours,


DALE A. DERR

DAD:arc
cc: Patrick C. Carey, Esquire
Rosenn, Jenkins & Greenwald



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

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

vs

Clarence F. McHenry, Jr. &
Nancy L McHenry, His wife

A. J. ZALE, Chief Deputy

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

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

NO. 47 of 1982

WRIT OF EXECUTION

SERVICE ON Nancy L McHenry

ON July 14, 1982 at 2:00 P.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,
Nancy L McHenry at Place of employment Milco Industries Mill St.
Benton, Penna.
by Delbert Doty

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

So Answers:

Delbert Doty

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 15th day of July
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

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

vs

Clarence F. McHenry Jr and Nancy L McHenry

A. J. ZALE, Chief Deputy

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

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

NO. 47 of 1982

WRIT OF EXECUTION

SERVICE ON Clarence F. McHenry Jr.

ON July 15, 1982 at 3:30 o'clock P.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,
Clarence F. McHenry Jr. at Milco Industries Mill St., Benton. Penna.

by Delbert Doty

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

So Answers:

Delbert Doty
Delbert Doty

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 16th day of July
19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.