

SUSQUEHANNA SAVINGS	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION	:	
	:	OF COLUMBIA COUNTY
Plaintiff	:	
	:	CIVIL ACTION-LAW
vs.	:	
	:	Action of Mortgage Foreclosure
ROBERT B. ELLIOTT III and	:	
JULIA ELLIOTT, his wife,	:	
	:	
Defendants	:	No. 699 of 1982

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

To Robert B. Elliott III and Julia Elliott, his wife, Defendants herein and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned writ of execution, issued under the above-captioned judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia Co. Pennsylvania, on THURSDAY , SEPTEMBER 16 , 1982 at 2:15 o'clock P.M., 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 Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Western side of Walnut Street in said Borough of Berwick at a distance of one hundred and sixty (160) feet from the intersection

of said Walnut Street and Thirteenth Street and North of said Thirteenth Street;  
THENCE extending North along said Walnut Street a distance of forty (40) feet,  
THENCE West at right angles with Walnut Street a distance of one hundred and  
fifty (150) feet to an alley; THENCE South along said alley and parallel with Walnut  
Street a distance of forty (40) feet; THENCE East a distance of one hundred and  
fifty (150) feet to Walnut Street, the place of beginning. BEING the same premises  
conveyed by Kathy A. Bobersky/<sup>Rowe</sup> to Robert B. Elliott and Julia Elliott, his wife,  
by deed dated August 18th , 1980 and recorded in the Office of the Recorder of  
Deeds in and for Columbia County in Deed Book 298 Page 1087.  
IMPROVED with a single family dwelling which has the address of 1317 Walnut  
Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that  
the Sheriff will on September 20 , 1982 file a Schedule of Distribution in his  
office, where the same will be available for inspection and that Distribution  
will be made in accordance with the Schedule unless exceptions are filed  
thereto within ten (10) days thereafter.

  
JOSEPH SERLING,  
Atty for Plaintiff

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANT

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LUZERNE :

JOSEPH J. ORRSON JR. being duly sworn according

to law, does depose and say that he did, upon request of

Susquenanna Savings Association

investigate the status of Robert B. <sup>III</sup> and Julia Elliott

with regard to the Soldiers' and Sailors' Civil Relief Act of

1940; and that he made such investigation personally

and your affiant avers that

they ~~is~~ are not now, nor ~~was~~ were ~~he~~ they, within a

period of three months last, in the military or naval service of the

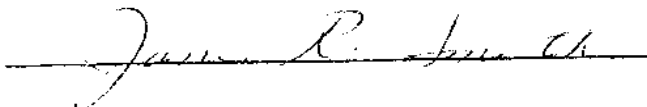
United States within the purview of the aforesaid Soldiers' and

Sailors' Civil Relief Act of 1940.

  
JOSEPH J. ORRSON JR.

Sworn to and subscribed before me

this 27 day of JULY, 1982.



My Commission Expires:

JANE R. SMITH, Notary Public  
Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires March 18, 1985

SUSQUEHANNA SAVINGS ASSOCIATION	:	IN THE COURT OF COMMON PLEAS
	:	OF COLUMBIA COUNTY
Plaintiff	:	CIVIL ACTION-LAW
vs.	:	Action of Mortgage Foreclosure
ROBERT B. ELLIOTT III and JULIA ELLIOTT, his wife,	:	
Defendants	:	No. 699 of 1982


AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

ROGER B. NOVOA being duly sworn according to law does aver that he is the Assistant Secretary of Susquehanna Savings Association, and as such is authorized to make this Affidavit in its behalf, that to the best of his personal knowledge, information and belief, the name and last known address of the Owners and Defendants in the Judgment in the within Bond of Robert B. Elliott III and Julia Elliott, his wife, is R. D. #3,

Shickseiny, Pa. 18655.

  
 \_\_\_\_\_  
 ROGER B. NOVOA

Sworn to and subscribed  
 before me this 27 day  
 of July, 1982.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires:

JANE R. SMITH, Notary Public  
 Wilkes-Barre, Luzerne County, Pa.  
 My Commission Expires March 18, 1985

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 16TH day of SEPTEMBER 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 SUSQUEHANNA SAVING, A DIVISION OF ATLANTIC FINANCIAL FEDERAL, Wilkes-Barre, Pa.

for the price or sum of NINE HUNDRED SIXTY FOUR and 59/100 (\$964.59) plus NINETEEN and 29/100 (\$19.29) 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: 388.85	
	Poundage 19.29	
		\$108.14
Press-Enterprise, Inc.		83.54
Henrie Printing		37.25
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau		252.03
Connie C. Gingham, Tax Collector, Berwick Borough		361.52
Borough of Berwick (Sewerage Rent - thru September 1982)		109.90

SUSQUEHANNA SAVINGS ASSOCIATION  
VS  
ROBERT B. ELLIOTT III and JULIA ELLIOTT  
NO. 699 of 1982 J.D.  
NO. 51 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
20 SEPTEMBER 1982

So answers

Victor B Vandling  
VICTOR B. VANDLING  
Sheriff



LIST OF LIENS
VERSUS

Robert B. Elliott, III and Julia Elliott, his wife
Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association
versus
Robert B. Elliott, III and
Julia Elliott, his wife
No. 699 of Term, 1982
Real Debt \$32,779.10
Interest from 7-29-82
Commission
Costs
Judgment entered 7-29-82
Date of Lien 7-29-82
Nature of Lien Default Judgment

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

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

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

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 Beislin~~, 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

Robert B. Elliott, III and Julia Elliott, 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 8th day of September  
A.D., 1982.

*Beverly J. Michael*...RECORDER



# MORTGAGE

THIS MORTGAGE is made this 18th day of AUGUST 1980, between the Mortgagor, ROBERT B. ELLIOTT III and JULIA ELLIOTT, his wife (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY SEVEN THOUSAND TWO HUNDRED (\$27,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST 18, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 18, 2005.

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

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Western side of Walnut Street in said Borough of Berwick at a distance of one hundred and sixty (160) feet from the intersection of said Walnut Street and Thirteenth Street and North of said Thirteenth Street; thence extending North along said Walnut Street a distance of forty (40) feet, thence West at right angles with Walnut Street a distance of one hundred and fifty (150) feet to an alley; thence South along said alley and parallel with Walnut Street a distance of forty (40) feet; thence East a distance of one hundred and fifty (150) feet to Walnut Street, the place of beginning.

BEING the same premises conveyed by Kathy A. Boberaky to Robert B. Elliott and Julia Elliott, his wife, the Mortgagors herein, by deed dated , 1980 and about to be recorded in the Office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

THIS is a purchase money mortgage.

IMPROVED with a single family dwelling.

which has the address of 1317 Walnut Street, Berwick, Columbia County, Pennsylvania (Street) (City)  
(herein "Property Address");  
(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 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.

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 therein "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 nationally 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:

*Robert B. Elliott, III*  
ROBERT B. ELLIOTT, III

--Borrower

*Julia Elliott*  
JULIA ELLIOTT

--Borrower

COMMONWEALTH OF PENNSYLVANIA: COLUMBIA County ss

On this, the 18th day of AUGUST, 1980, before me, the undersigned officer, personally appeared, ROBERT B. ELLIOTT, III and JULIA ELLIOTT, His wife, known to me (or satisfactorily proven) to be the person whose name is 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.

My Commission expires:

*Joseph Serling*  
JOSEPH SERLING  
Title of Officer  
My Commission Expires: 12/31/82

I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings Association is 31 West Market Street, Wilkes-Barre, Pa.

JOSEPH SERLING Attorney for Mortgages  
Columbia,

Recorded in the Office for Recording of Deeds in and for the County of ~~Lebanon~~ Commonwealth of Pennsylvania in Mortgage Book No. 200, Page 784, etc. at 2:25 p.m.

Witness my hand and Seal of Office this 19th day of August, 1980

*Beverly J. Michael*  
Acting Recorder

RECORDED  
JUL 22 1980  
25 PM '80

No. 207	<b>Mortgage</b>	TO	DATE: August 18, 1980	PREMISES: 1317 Walnut Street Berwick, Columbia County Pennsylvania	REAL DEBT: 27,200.00	MONTHLY PAYMENT: \$296.59	Record and Return to	Joseph Serling Attorney for Association	960 United Penn Bank Bldg. Wilkes-Barre, PA 18701
	ROBERT B. ELLIOTT, III and JULIA ELLIOTT	Susquehanna Savings Association							

Robert Elliott III Sheriff Sale - Enterprise, only

\$83.54

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Sworn and s

PAY TO THE ORDER OF *Press-Enterprise, Inc.*  
*Fifty. Three and 54/100*

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR CASH. Say Assd vs ELLIOTT  
No. 51 of 1982 C.D.  
Legal Ads  
© 10313059361  
572nd 10th 05  
*Victor B. Vandling*

Sept. 13, 1982  
\$ 83.54 DOLLARS

5657

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distance of one hundred and sixty (160) feet from the intersection of said Walnut Street and Thirteenth Street and North of said Thirteenth Street; THENCE extending North along said Walnut Street a distance of forty (40) feet; THENCE West at right angles with Walnut Street a distance of one hundred and fifty (150) feet to an alley; THENCE South along said alley and parallel with Walnut Street a distance of forty (40) feet; THENCE East a distance of one hundred and fifty (150) feet to Walnut Street, the place of beginning. BEING the same premises conveyed by Kathy A. Bobersky Rowe to Robert B. Elliott and Julia Elliott, his wife, by deed dated

September 1982  
*Matthew J. Creme*  
(Notary Public)

Commission Expires

MATTHEW J. CREME NOTARY PUBLIC

BLOOMSBURG, COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1985

Member Pennsylvania Association of Notaries

And now, 1982, I hereby certify that the advertising and publication charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

.. Paul R. Eyerly, III ....., being duly sworn, says that Berwick Enterprise is a newspaper of general circulation and place of business in the Town of Berwick, County of Columbia and established on the 6th day of April, 1903, and has been published (Holidays) continuously in said Town, County and State since the hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on ..... August 25, September 1, 1982 ..... that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise is the subject matter of said notice and advertisement, and that all the facts stated in the statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 15th day of September, 1982

*[Signature]*  
(Notary Public)

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

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

**SHERIFF'S SALE**  
By virtue of a writ of execution no. 51 of 1982 issued out of the Court of Common Pleas of Columbia County, I have directed, thereunto exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania on Thursday, September 16, 1982 at 2:15 o'clock P.M., in the afternoon of the said day, all the right, title and interest of the Defendants in and to:  
ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:  
BEGINNING at a point on the Western side of Walnut Street in said Borough of Berwick at a distance of one hundred and sixty (160) feet from the intersection of said Walnut Street and Thirteenth Street and North of said Thirteenth Street; THENCE extending North along said Walnut Street a distance of forty (40) feet; THENCE West at right angles with Walnut Street a distance of one hundred and fifty (150) feet to an alley; THENCE South along said alley and parallel with Walnut Street a distance of forty (40) feet; THENCE East a distance of one hundred and fifty (150) feet to Walnut Street, the place of beginning.  
BEING the same premises conveyed by Kathy A. Bobersky Rowe to Robert B. Elliott and Julia Elliott, his wife, by deed dated Aug. 18th, 1980 and recorded in the Office of the Recorder of Deeds in Columbia County, Book 298, Page 100. A single family dwelling which has the address of 1317 Walnut Street, Berwick, Columbia County, Pennsylvania.  
Notice is hereby given to all claimants and parties in interest, that the Sheriff will on September 20, 1982, file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.  
Seized and taken into execution at the suit of Susquehanna Savings Association vs. Robert B. Elliott III and Julia Elliott, his wife, Defendants.  
Said premises will be sold by:  
VICTOR VANDLING  
Sheriff of Columbia County  
JOSEPH SERLING,  
ATTORNEY  
Aug. 25, Sept. 1, 8  
E

hment; that  
proceeding  
published;  
advertisement  
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he foregoing



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

5706

PAY TO THE ORDER OF Connie C. Gopher, Tax Collector  
Three Hundred-Sixty One and 52/100

October 1, 1982

60-599  
313

\$ 361.52

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Susa. Sav. Assn. vs Elliott  
No. 01 OF 1982 E.D.

1982 County/School Taxes 01031305936C

Victor B. Vandling  
57281000 05

TOTAL 2,850

RECEIVED BY  
L-40X150  
BUILDINGS 2,610  
1347 WALNUT ST LOT 59  
PRCH 04-1-3-176  
ACQ 13392  
COUNCIL ADX 89P/8080 5X  
18603  
BERNICK, PA

1347 WALNUT ST LOT 59  
BERNICK, PA 18603

MAY 1  
IF PAID  
BEFORE

JULY 1  
IF PAID  
BEFORE

JUN 30  
IF PAID  
AFTER

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 28, 1983

1982

108.92

111.15

1982

21.60

58.83

59.85

108.43

21.60

58.83

59.85

108.43

DATE	AMOUNT	DESCRIPTION	ASSESSMENT	TAXES	REMARKS
07/01/82	242.25	SCHOOL P.E.	2850	85.00	237.40
NOV 1	242.25	SEPT 1			
OCT 31	254.36	NOV 1			
TOTAL 2,850					

FOR BERNICK BOROUGH  
THIS CHECK IS PAYABLE TO  
CONNIE C. GOPHER  
1347 WALNUT ST  
BERNICK, PA 18603  
HOURS: MON 9:00 TO 12:00 MON  
TUE 9:00 TO 12:00 TUE  
WED 9:00 TO 12:00 WED  
THU 9:00 TO 12:00 THU  
FRI 9:00 TO 12:00 FRI  
PHONE 752-7442 ONLY

RECEIVED BY  
L-40X150  
BUILDINGS 2,610  
1347 WALNUT ST LOT 59  
PRCH 04-1-3-176  
ACQ 13392  
COUNCIL ADX 89P/8080 5X  
18603  
BERNICK, PA

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 28, 1983

RECEIVED BY  
L-40X150  
BUILDINGS 2,610  
1347 WALNUT ST LOT 59  
PRCH 04-1-3-176  
ACQ 13392  
COUNCIL ADX 89P/8080 5X  
18603  
BERNICK, PA

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 28, 1983

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000617

344 MARKET ST. BERWICK, PA. 18603

DATE August 2, 1982

Sheriff's Office  
Court House  
Bloomsburg, Pa. 17815  
Attention: Al Zale

## STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE, September 16, 1982 property located at 1317 Walnut St., Berwick, Pa. owned by Robert Elliott III. The sewer bill is as follows:

Account # 13,176	May 30, 1982	\$ 93.90
	June, Jul, Aug 1982	12.00
	Sep 1982	+ 4.00
		\$ 109.90

Please make check payable to Borough of Berwick along with the new owners name and address and the date that it was recorded in the courthouse.

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger* (over)

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5707

*October 1, 1982*

60-893  
313

PAY  
TO THE  
ORDER OF

*Borough of Berwick*

\$ *109.90*

*One Hundred-Nine and 90/100*

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *Jusq. San. Assn. vs Elliott*  
*No. 57 of 1982 E.D.*  
*Acct. No. 13,176*

0313059361

*Victor B. Vandling*  
5728810100 05





Susquehanna Savings Association

WILKES-BARRE, PA.



818486144

50-1042  
226

THE SUM IS DOLLARS 29 CTS

Pay

TO  
THE  
ORDER  
OF

Sheriff of Columbia County

DATE

9/24/82

AMOUNT

\$19.29

DRAWER: SUSQUEHANNA SAVINGS ASSOCIATION

*Joseph P. Serling*  
AUTHORIZED SIGNATURE

TO CREDIT BANK (NEW YORK STATE) N.A.

⑆0223⑈1042⑆ 8⑈409704 818486144

2064

50-56  
373

PAY TO THE ORDER OF *Sheriff of Columbia County*  
*Four hundred fifty four and 59/100 DOLLARS*  
\$464.59  
FIRST EASTERN BANK  
Wilkes-Barre, Pa.  
For *Robert E. Serling*  
JOSEPH SERLING, ATTORNEY-AT-LAW

*Joseph Serling*  
⑆002064⑈ ⑆031300562⑆ ⑆43⑈376⑈7⑈

JOSEPH SERLING  
ATTORNEY AT LAW  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717  
TELEPHONE 823-2181

September 20, 1982

Sheriff of Columbia County  
Columbia County Court House,  
Bloomsburg, Pa. 17815

RE: Susquehanna Savings vs.  
Robert Elliott  
Mortgage Foreclosure

Dear Sir:

Enclosed herewith is a check for \$464.59, balance due on costs of foreclosure in above matter. If you will apply the \$500.00 deposit to same the total costs of \$964.59 will be paid.

Please send a receipt to my office for same.

The name of the Grantee on Deed will be Susquehanna Savings, a Division of Atlantic Financial Federal, 31 W. Market St., Wilkes-Barre, Pa.

Very truly yours,

  
JOSEPH SERLING

JS/cf  
Enclosures

CHIEF DEPUTY  
SHERIFF  
SEP 22 11 25 AM '82  
CLERK OF COURT  
CO. OF SHERIFF

# 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 16TH day of SEPTEMBER 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 SUSQUEHANNA SAVING, A DIVISION OF ATLANTIC FINANCIAL FEDERAL, Wilkes-Barre, Pa.

for the price or sum of NINE HUNDRED SIXTY FOUR and 59/100 (\$964.59) plus NINETEEN and 29/100 (\$19.29) 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: \$88.85	
	Poundage <u>19.29</u>	
		\$108.14
Press-Enterprise, Inc.		83.54
Henrie Printing		37.25
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau		252.03
Connie C. Gingher, Tax Collector, Berwick Borough		361.52
Borough of Berwick (Sewerage Rent - thru September 1982)		109.90

SUSQUEHANNA SAVINGS ASSOCIATION

VS

ROBERT B. ELLIOTT III and JULIA ELLIOTT

NO. 699 of 1982 J.D.

NO. 51 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

20 SEPTEMBER 1982

Victor B. Vandling  
VICTOR B. VANDLING

Sheriff

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 16TH day of SEPTEMBER 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 SUSQUEHANNA SAVING, A DIVISION OF ATLANTIC FINANCIAL FEDERAL, Wilkes-Barre, Pa.

for the price or sum of NINE HUNDRED SIXTY FOUR and 59/100 (\$964.59) plus NINETEEN and 29/100 (\$19.29) POUNDAGE ----- Dollars

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Col. Co. Sheriff's Dept.	Sale Cost: \$88.85	
	Poundage 19.29	\$108.14
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Henrie Printing		37.25
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		18.50
Columbia County Tax Claim Bureau		252.03
Connie C. Gingher, Tax Collector, Berwick Borough		361.52
Borough of Berwick (Sewerage Rent - thru September 1982)		109.90
		983.88

(OVER)

SUSQUEHANNA SAVINGS ASSOCIATION

VS

ROBERT B. ELLIOTT III and JULIA ELLIOTT

NO. 699 of 1982 J.D.

NO. 51 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
20 SEPTEMBER 1982

So answers

*Victor B Vandling* Sheriff  
VICTOR B. VANDLING

SUSQ. SAV. ASSN.

VS

Elliott, Robert + Julia

THURSDAY, Sept 16, 1982

NO. 51 OF 1982 ED

## WRIT OF EXECUTION:

Judgement --- Principal \$ 32,779.10  
 Insurance \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day  
 Attorneys' Fee \_\_\_\_\_

Total ... \$ \_\_\_\_\_ \$ \_\_\_\_\_

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

Proth. (Writ) \$ 10.00  
 Pro. Pd. 15.00  
 Shff. V. 44.35  
 Judg. Fee 6.00  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 75.35 \$ 75.35

## SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75  
 Service of Notice 10.00  
 Postage -  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Newspapers 5.00  
 Mileage 18.10  
 Crying/Adjourn of Sale 5.00  
 Sheriff's Deed (executing & registering) 20.00

Total... \$ 88.85 \$ 88.85

Morning Press (Ads) \$  
 Berwick Enterprise (Ads) 83.54  
 Henrie Printing 37.25

Total ... \$ 120.79 \$ 120.79

Prothonotary - List of Liens \$ 10.00  
 Deed 3.00

Total ... \$ 13.00 \$ 13.00

Recorder of Deeds, Col. Co. \$  
 Deed, Search, etc. 18.50

Total ... \$ 18.50 \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1982 \$ 119.27  
 School Taxes, District Berwick, 1982 242.25  
 Parcel #2  
 1981 Delinquent Taxes 252.03

Total ... \$ 613.55 \$ 613.55

## SEWERAGE RENT DUE:

Municipality Berwick for 1982 \$ 109.90

TOTAL TAXES &amp; COSTS \$ 964.59

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

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

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

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



REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

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

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Robert B. Elliott III and Julia Elliott, h/w By the SHERIFF of Columbia County

GRANTOR (S)

ADDRESS

ZIP CODE

Susquehanna Savings Association

31 W. Market St., Wilkes-Barre

18701

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

1317 Walnut Street

Berwick

Columbia

R.O. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 964.59

HIGHEST ASSESSED VALUE \$ 2850.00

FAIR MARKET VALUE \$ 8540.00

REALTY TRANSFER TAX PAID \$ None

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

Mortgage holder exempt - Act 253 - 1978

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

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

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

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

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

SUCCESSFUL BIDDER Susquehanna Savings Association (Plaintiff)

NAME

ADDRESS

TITLE

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2850.00
JUDGEMENT PLUS INTEREST	\$ 32,779.10		
BID PRICE		\$ 964.59	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 613.55	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 109.90	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 316.49	\$	
TOTAL	\$ 33,819.04	\$ 964.59	\$ 2850.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 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.

NOTARY PUBLIC

MY COMMISSION

EXPIRES

19 \_\_\_\_\_

BY \_\_\_\_\_

NOTARY PUBLIC

STATE OF PENNSYLVANIA



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

Susquehanna Savings Association

VS

Robert B Elliot II and Julia Elliott

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 51 of 1982  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

August 16, 1982 at 9:40 P.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Robert B Elliott III and Julia  
1317 Walnut St. Berwick, Penna. Elliott

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. Bandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
17th day of August 1982.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania







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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

Susquehanna Savings Association

vs

Robert Elliott III & Julia Elliott

**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. 51 of 1982

WRIT OF EXECUTION

SERVICE ON Julia Elliott

ON July 30 1982 at 6:15 o'clock P.M., a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Julia Elliott at Her residence 1309 Freas ave., Berwick, Penna.

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 2nd day of August  
19 82

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

# SHERIFF'S SALE

By virtue of a writ of execution no. 51 of 1982 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania on THURSDAY, SEPTEMBER 16, 1982 at 2:15 o'clock P.M., in the afternoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point on the Western side of Walnut Street in said Borough of Berwick at a distance of one hundred and sixty (160) feet from the intersection of said Walnut Street and Thirteenth Street and North of said Thirteenth Street; THENCE extending North along said Walnut Street a distance of forty (40) feet, THENCE West at right angles with Walnut Street a distance of one hundred and fifty (150) feet to an alley; THENCE South along said alley and parallel with Walnut Street a distance of forty (40) feet; THENCE East a distance of one hundred and fifty (150) feet to Walnut Street, the place of beginning.

BEING the same premises conveyed by Kathy A. Bobensky/<sup>Rowe</sup> to Robert B. Elliott and Julia Elliott, his wife, by deed dated Aug. 18th, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 298, Page 1087.

IMPROVED with a single family dwelling which has the address of 1317 Walnut Street, Berwick, Columbia County, Pennsylvania.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on 9/20/82 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.

Seized and taken into execution at the suit of Susquehanna Savings Association vs. Robert B. Elliott III and Julia Elliott, his wife, Defendants.

Said premises will be sold by:

VICTOR VANDLING, Sheriff of Col. Co.

JOSEPH SERLING, ATTORNEY

Copies to:

Henrie Printing 7/30/82  
7/30/82 Berwick Enterprise (Only) Legal Ads, Wed., Aug 25, Sep 1 & 8, 1982. Affidavit!!  
Connie Gingher, Tax Collector Berwick Borough 7/30/82  
Chris Klinger, Chief Sewer Rental Clerk, Boro of Berwick 7/30/82.



JOSEPH CARLING, Plaintiff

IN THE COURT OF COMMONS PLACED

OF COLUMBIA COUNTY

CIVIL ACTION-117

vs.

Notice of Mortgage Foreclosure

ROBERT E. ELLIOTT III and  
JULIE ELLIOTT, his wife,

Defendants

No. of 1982

CAPTION

The Plaintiff, Susquehanna Savings Association by and through its counsel, Joseph Carling, Esquire, hereby notifies of the Defendants, Robert E. Elliott III and Julie Elliott, his wife, as follows:

1. The Plaintiff, Susquehanna Savings Association is a corporation duly organized under the Savings and Loan Laws of Pennsylvania with its principal office at 211 N. Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.

2. The Defendants, Robert E. Elliott III and Julie Elliott, his wife, are adult individuals. The last known address for Robert E. Elliott III is R. F. #3, Shickensburg, Luz, Co, Pa. 18055 and the last known address for Julie Elliott is 1317 Walnut Street, Berwick, Pa. 18603. The mortgaged premises known as 1317 Walnut Street, Berwick has been abandoned and the whereabouts of Julie Elliott is unknown.

3. On August 18th, 1980 Defendants, Robert E. Elliott III and

Julia Elliott, his wife, were the owners in fee simple of a single family dwelling known as 1317 Walnut Street, Berwick, Columbia County, Pennsylvania, the same being more particularly bounded and described in Exhibit A which is attached hereto and by reference thereto incorporated herein as fully as though the same were set forth herein at length (hereinafter referred to as the Mortgage Property 1).

4. On the aforesaid date in consideration of the loan of Twenty Seven thousand Two Hundred (\$27,200) Dollars made by Plaintiff to Defendants, the Defendants executed and delivered to the Plaintiff a Note secured by a Mortgage on the Mortgage Property in the sum of Twenty Seven Thousand Two Hundred (\$27,200) Dollars obligating said Defendants to pay to the Plaintiff said Twenty Seven Thousand Two Hundred (\$27,200) Dollars with interest at the rate of Twelve and One Half (12 1/2%) percent per annum in equal monthly installments of Two hundred Ninety Six and 39/100 (\$296.59) Dollars plus all taxes levied and assessed against said premises until paid in full. Said Mortgage was recorded in the Office of the Recorder of Deeds in and for Columbia County in Mortgage Book 100, page 784, description thereof attached hereto marked Exhibit A and made a part hereof by reference thereto. Also attached hereto marked Exhibit B is a copy of the Note made a part hereof by reference thereto.

6. Default has occurred on the Mortgage and Note in that the monthly installments contracted to be paid have not been paid to the extent of \$2,665.74 as of June 1st, 1982.

9. The Plaintiff forwarded Notice of said Default by Certified Mail, Return Receipt Requested to Mr. Robert E. Elliott III 1317 Walnut Street, Perwick, Pa. 18603 and to Mrs. Julia Elliott 1317 Walnut Street, Perwick, Pa. 18603, copies of said notice and receipts are attached hereto marked Exhibit C and made a part hereof by reference thereto.

7. Defendants are the real owners of the property described as the Mortgage Property in the subject Mortgage.

8. There has been no assignment of the subject Mortgage by the Plaintiff, Mortgages.


9. The amount due the Plaintiff by Defendants as of June 1, 1982 includes the entire amount of unpaid principal, interest and costs hereby declared by the Plaintiff to be due and payable by the Defendants in the following amounts:

(a) Unpaid principal, totaling.....	\$28,110.40
including interest to June, 1982	
(b) Attorney's Commission at 10% .....	<u>2,811.04</u>
TOTAL.....	\$32,021.44

WHEREFORE, Plaintiff prays the Court to enter Judgment against

the undersigned, Robert H. Elliott III and Julia Elliott, his wife, for the  
sum of \$21,951.44.

Respectfully submitted,

  
\_\_\_\_\_  
ROBERT H. ELLIOTT III, Esq.,  
Att'y. for Plaintiff  
260 United Penn Bank Bldg.,  
Wilkes-Barre, Pa. 18701

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF LUKE

ROGER B. NOVOA being duly sworn according to law deposes and says that he is the Assistant Secretary of Susquehanna Springs Association, and as such, is authorized to make this Affidavit in its behalf; that to the best of his knowledge, information and belief, the allegations set forth in the foregoing Complaint are true and correct.

R B Novoa  
ROGER B. NOVOA

Sworn to and subscribed  
before me this 4 day  
of June, 1982.

Jane R. Smith  
Notary Public

My Commission Expires:

3/18/85



# MORTGAGE

THIS MORTGAGE is made this ..... 18th ..... day of .. AUGUST .....  
19 80 ., between the Mortgagor, ROBERT B. ELLIOTT III and JULIA ELLIOTT, his wife .....  
..... (herein "Borrower"), and the Mortgagee, SUSQUEHANNA  
SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania,  
whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of .. TWENTY SEVEN THOUSAND TWO ....  
HUNDRED (\$27,200.00) ..... Dollars, which indebtedness is evidenced by Borrower's note  
dated AUGUST 18 .., 1980 ..... (herein "Note"), providing for monthly installments of principal and interest,  
with the balance of the indebtedness, if not sooner paid, due and payable on ..... AUGUST 18 , 2005 .....  
.....;

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

ALL that certain piece or parcel of land situate in the Borough  
of Berwick, County of Columbia, and State of Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on the Western side of Walnut Street in  
said Borough of Berwick at a distance of one hundred and sixty (160)  
feet from the intersection of said Walnut Street and Thirteenth Street  
and North of said Thirteenth Street; thence extending North along said  
Walnut Street a distance of forty (40) feet, thence West at right angles  
with Walnut Street a distance of one hundred and fifty (150) feet to an  
alley; thence South along said alley and parallel with Walnut Street a  
distance of forty (40) feet; thence East a distance of one hundred and  
fifty (150) feet to Walnut Street, the place of beginning.

BEING the same premises conveyed by Kathy A. Bohannon to

**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

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

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:

*Robert B. Elliott, III*  
ROBERT B. ELLIOTT, III

---Borrower

*Julia Elliott*  
JULIA ELLIOTT

---Borrower

COMMONWEALTH OF PENNSYLVANIA, . . . COLUMBIA . . . County ss:

On this, the . . . 18th . . . day of . . . AUGUST . . . 1980 . . . before me, . . .  
the undersigned officer, personally appeared . . . ROBERT B. ELLIOTT, III and . . .  
JULIA ELLIOTT, His wife, . . . known to me (or satisfactorily  
proven) to be the person . . . whose name . . . 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.

My Commission expires:

*[Signature]*

# Note

US \$ 27,200.00

Wilkes-Barre, Pennsylvania  
City

August 18, 1980

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay SUSQUEHANNA SAVINGS ASSOCIATION, or order, the principal sum of TWENTY SEVEN THOUSAND TWO HUNDRED (\$27,200.00)-----Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of TWELVE AND ONE HALF (12 1/2%)-----percent per annum. Principal and interest shall be payable at 31 West Market Street, Wilkes-Barre, Pennsylvania 18701, or such other place as the Note holder may designate, in consecutive monthly installments of TWO HUNDRED NINETY SIX AND 59/100 (\$296.59)-----Dollars (US \$ \_\_\_\_\_), on the 1st day of each month beginning October, 1980. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on Sept. 1, 2005.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 4(%) percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated August 18, 1980, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

1317 Walnut Street, Berwick,

Columbia County, Pennsylvania

Property Address

Robert B. Elliott, III

ROBERT B. ELLIOTT, III

Julia Elliott

JULIA ELLIOTT

(Execute Original Only)

JOSEPH SERLING  
ATTORNEY AT LAW  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717  
TELEPHONE 823-2181

February 25, 1982

Mr. Robert B. Elliott III  
1317 Walnut Street  
Berwick, PA 18603

RE: NOTICE OF INTENTION TO  
FORECLOSE MORTGAGE  
Mortgage #90111121

Dear Mr. Elliott:

This notice is given in accordance with the provisions of Article IV, Section 403 and 404 of Act VI of the General Assembly of the Commonwealth of Pennsylvania enacted into law January 30, 1974.

Susquehanna Savings Association is the holder of a mortgage on your property at 1317 Walnut Street, Berwick, Pennsylvania.

The payments on account of this mortgage are in default in the amount of \$1,233.80, computed as follows:

Principal	\$ 75.08
Interest	1,111.28
Late Charge	47.44
Total Due on 2/28/82	<u>\$1,233.80</u>
March 1st payment	296.59
Late charge after 3/15/82	11.86
Total due on 3/31/82	<u>\$1,542.25</u>

This letter is to advise you that unless the sum of \$1,542.25 is paid on or before March 31, 1982, either in cash, cashier's check, or certified check, at their Main Office, 31 West Market Street, P.O. Box 350, Wilkes-Barre, PA, I will proceed to institute foreclosure proceedings without further notice to you. In the event these foreclosure proceedings are carried to conclusion, it will result in the above named premises being sold at Sheriff's Sale, thereby extinguishing any and all interest you may have therein.

You may cure the default on your mortgage and save your property in any one of the following manners:

(1) By paying the sum of \$1,542.25 on or before March 31, 1982, in cash, cashier's check or certified check at the Main Office of Susquehanna Savings. In the event payment is made after March 31, 1982, the due date of the next installment, the payment to be made includes that payment of \$296.59.

EX C

(2) By refinancing your mortgage with another lender and paying your indebtedness to Susquehanna Savings in full.

(3) While your mortgage does not permit assumption by a purchaser, you may sell the property to a purchaser of your choice and repay your indebtedness to Susquehanna Savings in full.

In the event that foreclosure is instituted, you have the right, under Section 404 of Act VI, to cure the default up to one hour prior to Sheriff's Sale as set forth in the foreclosure proceedings in the following manner:

(1) Pay or tender in the form of cash, cashier's check, or certified check, all sums which would have been due at the time of payment or tender in the absence of default and the exercise of an acceleration clause.

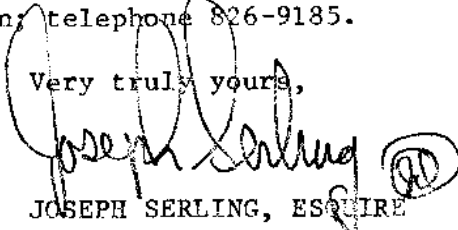
(2) Performing any other obligations which you would have been bound to perform in the absence of default or the exercise of an acceleration clause in the mortgage.

(3) Pay any reasonable fees allowed under Section 406 of Act VI and the reasonable costs of proceedings to foreclosure as specified in writing by the Association.

(4) Pay any reasonable late penalties provided in the mortgage document.

If you have any questions or desire additional information, please contact Joseph J. Orrson, Jr., Vice President - Delinquent Loan Committee, at Susquehanna Savings Association; telephone 826-9185.

Very truly yours,

  
JOSEPH SERLING, ESQUIRE

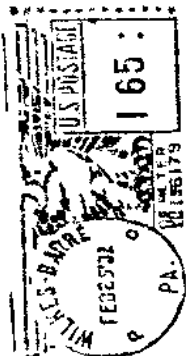
JS/110

LAW OFFICES

JOSEPH SERLIN  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

RECEIVED  
Address unknown  
No such street  
No such office in state  
Do not register in this state

Return Receipt Requested  
Showing Address  
Where Delivered  
Mr. Robert B. Elliott III  
1317 Walnut Street  
Berwick, PA 18603



CERTIFIED  
P31 8015527  
MAIL

P31 8015527  
RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)

SENT TO		MR. ROBERT ELLIOTT	
STREET AND NO.		1317 WALNUT ST.	
P.O., STATE AND ZIP CODE		BERWICK, PA. 18603	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	¢	
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$ 1.65	
POSTMARK OR DATE		FEB 25 1982	

PS Form 3800, Apr. 1976



JOSEPH SERLING  
ATTORNEY AT LAW  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717  
TELEPHONE 833-2181

February 25, 1982

Mrs. Julia Elliott  
1317 Walnut Street  
Berwick, PA 18603

RE: NOTICE OF INTENTION TO  
FORECLOSE MORTGAGE  
Mortgage #90111121

Dear Mrs. Elliott:

This notice is given in accordance with the provisions of Article IV, Section 403 and 404 of Act VI of the General Assembly of the Commonwealth of Pennsylvania enacted into law January 30, 1974.

Susquehanna Savings Association is the holder of a mortgage on your property at 1317 Walnut Street, Berwick, Pennsylvania.

The payments on account of this mortgage are in default in the amount of \$1,233.80, computed as follows:

Principal	\$ 75.08
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Late Charge	47.44
Total Due on 2/28/82	<u>\$1,233.80</u>
March 1st payment	296.59
Late charge after 3/15/82	11.86
Total due on 3/31/82	<u>\$1,542.25</u>

This letter is to advise you that unless the sum of \$1,542.25 is paid on or before March 31, 1982, either in cash, cashier's check, or certified check, at their Main Office, 31 West Market Street, P.O. Box 350, Wilkes-Barre, PA, I will proceed to institute foreclosure proceedings without further notice to you. In the event these foreclosure proceedings are carried to conclusion, it will result in the above named premises being sold at Sheriff's Sale, thereby extinguishing any and all interest you may have therein.

You may cure the default on your mortgage and save your property in any one of the following manners:

(1) By paying the sum of \$1,542.25 on or before March 31, 1982, in cash, cashier's check or certified check at the Main Office of Susquehanna Savings. In the event payment is made after March 31, 1982, the due date of the next installment, the payment to be made includes that payment of \$296.59.

Ex C

(2) By refinancing your mortgage with another lender and paying your indebtedness to Susquehanna Savings in full.

(3) While your mortgage does not permit assumption by a purchaser, you may sell the property to a purchaser of your choice and repay your indebtedness to Susquehanna Savings in full.

In the event that foreclosure is instituted, you have the right, under Section 404 of Act VI, to cure the default up to one hour prior to Sheriff's Sale as set forth in the foreclosure proceedings in the following manner:

(1) Pay or tender in the form of cash, cashier's check, or certified check, all sums which would have been due at the time of payment or tender in the absence of default and the exercise of an acceleration clause.

(2) Performing any other obligations which you would have been bound to perform in the absence of default or the exercise of an acceleration clause in the mortgage.

(3) Pay any reasonable fees allowed under Section 406 of Act VI and the reasonable costs of proceedings to foreclosure as specified in writing by the Association.

(4) Pay any reasonable late penalties provided in the mortgage document.

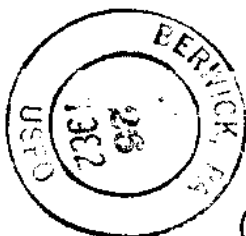
If you have any questions or desire additional information, please contact Joseph J. Orrson, Jr., Vice President - Delinquent Loan Committee, at Susquehanna Savings Association, telephone 826-9185.

Very truly yours,

  
JOSEPH SERLING, ESQUIRE

1. The following service is requested (check one.) <input type="checkbox"/> Show to whom and date delivered..... <input checked="" type="checkbox"/> Show to whom, date and address of delivery..... <input type="checkbox"/> RESTRICTED DELIVERY <input type="checkbox"/> Show to whom and date delivered..... <input type="checkbox"/> RESTRICTED DELIVERY Show to whom, date, and address of delivery.		2. ARTICLE ADDRESSED TO: MR ROBERT ELLIOTT 1317 WILMONT ST. BERWICK, PA. 18603		3. ARTICLE DESCRIPTION: REGISTERED NO. 8015527 INSURED NO.	
(CONSULT POSTMASTER FOR FEES)					
4. DATE OF DELIVERY POSTMARK					
5. ADDRESSEE (Complete only if requested)				6. UNABLE TO DELIVER BECAUSE:	
ADDRESSEE (Complete only if requested)				CLERK'S INITIALS	

ADD YOUR ADDRESS IN THE "RETURN TO" SPACE ON REVERSE.  
 Complete Items 1, 2, and 3.  
 Form 3811, Jan. 1978



Ex C

Form 3811, Jan. 1978

● **SENDER:** Complete items 1, 2, and 3.  
Add your address in the "RETURN TO" space at reverse.

1. The following service is requested (check one.)

☐ Show to whom and date delivered.....\$

☒ Show to whom, date and address of delivery.....\$

☐ **RESTRICTED DELIVERY**  
Show to whom and date delivered.....\$

☐ **RESTRICTED DELIVERY.**  
Show to whom, date, and address of delivery.\$

(CONSULT POSTMASTER FOR FEES)

2. **ARTICLE ADDRESSED TO:**  
MRS. JULIA ELLIOTT  
1317 WALNUT ST.  
BERWICK, PA. 18603

2. **ARTICLE DESCRIPTION:**

REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	8015526	

(Always obtain signature of addressee or agent)

I have received the article described above.

SIGNATURE ☐ Addressee ☐ Authorized agent

x Julia Elliott

DATE OF DELIVERY	POSTMARK
2/26/82	

3. **ADDRESS (Complete only if requested)**

4. **UNABLE TO DELIVER BECAUSE:**

CLERK'S INITIALS

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1970-289-845

P31 8015526

**NO INSURANCE COVERAGE PROVIDED—  
NOT FOR INTERNATIONAL MAIL  
(See Reverse)**

US Form 3800, Apr. 1976

