

# 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

14th

day of

APRIL

19 83

, at 10:15

o'clock A. 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 HARRY B. JAMES, R.D. 1,

BOX 175, DANVILLE, MONTOUR COUNTY, PENNSYLVANIA

for the price or sum of \$22,000.00, plus \$125.00 POUNDAGE, \$220.00 REALTY TRANSFER TAX and

\$220.00 STATE STAMPS

Dollars

being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs

Columbia County Sheriff's Dept.

Sale Cost \$155.25

Poundage 125.00

280.25

Press-Enterprise, Inc.

113.00

Henrie Printing

37.25

Prothonotary of Columbia County

15.00

Recorder of Deeds of Columbia County (a) Deed, Search, etc.

18.50

(b) State Stamps

220.00

(c) Realty Transfer Tax

220.00

Col. Co. Tax Claim Bureau - 1981 and 1982 Delinquent Taxes

1,105.73

Marjorie E. Crawford, Tax Collector, Mt. Pleasant Twp. (1983 Col. Co. Taxes)

112.78

FIRST EASTERN BANK, N.A., successor etc. (Plaintiff - Mortgagee, 2-21-73)

13,798.68

SMALL BUSINESS ADMINISTRATION (Mortgagee, Inferior Lien Holder, 4-24-73)

6,643.81

debt @ \$10,505.27 as of 4-14-83)

FIRST EASTERN BANK, N.A., successor to

The First National Bank of Eastern Pennsylvania

vs

BARBARA JOHNSON and JOANNE JOHNSON, Administratrix

of the estate of JOHN B. JOHNSON, JR., deceased

NO. 1396 of 1982 J.D.

NO. 12 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }

15 APRIL 1983

So answers

*Victor B Vandling*

VICTOR B. VANDLING

Sheriff

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINISTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.,  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
:  
:  
:  
:  
: NO. 1396 -- 1982  
: IN MORTGAGE FORECLOSURE

TO: The Sheriff  
RE: Foreclosure Sale

The distribution of funds due the Plaintiff, First  
Eastern Bank, N.A., is as follows:

\$11,223.10	principal
518.90	escrow
484.82	interest 5/20/82 to 12/8/82 @ 2.18
	per day
276.86	interest 12/8/82 to 4/14/83 @ 2.18
	per day
1,222.25	attorney's commission
500.00	deposit for sheriff's costs
<u>72.75</u>	plaintiff's court costs
\$14,298.68	TOTAL

SMITH, EVES, KELLER & HARDING

BY:

*Robert Spielman*  
Robert Spielman, Esquire  
227 Market St., PO Box 30  
Bloomsburg, Penna. 17815  
[717] 784-6770

CHIEF DEPUTY

SHERIFF

APR 15 10 41 AM '83

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA, Plaintiff

No. 1396 Term 19.82 J.D.  
No. 12 Term 19.83 E.D.

vs

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINISTRATRIX OF  
THE ESTATE OF JOHN B. JOHNSON, JR.,  
DECEASED, Defendants

WRIT OF EXECUTION  
~~XXXXXXXXXXXXXXX~~  
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Columbia  
TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA.

To satisfy the judgment, interest and costs against BARBARA JOHNSON AND JOANNE JOHNSON, ADMINISTRATION OF THE ESTATE OF JOHN B. JOHNSON, JR., DECEASED Defendant(s);

- (1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;
- (2) ~~XXXXXX~~ You are also directed to attach the property of the defendant(s) and to sell the same to satisfy the judgment.

(Specifically describe property) ~~XXXXXXXXXXXXXXX~~

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:  
BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South 5-3/4 degrees West 5.5 rods to a beech on bank of run; thence South 14-2/4 degrees West, 9.6 rods to a stone in run; thence South 58-1/2 degrees East 1.4 rods; thence South 32-1/4 degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following course and distances: North 76 degrees West, 56.3 rods; North 74-1/4 degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North 24-1/4 degrees West 10.4 rods to a corner of lands now or formerly of J.M.B. Bardo; thence North 29-1/2 degrees East 17.5 rods North 33-3/4 degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South 20-1/4 degrees West, 19.8 rods; thence South 11-1/2 degrees West 21.5 rods; thence South 1-1/2 degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South 42-1/4 degrees East 11.5 rods to a pine stump, gone; thence South 65-3/8 degrees East 50.5 rods to a butternut; thence South 77-1/4 degrees, East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc. Excepting and Reserving Therefrom from the right of way of the railroad as now reserved and conveyed from said land.

~~And to notify the garnishee(s) that~~  
~~any attachment has been issued;~~  
~~And the garnishee(s) is enjoined from paying any debt or for the account of the defendant(s) and from~~  
~~disposing of any property of the defendant(s) or otherwise disposing thereof.~~  
(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Principal Amount due \$ 11,223.10  
Escrow 518.90  
Atty's Coll. Fee 1,222.25  
Interest from 5/20/82 to 12/8/82 484.82  
Total 13,449.07  
Plus costs as per endorsement hereon.

Dated February 18, 1983  
(SEAL)

Prothonotary, Court of Common Pleas of  
Col. County, Pennsylvania  
By: Helen K. Linn Deputy

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINISTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
:  
:  
:  
: NO. 1396 -- 1982  
:  
: IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Ms. Joanne Johnson  
R.D.#4  
Bloomsburg, PA 17815

AND

Ms. Barbara Johnson  
210 Wirt Street  
Bloomsburg, PA 17815

[Owners or reputed owners or real estate hereinafter described.]

NOTICE IS HEREBY GIVEN in accordance with Pa. R.C.P.

3129(b) (2) that by virtue of Writ of Execution No.

issued out of the Court of Common Pleas of Columbia County,

directed to the Sheriff of Columbia County, there will be

exposed to public sale, by endue or outcry, to the highest

and best bidder; for cash, at the Sheriff's Office, Columbia

County Court House, Bloomsburg, Pennsylvania, on Thursday,

April 14, 1983, at 10:15 o'clock A. M.,

all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South 5-3/4 degrees West 5.5 rods to a beech on bank of run; thence South 14-2/4 degrees West, 9.6 rods to a stone in run; thence South 58-1/2 degrees East 1.4 rods; thence South 32-1/4 degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North 74-1/4 degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North 24-1/4 degrees West 10.4 rods to a corner of lands now or formerly of J.M.B

Bardo; thence North 29-1/2 degrees East 17.5 rods North 33-3/4 degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South 20-1/4 degrees West, 19.8 rods; thence South 11-1/2 degrees West 21.5 rods; thence South 1-1/2 degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South 42-1/4 degrees East 11.5 rods to a pine stump, gone; thence South 65-3/8 degrees East, 50.5 rods to a butternut; thence South 77-1/4 degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on April 15, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of First Eastern Bank, N.A., Successor to the First National Bank of Eastern Pennsylvania, against Barbara Johnson and Joanne Johnson, Administratrix of the Estate of John B. Johnson, Jr., Deceased, and will be sold by the Sheriff of Columbia County.



ROBERT SPIELMAN, ESQUIRE  
227 Market Street, PO Box 30  
Bloomsburg, PA 17815

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINSTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
:  
:  
:  
: NO. 1396 of 1982  
:  
: IN MORTGAGE FORECLOSURE

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA     )  
                                  ) SS:  
COUNTY OF COLUMBIA     )

ROBERT SPIELMAN, being duly sworn according to law, deposes  
and says that he is the attorney for First Eastern Bank, N.A., Successor  
to the First National Bank of Eastern Pennsylvania, Plaintiffs in the  
above captioned action, and that to the best of his knowledge, infor-  
mation and belief the names and addresses of the Defendants, Barbara  
Johnson and Joanne Johnson, the owners or reputed owners in the above  
captioned matter are:

Barbara Johnson  
210 Wirt Street  
Bloomsburg, PA 17815

Joanne Johnson  
R.D.#4  
Bloomsburg, PA 17815

  
\_\_\_\_\_  
ATTORNEY FOR PLAINTIFFS

Sworn and subscribed to  
before me this 16th day  
of February, 1983.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3-6-86

# LIST OF LIENS

## VERSUS

Barbara Johnson & Joanne Johnson, Administratrix of the Estate of  
John B. Johnson, Jr., Deceased Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pa., Dept. of  
Revenue, Personal Income Tax  
versus

John B. & Barbara Johnson

No. 1232 of Term, 1979  
Real Debt ||\$ 271.44  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 8-3-79  
Date of Lien 8-3-79  
Nature of Lien Personal Income Tax

1st Eastern Bank, NA

versus

John B. Johnson & Barbara  
Johnson

No. 1716 of Term, 1979  
Real Debt ||\$ 15,908.11  
Interest from 10-12-79 ||  
Commission ||  
Costs ||  
Judgment entered 11-13-79  
Date of Lien 10-12-79  
Nature of Lien Default Judgment

Commonwealth of Penna.

Dept. of Revenue

versus

John B. Johnson

No. 690 of Term, 1980  
Real Debt ||\$ 278.16  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 4-29-80  
Date of Lien State Tax Lien  
Nature of Lien

Frank C. Baker

versus

John B. Johnson

No. 1643 of Term, 1980  
Real Debt ||\$ 669.47  
Interest from 10-21-80 ||  
Commission ||  
Costs ||  
Judgment entered 10-21-80  
Date of Lien 10-21-80  
Nature of Lien Transcript of Judgment

Commonwealth of Penna.

Dept. of Public Welfare

versus

Joanne Johnson

No. 823 of Term, 1982  
Real Debt ||\$ 5,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 7-16-82  
Date of Lien  
Nature of Lien Reimbursement Agreement

# LIST OF LIENS

## VERSUS

Barbara Johnson & Joanne Johnson, Administratrix of the Est. of John B. Johnson, Jr., Deceased..... Court of Common Pleas of Columbia County, Pennsylvania.

1st Eastern Bank, NA.....

versus

Barbara & Joanne Johnson, Admin.  
of the Est. of John B. Johnson, Jr.,  
Deceased

No. 1396 of ..... Term, 1982.  
Real Debt ..... ||\$ 13,449.07..  
Interest from 2-18-83 ..... || .....  
Commission ..... || .....  
Costs ..... || .....  
Judgment entered 2-18-83 .....  
Date of Lien 2-18-83 .....  
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 .....



AGREEMENT OF PRIOR LIENHOLDER

DL 443 606 1002 WB

The undersigned hereby represents that it (~~XXX~~) is the owner and holder of a prior lien on certain real estate of **JOHN JOHNSON and BARBARA JOHNSON, his wife**

(hereinafter referred to as "Borrower"), in **COLUMBIA** County, State of **PENNSYLVANIA**, by virtue of a certain mortgage dated **Feb. 20, 1973**,

recorded in Mortgage Book No. **164**, page **977** in the Recorder of Deeds Office of said county and state, which real estate known as, **T.D. #4, Bloomsburg (1st & Mont St.)** is more fully described and set forth in the lien instrument which was originally given to secure the payment of \$ **16,000.00** upon which there

remains unpaid principal and accrued interest aggregating \$ **15,956.97** as of the

date hereof. BORROWER IS/IS NOT (strike one) CURRENT IN HIS REPAYMENT OF THIS

INDEBTEDNESS. (If not current, please indicate amount of delinquency: \$ ).

In consideration of a loan in the approximate amount of \$ **16,700.00** to be

made by **SMALL BUSINESS ADMINISTRATION** (hereinafter referred to as "SBA") to Borrower, which loan is, or will be, secured by an inferior lien upon the real estate covered by the above described lien instrument, the undersigned does hereby covenant and agree as follows:

1. That if said prior lien instrument contains a clause intended to secure future advances to Borrower, the undersigned hereby subordinates to the lien of SBA any right to make future advances under such clause. However, it is specifically agreed and understood that this instrument shall not be construed as a subordination of the lien held by the undersigned except to the extent of the rights, if any, conferred in said lien instrument as to the privilege of making future advances to be secured by said lien. This agreement is not applicable to advances to preserve security, i.e., tax payments, insurance premiums, etc.

2. If said prior lien instrument contains a clause prohibiting the Borrower from further mortgaging the land therein described, such provisions are hereby waived as to said loan made by SBA.

3. That should foreclosure of said prior lien be commenced pursuant to a power of sale, if any, contained in said lien instrument, to give SBA written notice of the commencement of such foreclosure, which notice shall be delivered or forwarded by registered mail to **SMALL BUSINESS ADMINISTRATION, 1 Decker Square, East Lobby, Bala Cynwyd, Pa.** at least fifteen days prior to the date of commencement of such foreclosure.

IT IS UNDERSTOOD AND AGREED that in the event said loan is not completed and made by SBA to Borrower, this agreement shall be null and void, otherwise to remain in full force and effect.

Executed and delivered this **26th** day of **April 1973**

**FIRST NATIONAL BANK OF EASTERN PA.**  
**COLUMBIA COUNTY FARMERS NATIONAL BANK**

If a Corporation

By

**J. Gray Mattern, Jr.**  
**Vice President**

(Title)

ATTEST:

\_\_\_\_\_  
(Title)

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting  
I, ~~Frank B. Johnson~~, 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

Barbara Johnson and Joanne Johnson, Administratrix of the Estate of John B. Johnson,  
Deceased,  
and find as follows:

See photostatic copies attached.

Fee \$5.00 . . . . .

In testimony whereof I have set my hand and  
seal of office this 7th day of April  
A.D., 19 83.

*Beverly J. Michael* RECORDER

# This Indenture

Made the 20th day of February, in the year of our Lord one thousand nine hundred and seventy three (73)

Between JOHN B. JOHNSON, JR. and BARBARA JOHNSON, His Wife, of Bloomsburg R. D. #4, Columbia County, Pennsylvania,

(hereinafter called the Mortgagors), of the first part, and  
THE FIRST NATIONAL BANK OF EASTERN PENNSYLVANIA, Bloomsburg Office, 11 West Market Street, Wilkes-Barre, Pennsylvania, a Corporation duly organized under the laws of the United States of America,

(hereinafter called the Mortgagee), of the second part:

Whereas, the said mortgagor in and by a certain Obligation or Writing obligatory under their hand and seals duly executed, bearing even date herewith, stand bound unto the said mortgagee in the sum of Thirty Two Thousand (\$32,000.00) Dollars -----  
for the money of the United States of America, conditioned for the payment of the just sum of  
Sixteen Thousand (\$16,000.00) Dollars ----- due money as aforesaid,

Sixteen Thousand (\$16,000.00) Dollars payable within twenty  
(20) years from the date hereof, together with interest thereon at the  
rate of seven (7%) per cent per annum. Payment to be made at the rate  
of not less than One Hundred Twenty-four and 05/100 (\$124.05) Dollars  
per month, payable on the 20th day of each and every month beginning  
with the 20th day of March, 1973, with the right and  
privilege on the part of the Mortgagors of paying any additional sum  
with interest at any time.

~~SECTION 1. The Mortgagors shall, from time to time, pay to the Mortgagee~~  
~~without any fraud or further delay; and for the production to the Mortgagee, its Successors, or~~  
~~Assigns, on or before the first day of~~ of each and every year, of receipts for all taxes,  
municipal assessments or charges of the current year assessed upon the mortgaged premises; and also  
for the maintenance of such insurance, then and in such case the whole principal debt aforesaid  
shall, at the option of the said Mortgagee, its Successors, or Assigns, become due and payable im-  
mediately, and payment of said principal sum and all interest thereon, may be enforced and recovered  
at once, anything therein contained to the contrary thereof notwithstanding:

~~SECTION 2. The Mortgagors shall, from time to time, pay to the Mortgagee, its Successors, or~~

~~Assigns, on or before the first day of~~

without any fraud or further delay; and for the production to the Mortgagee, its Successors, or  
Assigns, on or before the first day of of each and every year, of receipts for all taxes,  
municipal assessments or charges of the current year assessed upon the mortgaged premises; and also  
for the maintenance of such insurance, then and in such case the whole principal debt aforesaid  
shall, at the option of the said Mortgagee, its Successors, or Assigns, become due and payable im-  
mediately, and payment of said principal sum and all interest thereon, may be enforced and recovered  
at once, anything therein contained to the contrary thereof notwithstanding:

Sixteen Thousand (\$16,000.00) Dollars -----

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made  
in the payment of principal or interest as aforesaid for the space of thirty days after any  
payment thereof shall fall due, or in such production to the said Mortgagee, its Successors, or  
Assigns, on or before the first day of of each and every year, of such receipts for  
such taxes, municipal assessments or charges, for the current year upon the premises mortgaged,  
or in the maintenance of such insurance, then and in such case the whole principal debt aforesaid  
shall, at the option of the said Mortgagee, its Successors, or Assigns, become due and payable im-  
mediately, and payment of said principal sum and all interest thereon, may be enforced and recovered  
at once, anything therein contained to the contrary thereof notwithstanding:

And Provided further, however, and it is thereby expressly agreed, that if at any time there-  
after, by reason of any default in payment, either of said principal sum at maturity, or of said interest,  
or in production of said receipts for taxes, municipal assessments or charges within the time specified,  
or in the maintenance of such insurance, a Writ of Execution is properly issued upon the judgment  
obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a mortgage foreclosure pro-  
ceeding is properly instituted upon this Indenture of Mortgage, an attorney's commission for collec-  
tion, viz.: 10% per cent., shall be payable, and shall be recovered in addition to all principal and  
interest then due, besides costs of suit, and all expenses of effecting such insurance, as in and by the  
said recited Obligation and the Condition thereof, relation being thereunto had, may more fully and  
at large appear.

**Now this Indenture Witnesseth, That the said Mortgagors , as well for and in consideration of the aforesaid debt or principal sum of**  
**Sixteen Thousand (\$16,000.00) Dollars -----**

*and for better securing the payment of the same, with interest, unto the said Mortgagee , its Successors and Assigns, in discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar unto the said Mortgagor , in hand well and truly paid by the said Mortgagee , at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged,*

*have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Mortgagee , its Successors and Assigns.*

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South  $5-3/4$  degrees West 5.5 rods to a beech on bank of run; thence South  $14-2/4$  degrees West, 9.6 rods to a stone in run; thence South  $58-1/2$  degrees East 1.4 rods; thence South  $32-1/4$  degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North  $74-1/4$  degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North  $24-1/4$  degrees West 10.4 rods to a corner of lands now or formerly of J. M. B. Bardo; thence North  $29-1/2$  degrees East 17.5 rods North  $33-3/4$  degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South  $20-1/4$  degrees West, 19.8 rods; thence South  $11-1/2$  degrees West 21.5 rods; thence South  $1-1/2$  degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South  $42-1/4$  degrees East 11.5 rods to a pine stump, gone; thence South  $65-3/8$  degrees East, 50.5 rods to a butternut; thence South  $77-1/4$  degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

Together with all and singular the Buildings and Improvements, Streets, Lanes, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in anywise appertaining and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Mortgagee, its Successors and Assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and Assigns forever.

And the said Mortgagor and Mortgagee do hereby covenant and agree that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns shall neglect or refuse to keep in force the aforesaid insurance, or pay all taxes, the said Mortgagee, its Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum sufficient to secure payment of the said principal debt in case of fire, and to pay said taxes, and all costs and expenses of effecting such insurance or taxes, shall be added to and become a part of the principal debt in a suit upon this mortgage.

Provided, always nevertheless, that if said Mortgagors, their Heirs, Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid, unto the said Mortgagee, its Successors or Assigns, the aforesaid debt or principal sum of **Sixteen Thousand (\$16,000.00)** on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, and shall produce to the said Mortgagee, its Successors or Assigns, on or before the first day of of each and every year, receipts for all taxes, and municipal assessments or charges of the current year assessed upon the mortgaged premises, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep up the said insurance, that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said recited obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

Provided, also that it shall and may be lawful for the said Mortgagee, its Successors, or Assigns, when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made for the space of **thirty** days in the payment of interest on the said principal sum after any payment thereof shall fall due, or in case there shall be default in the production to the said Mortgagee, its Successors or Assigns, on or before the first day of of each and every year, of such receipts for taxes, municipal assessments or charges of the current year assessed upon the mortgaged premises, or in the maintenance of the insurance as aforesaid, to institute an action of mortgage foreclosure upon this Indenture of Mortgage, and to proceed thereon to judgment and execution for the recovery of the whole of said principal debt and all interest due thereon, together with an attorney's commission for collection, viz.: **10%** per cent, besides costs of suit, and all expenses of effecting such insurance, without further stay, any law, usage or custom to the contrary notwithstanding.

And the said Mortgagors, for themselves, their Heirs, Executors, Administrators and Assigns, hereby waive the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue thereof, and voluntarily condemn the same and authorize the entry of such condemnation upon the writ of Execution and agree that the said real estate may be sold under the same, and also waive and relinquish all benefit of any and every law now in force, or which may be enacted hereafter to exempt from levy and sale on execution the said mortgaged premises or any other property whatsoever, or any part of the proceeds arising from the sale thereof.

In Witness Whereof, the said Mortgagors to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of



  
John B. Johnson, Jr.

  
Barbara A. Johnson

Commonwealth of Pennsylvania

County of COLUMBIA

ss.

On this the 20th day of February Anno Domini 19 73, before me,  
a Notary Public

personally appeared the above named John B. Johnson, Jr. and Barbara Johnson,  
His Wife,

and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their  
act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial

seal the day and year aforesaid.

*Cleveland C. Hummel*

CLEVELAND C. HUMMEL, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires August 20, 1973

I Hereby Certify that the precise residence of the Mortgagee and person entitled to  
interest on this Mortgage is 11 West Market Street, Wilkes-Barre, Pennsylvania.

*Cleveland C. Hummel*

209  
Mortgage

JOHN B. JOHNSON, JR. and

BARBARA JOHNSON, His Wife,

TO

THE FIRST NATIONAL BANK OF

EASTERN PENNSYLVANIA, BLOOMSBURG OFFICE.

Dated, February 20 19 73

RECORDED BY RECORDER  
COLUMBIA CO., PA.  
TAX 50 FEE 5.00  
FEB 21 2 56 PM '73

LAW OFFICES  
CLEVELAND C. HUMMEL  
29 EAST MAIN STREET  
BLOOMSBURG, PENNSYLVANIA

Commonwealth of Pennsylvania

County of Columbia

ss. 2:56 PM

Recorded in the Office for Recording of Deeds in and for

Columbia County

in Mortgage Book

No. 164

page 977

Etc.

Witness my hand and seal of Office this 21st

day of

February

Anno Domini 19 73

BOOK 164 PAGE 930

*John Q. Timbrell*

Recorder

# MORTGAGE

(Direct)

This mortgage made and entered into this 9th day of April, 1973, by and between John Johnson and Barbara Johnson, his wife

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at One Decker Square, Bala Cynwyd, Pa. 19004

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia State of Pennsylvania :

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South  $5-3/4$  degrees West 5.5 rods to a beech on bank of run; thence South  $14-2/4$  West, 9.6 rods to a stone in run; thence South  $58-1/2$  degrees East 1.4 rods; thence South  $32-1/4$  degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North  $74-1/4$  degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North  $24-1/4$  degrees West 10.4 rods to a corner of lands now or formerly of J. M. B. Bardo; thence North  $29-1/2$  degrees East 17.5 rods North  $33-3/4$  degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South  $20-1/4$  degrees West, 19.8 rods; thence South  $11-1/2$  degrees West 21.5 rods; thence South  $1-1/2$  degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South  $42-1/4$  degrees East 11.5 rods to a pine stump, gone; thence South  $65-3/8$  degrees East, 50.5 rods to a butternut; thence South  $77-1/4$  degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

BEING the same property conveyed to the Mortgagor by Deed dated May 5, 1972, of record in Book No. 255, Page 1160, Recorder of Deeds Office Columbia County, Pennsylvania.

In addition to said real property, this mortgage also covers and includes all other real property owned by the mortgagor and used or kept for use in connection with the business of the mortgagor, including all such other real property which may be hereafter acquired by the mortgagor for such use. Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated April 9, 1973 in the principal sum of \$ 16,700.00, signed by John B. Johnson Jr. and Barbara A. Johnson

**WITNESSETH**

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.



3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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 include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at RD #4, Bloomsburg, Pa. 17815  
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at One Decker Square, Bala Cynwyd, Pa. 19004

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

John Johnson (SEAL)

John Johnson  
Barbara Johnson (SEAL)  
Barbara Johnson

Executed and delivered in the presence of the following witnesses:

Cleveland Hummel

Recorded in the Office of the  
of Deeds & c., in and for Columbia County,  
in Book No. 165 at page 832 this  
24 day of Apr. A.D. 1973 at 11:56 AM  
Witness my hand and seal of office  
John Q. Timbrell Recorder

(Add Appropriate Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

On this, the 24th day of April A.D. 1973, before me  
the undersigned officer personally appeared John Johnson and Barbara Johnson known to  
me (or satisfactorily proven) to be the persons whose names are subscribed to the within  
instrument and acknowledged that they executed the same for the purposes therein  
contained.

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

My Commission expires:  
CLEVELAND C. HUMMEL, Notary Public  
Bala Cynwyd, Columbia Co., Pa.

Cleveland Hummel  
Notary Public



4447 344

MORTGAGE

JOHN JOHNSON  
AND  
BARBARA JOHNSON

TO

SMALL BUSINESS ADMINISTRATION

BOOK 165 PAGE 835

RECORDING DATA

REC'D BY RECORDER  
COLUMBIA CO. PA.  
TAX FEE 5.00  
APR 24 11 56 AM '73

RETURN TO: W. EAST

Name U. S. SMALL BUSINESS ADMINISTRATION  
Address LEGAL COUNSEL  
P. O. BOX 100  
WILKES-BARE, PA. 18701

U. S. GOVERNMENT PRINTING OFFICE: 1970 O - 475-515

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 14th day of APRIL 19 83, at 10:15 o'clock A. 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 HARRY B. JAMES, R.D. 1, BOX 175, DANVILLE, MONTOUR COUNTY, PENNSYLVANIA

for the price or sum of \$22,000.00, plus \$125.00 POUNDAGE, \$220.00 REALTY TRANSFER TAX and \$220.00 STATE STAMPS ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$155.25	
	Poundage	<u>125.00</u>	280.25
Press-Enterprise, Inc.			113.00
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County	(a) Deed, Search, etc.		18.50
	(b) State Stamps		220.00
	(c) Realty Transfer Tax		220.00
Col. Co. Tax Claim Bureau - 1981 and 1982 Delinquent Taxes			1,105.73
Marjorie E. Crawford, Tax Collector, Mt. Pleasant Twp. (1983 Col. Co. Taxes)			112.78
FIRST EASTERN BANK, N.A., successor etc. (Plaintiff - Mortgagee, 2-21-73)			13,798.68
SMALL BUSINESS ADMINISTRATION (Mortgagee, Inferior Lien Holder, 4-24-73)			6,643.81
debt @ \$10,505.27 as of 4-14-83)			

FIRST EASTERN BANK, N.A., successor to  
The First National Bank of Eastern Pennsylvania  
vs

BARBARA JOHNSON and JOANNE JOHNSON, Administratrix  
of the estate of JOHN B. JOHNSON, JR., deceased

NO. 1396 of 1982 J.D.  
NO. 12 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
15 APRIL 1983

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

AGREEMENT OF PRIOR LIENHOLDER

DL 443 606 1002 WB

The undersigned hereby represents that it (~~XXX~~) is the owner and holder of a prior lien on certain real estate of **JOHN JOHNSON and BARBARA JOHNSON, his wife**

(hereinafter referred to as "Borrower"), in **COLUMBIA** County,

State of **PENNSYLVANIA**, by virtue of a certain mortgage dated **Feb. 20, 1973**,

recorded in Mortgage Book No. **164**, page **977** in the Recorder of Deeds Office of said county and state, which real estate known as, **E.D. #4, Bloomsburg (14th & West St.)** is more fully described and set forth in the lien instrument which was originally given to secure the payment of \$ **16,000.00** upon which there

remains unpaid principal and accrued interest aggregating \$ **15,956.97** as of the

date hereof. BORROWER IS/IS NOT (strike one) CURRENT IN HIS REPAYMENT OF THIS

INDEBTEDNESS. (If not current, please indicate amount of delinquency: \$ \_\_\_\_\_).

In consideration of a loan in the approximate amount of \$ **16,700.00** to be

made by **SMALL BUSINESS ADMINISTRATION** (hereinafter referred to as "SBA") to Borrower, which loan is, or will be, secured by an inferior lien upon the real estate covered by the above described lien instrument, the undersigned does hereby covenant and agree as follows:

1. That if said prior lien instrument contains a clause intended to secure future advances to Borrower, the undersigned hereby subordinates to the lien of SBA any right to make future advances under such clause. However, it is specifically agreed and understood that this instrument shall not be construed as a subordination of the lien held by the undersigned except to the extent of the rights, if any, conferred in said lien instrument as to the privilege of making future advances to be secured by said lien. This agreement is not applicable to advances to preserve security, i.e., tax payments, insurance premiums, etc.

2. If said prior lien instrument contains a clause prohibiting the Borrower from further mortgaging the land therein described, such provisions are hereby waived as to said loan made by SBA.

3. That should foreclosure of said prior lien be commenced pursuant to a power of sale, if any, contained in said lien instrument, to give SBA written notice of the commencement of such foreclosure, which notice shall be delivered or forwarded by registered mail to **SMALL BUSINESS ADMINISTRATION**, 1 Decker Square, East Lobby, Bala Cynwyd, Pa. at least fifteen days prior to the date of commencement of such foreclosure.

IT IS UNDERSTOOD AND AGREED that in the event said loan is not completed and made by SBA to Borrower, this agreement shall be null and void, otherwise to remain in full force and effect.

Executed and delivered this **26th** day of **April 1973**

**FIRST NATIONAL BANK OF EASTERN PA.**  
~~COLUMBIA COUNTY FARMERS NATIONAL BANK~~

If a Corporation.

By

**J. Gray Mattern, Jr.**  
**Vice President**

(Title)

ATTEST:

\_\_\_\_\_  
(Signature)

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 14th day of APRIL 19 83, at 10:15 o'clock A. 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 HARRY B. JAMES, R.D. 1, BOX 175, DANVILLE, MONTOUR COUNTY, PENNSYLVANIA

for the price or sum of \$22,000.00, plus \$125.00 POUNDAGE, \$220.00 REALTY TRANSFER TAX and \$220.00 STATE STAMPS ----- 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

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debt @ \$10,505.27 as of 4-14-83)			
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The First National Bank of Eastern Pennsylvania			
vs			

BARBARA JOHNSON and JOANNE JOHNSON, Administratrix  
of the estate of JOHN B. JOHNSON, JR., deceased  
NO. 1396 of 1982 J.D.  
NO. 12 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa.  
15 APRIL 1983

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff



U.S. GOVERNMENT  
**SMALL BUSINESS ADMINISTRATION**  
PHILADELPHIA DISTRICT OFFICE  
REGION III  
SUITE 400 EAST LOBBY  
ONE BALA CYNWYD PLAZA  
231 ST. ASAPHS ROAD  
BALA CYNWYD, PENNSYLVANIA 19004

April 15, 1983

Columbia County Sheriff's Department  
Courthouse Building  
Bloomsburg, PA 17815

Attention: A.J. Zale, Chief Deputy Sheriff

RE: John B. Johnson

Dear Mr. Zale:

As you requested in our telephone conversation of April 14, 1983, what follows is confirmation of the payoff figure given verbally at that time.

The principal balance due this Agency on our mortgage on the Johnson property is \$10,505.71. This figure is good as of April 14, 1983. For every day thereafter, add \$.28 in interest.

If you require any further information on this matter, please contact me at (215) 596-0276 between the hours of 7:30 a.m. and 4:00 p.m. on any business day.

Sincerely,

Ronald A. Kenwood  
Loan Officer  
Liquidation Division

---

\$6,643.81 forwarded 4/26/83. Memo sent via copy of Schedule of Distribution to Ronald A. Kenwood.

OFFICE OF THE SHERIFF  
COL. J. J. COON  
APR 17 10 09 AM '83  
CHIEF DEPUTY

*Law Offices*  
**FRANK C. BAKER**  
149 E. MAIN STREET  
BLOOMSBURG, PA. 17815  
(717) 387-0557

April 11, 1983

Sheriff  
Columbia County Courthouse  
Bloomsburg, PA 17815

RE: Estate of John Johnson  
Sheriff Sale

Dear Sheriff:

I am writing on behalf of Mt. Pleasant Township concerning the premises being sold in the above referenced Sheriff Sale.

The Supervisors of Mt. Pleasant Township have instructed me to request that you announce at the time of sale that the salvage yard presently on the premises is in violation of the law and cannot continue.

Thank you for your cooperation.

Sincerely yours,

  
Frank C. Baker

ad  
cc: Ethel C. Laycock, Secretary  
Mt. Pleasant Township

OFFICE OF THE SHERIFF  
COL. J. J. COOK, JR.  
APR 13 3 51 PM '83  
SHERIFF  
CHIEF DEPUTY

*Law Offices*  
**FRANK C. BAKER**

149 E. MAIN STREET  
BLOOMSBURG, PA. 17815

(717) 387-0557

April 11, 1983

Sheriff  
Columbia County Courthouse  
Bloomsburg, PA 17815

RE: Estate of John Johnson  
Sheriff Sale

Dear Sheriff:

I am writing on behalf of Mt. Pleasant Township concerning the premises being sold in the above referenced Sheriff Sale.

The Supervisors of Mt. Pleasant Township have instructed me to request that you announce at the time of sale that the salvage yard presently on the premises is in violation of the law and cannot continue.

Thank you for your cooperation.

Sincerely yours,



Frank C. Baker

ad



HARRY B. JAMES  
R.D. 1, BOX 175  
DANVILLE, PA. 17821

102

No

4-21 1953

60-574/313

PAID TO THE  
ORDER OF

Sheriff of Columbia County

\$ 11565.00

Eleven thousand five hundred sixty five and no 100/100



THE FIRST NATIONAL BANK  
DANVILLE, PENNA.

MONEY MARKET PLUS

Execution #12  
Henn Johnson Estate in full

Harry B. James

⑆031305745⑆ 209⑈148⑈6⑈

Jim H. H. H.

4/21/53

1st of 1000

See check & will with  
letter you in - few days

CS O'Neil

AGREEMENT OF PRIOR LIENHOLDER

DL 443 606 1002 WB

The undersigned hereby represents that it (~~XXX~~) is the owner and holder of a prior lien on certain real estate of **JOHN JOHNSON and BARBARA JOHNSON, his wife**

(hereinafter referred to as "Borrower"), in **COLUMBIA** County, State of **PENNSYLVANIA**, by virtue of a certain mortgage dated **Feb. 20, 1973**,

recorded in Mortgage Book No. **164**, page **977** in the Recorder of Deeds Office of said county and state, which real estate known as, **P.D. #4, Bloomsburg (~~14th & West St.~~)** is more fully described and set forth in the lien instrument which was originally given to secure the payment of \$ **16,000.00** upon which there

remains unpaid principal and accrued interest aggregating \$ **15,956.97** as of the

date hereof. BORROWER IS/IS NOT (strike one) CURRENT IN HIS REPAYMENT OF THIS

INDEBTEDNESS. (If not current, please indicate amount of delinquency: \$ \_\_\_\_\_).

In consideration of a loan in the approximate amount of \$ **16,700.00** to be

made by **SMALL BUSINESS ADMINISTRATION** (hereinafter referred to as "SBA") to Borrower, which loan is, or will be, secured by an inferior lien upon the real estate covered by the above described lien instrument, the undersigned does hereby covenant and agree as follows:

1. That if said prior lien instrument contains a clause intended to secure future advances to Borrower, the undersigned hereby subordinates to the lien of SBA any right to make future advances under such clause. However, it is specifically agreed and understood that this instrument shall not be construed as a subordination of the lien held by the undersigned except to the extent of the rights, if any, conferred in said lien instrument as to the privilege of making future advances to be secured by said lien. This agreement is not applicable to advances to preserve security, i.e., tax payments, insurance premiums, etc.

2. If said prior lien instrument contains a clause prohibiting the Borrower from further mortgaging the land therein described, such provisions are hereby waived as to said loan made by SBA.

3. That should foreclosure of said prior lien be commenced pursuant to a power of sale, if any, contained in said lien instrument, to give SBA written notice of the commencement of such foreclosure, which notice shall be delivered or forwarded by registered mail to **SMALL BUSINESS ADMINISTRATION, 1 Decker Square, East Lobby, Bala Cynwyd, Pa.** at least fifteen days prior to the date of commencement of such foreclosure.

IT IS UNDERSTOOD AND AGREED that in the event said loan is not completed and made by SBA to Borrower, this agreement shall be null and void, otherwise to remain in full force and effect.

Executed and delivered this **26th** day of **April 1973**

**FIRST NATIONAL BANK OF EASTERN PA.**  
~~COLUMBIA COUNTY FARMERS NATIONAL BANK~~

If a Corporation

By

**J. Gray Hatten, Jr.**  
Vice President

(Title)

ATTEST:

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)

Barbara Johnson & Joanne Johnson, Administratrix of the Estate of John B. Johnson, Jr., deceased, by GRANTOR (S) The SHERIFF of Columbia Co. ADDRESS ZIP CODE

Harry B. James GRANTEE (S) R.D. 1, Box 175, Danville, Pa. ADDRESS 17821 ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. 4, Bloomsburg R.D. STREET & NUMBER OR OTHER DESCRIPTION Mount Pleasant Township NAME OF LOCAL GOVERNMENTAL UNIT Columbia COUNTY

FULL CONSIDERATION \$ 22,000.00 HIGHEST ASSESSED VALUE \$ 4110.00

FAIR MARKET VALUE \$ 12,330.00 REALTY TRANSFER TAX PAID \$ 220.00

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

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, Courthouse Bldg., Bloomsburg - Sheriff

SUCCESSFUL BIDDER NAME Harry B. James, R.D. 1, Box 175, Danville, Montour Co., Pa. ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 4110.00
JUDGEMENT PLUS INTEREST	\$ 13,798.68		
BID PRICE		\$ 22,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 13,798.68	\$ 22,000.00	\$ 4110.00

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.

*[Signature]*  
☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

# 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 14th day of APRIL 19 83, at 10:15 o'clock A. 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 HARRY B. JAMES, R.D. 1, BOX 175, DANVILLE, MONTGOMERY COUNTY, PENNSYLVANIA for the price or sum of \$22,000.00, plus \$125.00 POUNDAGE, \$220.00 REALTY TRANSFER TAX and \$220.00 STATE STAMPS ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$155.25	
	Poundage	<u>125.00</u>	280.25
Press-Enterprise, Inc.			113.00
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County	(a) Deed, Search, etc.		18.50
	(b) State Stamps		220.00
	(c) Realty Transfer Tax		220.00
Col. Co. Tax Claim Bureau - 1981 and 1982 Delinquent Taxes			1,105.73
Marjorie E. Crawford, Tax Collector, Mt. Pleasant Twp. (1983 Col. Co. Taxes)			112.78
FIRST EASTERN BANK, N.A., successor etc. (Plaintiff - Mortgagee, 2-21-73)			13,798.68
SMALL BUSINESS ADMINISTRATION (Mortgagee, Inferior Lien Holder, 4-24-73)			6,643.81
debt @ \$10,305.27 as of 4-14-83)			
FIRST EASTERN BANK, N.A., successor to			
The First National Bank of Eastern Pennsylvania			

vs

BARBARA JOHNSON and JOANNE JOHNSON, Administratrix  
of the estate of JOHN B. JOHNSON, JR., deceased

NO. 1396 of 1982 J.D.  
NO. 12 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }

15 APRIL 1983

So answers

*Victor B Vandling*  
VICTOR B. VANDLING

Sheriff

First Eastern Bank

VS

Johnson, Barbara + Jeanne, et.THURSDAY, APRIL 14, 1983NO. 12-1983 E.D.WRIT OF EXECUTION:

Judgement --- Principal

\$ 11,223.10

Escrow

578.90Interest from 5/20/82 to 12/8/82484.82

Real Estate Tax

Interest from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

Attorneys' Fee

1,222.25Total ... \$ 13,449.07 \$ 13,449.07INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00 Pd.

Pro. Pd.

15.00 Pd.

Shff. V.

33.75 Pd.

Judg. Fee

9.00 Pd.

Atty. Fee

Satisfaction

Total ... \$ 72.75 \$ 72.75SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

15.00

Postage

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

15.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

29.50

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing &amp; registering)

20.0050.00Total... \$ 155.25 \$ 155.25

Morning Press (Ads)

\$ 113.00

Berwick Enterprise (Ads)

Henrie Printing

37.25Total ... \$ 150.25 \$ 150.25

Prothonotary - List of Liens

\$ 10.00

Deed

5.00Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 18.50\$ 18.5013.50 5.00REAL ESTATE TAXES:Borough/Twp. & County Taxes, 1983\$ 112.78School Taxes, District \_\_\_\_\_, 1981 + 821105.73

Parcel #2

Total ... \$ 1218.51 \$ 1218.51SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 19\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

TOTAL TAXES & COSTS ----- \$ 1357.51BUYER: Harold H. JonesBID PRICE: \$ 22,000.00 POUNDAGE \$ 125.00DEED IN NAME OF: Harold H. Jones, R.D. 1, Box 175, Danville, Va.REALTY TRANSFER TAX \$ 220. STATE STAMPS \$ 220.00

Sheriff Sale-Johnson \$113.00

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 12 of 1983 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 Court House, Sheriff's Office, Bloomsburg, Columbia County, Pa., on:

Thurs., Apr 14, 1983  
at 10:15 o'clock a.m.

In the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South 5 1/4 degrees West 5.5 rods to a beech on bank of run; thence South 14 2/4 degrees West, 9.6 rods to a stone in run; thence South 58 1/4 degrees East 1.4 rods; thence South 32 1/4 degrees West 2 rods to a corner in Little Fishing Creek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North 74 1/4 degrees West 47 rods; North 62 degrees West, 25.5 rods; North 31 degrees West 11.8 rods; North 24 1/4 degrees West

.....Paul R. Eyerly, III, being duly sworn according to law de that The Morning Press is a newspaper of general circulation with its principal of business in the Town of Bloomsburg, County of Columbia and State of Pe was established on the 1st day of March, 1902, and has been published daily (e and Legal Holidays). continuously in said Town, County and State since the d; lishment; that hereto attached is a copy of the legal notice or advertisement in titled proceeding which appeared in the issue of said newspaper on..... March 23, 30 April 6....., 1983.....exactly as printed and publi affiant is one of the owners and publishers of said newspaper in which legal ad notice was published; that neither the affiant nor The Morning Press are interes

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

6126

PAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

One Hundred-Thirteen and 00/100

\$ 113.00

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Eastern Bank vs Johnson  
No. 12 of 1983 E.D.  
Legal Ads

031305936

Victor B. Vandling

57281000

05

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

Pennsylvania, by  
BARBARA JOHNSON and  
JOANNE JOHNSON,  
Administratrix of the  
Estate of John B. Johnson, Jr., Deceased, and  
will be sold by the Sheriff of Columbia County.

Victor B Vandling  
Sheriff

Robert Spielman, Atty.  
Mar 23, 30, Apr 6

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

.....Paul R. Eyerly, III...., being duly sworn according to law d  
that The Morning Press is a newspaper of general circulation with its principal  
of business in the Town of Bloomsburg, County of Columbia and State of Pe  
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 d  
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titled proceeding which appeared in the issue of said newspaper on.....  
.....March 23, 30 April 6....., 1983.....exactly as printed and publi  
affiant is one of the owners and publishers of said newspaper in which legal ac  
notice was published; that neither the affiant nor The Morning Press are interes  
ject matter of said notice and advertisement, and that all of the allegations in  
statement as to time, place, and character of publication are true.

*Paul R. Eyerly, III*

Sworn and subscribed to before me this *1st* day of *April*

*Matthew J. Crime*

(Notary Publ

My Commission Expires

MATTHEW J. CRIME, NOTARY PUBLIC  
BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1984

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

SHERIFF'S SALE

By virtue of a Writ of Execution No. 12 of 1983 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 Court House, Sheriff's Office, Bloomsburg, Columbia County, Pa.

Thurs., Apr 14, 1983  
at 10:15 o'clock a.m.

In the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South 5 1/4 degrees West 5.5 rods to a beech on bank of run; thence South 14 2/4 degrees West 9.6 rods to a stone in run; thence South 58 1/2 degrees East 1.4 rods; thence South 32 1/2 degrees West 2 rods to a corner in Little Fishing Creek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North 74 1/4 degrees West 47 rods; North 62 degrees West, 25.5 rods; North 31 degrees West 11.8 rods; North 24 1/4 degrees West 10.4 rods to a corner of lands now or formerly of J.M.B. Bardo; thence North 29 1/2 degrees East 17.5 rods North 33 1/4 degrees East 60.4 rods to the middle of County Bridge over Little Fishing Creek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South 20 1/4 degrees West, 19.8 rods; thence South 11 1/2 degrees West 21.5 rods; thence South 1 1/2

exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of First Eastern Bank N.A., Successor to the First National Bank of Eastern Pennsylvania, against BARBARA JOHNSON and JOANNE JOHNSON, Administratrix of the Estate of John B. Johnson, Jr., Deceased, and will be sold by the Sheriff of Columbia County.

Victor B Vandling  
Sheriff

Robert Spielman, Atty.  
Mar 23, 30, Apr 6



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

First Eastern Bank, NA.

VS

Barbara and Joanne Johnson

**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. 12 of 1983 ED.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 11, 1983 at 5:30 P.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Barbara and Joanne Johnson  
RD#4, Bloomsburg, Penna. (estate of John B. Johnson)  
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Delbert Doty

So Answers:

*Delbert Doty*  
Delbert Doty

Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
14 day of March 1983

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

First Eastern Bank, NA.

VS

Barbara and Joanne Johnson

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. 12 of 1983 ED.

WRIT OF EXECUTION

SERVICE ON Joanne Johnson

ON March 14, 1983 at 1:00 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,  
Joanne Johnson at Her residence RD#4, Bloomsburg, Penna. 17815  
/Messina Trl. Ct.

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 Answered  
Delbert Doty  
Deputy Sheriff

For:  
Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 14 day of March  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

First Eastern Bank, N.A.

VS

Barbara Johnson

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

NO. 12 of 1983 E.D.

WRIT OF EXECUTION

SERVICE ON Barbara Johnson

ON March 14, 1983 at 10:30 A.M., a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Barbara Johnson at her residence

3327 Old Berwick Rd., Bloomsburg, Lee F. Mensinger

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

So Answers:

Lee F. Mensinger  
Deputy Sheriff

Lee F. Mensinger

For:  
Victor B. Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 14th day of March  
1983

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1983 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 COURT HOUSE, SHERIFF'S OFFICE, BLOOMSBURG, COLUMBIA COUNTY, PA., ON

THURSDAY, APRIL 14, 1983

at 10:15 O'clock A.M.

In the forenoon of the said day, all the right, title, and interest of the defendants in and to:

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South 5-3/4 degrees West 5.5 rods to a beech on bank of run; thence South 14-2/4 degrees West, 9.6 rods to a stone in run; thence South 58-1/2 degrees East 1.4 rods; thence South 32-1/4 degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North 74-1/4 degrees West 47 rods; North 62 degrees West, 25.5 rods; North 31 degrees West 11.8 rods; North 24-1/4 degrees West 10.4 rods to a corner of lands now or formerly of J.M.B Bardo; thence North 29-1/2 degrees East 17.5 rods North 33-3/4 degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South 20-1/4 degrees West, 19.8 rods; thence South 11-1/2 degrees West 21.5 rods; thence South 1-1/2 degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South 42-1/4 degrees East 11.5 rods to a pine stump, gone; thence South 65-3/8 degrees East, 50.5 rods to a butternut; thence South 77-1/4 degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 15, 1983 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of First Eastern Bank, N.A., Successor to the First National Bank of Eastern Pennsylvania, against Barbara Johnson and Joanne Johnson, Administratrix of the Estate of John B. Johnson, Jr., Deceased, and will be sold by the Sheriff of Columbia County.

VICTOR B. VANDLING, Sheriff

Robert Spielman, Attorney

Copies to: Henrie Printing 2/24/83  
MP (only) Legal Ads, Wed., Mar 23, 30 & Apr 6, 1983. Affidavit requested.  
Marjorie Crawford, Tax Collector Mt. Pleasant Twp., RD 4, Blbg. (3/14/83)

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINSTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
:  
:  
:  
: NO. 1396 of 1982  
:  
: IN MORTGAGE FORECLOSURE

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA     )  
                                  ) SS:  
COUNTY OF COLUMBIA        )

ROBERT SPIELMAN, being duly sworn according to law, deposes  
and says that he is the attorney for First Eastern Bank, N.A., Successor  
to the First National Bank of Eastern Pennsylvania, Plaintiffs in the  
above captioned action, and that to the best of his knowledge, infor-  
mation and belief the names and addresses of the Defendants, Barbara  
Johnson and Joanne Johnson, the owners or reputed owners in the above  
captioned matter are:

Barbara Johnson  
210 Wirt Street  
Bloomsburg, PA 17815

Joanne Johnson  
R.D.#4  
Bloomsburg, PA 17815

  
\_\_\_\_\_  
ATTORNEY FOR PLAINTIFFS

Sworn and subscribed to  
before me this 16<sup>th</sup> day  
of February, 1983.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 3-6-86

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South  $5\frac{3}{4}$  degrees West 5.5 rods to a beech on bank of run; thence South  $14\frac{2}{4}$  degrees West, 9.6 rods to a stone in run; thence South  $58\frac{1}{2}$  degrees East 1.4 rods; thence South  $32\frac{1}{4}$  degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North  $74\frac{1}{4}$  degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North  $24\frac{1}{4}$  degrees West 10.4 rods to a corner of lands now or formerly of J.M.B

Bardo; thence North  $29\frac{1}{2}$  degrees East 17.5 rods North  $33\frac{3}{4}$  degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South  $20\frac{1}{4}$  degrees West, 19.8 rods; thence South  $11\frac{1}{2}$  degrees West 21.5 rods; thence South  $1\frac{1}{2}$  degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South  $42\frac{1}{4}$  degrees East 11.5 rods to a pine stump, gone; thence South  $65\frac{3}{8}$  degrees East, 50.5 rods to a butternut; thence South  $77\frac{1}{4}$  degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1983 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 COURT HOUSE, SHERIFF'S OFFICE, BLOOMSBURG, COLUMBIA COUNTY, PA., ON

THURSDAY, APRIL 14, 1983

at 10:15 O'clock A.M.

In the forenoon of the said day, all the right, title, and interest of the defendants in and to;

ALL THAT CERTAIN tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner in the public road in the Village of Mordansville; thence by a run South  $5\frac{3}{4}$  degrees West 5.5 rods to a beech on bank of run; thence South  $14\frac{2}{4}$  degrees West, 9.6 rods to a stone in run; thence South  $58\frac{1}{2}$  degrees East 1.4 rods; thence South  $32\frac{1}{4}$  degrees West 2 rods to a corner in Little Fishingcreek; thence up the same the following courses and distances: North 76 degrees West, 56.3 rods; North  $74\frac{1}{4}$  degrees West 47 rods; North 62 degrees West; 25.5 rods; North 31 degrees West 11.8 rods; North  $24\frac{1}{4}$  degrees West 10.4 rods to a corner of lands now or formerly of J.M.B Bardo; thence North  $29\frac{1}{2}$  degrees East 17.5 rods North  $33\frac{3}{4}$  degrees East 60.4 rods to the middle of County Bridge over Little Fishingcreek; thence South 45 degrees East 5 rods; thence by the middle of the public road leading from Mordansville to Millville and adjoining Tract No. 2 South  $20\frac{1}{4}$  degrees West, 19.8 rods; thence South  $11\frac{1}{2}$  degrees West 21.5 rods; thence South  $1\frac{1}{2}$  degrees West 17.2 rods; thence South 22 degrees East 10 rods; thence South  $42\frac{1}{4}$  degrees East 11.5 rods to a pine stump, gone; thence South  $65\frac{3}{8}$  degrees East, 50.5 rods to a butternut; thence South  $77\frac{1}{4}$  degrees East 48 rods to the place of beginning. Containing 25 acres, more or less. Upon which are erected a frame dwelling house, etc.

Excepting and Reserving Therefrom the right of way of the railroad as now reserved and conveyed from said land.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 15, 1983 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of First Eastern Bank, N.A., Successor to the First National Bank of Eastern Pennsylvania, against Barbara Johnson and Joanne Johnson, Administratrix of the Estate of John B. Johnson, R., Deceased, and will be sold by the Sheriff of Columbia County.

VICTOR B. VANDLING, Sheriff

Robert Spielman, Attorney

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINSTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
:  
:  
: NO. 1396 of 1982  
:  
: IN MORTGAGE FORECLOSURE

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your

exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT  
ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT  
AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET  
FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL  
HELP.

Susquehanna Legal Services  
36 West Main Street  
Bloomsburg, PA 17815  
Telephone: 784-8760



MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

FIRST EASTERN BANK, N.A.  
SUCCESSOR TO THE FIRST  
NATIONAL BANK OF EASTERN  
PENNSYLVANIA

VS.

BARBARA JOHNSON AND  
JOANNE JOHNSON, ADMINISTRATRIX OF THE  
ESTATE OF JOHN B. JOHNSON, JR.,  
DECEASED

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - LAW  
:  
:  
:  
: NO. 1396 -- 1982  
:  
: IN MORTGAGE FORECLOSURE

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of  
property from levy or attachment:

(1) From my personal property in my possession  
which has been levied upon:

(a) I desire that my \$300 statutory exemption be

☒ (i) Set aside in kind (specify property to  
be set aside)

☒ (ii) paid in cash following the sale of the  
property levied upon; or

(b) I claim the following exemption (specify  
property and basis of exemption):

(2) From my property which is in the possession of a  
third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ☒ in cash;

☒ in kind (specify property) \_\_\_\_\_

(b) Social Security benefits on deposit in the  
amount of \$\_\_\_\_\_;

(c) other (specify amount and basis of exemption):  
\_\_\_\_\_

I request a prompt court hearing to determine the  
exemption. Notice of the hearing should be given to me at

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone no.)

I verify that the statements made in this Claim for  
Exemption are true and correct. I understand that false state-  
ments herein are made subject to the penalties of 18 Pa. C.S.  
§ 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

\_\_\_\_\_  
Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE  
SHERIFF OF COLUMBIA COUNTY, COURT HOUSE,  
BLOOMSBURG, PA 784-1991 (TELEPHONE)