

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 21ST day of JULY 1983, at 10:45 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 SUSQUEHANNA SAVINGS, A Division of ATLANTIC FINANCIAL FEDERAL for the price or sum of Seven Hundred Fifty Seven and 30/100 (\$757.30) plus Fifteen and 15/100 (\$15.15) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$93.57	
	Poundage	15.15	
			\$108.72
Press-Enterprise, Inc.			96.80
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			19.50
Harold W. Sharrow, Tax Collector for S. Centre Twp. (1983 Col. Co. Taxes)			76.47
Col. Co. Tax Claim Bureau (1981 Delinquent taxes)			419.71

SUSQUEHANNA SAVINGS ASSOC. now known as SUSQUEHANNA SAVINGS, a division of Atlantic Financial Fed.

vs

LARUE E. LAWTON and MARGARET J. LAWTON, h/w

NO. 344 of 1983 J.D.  
NO. 31 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
25 JULY 1983 }

So answers

Victor B Vandling Sheriff  
VICTOR B. VANDLING

SUSQUEHANNA SAVINGS	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION, now known as	:	
Susquehanna Savings, a division	:	OF COLUMBIA COUNTY
of Atlantic Financial Federal	:	
	:	CIVIL ACTION-LAW
Plaintiff	:	
	:	Action of Mortgage Foreclosure
vs.	:	
	:	
LARUE E. LAWTON AND	:	
MARGARET J. LAWTON, h/w	:	
	:	
Defendants	:	No. 344 of 1983

NOTICE OF SHERIFF'S SALE OF  
REAL ESTATE

TO: Larue E. Lawton and Margaret J. Lawton, 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, Columbia  
County Court House, Bloomsburg, Pa., on JULY 7, 1983 at 10:00  
o'clock ~~PM~~ <sup>A.M.</sup> ~~afternoon~~ <sup>forenoon</sup> of the said day, all your right, title and interest in and  
to ALL that certain piece or parcel of land situate in the Township of South Centre,  
County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located at the northeastern corner of the inter-

section between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Patton, Registered Surveyor, dated Jan 13, 1973.

BEING the same premises conveyed by Larue E. Lawton and Margaret J. Lawton, his wife, to Margaret J. Lawton, by deed dated August 19, 1974 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 268, page 810.

IMPROVED with a single family dwelling which has the address of 212 Bissets Lane, Bloomsburg, South Centre Township, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on July 11, 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.

  
\_\_\_\_\_  
JOSEPH SERLING, ESQ.  
Atty. for Plaintiff

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LUZERNE :

Gerald E. Daney being duly sworn according

to law, does depose and say that he did, upon request of  
Susquehanna Savings Assoc. now known as  
Susquehanna Savings, a division of Atlantic Financial Federal

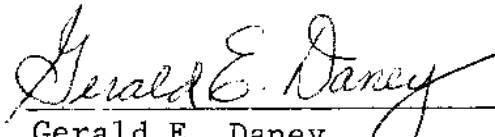
investigate the status of Larue E. and Margaret J. Lawton

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

1940; and that he made such investigation personally \_\_\_\_\_

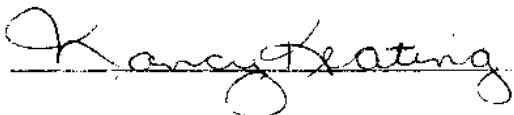
\_\_\_\_\_ and your affiant avers that \_\_\_\_\_

\_\_\_\_\_ they ~~is~~ are not now, nor ~~were~~ 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.

  
Gerald E. Daney

Sworn to and subscribed before me

this 16th day of May, 1983.

  
\_\_\_\_\_

My Commission Expires:

NANCY KEATING  
Notary Public, Gearysville, Luzerne County  
My Commission Expires March 2, 1987

SUSQUEHANNA SAVINGS  
ASSOCIATION, now known as :  
Susquehanna Savings, a  
division of Atlantic Financial :  
Federal

Plaintiff

vs.

LARUE E. LAWTON AND  
MARGARET J. LAWTON, h/w :

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

No. 344 of 1983

AFFIDAVIT OF WHEREABOUTS OF  
DEFENDANTS

ROBERT RUCH being duly sworn according to law deposes and says  
that he is the Manager of the Delinquent Loan Department of Susquehanna  
Savings, a division of Atlantic Financial Federal and as such is authorized  
to make this Affidavit in its behalf; that to the best of his personal knowledge  
information and belief, the names and last known address for the Defendants  
is as follows: Larue E. Lawton R 4065 Old Berwick Rd., Bloomsburg, Pa.  
and Margaret J. Lawton 39 Vine St., Danville, Pa. (apt 2).

Robert Ruch  
ROBERT RUCH

Sworn to and subscribed  
before me this 3 day  
of May, 1983.

Jane R. Smith  
Notary Public

My Commission Expires:

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

TERM  
SESS. 19\_\_\_\_\_

M Sheriff

**vs.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

# LIST OF LIENS

## VERSUS

Larue E. Lawton and Margaret J. Lawton, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

First Eastern Bank, NA

versus

Larue E. & Margaret Lawton

No. 466 of Term, 19 79  
Real Debt ||\$ 1948.00  
Interest from 3-19-79 ||  
Commission ||  
Costs ||  
Judgment entered 3-19-79  
Date of Lien 3-19-79  
Nature of Lien Transcript of Judgment

Agway Employees Federal Credit

Union

versus

Margaret J. Lawton

No. 844 of Term, 19 82  
Real Debt ||\$ 1212.53  
Interest from 7-21-82 ||  
Commission ||  
Costs ||  
Judgment entered 7-21-82  
Date of Lien 7-21-82  
Nature of Lien Transcript of Judgment

Susquehanna Savings Assoc.,  
now known as Susquehanna  
Savings, a div. of Atlantic  
Financial Federal

versus

Larue E. & Margaret J. Lawton

No. 344 of Term, 19 83  
Real Debt ||\$35,866.02  
Interest from 2-25-83 ||  
Commission ||  
Costs ||  
Judgment entered 5-23-83  
Date of Lien 2-25-83  
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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Beishner~~ 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

Larue E. Lawton and Margaret J. Lawton, His Wife,

and find as follows:

See Photostatic Copies attached.

Fee . \$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 28th day of June  
A.D., 19 83.

*Beverly J. Michael* Acting  
RECORDER



# MORTGAGE

THIS MORTGAGE is made this 23d day of May 1977, between the Mortgagor, LARUE E. LAWTON and MARGARET J. LAWTON, 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 Thirty thousand (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 23, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 23, 2002

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

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

BEGINNING at an iron pin located at the northeastern corner of the intersection between Smith Street and Rhodes Street; THENCE along the eastern right-of-way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right-of-way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Patton, Registered Surveyor, dated January 13, 1973.

BEING the same premises conveyed by Larue E. Lawton and Margaret J. Lawton, his wife, to Margaret J. Lawton, the Female Mortgagor herein, by deed dated August 19, 1974 and recorded in the office of the Recorder of Deeds in and for Columbia County in Deed Book 268, Page 810.

IMPROVED with a single family dwelling

which has the address of 212 Bissets Lane, Bloomsburg, South Centre Township, Columbia County, Pennsylvania (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 (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

**18. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Larue E. Lawton*  
Larue E. Lawton — Borrower  
*Margaret J. Lawton*  
Margaret J. Lawton — Borrower

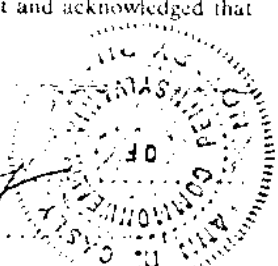
COMMONWEALTH OF PENNSYLVANIA, \_\_\_\_\_ County ss:

On this, the 23rd day of May, 1977, before me, \_\_\_\_\_  
the undersigned officer, personally appeared LARUE E. LAWTON and  
MARGARET J. LAWTON, his wife, known to me (or satisfactorily  
proven) to be the person s, whose names are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes herein contained.

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

My Commission expires:

*Ann R. Casey*  
ANN R. CASEY, Notary Public  
Bloomington, Columbia Co., Pa.  
My Commission Expires for term of 2 years, 1981.  
Title of Officer



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

Joseph Serling, Attorney for Mortgagee

Columbia

Recorded in the Office for Recording of Deeds in and for the County of COLUMBIA, Commonwealth of Penn-  
sylvania in Mortgage Book No. 183 Page 1009, etc.

Witness my hand and Seal of Office this

25th day of May, 1977

10:29 a.m.

*Martin G. Bower*

REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$50  
FEE \$7.50  
MAY 23 29 MAY '77

No. 352	<b>Mortgage</b>	LARUE E. LAWTON and MARGARET J. LAWTON, his wife,	TO	Susquehanna Savings Association	DATE: May 1977	PREMISES: 212 Bissetts Lane, Bloomington, South Centre Township, Pennsylvania	REAL DEBT: \$30,000.00	MONTHLY PAYMENT: 246.65	Record and Return to	Joseph Serling Attorney for Association	960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania
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183 1012

2

# MORTGAGE

THIS MORTGAGE, entered into this 4th day of October 1979, between Margaret J. Lawton and Lorne E. Lawton hereinafter called "Mortgagors" and Bloomsburg Bank - Columbia Trust Company, a Pennsylvania corporation having an office and place of business at 11 West Main Street, Bloomsburg, Columbia County, Pennsylvania 17815, hereinafter called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note of \$19,899.60, (and/or any renewal, refinancing or extension thereof, or other promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following real estate situate in the (City) So. Centre County of Columbia (Township) of the Commonwealth of Pennsylvania, BEING premises known and designated as 4041 Smith St., Almedia, Bloomsburg, Pa. 17815

Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the Office for the Recording of Deeds in said County in Deed Book No.       , Page       , as said premises are therein described.

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Margaret J. Lawton  
Lorne E. Lawton

Margaret J. Lawton (SEAL)  
Lorne E. Lawton (SEAL)

1979 OCT 555 (SEAL)

PA 11

White - Record

Canary - Borrower

Pink - File Copy

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

On this 4th day of October 1979, before me, a Notary Public, came the above named Margaret J. Lawton & Larue E. Lawton

Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

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

*Sandra K. [Signature]*  
My Commission Expires  
MY COMMISSION EXPIRES  
JULY 25 1980  
NOTARY PUBLIC  
SANDRA K. [Signature]

CERTIFICATE OF RESIDENCE

I, Gary Kinney, Asst. Treas. of Bloomsburg Bank - Columbia Trust Company.  
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 11 West Main Street, Bloomsburg, Pennsylvania 17815.

*Gary Kinney*  
Agent of Mortgagee

RECORDED  
COLUMBIA CO. PA.  
TAX \$0.50 FEE \$2.50  
OCT 16 9 09 AM '79

#194

COMMONWEALTH  
OF PENNSYLVANIA

MORTGAGE

(Name of Mortgagor(s))

BLOOMSBURG BANK -  
COLUMBIA TRUST COMPANY  
MORTGAGEE  
11 West Main Street  
Bloomsburg, Pennsylvania 17815

Mortgaged Premises:

Street Address

City, Borough or Township

Post Office

COMMONWEALTH OF PA.  
COUNTY OF Columbia } 8:09 a.m.

RECORDED on this 16th day  
of Oct., 1979, in the

Office for the Recording of Deeds of said County,  
Vol. Book No. 197 Page 555

*Pharmy [Signature]*  
RECORDER

800 197 556



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

August 5, 1983

Harold W. Sharrow  
6555 2nd St. (Lime Ridge)  
Bloomsburg, Pa. 17815

RE: Susquehanna Savings, etc.  
vs  
LAWTON, Larue & Margaret

Dear Mr. Sharrow,

This memo is to notify you that the scheduled SHERIFF'S SALE  
in the captioned case was held July 21, 1983.

Copies of tax notices requested and forwarded to this office  
by you are being returned. Monies collected are being forwarded \$76.47.

Property purchased by SUSQUEHANNA SAVINGS, a Division of  
Atlantic Financial Federal.

Thank you for your cooperation in this matter.

Very truly yours,

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

Note: Attorney for purchaser is Joseph Serling, 960 United Penn Bank Bldg.,  
Wilkes-Barre, Pa. 18701

Also: School District R.E. Taxes not collected as there was NO COPY of Tax  
Notice provided.

# 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 21ST day of JULY 1983, at 10:45

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 SUSQUEHANNA SAVINGS,  
A Division of ATLANTIC FINANCIAL FEDERAL

for the price or sum of Seven Hundred Fifty Seven and 30/100 (\$757.30) plus Fifteen and 15/100 (\$15.15) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$93.57	
	Poundage	<u>15.15</u>	
			\$108.72
Press-Enterprise, Inc.			96.80
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Harold W. Sharrow, Tax Collector for S. Centre Twp. (1983 Col. Co. Taxes)			76.47
Col. Co. Tax Claim Bureau (1981 Delinquent taxes)			419.71

SUSQUEHANNA SAVINGS ASSOC. now  
known as SUSQUEHANNA SAVINGS,  
a division of Atlantic Financial Fed.

vs

LARUE E. LAWTON and  
MARGARET J. LAWTON, h/w

NO. 344 of 1983 J.D.  
NO. 31 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

25 JULY 1983

Victor B Vandling Sheriff  
VICTOR B. VANDLING



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 21ST day of JULY 1983, at 10:45 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 SUSQUEHANNA SAVINGS, A Division of ATLANTIC FINANCIAL FEDERAL

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SUSQUEHANNA SAVINGS ASSOC. now known as SUSQUEHANNA SAVINGS, a division of Atlantic Financial Fed.

vs

LARUE E. LAWTON and MARGARET J. LAWTON, h/w

NO. 344 of 1983 J.D.  
NO. 31 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
25 JULY 1983

So answers

Victor B Vandling Sheriff  
VICTOR B. VANDLING

2/4/82

## SHERIFF'S SALE

## COST SHEET

SUSQUEHANNA SAVINGS

VS

LAWTON, LARUE & MARGARET

THURSDAY, \_\_\_\_\_

NO.

31 OF 1983 EDWRIT OF EXECUTION:

Judgement --- Principal

\$ 35,866.02

Insurance

Interest from 2/25/83 to \_\_\_\_\_

Real Estate Tax

Interest from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

Attorneys' Fee

Total ... \$ 35,866.02\$ 35,866.02INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00 Pd.

Pro. Pd.

35.58 Pd.

Shff. V.

54.70 Pd.

Judg. Fee

9.00 Pd.

Atty. Fee

Satisfaction

Total ... \$ 114.20\$ 114.2035,980.22757.3036,737.52SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

15.00

Postage

1.72

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

15.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

10.10

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing &amp; registering)

20.00Total... \$ 92.57\$ 92.57

Morning Press (Ads)

\$ 96.80

Berwick Enterprise (Ads)

37.25

Henrie Printing

Total ... \$ 134.05\$ 134.05

Prothonotary - List of Liens

\$ 10.00

Deed

5.00Total ... \$ 15.00\$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 18.50\$ 18.50REAL ESTATE TAXES:

Borough/Twp. &amp; County Taxes, 1983

\$ 76.47School Taxes, District C.C., 1983to be paid by Buyer~~Parcel #2~~1981 delinquent taxes419.71Total ... \$ 496.18\$ 496.18SEWERAGE RENT DUE:

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

\$ —\$ —TOTAL TAXES & COSTS ----- \$ 757.30

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

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

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

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

2/6/84  
10:00 AM  
7/21/83

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

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

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

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Larue E. Lawton and Margaret J. Lawton, h/w By the SHERIFF of Columbia County  
GRANTOR (S) ADDRESS ZIP CODE

Susquehanna Savings, a division of Atlantic Financial Federal  
GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

212 R. Bissets Lane, Bloomsburg South Centre Township Columbia  
R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$757.30 HIGHEST ASSESSED VALUE \$3160.00

FAIR MARKET VALUE \$9500.00 REALTY TRANSFER TAX PAID \$None

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

Mortgage holder exempt - Act 253 - 1978

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Columbia Co. Courthouse, Bloomsburg - SHERIFF  
NAME ADDRESS TITLE

SUCCESSFUL BIDDER See Grantee  
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3160.00
JUDGEMENT PLUS INTEREST	\$ 35,866.02		
BID PRICE		\$ 757.30	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 496.18	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 375.32	\$	
TOTAL	\$ 36,737.52	\$ 757.30	\$ 3160.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS  
DAY OF 19

NOTARY PUBLIC

MY COMMISSION EXPIRES 19

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR

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

AREA CODE 717  
TELEPHONE 823-2181

June 23, 1983

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

RE: Sheriff's Sale  
Larue E. Lawton et ux.,

Dear Sir:

Please be advised that a Sheriff's Sale date on the above sale was set forth Thursday, July 7th, 1983 at 10:00 A.M., please have same continued to July 21st, 1983 at 10:45 A.M.

Please announce at the sale on July 7th, 1983 that the said sale was continued to July 21st, 1983 at 10:45 A.M.

Very truly yours,

*Joseph Serling*  
JOSEPH SERLING

JS/cf

*Susquehanna Savings  
a division of Atlantic  
Financial Federal*

OFFICE SHERIFF  
COLUMBIA COUNTY  
JUN 24 10 29 AM '83  
SHERIFF  
CHIEF DEPUTY

Lawton & Sheriffs Sale

\$96.80

SHERIFF'S SALE  
by virtue of a Writ of Execution No. 31 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: July 7, 1983 at 10:00 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 piece or parcel of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows: BEGINNING at an iron pin located at the northeastern corner of intersection between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees

Paul R. Everly III  
....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania (was established on the 1st day of March, 1902, and has been published daily and Legal Holidays). continuously in said Town, County and State since its establishment; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on..... June 15, 22, 29....., 1983. exactly as printed and

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

6316

July 6, 1983

60-593  
313

PAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

\$ 96.80

Ninety-Six and 80/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Susa Savings vs Lawton  
No. 31 of 1983 C.D.

Victor B. Vandling

010313059361

57281000

05

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

BLOOMSBURG COLUMBIA TRUST CO. thereafter  
MY COMMISSION EXPIRES SEIZED  
Member, Pennsylvania Assn. execution of the suit of  
Susquehanna Savings & Assoc. Finance Federal vs  
Lorus E. Lawton and Margaret E. Lawton and wife  
SAID premises will be sold by  
Victor B. Vandling  
Sheriff  
Bloomsburg, Pa.  
July 6, 1983

**SHERIFF'S SALE**

By virtue of a Writ of Execution No. 31 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:

July 7, 1983

at 10:00 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 piece or parcel of land situate in the Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located at the northeastern corner of intersection between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Potton, Registered Surveyor, dated January 13, 1973.

BEING the same premises conveyed by Larue E. Lawton and Margaret J. Lawton, his wife, to Margaret J. Lawton, by deed dated August 19, 1974 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 268, page 810. IMPROVED with a single family

dwelling situate at 212 Bissets Lane, Bloomsburg, South Centre Twp., Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and creditors within ten (10) days thereafter.

SEIZED and taken into execution at the suit of Susquehanna Savings Assoc. now known as Susquehanna Savings, a division of Atlantic Financial Federal vs. Larue E. Lawton and Margaret J. Lawton, his wife.

SAID premises will be sold by:

Victor B Vandling  
Sheriff of  
Columbia County

Joseph Serling, Atty.  
June 15, 22, 29

P

**STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA**

**SS:**

..... Paul R. Everly III  
....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal office of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, was established on the 1st day of March, 1902, and has been published daily (except on Sundays and Legal Holidays), continuously in said Town, County and State since its establishment; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on.....  
...June 15, 22, 29....., 1983, exactly as printed and in which the affiant is one of the owners and publishers of said newspaper in which legal notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 30th day of June, 1983.

(Notar

My Commission Expires

MATTHEW J CREME NOTARY  
BLOOMSBURG COLUMBIA

MY COMMISSION EXPIRES  
Member, Pennsylvania Association of Notaries

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

SHERIFF'S SALE

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

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

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

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON 7/28/83, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs 7/28/83, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 7/28/83, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on 7/2/83 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 36,737<sup>00</sup>, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 36,737<sup>00</sup>, WHICHEVER IS HIGHER. SCHOOL DISTRICT TAXES FOR 1983 to be paid by Purchaser.

BUYER \_\_\_\_\_

PRICE \_\_\_\_\_

POUNDAGE \_\_\_\_\_

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

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

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



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, ect.  
vs  
Larue E. Lawton and Margaret J Lawton

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
No. 31 of 1983  
WRIT OF EXECUTION

SERVICE ON Larue E Lawton

ON June 10, 1983 at 4:00 PM 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,  
Larue E. Lawton at Carl Shaffer residence Mifflinville, 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 13th day of June  
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

Susquehanna Savings Association

VS

Larue E. Lawton and Margaret J. Lawton

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 31 of 1983 ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

June 7, 1983 at 8:30 AM., posted a copy of the  
SHERIFF'S SALE bill on the property of Larue E Lawton and Margaret J  
Lawton Rear 212 Bissetts Lane, Bloomsburg, Penna.

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  
7th day of June 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

A. J. ZALE, Chief Deputy

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

Susq. Savings Assn.  
VS

Larue E. Lawton and  
Margaret J. Lawton

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

NO. 31 of 1983 E.D.  
WRIT OF EXECUTION

SERVICE ON Larue E. Lawton and Margaret J. Lawton  
( Posting of Vacant Property)

ON May 31, 1983 at 11:35 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,  
Larue E. Lawton and Margaret  
J. Lawton (Posted Vacant at 212 Rear Bissets Lane, Bloomsburg, Pa.  
Property) by John J. O'Brein & Delbert Doty  
Service was made by personally posting said Writ of Execution and  
Notice of Sheriff's Sale of Real Estate on the defendants property.

So Answers

*John J. O'Brien & Delbert Doty*  
John J. O'Brien & Delbert  
Deputy Sheriff Doty

For:  
*Victor B. Vandling*

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 31 day of May  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

## SHERIFF'S SALE

By virtue of a writ of execution no. 31 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, Col. Co. Pa. on July 7, 1983 at 10:00 o'clock A.M. in the fore-noon 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 Township of South Centre, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin located at the northeastern corner of the intersection between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Patton, Registered Surveyor, dated Jan 13, 1973.

BEING the same premises conveyed by Larue E. Lawton and Margaret J. Lawton, his wife, to Margaret J. Lawton, by deed dated August 19, 1974 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 268, page 810. IMPROVED with a single family dwelling situate at 212 Bissets Lane, Bloomsburg, South Centre Twp., Columbia Co. Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on **July 11,** 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 Susquehanna Savings Assoc, now known as Susquehanna Savings, a division of Atlantic Financial Federal vs. Larue E. Lawton and Margaret J. Lawton, his wife.

SAID premises will be sold by:

VICTOR B. VANDLING, SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

Copies to:

Henrie Printing (5/24/83)

5/25/83

P-E, MP only, Legal Ads, Wed., June 15, 22 & 29, 1983. Affidavit requested.

Harold Sharrow, Tax Collector, S. Centre Twp. (5/25/83)

## SHERIFF'S SALE

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

BEGINNING at an iron pin located at the northeastern corner of the intersection between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Patton, Registered Surveyor, dated Jan 13, 1973.

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SAYZ premises will be sold by:

VICTOR B. VANDLINE, SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

Susquehanna Savings Association,  
now known as Susquehanna Savings,  
A Division of Atlantic Financial Federal

**PLAINTIFF**

No. 344 Term 19<sup>83</sup>.

**V.S.**

Larue E. Lawton and

Margaret J. Lawton, h/w

**DEFENDANTS**

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~ <sup>Real</sup> property of the defendant on the premises located at  
212 Bissetts Lane, Bloomsburg, S. Centre Twp., Columbia County, Pennsylvania

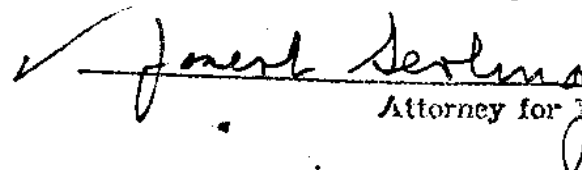
Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

which vehicle may be located at \_\_\_\_\_

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

  
Attorney for Plaintiff

## SHERIFF'S SALE

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

BEGINNING at an iron pin located at the northeastern corner of the intersection between Smith Street and Rhodes Street; THENCE along the eastern right of way of Rhodes Street, North 18 degrees 30 minutes West, 200 feet to an iron pin; THENCE along land now or formerly of Bisset, North 71 degrees 30 minutes East, 100 feet to an iron pin; THENCE along land now or formerly of Cook, South 18 degrees 30 minutes East, 200 feet to an iron pin; THENCE along the northern right of way of Smith Street, South 71 degrees 30 minutes West, 100 feet to an iron pin, the place of beginning. Said description taken from a survey prepared by James H. Patton, Registered Surveyor, dated Jan 13, 1973.

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SAID premises will be sold by:

VICTOR E. VANDLINA, SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

Harold,

Please furnish this department a TAX STATEMENT on the described property.

*THERE ARE BACK TAXES  
AT THE COURT HOUSE*

Thank you,

*Al Zale*