

LAW OFFICES

ROSENN, JENKINS & GREENWALD

MITCHELL JENKINS
(1964-1977)

HENRY GREENWALD
COUNSEL TO THE FIRM

HAROLD ROSENN
JOSEPH J. SAVITZ
PERRY J. SHEFTZ
EUGENE ROTH
HARRY R. HISCOX
DAVID L. KOFF
DANIEL G. FLANNERY
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JOSEPH B. FINLAY, JR.
RICHARD A. RUSSO
JAMES P. VALENTINE
MARK A. VAN LOON
LEE S. PIATI
STEPHEN J. FIREOVED
DAVID H. HISCOX

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PENNSYLVANIA 18711

TELEPHONE
(717) 826-5600

October 5, 1983

DIRECT DIAL:
826- 5637

A.J. Zale, Chief Deputy
Office of the Sheriff
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

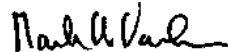
RE: FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE
V. ROBERT B. GORDON AND FLORENCE M. GORDON, HIS WIFE

Dear Deputy Zale:

This letter will confirm our October 5, 1983 telephone conversation wherein on behalf of the executing Plaintiff I requested that the Sheriff's Sale scheduled for October 6, 1983 at 10:00 o'clock A.M. be stayed. This request is made as a result of the Defendant Debtor having cured the default existing in their mortgage account.

If you need any additional information concerning this matter, please feel free to contact me. I thank you for your assistance and cooperation.

Most sincerely,



MARK A. VAN LOON

MAVL/mdl

cc: Alvin J. Luschas, Esq.
Dale A. Derr, Esq.
Michael J. Johnson, FFPS&L

CHIEF DEPUTY

SHERIFF

OCT 5 10 10 AM '83

OFFICE OF THE SHERIFF
COLUMBIA COUNTY

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

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

AREA CODE 717
784-4654

October 6, 1983

Sheriff Victor B. Vandling
Columbia County Courthouse
Bloomsburg, PA 17815

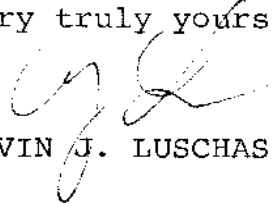
Re: Gordon Foreclosure

Dear Sheriff Vandling:

The Defendants in the above matter have brought their obligations current. Therefore, you are directed to stay the foreclosure sale scheduled for 10:00 o'clock A.M. today. We request that the matter be discontinued without prejudice and that any funds held by you be returned to this office.

Again, thank you for your assistance in this regard.

Very truly yours,


ALVIN J. LUSCHAS

AJL:pac

CHIEF DEPUTY
SHERIFF
OCT 5 10 10 AM '83
SHERIFF
COLUMBIA COUNTY



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

October 6, 1983

DERR, PURSEL & LUSCHAS
Law Offices
238 Market Street
Bloomsburg, Pa. 17815

RE: FFF S&L Assn. of W-B vs GORDON
NO: 60 of 1983 E.D.

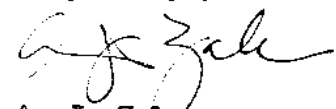
Dear Mr. Luschas,

This department is in receipt of your advisement requesting DISCONTINUANCE of the scheduled execution sale in the captioned case.

Costs incurred by the Sheriff's Department include Docket, Levy, Service, Mileage, Posting, Henrie Printing & Press-Enterprise, Inc., Prothonotary and Recorder of Col. Co.

Total cost incurred amounts to \$289.29. Thus a refund of \$210.71 is enclosed via check made payable to you as monies returned from the \$500.00 advance cost deposit received at the time writ of execution was filed.

Very truly yours,


A. J. Zale

AJZ:lm

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

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

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 766 Term 1983J.D.

ROBERT B. GORDON and FLORENCE MARIE

NO. 60 Term 1983E.D.

GORDON, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

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

**Plus a per diem charge at the rate of \$5.65 from August 16, 1983, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Amount Due	\$21,408.09
Attorney's Commission	\$ 2,140.81
Interest to 8/16/83	\$ 1,841.32

TOTAL

\$25,390.22

Plus costs

as endorsed.

Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated 8-19-83

(SEAL)

BY:

Helen K. Linn

Deputy

OFFICE OF SHERIFF
COLUMBIA COUNTY

AUG 19 9 24 AM '83

CHIEF DEPUTY

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., October 6, 1983, in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half ($181 \frac{1}{2}$) feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half ($42 \frac{1}{2}$) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half ($181 \frac{1}{2}$) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half ($42 \frac{1}{2}$) feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson & Crispin addition to Berwick.

BEING the same premises conveyed to Robert B. Gordon and Florence Marie Gordon, his wife herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County Deed Book 270 at page 32.

PREMISES IMPROVED with a two-story single family dwelling more commonly known as 1100 Market Street, Berwick, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance

with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, PENNSYLVANIA, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

Victor B. Vandenberg
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

F. F. F. Sub of W-B vs Gordon, Robt + Florence

THURSDAY, October 6, 1983

NO. 60 of 1983 E.D.

WRIT OF EXECUTION:

Judgement --- Principal \$ 21,408.09
 Insurance
 Interest from _____ to 8/16/83 1,841.32
 Real Estate Tax
 Interest from 8/16/83 to 10/6/83
days @ \$5.65 per day ***
 Attorneys' Fee 2,140.81

Total ... \$ 25,390.22 \$ 25,390.22
 Plus ***

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ 15.00 Pd.
 Pro. Pd. 35.50 Pd.
 Shff. V. 31.35 Pd.
 Judg. Fee 9.00 Pd.
 Atty. Fee
 Satisfaction

Total ... \$ 90.85 \$ 90.85

SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75
 Service of Notice 10.00
 Postage
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00
 Advertising, Sale Bills 5.00
 Newspapers 5.00
 Mileage 17.40
 Crying/Adjourn of Sale 5.00
 Sheriff's Deed (executing & registering) 20.00
 Solicitor's fee

Total... \$ 65.15 \$ 85.15

Press-Enterprise \$ 165.17
 Henrie Printing 40.97

Total ... \$ 206.14 \$ 206.14

Prothonotary - List of Liens \$ 10.00
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co. 5.00
 Deed, Search, etc. 13.50

Total ... \$ 18.50 \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1983 \$ 173.96
 School Taxes, District Berwick, 1983 292.40

Delinquent Taxes, 19 , 19 , 19 , TOTAL AMOUNT ---

Total ... \$ 436.36 \$ 436.36

SEWERAGE RENT DUE:

Municipality _____ for 19__ \$ 241.50 \$ 241.50

TOTAL TAXES & COSTS ----- \$ 1605.65

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III

....., being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, Columbia County, Pennsylvania, and was established on the 1st day of March, 1983 daily (except Sundays and Legal Holidays) continuously in said Town since the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared in the Press-Enterprise on Sept. 14, 21, 28, 1983 exactly as printed and published; that the affiant is one of the owners of said newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time and place of publication are true.

Gordon Sheriff Sale
\$165.17

is ... 3rd ... day of ...

My Co

MAT
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Member

I hereby certify that the
for publishing the foregoing

SHERIFF'S SALE

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thurs., Oct 6, 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 lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half (181½) feet to an alley;

thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half (42½) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half (181½) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half (42½) feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson and Crispin addition to Berwick.

BEING the same premises conveyed to Robert B. Gordon and Florence Marie Gordon, his wife herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County.

in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Franklin Federal Savings and Loan Association of Wilkes-Barre n/k/a Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

Victor B Vandling
Sheriff of
Columbia County
Rosenn, Jenkins
and Greenwald, Attys

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STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

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Sworn and subscribed to before me this day of

[Signature]
.....
[Signature]
.....

My Comm.

MAT
BLC
MY CO
Member.

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

SHERIFF'S SALE

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thurs., Oct 6, 1983 at 10:00 o'clock a.m.

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Victor B Vandling
Sheriff of
Columbia County
Rosenn, Jenkins
and Greenwald, Attys

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Sheriff's Office

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VS.

TO **FREDERICK J. PETERSON, Dr.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

ROBERT B. GORDON and FLORENCE MARIE GORDON

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania

Dept. of Revenue

versus

Robert B. & Florence Gordon

No. 939 of Term, 1981
Real Debt ||\$ 415.04
Interest from ||
Commission ||
Costs ||
Judgment entered June 25, 1981
Date of Lien
Nature of Lien State Tax Lien

Franklin First Federal Savings &

Loan Association of Wilkes-Barre

versus

Robert B. & Florence M. Gordon

No. 1388 of Term, 1981
Real Debt ||\$ 13,424.69
Interest from ||
Commission ||
Costs ||
Judgment entered November 25, 1981
Date of Lien
Nature of Lien Default Judgment

Wilmer D. Steimer

versus

Robert B. & Florence M. Gordon

No. 150 of Term, 1982
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered February 4, 1982
Date of Lien
Nature of Lien Judgment Note

Franklin Federal Savings & Loan

versus

Robert B. & Florence Marie Gordon

No. 766 of Term, 1983
Real Debt ||\$ 25,390.22
Interest from ||
Commission ||
Costs ||
Judgment entered August 18, 1983
Date of Lien
Nature of Lien Default Judgment

Penna. Gas & Water Company

versus

Robert B. Gordon

No. 1040 of Term, 1983
Real Debt ||\$ 391.62
Interest from ||
Commission ||
Costs ||
Judgment entered September 16, 1983
Date of Lien
Nature of Lien Transcript of Judgment

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank B. Burke~~ Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

Robert B. Gordon and Florence Marie Gordon

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 September
A.D., 19 83.

Beverly J. Michael Acting
RECORDER

This Indenture

Made the 6th day of April, 1976.
Between

ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, of the Borough of Berwick,
County of Columbia and the State of Pennsylvania

hereinafter, whether one or more, with their heirs, executors, administrators, and assigns, called the MORTGAGOR and the

FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE

a corporation existing under the laws of the United States of America, having its principal offices at Wilkes Barre, Luzerne County, Pennsylvania, (hereinafter, with its successors and assigns, called the MORTGAGEE).

Whereas, the said Mortgagor, in and by a certain obligation duly executed under the hand and seal of the Mortgagor bearing even date herewith, (The Obligation), stands bound unto the Mortgagee in the penal sum of FIFTY THOUSAND-----\$50,000.00----- Dollars,

conditioned for the payment of the principal sum of TWENTY FIVE THOUSAND-----\$25,000.00----- Dollars,

lawful money of the United States and all additional moneys advanced by the Mortgagee, together with interest thereon at the rate of $8 \frac{3}{4}\%$ per cent per annum on the unpaid balance thereof, payable in monthly installments of not less than TWO HUNDRED TWENTY and $93/100$ -----\$220.93----- Dollars, applicable to principal and interest, the first installment to be paid on or before the first day of the next succeeding month from the date thereof, and thereafter, until said indebtedness, all additional advances, interest, premium and other charges are fully paid or until the balance remaining due thereon is less than a full monthly payment aforesaid, in which event the last payment shall be such amount as may be necessary to fully discharge such debt. Said interest shall be added on the last day of each month and shall be one twelfth the annual interest calculated at the prescribed rate on the unpaid balance of the principal debt as of the first day of each and every month. Mortgagor covenants and agrees to pay the Mortgagee in addition to and concurrently with the monthly installments of principal and interest a sum equal to one twelfth ($1/12$) of the then current annual taxes and to collect annual assessments or taxes which may be charged against the premises, and a sum equal to $1/12$ of the annual fire and hazard insurance premiums, all as estimated by the Mortgagee, such sums to be paid by the Mortgagee for the payment of said taxes, assessments and levies. In the event Mortgagee becomes an insured under any group life accident and health insurance program offered to mortgagors of Mortgagee and agrees to pay the premium therefor through Mortgagee, Mortgagee further covenants and agrees to pay the Mortgagee a sum equal to $1/12$ of the annual premiums due and authorizes Mortgagee hereunto to advance payment of such premiums, either monthly or annually, for said insurance as estimated by the Mortgagee, such sums to be paid by the Mortgagee for the payment of said premiums. In the event any payment provided for herein shall become overdue, Mortgagee agrees to pay, at Mortgagee's option, a late charge in an amount not exceeding 4% of such overdue payment as compensation for the additional service resulting from the default.

The Mortgagor shall have the right to anticipate any and all payments upon principal and interest at any time; provided, however, that where permitted by law the Mortgagee shall have the option to demand and receive, in addition to accrued interest, six months interest on the amount of any prepayment which, together with other such prepayments made during the preceding 12 months, would exceed 20% of the original principal debt.

It is Expressly understood and Agreed, anything herein provided to the contrary notwithstanding, that the aforesaid obligation shall cover as well as the principal debt any further advancements that may be made by the Mortgagee to the Mortgagor at any time or times hereafter; Provided, that at no time may the total balance due by the Mortgagor to the Mortgagee hereunder, whether the same represents in whole or in part the initial advance or any future advances, exceed the principal sum aforesaid.

And Also Conditioned upon the production to the Mortgagee on or before the first day of December of each and every year of receipts for all taxes, sewer, water rents, and any and all charges assessed against the mortgaged premises for the current year, and from time to time, and at all times until payment of said principal sum, keeping the building or buildings now or hereafter located on said premises insured for the benefit of the Mortgagee against loss by fire and other hazard, which Mortgagee at its discretion may require in amounts and in a company or companies satisfactory to said Mortgagee, and also the production to the Mortgagee of receipts for all other charges or claims assessed or levied at any time by any lawful authority upon the premises covered hereby, which by any present or future law shall have a lien thereon within two months after such charge or claim shall have been assessed or levied against the same, and also keeping and maintaining said building or buildings in such good order, condition and repair as may be required from time to time by the Mortgagee, and the maintaining of the building or buildings now or hereafter erected upon the premises mortgaged hereby, unaltered and unchanged in any way, reasonable wear and tear excepted, without the prior written consent of the Mortgagee, and also that no execution process be issued against the premises hereby mortgaged, and also that the title to the premises mortgaged hereby remain in the Mortgagor or survivor of them unless transferred with the prior written consent of the Mortgagee; provided, however, that if at any time default shall be made in the payment of any installment of principal or interest as aforesaid for the period of thirty days after any payment thereof shall fall due, or in the production to the Mortgagee on or before the first day of December of each and every year of receipts for all taxes, sewer and water rents assessed against the premises mortgaged hereby for the current year and of receipts for all other claims and charges as aforesaid, unless the same shall have been fully paid to the Mortgagee as above provided, Or in the maintenance of the required insurance and repairs, or if the building or buildings shall be changed or altered as aforesaid, without the prior written consent of the Mortgagee, or if any execution process shall be issued against the premises mortgaged hereby as aforesaid, or if title to the premises mortgaged hereby be transferred to anyone other than the survivor of the Mortgagor, without the prior written consent of the Mortgagee, then and in such case the whole principal debt then due and owing, shall at the option of the Mortgagee become immediately due and payable and payment of said principal debt and all interest thereon, may be enforced and recovered at once, anything herein or in said Obligation contained to the contrary notwithstanding; but any failure to exercise said option shall not constitute

a waiver of the right to exercise the same at any other time. Where the Mortgagor has made prepayments in an amount sufficient to offset the regular periodic payments herein required and all other charges due, the mortgage shall not be deemed in default because of the failure to make said periodic payments.

It is understood and agreed that upon the failure of the Mortgagor to maintain said required insurance, or to effect such repair as may be required by the Mortgagee, or to pay the taxes, sewer and water rents, claims or charges as aforesaid, the Mortgagee may insure the building or buildings, effect the repair, or pay the taxes, sewer or water rents, claims or charges, and the sum so paid by the Mortgagee shall be added to and become part of the principal debt secured hereby, shall bear interest at the rate hereinabove set forth from the date of payment and shall be secured by this mortgage the same as said principal debt and interest thereon, and no such payment shall be construed as a waiver of the right of the Mortgagee to enter judgment on said obligation or to foreclose upon this Mortgage because of such default. It is also expressly agreed that, if any sum or sums of money shall become payable under the aforesaid policies of insurance or any other policy or policies of insurance insuring the premises mortgaged hereby, the Mortgagee shall have the option to receive and apply the same on account of the Obligation of the Mortgagor, or to permit the mortgagor to receive and use it or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for some other purpose, without thereby waiving or impairing the Obligation of the Mortgagor, or the lien of this mortgage securing the same. The Mortgagor hereby expressly assigns and transfers unto the Mortgagee all sums of money hereafter payable under any policy or policies of insurance insuring the premises mortgaged hereby and any sums due him from any condemnation of the within premises and does hereby nominate, constitute and appoint the Mortgagee the Mortgagor's true and lawful attorney for the collection of the same.

And Provided Further. however, and it is expressly agreed that if at any time hereafter by reason of any default in payment of said installments of principal or interest or if a breach of or default in any of the other terms, conditions, covenants or agreements aforesaid be made or permitted by the Mortgagor, and a Writ of Execution is issued upon the judgement obtained upon said Obligation, or an action of Mortgage Foreclosure is issued upon this Indenture of Mortgage, there shall be payable and recovered all unpaid balances of principal and interest thereon at the rate hereinabove set forth, all costs of suit, all moneys expended by the Mortgagee in payment of taxes, sewer and water rents, claims or charges and in effecting insurance or repairs and interest on said expenditures at the rate hereinabove set forth and an attorney's commission of ten per cent for collection of said principal debt, and the Mortgagor hereby waives and relinquishes unto Mortgagee the right of inquisition on any real estate that may be levied upon under a judgement obtained by virtue hereof, and voluntarily condemns the same and authorizes the entry of such condemnation upon said Writ of Execution and agrees that the within described real estate or any other real estate now or hereafter owned by said Mortgagor in any order agreeable only to the Mortgagee may be sold under the same; and likewise waives and relinquishes all benefit of any and every law now or hereafter in force 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 any sale thereof for the payment of the moneys hereby secured or any part thereof and the costs of such action and execution, and likewise waives and relinquishes unto and in favor of the Mortgagee all benefits and exemptions under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Indenture of Mortgage is security or to reduce the amount of said Obligation to any greater extent than the amount actually received from the sale of the premises hereby mortgaged in any judicial proceedings upon the said Obligation or upon this Indenture.

Mortgagor, for the purpose of securing possession of the mortgaged premises to Mortgagee in the event of any default as aforesaid, does hereby authorize and empower any attorney of any Court or Record as attorney for Mortgagor as well as for all persons claiming under, by or through Mortgagor, to sign an agreement for entering in any Court an amicable action in ejectment for possession of the mortgaged premises, without any stay or execution or appeal, against Mortgagor, and all persons claiming under, by or through Mortgagor, and thereon confess judgement for the recovery by Mortgagee of the possession of the mortgaged premises, for which this Indenture (or a copy thereof verified by affidavit) shall be sufficient warrant, and thereupon a Writ of Possession may be issued forthwith, without any prior writ, foreclosure or proceeding whatsoever. Mortgagor hereby releases and agrees to release Mortgagee from all errors and defects whatsoever in entering such action and/or judgement and in causing writ or writs to be issued, and in any proceeding thereon or concerning the same, and agrees that no writ of error, appeal or objection shall be made or taken thereto, provided that Mortgagee shall have filed in such action an affidavit of default made by it or someone in its behalf. And it is hereby expressly agreed that if for any reason after such action has been commenced, the same shall be discontinued, marked satisfied of record, or be determined, or possession of the mortgaged premises remain in or be restored to Mortgagor, the right and power of Mortgagee to proceed in accordance with the terms of this Indenture, either for the same or for any subsequent event or events of default shall not be deemed to have been exhausted by any previous action, but Mortgagee shall have the same rights as aforesaid, for the same event of default or for any subsequent event or events of default to confess judgement and to bring one or more further amicable actions to recover possession of the mortgaged premises. In any such action, a copy of this Indenture, verified by affidavit by someone on behalf of the Mortgagee, may be filed, in which event it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding.

Now This Indenture Witnesseth, that the said Mortgagor for and in consideration of the aforesaid debt or principal sum and for the better securing the payment thereof, and all additional moneys advanced by the Mortgagee with interest, unto the Mortgagee, in discharge of the said recited Obligation, as well for and in consideration of the further sum of One Dollar unto the Mortgagor in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Mortgagee,

ALL THAT CERTAIN lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half (181 1/2) Feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-two and one-half (42 1/2) Feet to Lot Number Seventy-one (71); thence along said lot, in a Westerly direction, a distance of One Hundred Eighty-one and one-half (181 1/2) Feet to Market Street; thence along Market Street, in a Southerly direction, a distance of Forty-two and one-half (42 1/2) Feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson & Crispin Addition to Berwick.

BEING the same premises conveyed to the mortgagors herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County Deed Book 270 at page 32.

In the event any provision in the within document is determined to be unenforceable or otherwise invalid, such provision shall be deemed severable and the remaining provisions of the within document shall be enforced with such provision severed or as modified by any Court.

NOTWITHSTANDING anything herein to the contrary, if the proceeds of this mortgage loan are to be used for the construction of a new dwelling, then it is understood that this Mortgage shall be known as a "construction loan" and interest shall be paid by the Mortgagee on the proceeds of this loan, provided, however, that the regular contractual monthly payments provided for herein shall commence upon completion of the dwelling or six months from date hereof, whichever occurs first. The final determination as to the completion of the dwelling shall be made solely by the mortgagee herein. It is understood and agreed by the parties hereto that if this is a "construction loan", then the consideration for the within Mortgage is the present and future advancement of funds to the Mortgagor by the Mortgagee, to provide for the financing of the construction of a dwelling, and for the permanent financing of said dwelling over the period of the term hereof, on the premises herein described and owned by the Mortgagor herein, and it is understood and agreed by the parties hereto that this within Mortgage shall have the full force, effect and benefit of a Mortgage to secure present and future advances.

Together with all and singular the buildings or any other types of improvements now or hereafter to be placed on the above described premises, fences, walks, drives, shrubbery or any other improvements of any nature whatsoever placed thereon, the streets, alleys, passages, ways, water, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions, and remainders, rents, issues and profits thereof and also together with all heating, plumbing and lighting fixtures, equipment and machinery now or hereafter attached to or installed in or used in connection with the real estate hereinabove described.

To have and To Hold the said lot or piece or ground with the buildings and improvements thereon covenanted, hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances unto the said Mortgagee, to and for the only proper use and behoof of the said Mortgagee.

The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee any and all rents now or hereafter issuing out of the premises herein described and agrees not to accept any prepayment of rental, other than the then current month, without the prior written consent of the Mortgagee, and authorizes said Mortgagee at any time there is any default in the payment of the Obligation secured hereby, or in the performance or non-performance or condition contained herein, by force or otherwise without any liability for so doing to enter into, take possession of and rent said premises, and after deducting all costs of collection, operation and administration, to apply the balance of the rents received on account of the Obligation of the Mortgagor without any liability for failure to obtain adequate rentals or for any other thing done or omitted hereunder or thereunder.

It is hereby agreed that in the event the premises mortgaged hereby, or any part thereof, are taken to eminent domain or shall be condemned and taken for public use, the Mortgagee shall have the right to demand that all damages awarded for the taking of or damage to the said premises be paid to the Mortgagee by the Mortgagor, and that if not paid to the Mortgagee to be applied upon the payment of any money lost or expended by the Mortgagee. Further, it is agreed that the Mortgagee shall have the right to enter in and upon the premises mortgaged hereby, at any time and from time to time for the purpose of inspecting the said premises and the progress of the construction thereof, and the Mortgagor agrees to and hereby expressly assigns and transfers to the Mortgagee all such rights and interests in the premises mortgaged hereby, and the Mortgagee shall be authorized to prosecute under condemnation proceedings and Mortgagor further agrees to and hereby does irrevocably authorize, constitute and appoint Mortgagee to act for Mortgagor as a true and lawful attorney for the collection of the condemnation award or proceeds payable thereunder.

Provided Always, Nevertheless that if the Mortgagor does and shall well and truly pay or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum and interest thereon in installments on the dates, at the times, and in the amounts mentioned and appointed for the payment of the same, and shall well and truly keep and perform each and all of the conditions and agreements of said obligation according to the terms and conditions thereof without any fraud or further delay, and without any deductions, defalcations or abatement to be made of anything, that then and from thenceforth, as well this present indenture of Mortgage, and the estate hereby granted, as the said Obligation, shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee 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 any installment of said principal sum or interest thereon after any payment thereof shall fall due, or in case there shall be default in any of the other terms, conditions, covenants or agreements aforesaid, to sue out forthwith an action of Mortgage Foreclosure upon this Indenture

of Mortgage, and to proceed thereon to judgement and execution for the recovery of the whole of said principal debt, or so much thereof as shall then remain unpaid, and in that event to recover interest on all unpaid balances of principal at the rate hereinabove set forth, together with all costs of suit, all moneys expended by the Mortgagee in payment of taxes, sewer and water rents, claims or charges and in effecting insurance or repairs and interest on said expenditures at the rate hereinabove set forth and an attorney's commission of ten per cent of the unpaid principal debt or sum for collection, without further stay, any law, usage or custom to the contrary notwithstanding.

It is hereby further agreed that the remedies by this Mortgage and said Obligation for the enforcement of the payment of the principal sum hereby secured, together with interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein contained, or by this Mortgage referred to, are cumulative and concurrent and may be pursued singly, or successively, or together at the sole discretion of the Mortgagee, and may be exercised as often as occasion therefore may occur, and that failure of the Mortgagee to exercise any right or pursue any remedy shall not be deemed a waiver of any right or remedy.

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

Signed, Sealed and Delivered in
the Presence of

Edna C. Hall

Robert B. Gordon (Seal)
ROBERT B. GORDON

Florence Marie Gordon (Seal)
FLORENCE MARIE GORDON

(Seal)

Commonwealth of Pennsylvania

County of COLUMBIA

On the 6th day of

April, 1976, before me, a Notary Public, personally

appeared the within named
ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife
known to me, or satisfactorily proven to be, the persons whose names are subscribed to the within instrument
and in due form of law acknowledged the above Indenture of Mortgage to be their act and deed and agreed
that the same might be recorded as such, for the purpose therein contained.

Witness my hand and official seal the day and year aforesaid.

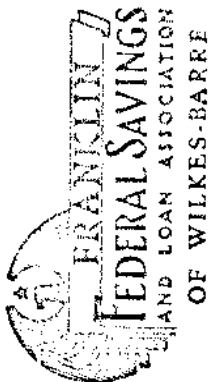
Edna C. Hall (Seal)
My Commission Expires 4/30/77
Berwick, Columbia County, Pennsylvania

NO. 65
REC'D BY RECORDER
COLUMBIA CO., PA.
FEE 7.90
Mortgage for 7 3 36 PM '76

ROBERT B. GORDON, ET UX

MORTGAGOR.

TO



Date: April 6, 1976

Premises: As Described Within

Real Debt: \$25,000.00

Monthly Payment: \$220.93

Record and Return to

Harold Rosenn

Attorney for Association
1000 Blue Cross Building
Wilkes-Barre, Pennsylvania

CP-15 - 60-50 - Revised 6-10-73

11/1/76

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

Harold Rosenn

Attorney for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 178 page 169

Witness my hand and Seal of Office this 7th day of April 1976
3:36 p.m.

Marvin T. Bauer
Recorder of Deeds

BOOK 178 PAGE 172

MORTGAGE

THIS MORTGAGE is made this 28th day of OCTOBER, 1980, between the Mortgagor ROBERT B. GORDON and FLORENCE M. GORDON, his wife, of Berwick, County of Columbia, * (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

* Pennsylvania;

WHEREAS, Borrower is indebted to Lender in the principal sum of ELEVEN THOUSAND FOUR HUNDRED (\$11,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 15, 1995.

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

ALL:

PARCEL NO. 1

ALL THAT CERTAIN piece or parcel of land situate in the Township of Fishing Creek, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of the overflow channel at the Northeast-erly corner of land of Bruce DeHaven; THENCE along the southerly side of said over-flow channel south 36 1/4 degrees east 50.5 feet to the northwesterly corner of Lot of Doyle Dollman; THENCE along the westerly line of said Lot of Doyle Dollman south 37 degrees 30 minutes west 70 feet to a point; THENCE north 68 degrees 20 minutes west 40 feet; THENCE north 28 degrees 13 minutes west 50 feet to the most southerly corner of lot of Bruce DeHaven; THENCE along the easterly line of said lot of Bruce DeHaven north 62 degrees 53 minutes east 83 feet to the place of beginning.

BEING the same premises conveyed to the Mortgagors herein by Deed of JOHN SCOTT BECHTEL and JOHANNA MAY BECHTEL, his wife, dated the 28th day of October, 1980, and about to be recorded simultaneously herewith.

1/12 15 1 PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS SUBJECT TO THE TERMS, CONDITIONS, COVENANTS, RESTRICTIONS AND EXCEPTIONS AS SET FORTH IN THE

SEE ATTACHMENT

which has the address of RD #2 Orangeville, Township of Fishing Creek, 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, if any, or set forth on evidence of title required by and certified to Lender.

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

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

A T T A C H M E N T

PARCEL NO. 2

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

BEGINNING at a corner on 11th and Market Streets;

THENCE along 11th Street, in an easterly direction, a distance of 181 1/2 feet to an alley;

THENCE along said alley, in a northerly direction, a distance of 42 1/2 feet to Lot No. 71;

THENCE along said lot, in a westerly direction, a distance of 181 1/2 feet to Market Street;

THENCE along Market Street, in a southerly direction, a distance of 42 1/2 feet to the place of beginning.

This description is intended to cover and this deed to convey Lot No. 70 in the Jackson & Crispin Addition to Berwick.

BEING the same premises conveyed to the Mortgagors herein by Deed of JOHN W. MORGAN, dated October 8, 1974, and recorded December 5, 1974 in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book Volume 270 at page 32.

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 exceeds the amount of coverage required to pay the sums secured by this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Samy Cantor

Robert B. Gordon
ROBERT B. GORDON —Borrower

Florence M. Gordon
FLORENCE M. GORDON —Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 28th day of October, 1980, before me, a Notary Public, personally appeared the within named ROBERT B. GORDON and FLORENCE M. GORDON, his wife,

known to me for satisfactorily proven to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year above written.

My Commission Expires:

4/3/82

Samy Cantor

Berwick, Columbia County, Penna

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

Harold Rosenn/Maurice Cantor

Attorneys for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 201, page 822.

Witness my hand and Seal of Office this 28th day of October,

1980, at 11:35 a.m.

Beverly J. Michael
Acting Recorder of Deeds

08. WA 33 11 82 130

TAX-52.00

REC'D BY RECORDER
COLUMBIA CO. PA.

8/8#

MTGE-39 Revised 10-1-78

800 201 PAGE 826

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock / Thursday, October 6, 1983, a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half ($181 \frac{1}{2}$) feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half ($42 \frac{1}{2}$) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half ($181 \frac{1}{2}$) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half ($42 \frac{1}{2}$) feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson & Crispin addition to Berwick.

BEING the same premises conveyed to Robert B. Gordon and Florence Marie Gordon, his wife herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County Deed Book 270 at page 32.

PREMISES IMPROVED with a two-story single family dwelling more commonly known as 1100 Market Street, Berwick, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, PENNSYLVANIA, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

Victor B Vandenberg
SHERIFF OF COLUMBIA COUNTY

FRANKLIN FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a	:	
FRANKLIN FIRST FEDERAL SAVINGS AND	:	OF COLUMBIA COUNTY
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	CIVIL ACTION-LAW
PLAINTIFF	:	
VS.	:	IN MORTGAGE FORECLOSURE
	:	
ROBERT B. GORDON and FLORENCE	:	
MARIE GORDON, his wife,	:	
	:	
DEFENDANTS	:	NO. 766 OF 1983

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife,
Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thurs, October 6 , 1983, at 10:00 a.m., eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in 1100 Market Street, Berwick,, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Mark A. Van Loon
MARK A. VAN LOON, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

DERR, PURSEL & LUCHAS

BY: Dale A. Derr
DALE A. DERR, ESQUIRE
238 Market Street
P.O. Box 539
Bloomsburg, PA 17815

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock / October 6, 1983, a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half ($181 \frac{1}{2}$) feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half ($42 \frac{1}{2}$) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half ($181 \frac{1}{2}$) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half ($42 \frac{1}{2}$) feet to the place of beginning.

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PREMISES IMPROVED with a two-story single family dwelling more commonly known as 1100 Market Street, Berwick, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance

with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, PENNSYLVANIA, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

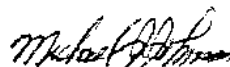
FRANKLIN FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a	:	
FRANKLIN FIRST FEDERAL SAVINGS AND	:	OF COLUMBIA COUNTY
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	CIVIL ACTION-LAW
PLAINTIFF	:	
VS.	:	IN MORTGAGE FORECLOSURE
	:	
ROBERT B. GORDON and FLORENCE	:	
MARIE GORDON, his wife,	:	
	:	
DEFENDANTS	:	NO. 766 OF 1983

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

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

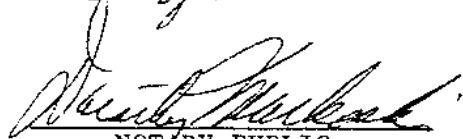
MICHAEL J. JOHNSON, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants is 1100 Market Street, Berwick, Columbia

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



MICHAEL J. JOHNSON,
Assistant Vice-President
Franklin Federal Savings and Loan
Association of Wilkes-Barre n/k/a
Franklin First Federal Savings and
Loan Association of Wilkes-Barre

SWORN to and subscribed
before me this 16th day
of August, 1983.



NOTARY PUBLIC

NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES SEPTEMBER 9, 1985

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

PLAINTIFF

No. _____ 60 of _____ Term 1983
E.D.

V.S.

Robert B. Gordon and Florence Marie Gordon,
his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ^{Real}~~personal~~ property of the defendant on the premises located at
1100 Market Street, Berwick, 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 ^{Real}~~personal~~ property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges.~~

Walter A. [Signature]
Attorney for Plaintiff



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

FFF S&L of W-B

VS

Robert B Gordon and Florence Marie Gordon

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. 60 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

September 2, 1983 at 4:25 PM., posted a copy of the
SHERIFF'S SALE bill on the property of Robert and Florence Gordon
1100 Market St., Berwick, Penna. 18603

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
6th day of September 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

FFF S & L Assn. of W-B

vs

Robert B Gordon and Florence Marie Gordon

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. 60 of 1983 ED.

WRIT OF EXECUTION

SERVICE ON Robert B Gordon

ON August 29, 1983 at 5:25 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,

Robert B Gordon at His business Town Tavern West Front St, Berwick
Penna. by John J O'Brien

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

So Answers:

John J O'Brien
Deputy Sheriff

FGR:
Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 30th day of August
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

FFF S & L Assn. of W-B

vs

Robert B. Gordon and Florence Marie Gordon

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

NO. 60 of 1983 ED

WRIT OF EXECUTION

SERVICE ON Florence Marie Gordon

ON August 29, 1983 at 5:25 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,

Florence Marie Gordon at Her place of Business Town Tavern, West Front St.

Berwick, Penna. by John J O'Brien

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

So Answers:

John J O'Brien

Deputy Sheriff

For:
Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 30th day of August
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

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

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

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 766 Term 1983J.D.

ROBERT B. GORDON and FLORENCE MARIE

NO. 60 Term 1983E.D.

GORDON, his wife

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

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

**Plus a per diem charge at the rate of \$5.65 from August 16, 1983, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.
SEQUENCE NO.
PLATE NO.

Amount Due	\$21,408.09
Attorney's Commission	\$ 2,140.81
Interest to 8/16/83	\$ 1,841.32

TOTAL \$25,390.22 Plus costs **

as endorsed.

Prothonotary, Court of Common Pleas of Columbia County, Pa.

Dated 8-19-83

(SEAL)

BY: Helen K. Lewis
Deputy

OFFICE OF SHERIFF
COLUMBIA COUNTY

AUG 19 9 24 AM '83

CHIEF DEPUTY
SHERIFF

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 60 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., October 6, 1983, in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half ($181 \frac{1}{2}$) feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half ($42 \frac{1}{2}$) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half ($181 \frac{1}{2}$) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half ($42 \frac{1}{2}$) feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson & Crispin addition to Berwick.

BEING the same premises conveyed to Robert B. Gordon and Florence Marie Gordon, his wife herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County Deed Book 270 at page 32.

PREMISES IMPROVED with a two-story single family dwelling more commonly known as 1100 Market Street, Berwick, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance

with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, PENNSYLVANIA, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

Victor B Vandenberg
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

FRANKLIN FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF WILKES-BARRE n/k/a	:	
FRANKLIN FIRST FEDERAL SAVINGS AND	:	OF COLUMBIA COUNTY
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	CIVIL ACTION-LAW
PLAINTIFF	:	
VS.	:	IN MORTGAGE FORECLOSURE
	:	
ROBERT B. GORDON and FLORENCE	:	
MARIE GORDON, his wife,	:	
	:	
DEFENDANTS	:	NO. 766 OF 1983

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife,
Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on , , 1983, at

a.m., eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in 1100 Market Street, Berwick,, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

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Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 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 lot, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, described as follows:

BEGINNING at a corner of Eleventh and Market Streets; thence along Eleventh Street, in an Easterly direction, a distance of One Hundred Eighty-one and one-half ($181 \frac{1}{2}$) feet to an alley; thence along said alley, in a Northerly direction, a distance of Forty-Two and one-half ($42 \frac{1}{2}$) feet to Lot Number seventy-one (71); thence along said lot, in a Westerly direction, a distance of one hundred eighty-one and one-half ($181 \frac{1}{2}$) feet to Market Street; thence along Market Street, in a Southerly direction, a distance of forty-two and one-half ($42 \frac{1}{2}$) feet to the place of beginning.

THIS DESCRIPTION is intended to cover Lot Number Seventy (70) in the Jackson & Crispin addition to Berwick.

BEING the same premises conveyed to Robert B. Gordon and Florence Marie Gordon, his wife herein by deed of John W. Morgan, divorced, dated the 8th day of October, 1974, and recorded in Columbia County Deed Book 270 at page 32.

PREMISES IMPROVED with a two-story single family dwelling more commonly known as 1100 Market Street, Berwick, Columbia County, Pennsylvania.

Together with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance

with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE n/k/a FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, PENNSYLVANIA, against ROBERT B. GORDON and FLORENCE MARIE GORDON, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys