

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

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

vs.

Fred C. Snyder and

Martha J. Snyder, his wife,

Columbia IN THE COURT OF COMMON PLEAS OF
~~DADE~~ COUNTY, PENNSYLVANIA

No. 1142 Term 19 83 J.D.

No. 88 Term 19 83 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~DADE~~ 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):

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 the corner of Lot No. 97 on Lincoln Avenue; THENCE southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

This description is intended to cover Lot No. 98 in the Duval Dickson's Third Plot of Lots as shown on plot or plan, on which is erected a large frame dwelling house and outbuildings.

BEING the same premises conveyed by Ronald D. Samsel and Janet E. Samsel, his wife to Fred C. Snyder and Martha J. Snyder, his wife, by deed dated January 3, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285, page 169.

IMPROVED with a single family dwelling which has the address of 1721 Lincoln Ave. Berwick, Columbia County, Pennsylvania.

Amount Due \$ 21,063.50.

Interest from Oct. 6, 1983 \$ XXXXXXXXXXXX

TOTAL \$ 21,063.50. Plus costs to date of sale

as endorsed.

Dated 11-28-83

(SEAL)

Columbia Prothonotary, Court of Common Pleas of
~~DADE~~ County, Pennsylvania

By: Helen K. Linn
Deputy

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 26TH day of JANUARY 19 84, at 10:00

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, 31 West Market St., Wilkes-Barre, Pa.

for the price or sum of Three Hundred Twenty-One and 88/100 (\$321.88) plus Six and 44/100 (\$6.44) 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 Co. Sheriff's Dept.	Sale Cost	\$98.95	
	Poundage	6.44	
			\$105.39
Press-Enterprise, Inc.			140.18
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.			18.50
Borough of Berwick (Sewerage Rent Due)			12.00

Susquehanna Savings Association
now known as SUSQUEHANNA SAVINGS,
A DIVISION OF ATLANTIC FINANCIAL
FEDERAL
vs

FRED C. SNYDER and
MARTHA J. SNYDER, his wife
NO. 1142 - 1983 J.D.
NO. 88 - 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
27 JANUARY 1984

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

LIST OF LIENS

VERSUS

FRED C. SNYDER & MARTHA J. SNYDER

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association
n/k/a Susquehanna Savings
versus
Fred C. Snyder and Martha J. Snyder

No. 1142 of Term, 1983
Real Debt ||\$ 21,063.50
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien November 28, 1983
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL

I, ~~Frank X. Beshen~~, 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

FRED C. SNYDER AND MARTHA J. SNYDER, 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 20th day of January
A.D., 19 84

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 3rd day of January, 1978, between the Mortgagor, FRED C. SNYDER and MARTHA J. SNYDER, 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 Eighteen thousand (\$18,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 3, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 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 Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; THENCE southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

This description is intended to cover Lot No. 98 in the Duval Dickson's Third Plot of Lots as shown on plot or plan, on which is erected a large frame dwelling house and outbuildings.

BEING the same premises conveyed by Ronald D. Samsel and Janet E. Samsel, his wife, to Fred C. Snyder and Martha J. Snyder, his wife, the Mortgagors herein, by deed dated January 3, 1978 and about to be recorded in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

This is a purchase money mortgage.

IMPROVED with a single family dwelling

which has the address of 1721 Lincoln Avenue, Berwick, Columbia County,
(Street) (City)
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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Fred C. Snyder
Fred C. Snyder

—Borrower

Martha J. Snyder
Martha J. Snyder

—Borrower

COMMONWEALTH OF PENNSYLVANIA, County ss:

On this, the 3rd day of January, 1978, before me, a notary public, the undersigned officer, personally appeared FRED C. SNYDER and MARTHA J. SNYDER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires: 12/12/79.
Berwick, Columbia County, PA.

John M. Ketter
NOTARY PUBLIC

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

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania, in Mortgage Book No. 187 Page 950, etc.

WITNESS my hand and Seal of Office this 4th day of January, 1978
3:44 p.m.

Mary G. Bower

Kucker

No. 30	Mortgage	FRED C. SNYDER and MARTHA J. SNYDER, his wife,	TO Susquehanna Savings Association	DATE: January 3, 1978 PREMISES: 1721 Lincoln Avenue, Berwick, Pennsylvania REAL DEBT: \$18,000.00 MONTHLY PAYMENT: 147.99	Record and Return to Joseph Serling Attorney for Association 960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania
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REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

MORTGAGOR(S):		ACCOUNT NUMBER 32967-2	301 Market Street	
LAST NAME SNYDER	FIRST FRED	INITIAL C.	SPOUSE'S NAME MARTHA J.	ADDRESS Berwick
ADDRESS 1721 LINCOLN AVENUE BERWICK, PA 18603				PENNSYLVANIA

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of Columbia, Commonwealth of Pennsylvania, to wit:

Located in the borough of Berwick, 1721 Lincoln Avenue, further described in Deed Book 285, Page 169.

together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagor is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

[illegible][illegible]

Payment of \$ 2,341.20 and having the date of its final payment due on April 2, 1934

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagee will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon, to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Note and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, than all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.

(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagee shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(B) All Mortgages shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 25th day of March, 19 81

Signed, sealed and delivered in the presence of:

Perry Bobersky

~~TERRY ROBERTS~~

SCOTT GEARY

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF

On this 25th day of MARCH

19 8/, before me, a Notary Public,

personally appeared Fred C. Snyder

Saveria and Martha J. known to me to be

the person(s) whose name(s) are subscribed to the within instrument and acknowledged that They executed the same for the purposes therein contained.

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

My Commission Expires: 6-28-84

Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia 12:09 p.m.

Witness my hand this _____ day of _____
19 _____

Agent of Mortgage

Recorded on this 30th day of March, A.D. 19 81 in the Recorder's Office of the said County.

in Mortgage Book, Vol. 204, page 191

Given under my hand and the seal of the said office the day and year aforesaid.

This instrument was drafted by

Business Address:

*Name and address of each mortgagor and witness is required.

*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

**To
THORP CONSUMER
DISCOUNT COMPANY**

Address
301 Market Street
Berwick, PA 18603

100%

BOOK 204 PAGE 192

Recorded

Number
294

Fortyfour

This Mortgage,

Made the 12th day of July, in the year of our Lord one thousand nine hundred and eighty-two (1982)

Between FRED SNYDER and MARTHA J. SNYDER, his wife, of the Township of Salem, County of Luzerne and State of Pennsylvania,

MORTGAGORS,

-----and-----

RONALD D. SAMSEL and JANET E. SAMSEL, his wife, of the Township of Salem, County of Luzerne and State of Pennsylvania,

MORTGAGEES

Witnesseth, Whereas, the Mortgagors, their Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagee S. Their certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of SEVEN THOUSAND NINE HUNDRED FORTY-SIX and 22/100 (\$7,946.22) Dollars, conditioned for the payment of a debt of THREE THOUSAND NINE HUNDRED SEVENTY-THREE and 11/100 (\$3,973.11) Dollars,

with interest at the rate of 9% (nine percent) per annum on the unpaid balance, in monthly installments of FIFTY-SEVEN and 01/100 (\$57.01) DOLLARS each, first installment to be paid on July 15, 1982, and thereafter on the 15th day of each month until the principal and interest are fully paid, said payment to be applied first to the payment of interest and the balance to principal, except that any remaining balance shall become due and payable at the end of 8 years and 3 months from the date hereof, i.e. October 15, 1990, with the privilege to the Mortgagors herein to prepay the whole amount in full or in part at any time.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to estovers and that if the said Mortgagors shall neglect or refuse to keep said premises in repair, the Mortgagee S. may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagors to the Mortgagee S. hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon.

And Also, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, insured against loss by fire and other casualties covered by the standard form of extended coverage for the benefit of the Mortgagee S. in a sum not less than the total due hereon from time to time and to take no insurance on said buildings not marked for the benefit of the Mortgagee S. and to pay all premiums on said insurance within thirty (30) days after written notice of their being due shall have been given to the said Mortgagor S.

And THE FURTHER CONDITION OF THE SAID OBLIGATION IS SUCH, that upon default for thirty days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for thirty (30) days after written notice of its being due shall have been given to the Mortgagor S. or upon default in the payment of any tax assessed against the said premises for one year after the first day of January

next succeeding its assessment, or if a breach of any of the conditions of the said obligation be made by the said Mortgagor & their Heirs, Devisees, or Personal Representatives, then the said principal sum shall become due and payment of the same, with all interest, taxes, and premiums of insurance due thereon, as therein provided, together with an Attorney's commission of ten (10) percent on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the Mortgagor S, to better secure payment of the said debt and the performance of the covenants in the said Bond, do grant and convey to the Mortgagee S, their Heirs, Successors and Assigns,

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

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; thence southerly a distance of 45 feet to corner of Lot No. 99; thence westerly a distance of 145 feet to a 15 foot alley; thence northerly a distance of 45 feet to corner of Lot No. 97; thence easterly a distance of 145 feet to the place of beginning.

BEING the same premises conveyed to the Mortgagors herein by deed dated January 3, 1978, and recorded in Columbia County deed book 285 page 169

with the appurtenances, reversions, remainders, rents, issues and profits.

To Have and to Hold TO THE SAID Mortgagee S, their Heirs, Successors and Assigns forever.

And the said Mortgagor S and Mortgagee S do hereby covenant and agree that if the said Mortgagor S their Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance for thirty days after written notice of its being due shall be given to the Mortgagor S, or to pay all taxes upon the premises within one year after the first day of January next succeeding its assessment, the said Mortgagee S, their certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

And the said Mortgagor S do hereby covenant and agree to pay the said mortgage debt, with interest and all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

And the said Mortgagor S, do hereby covenant and agree that upon default for thirty days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for thirty days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, or if a breach of any of the conditions of the said mortgage be made by the said Mortgagor S, their Heirs, Devisees, or Personal Representatives, then the said Mortgagee S their certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms hereof, together with an attorney's commission of ten (10) per centum upon the said principal sum, and all costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable consideration, and any judgment thus recovered shall be enforceable without defalcation or stay of execution, the Mortgagor S hereby further waiving the rights of inquisition and appeal, all rights under any present or future exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had hereupon.

And the said Mortgagor S and Mortgagee S do hereby covenant and agree that if the said Mortgagor S their Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the said Mortgagee or their certain Attorneys, Legatees, Successors, Personal Representatives, or Assigns, the said principal sum with interest as agreed, and shall without default keep the buildings on the premises insured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.

Witness the hand and seal of the said Mortgagor S the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Francis E. Snyder

Fred Snyder
Martha J. Snyder

Seal

Seal

Seal

Seal

Seal

Commonwealth of Pennsylvania

County of Columbia

On this, the 12th day of July

A. D. 1982 before me
the undersigned Officer.

Antony J. Snyder
personally appeared before me and acknowledged to me that he executed the within instrument for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

State of

County of

On this, the

day of

A. D. 1982, before me

the undersigned Officer, personally known to me (or satisfactorily

appeared proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this Mortgage

Attorney for

TO RECORD

REC'D - RECORDER
COLUMBIA CO., PA.

TAX \$20.00 FEE \$3.00
AUG 31 4 14 PM '82

Number 389

Mortgage

Common Sense

FRED SNYDER and MARTHA J.

SNYDER, his wife,

Mortgagors,

To

RONALD D. SAMSEL and JANET

E. SAMSEL, his wife,

Mortgagees

Dated
Upon
To secure
Payable

Entered for record in the Recorder's
Office of
the
County
day of
A. D. 19
Tax \$
Fees \$

Recorder.

Form No. 046 (Legal Blank) Printery, Lancaster, Pa.

Commonwealth of Pennsylvania

County of Columbia 4:14 p.m.

Recorded on this 31st day of August,

A. D. 1982, in the Re-

corde's Office of the said County in Mortgage Book 309, Volume

Page 433.

Given under my hand and seal of the said Office, the date above written

Beverly J. Michael, Acting

Recorder

309 433 426

TAX NOTICE

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER
114 MULBERRY ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 8 DURING DISCOUNT
PHONE 752-7442 ONLY

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESS LABEL TO THE FOLLOWING:

A SNYDER, FRED & MARTHA J
1721 LINCOLN AVENUE
BERWICK, PA 18603

TAX NOTICE

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER
114 MULBERRY ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 8 DURING DISCOUNT
PHONE 752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

A SNYDER, FRED & MARTHA J
1721 LINCOLN AVENUE
BERWICK, PA 18603

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESS LABEL TO THE FOLLOWING:

COLUMBIA COUNTY

FOR DESCRIPTION

COUNTY R.E.
TWP/BORO R.E.

ASSESSMENT 1750
MILLS 18.00
LESS DISCOUNT 21.00

TAX 30.37
IF PAID ON OR BEFORE 36.01

AMOUNT DUE 31.50
INCL. PENALTY 34.65
38.59

DATE 03/01/83 BILL NO. 04067

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT



66.88
APR 30
IF PAID ON OR BEFORE

68.25
JUN 30
IF PAID ON OR BEFORE

73.24
JULY 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION

COUNTY 10% TWP/BORO 5%
ACCT NO. 14448
PARCEL 04.1-11-69
1721 LINCOLN AVENUE L 98
BUILDINGS 150
1,600

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

TOTAL 4-19-83 1,750

66.88

FOR BERWICK AREA SCHOOL DISTRICT

DESCRIPTION

SCHOOL R.E.

ASSESSMENT 1750
MILLS 85.00
LESS DISCOUNT 145.77

TAX 148.75
IF PAID ON OR BEFORE 156.19

AMOUNT DUE 156.19
INCL. PENALTY

DATE 07/01/83 BILL NO. 04068

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT



145.77
APR 30
IF PAID ON OR BEFORE

148.75
JUN 30
IF PAID ON OR BEFORE

156.19
JULY 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION

SCHOOL 5%
ACCT NO. 14448
PARCEL 04.1-11-69
1721 LINCOLN AVENUE L 98
BUILDINGS 150
1,600

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 1,750

8/31/83

These taxes are paid in full for 1983
By Sunghwan Song
Thank you
Connie Ginger

BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000824

344 MARKET ST. BERWICK, PA. 18603

DATE December 7, 1983

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

STATEMENT

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

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE January 26, 1984 property located at 1721
Lincoln Ave., Berwick, Pa. owned by Fred Snyder. The sewer
bill is as follow:

569 NOV, DEC, JAN 1984 \$ 12.00

Please make check payable to BOROUGH OF BERWICK along with the
new owners name, address and the date of the transfer.

Christopher Klinger
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID

PAID BY CHECK NO.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6792

Feb. 7, 1984

60-593
313PAY
TO THE
ORDER OF

Borough of Berwick

\$ 12.00

Twelve and 00/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Susa. Savings vs Snyder
NO. 88 of 1983 E.D.
SEWER Rent Due

031305936

572081000

05

Victor B. Vandling

Snyder Sheriff Sale
\$140.18

SHERIFF'S SALE

By virtue of a writ of execution No. 88 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 Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on: Thurs., Jan. 26, 1984 at 10:00 o'clock a.m.

accord
with i
ty of C
and h
Court
of the
issue

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 Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; THENCE southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

This description is intended to cover Lot No. 98 in the Duval Dickson's Third Plot of Lots as shown on plot or plan, on which is erected a large frame dwelling house and outbuildings. BEING the same premises conveyed by Ronald D. Samsel and Janet E. Samsel, his wife to Fred C. Snyder and Martha J. Snyder, his wife, by deed dated January 3, 1978 and recorded in the Office of the Recorder of

exactly as printed and published; that the affiant is one of the owners and newspaper in which legal advertisement or notice was published; that neither Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place, publication are true.

Paul R. E.

Sworn and subscribed to before me this 19th day of Jan.

Matthew J. Cum

(Notary Public, Office of the Recorder of

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6751

JAN. 23, 1984

60-593
313

PAY
TO THE
ORDER OF

Press-Enterprise

\$ 140.18

One Hundred Forty and 18/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR SUSQ. SAVINGS & SNYDER
No. 88 OF 1983 E.D.

Victor B. Vandling

031305936

57281000

05

Division of Atlantic
Financial Federal vs.
Fred C. Snyder and
Martha J. Snyder, his
wife.
JOSEPH SERLING,
Attorney
VICTOR B. VANDLING,
Sheriff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn accord
and says that Press-Enterprise is a newspaper of general circulation with i
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of C
of Pennsylvania, and was established on the 1st day of March, 1902, and h
daily (except Sundays and Legal Holidays) continuously in said Town, Coun
the date of its establishment; that hereto attached is a copy of the
advertisement in the above entitled proceeding which appeared in the issue
on Jan 4, 11, 18
exactly as printed and published; that the affiant is one of the owners and
newspaper in which legal advertisement or notice was published; that neith
Press-Enterprise are interested in the subject matter of said notice and a
that all of the allegations in the foregoing statement as to time, place,
publication are true.

Sworn and subscribed to before me this 19th day of Jan.

Matthew J. Crame
(Notary P

My Commission

MATTHEW J. CRAME
BLOOMSBURG COLU
MY COMMISSION EXPIR
Member Pennsylvania Ass

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

SHERIFF'S SALE

By virtue of a writ of
execution No. 88 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 Sheriff's Office,
Bloomsburg, Columbia
County, Pennsylvania, on:
Thurs., Jan. 26, 1984
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 Borough of Berwick,
County of Columbia, and
State of Pennsylvania,
bounded and described
as follows:

BEGINNING at the corner
of Lot No. 97 on Lincoln
Avenue; THENCE south-
erly, a distance of 45
feet to corner of Lot No.
99; THENCE westerly, a
distance of 145 feet to a
15 foot alley; THENCE
northerly, a distance of
45 feet to corner of Lot
No. 97; THENCE easterly,
a distance of 145 feet to
the place of beginning.

This description is
intended to cover Lot
No. 98 in the Duval Dick-
son's Third Plot of Lots
as shown on plot or
plan, on which is erected
a large frame dwelling
house and outbuildings.

BEING the same premises
conveyed by Ronald D.
Samsel and Janet E.
Samsel, his wife to Fred
C. Snyder and Martha J.
Snyder, his wife, by
deed dated January 3,
1978 and recorded in the
Office of the Recorder of
Deeds in and for Colum-
bia County in D.B. 285,
page 169.

IMPROVED with a single
family dwelling which
has the address of 1721
Lincoln Ave., Berwick,
Columbia County, Penn-
sylvania.

NOTICE is hereby given to
all claimants and parties
in interest, that the Sher-
iff will on January 27,
1984 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 ther-
eto within ten (10) days
thereafter.

Seized and taken into
execution at the suit of
Susquehanna Savings
Association n/k/a Sus-
quehanna Savings, A
Division of Atlantic
Financial Federal vs.
Fred C. Snyder and
Martha J. Snyder, his
wife.

JOSEPH SERLING,
Attorney
VICTOR B. VANDLING,
Sheriff

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 26TH day of JANUARY 19 84, at 10:00

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, 31 West Market St., Wilkes-Barre, Pa.

for the price or sum of Three Hundred Twenty-One and 88/100 (\$321.88) plus Six and 44/100 (\$6.44) 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 Co. Sheriff's Dept.	Sale Cost	\$98.95	
	Poundage	6.44	
			\$105.39
Press-Enterprise, Inc.			140.18
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.			18.50
Borough of Berwick (Sewerage RentDue)			12.00
		500.00 328.32 171.68	328.32

Susquehanna Savings Association
now known as SUSQUEHANNA SAVINGS,
A DIVISION OF ATLANTIC FINANCIAL
FEDERAL
February 7, 1984

vs Mr. Serling,

FRED C. SNYDER and
MARTHA J. SNYDER, his wife
NO. 1142 - 1983 J.D.
NO. 88 - 1983 E.D.

The above distribution was made this date. Deed has been filed with the Recorder of Deeds with instructions to forward same to Atty. Bull who will then see that you receive it.

Refund check of \$171.68 enclosed.
Monies returned as costs (bid)
amounted to \$321.88 plus Poundage
for total of \$328.32.

Al Zule

Sheriff's Office, Bloomsburg, Pa.) So answers
27 JANUARY 1984
Victor B Vandling
VICTOR B. VANDLING Sheriff

7/6/83

SHERIFF'S SALE

COST SHEET

SUSQUEHANNA SAVINGS VS SNYDER, Fred + Martha

THURSDAY,

26 JANUARY 1984

NO.

88 of '83 E.D.

WRIT OF EXECUTION:

Judgement --- Principal \$ 21,063.50
 Insurance _____
 Interest from 10-6-83 to _____
 Real Estate Tax _____
 Interest from _____ to _____
 _____ days @ \$ _____ per day
 Attorneys' Fee _____

Total ... \$ 21,063.50 \$ _____

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ 15.00
 Pro. Pd. 35.50
 Shff. V. 40.93
 Judg. Fee 9.00
 Atty. Fee _____
 Satisfaction _____

Total ... \$ 100.43 \$ 100.4321,163.93321.8821,485.81

SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75
 Service of Notice 15.00
 Postage _____
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00
 Advertising, Sale Bills 5.00
 Newspapers 5.00
 Mileage 23.20
 Crying/Adjourn of Sale 5.00
 Sheriff's Deed (executing & registering) 20.00
 Solicitor's fee _____

Total... \$ 98.95 \$ 98.95

Press-Enterprise \$ 140.18
 Henrie Printing 37.25

Total ... \$ 177.43 \$ 177.43

Prothonotary - List of Liens \$ 10.00
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

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

Total ... \$ 18.50 \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19____ \$ _____
 School Taxes, District _____, 19____
 Delinquent Taxes, 19____, 19____, 19____, TOTAL AMOUNT _____

Total ... \$ _____ \$ _____

SEWERAGE RENT DUE:

Municipality Berwick (Nov-Dec-Jan) for 1983-84 \$ 12.00

\$ 12.00TOTAL TAXES & COSTS ----- \$ 321.88BUYER: PLAINTIFFBID PRICE: \$ _____ POUNDAGE \$ 6.44DEED IN NAME OF: SUSQ SAVINGS, A TRUST FOR FRED + MARTHA SNYDER 81 W. MARKET ST., P.O. BOX 100

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Not to be used for recording purposes

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 26TH day of JANUARY 19 84, at 10:00

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, 31 West Market St., Wilkes-Barre, Pa.

for the price or sum of Three Hundred Twenty-One and 88/100 (\$321.88) plus Six and 44/100 (\$6.44) 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 Co. Sheriff's Dept.	Sale Cost	\$98.95	
	Poundage	6.44	
			\$105.39
Press-Enterprise, Inc.			140.18
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.			18.50
Borough of Berwick (Sewerage RentDue)			12.00

Susquehanna Savings Association
now known as SUSQUEHANNA SAVINGS,
A DIVISION OF ATLANTIC FINANCIAL
FEDERAL

vs

FRED C. SNYDER and
MARTHA J. SNYDER, his wife

NO. 1142 - 1983 J.D.
NO. 88 - 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
27 JANUARY 1984 }
So answers
Victor B Vandling
VICTOR B. VANDLING
Sheriff

REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY
BOOK NUMBER _____
PAGE NUMBER _____
DATE RECORDED _____

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

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Fred C. Snyder and Martha J. Snyder, his wife, By the SHERIFF of Columbia County

GRANTOR (S) ADDRESS ZIP CODE

Susquehanna Savings, A Division of Atlantic Financial Federal, 31 W. Market St.,

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS: Wilkes-Barre, Pa. 18701

1721 Lincoln Avenue Berwick Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 321.88 HIGHEST ASSESSED VALUE \$ 1750.00

FAIR MARKET VALUE \$ 5260.00 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

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

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

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

NAME ADDRESS TITLE

SUCCESSFUL BIDDER See Grantee.

NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1750.00
JUDGEMENT PLUS INTEREST	\$ 21,063.50		
BID PRICE		\$ 321.88	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 12.00	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 309.88	\$	
TOTAL	\$ 21,385.38	\$ 321.88	\$ 1750.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

DAY OF 19

NOTARY PUBLIC

MY COMMISSION EXPIRES 19

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

A. J. Zale
☐ GRANTEE ☐ AGENT FOR GRANTEE
☐ GRANTOR ☒ AGENT FOR GRANTOR
☐ STRAW ☐ TRUSTEE

AFFIDAVIT AND IDENTIFICATION

I, ANTHONY WHITE, of Scranton, Lackawanna County, Pa.
(Name)

being duly sworn according to law do hereby depose and say that I am Manager
(Title)
of Delinquent Loan Dept. of Susquehanna Savings, A Div of AFF in connection
(Title) (Mortgagee)

with mortgage foreclosure filed in the Sheriff's Office of Columbia County against
Fred C. and Martha J. Snyder which is scheduled for Sheriff's
(Mortgagor)
Sale on January 26, 1984 and that I am authorized to
(Date)
make this affidavit on behalf of Susquehanna Savings, A Div of AFF
(Mortgagee)

I further depose and say that the said Fred C. and Martha J. Snyder
(Mortgagor)

does not come within any of the provisions of the Act of General Assembly of Pennsylvania, being House Bill No. 500 Session of 1983 which would preclude the Sheriff of Columbia County from proceeding with this Sheriff's Sale scheduled for January 26th, 1984
(Date) and I hereby direct the Sheriff to proceed with said sale

I further depose and say that Susquehanna Savings, A Div of AFF
(Mortgagee)
agrees to indemnify and save harmless the Sheriff of Columbia County against any and all actions, claims and demands and losses, damages, costs and expenses whatsoever that may result from proceeding with Sheriff Sale by Susquehanna Savings, A Div of AFF
(Mortgagee) AFF
against Fred C. and Martha J. Snyder in reliance by the
(Mortgagor)
Sheriff of Columbia County on this affidavit.

Sworn and subscribed to before me
this 12 day of January, 1984.

Jane R. Smith

Anthony White
MORTGAGEE
Anthony White



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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

January 10, 1984

Joseph Serling, Esq.
960 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

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

vs

Fred C. Snyder and Martha J.
Snyder, his wife

NO: 88 of 1983 E.D.

Dear Mr. Serling,

The captioned matter is scheduled for Sheriff's Sale to be held on Thursday, January 26, 1984 at 10:00 A.M.

You requested and enclosed is a copy of the affidavit being used by Columbia County as a result of the passage of House Bill 500.

Note that it is of the same design as that being used in Luzerne County.

Upon completion please return it to our office or present it to the undersigned prior to time of sale.

Very truly yours,

A. J. Zale for
Victor B. Vandling, Sheriff

SUSQUEHANNA SAVINGS ASSOC. : IN THE COURT OF COMMON PLEAS
now known as Susquehanna Savings,
A Division of Atlantic Financial : OF COLUMBIA COUNTY
Federal :
Plaintiff : CIVIL ACTION--LAW
vs. : Action of Mortgage Foreclosure
FRED C. SNYDER AND :
MARTHA J. SNYDER, his wife, :
Defendants : No. 1142 of 1983

NOTICE OF SHERIFF'S SALE OF
REAL ESTATE

TO: Fred C. Snyder and Martha J. Snyder, 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 Thursday,
January 26, ¹⁹⁸⁴ ~~1983~~ at 10 : 00 o'clock ^{forenoon} ~~afternoon~~ A.M., in the ~~afternoon~~ of the said day,
all your right, title and interest in and to ALL that certain piece or parcel of
land situate in the Borough of Berwick, County of Columbia and State of
Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; THENCE

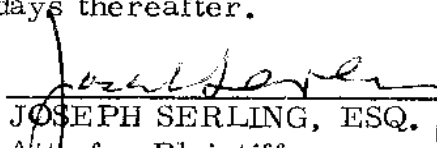
southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

This description is intended to cover Lot No 98 in the Duval Dickson's Third Plot of Lots as shown on plot or plan, on which is erected a large frame dwelling house and outbuildings.

BEING the same premises conveyed by Ronald D. Samsel and Janet E. Samsel, his wife, to Fred C. Snyder and Martha J. Snyder, his wife, by deed dated January 3, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285, page 169.

IMPROVED with a single family dwelling which has the address of 1721 Lincoln Avenue, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on January 27, 1984, ~~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
960 United Penn Bank Bldg.,
Wilkes-Barre, Pa. 18701

SUSQUEHANNA SAVINGS ASSOC.	IN THE COURT OF COMMON PLEAS
now known as Susquehanna Savings,	:
A Division of Atlantic Financial Federal	OF COLUMBIA COUNTY
	:
Plaintiff	CIVIL ACTION--LAW
	:
vs.	Action of Mortgage Foreclosure
	:
FRED C. SNYDER AND	
MARTHA J. SNYDER, his wife,	:
Defendants	No. 1142 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 Assoc. now known as Susquehanna Savings, A Division of Atlantic Financial Federal, and as such is authorized to make this Affidavit; that to the best of his personal knowledge, information and belief, the names and last known address of the Defendants, Fred C. Snyder and Martha J. Snyder his wife is 1721 Lincoln Ave., Berwick, Columbia Co. Pa.

Robert Ruch
ROBERT RUCH

Sworn to and subscribed
before me this 31 day
of November, 1983.

James R. Smith
Notary Public

My Commission Expires:

JAMES R. SMITH
NOTARY PUBLIC
My Commission Expires: 12-31-1987

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANT

Revised by the Department of Public Safety, Bureau of Identification, Harrisburg, Pa.

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LUZERNE :

ROBERT RUCH being duly sworn according
to law, does depose and say that he did, upon request of
Susquehanna Savings, A Division of Atlantic Financial Federal
investigate the status of Fred C. and Martha J. Snyder
with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally _____
_____ and your affiant avers that _____
_____ they ~~is~~/are not now, nor ~~was~~/were ~~xxx~~/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.

Robert Ruch
Robert Ruch

Sworn to and subscribed before me

this 21 day of November, 19 83

Jane R. Smith

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

Not Commission Expires

PLAINTIFF

Term 19⁸³_____

V.S.

Fred C. Snyder and

Martha J. Snyder, 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
1721 Lincoln Avenue, 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 ~~xxxxxx~~^{Real personal} property levied on by virtue of this writ. ~~XX~~

[Faint handwritten notes at the bottom of the page]



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Susquehanna Savings, etc.

VS

Fred C. Snyder and Martha J

Snyder, h/w

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

POSTING OF PROPERTY

December 20, 1983 at 5:10 PM., posted a copy of the
SHERIFF'S SALE bill on the property of Fred C. Snyder and Martha J Snyder
1721 Lincoln Ave., 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
21 day of December 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

Susquehanna Savings ect.

VS

Fred C. Snyder and Martha J. Snyder

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. 88 of 1983 ED.

WRIT OF EXECUTION

SERVICE ON Fred C. Snyder

ON December 6, 1983 at 4:55 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,
Fred C. Snyder at 130 Iron 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 7th day of December
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 ect..

VS

Fred C Snyder and Martha J Snyder

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

NO. 88 of 1983ED

WRIT OF EXECUTION

SERVICE ON Martha J Snyder

ON December 6, 1983 at 4:50 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,
Martha J. Snyder at 130 Iron 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 7th day of December
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

By virtue of a writ of execution no. 88 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 Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on Thursday, January 26, 1984 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 Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; THENCE southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

This description is intended to cover Lot No. 98 in the Duval Dickson's Third Plot of Lots as shown on plot or plan, on which is erected a large frame dwelling house and outbuildings.

BEING the same premises conveyed by Ronald D. Samsel and Janet E. Samsel, his wife to Fred C. Snyder and Martha J. Snyder, his wife, by deed dated January 3, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285, page 169.

IMPROVED with a single family dwelling which has the address of 1721 Lincoln Ave. Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on January 27, 1984 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of Susquehanna Savings Association n/k/a Susquehanna Savings, A Division of Atlantic Financial Federal vs. Fred C. Snyder and Martha J. Snyder, his wife.

JOSEPH SERLING, ATTORNEY

VICTOR E. VANDLING, Sheriff

Copies to:

HENRIE PRINTING. 12/1/83
12/5 P-E, Legal Ads, Wed. Jan 4, 11, 18, 1984. Affidavit requested.
Connie GINGER, Tax Collector 12/5
Chris Klinger, Bwk. Boro Sewerage Clerk. 12/5

By virtue of a writ of execution no. 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 Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on , 1983 at o'clock M., in the afternoon of the said day, all the right, title and interest of the Defendants in and to:

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

BEGINNING at the corner of Lot No. 97 on Lincoln Avenue; THENCE southerly, a distance of 45 feet to corner of Lot No. 99; THENCE westerly, a distance of 145 feet to a 15 foot alley; THENCE northerly, a distance of 45 feet to corner of Lot No. 97; THENCE easterly, a distance of 145 feet to the place of beginning.

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Seized and taken into execution at the suit of Susquehanna Savings Association n/k/a Susquehanna Savings, A Division of Atlantic Financial Federal vs. Fred C. Snyder and Martha J. Snyder, his wife.

SAID PREMISES WILL BE SOLD BY:
SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY