

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 13th day of SEPTEMBER 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 Atlantic Financial Federal, Market Street, Wilkes-Barre, Pennsylvania

for the price or sum of SEVEN HUNDRED-FIVE and 31/100 (\$705.31) plus FOURTEEN and 11/100 (\$14.11) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$88.35	
	Poundage	<u>14.11</u>	
			\$102.46
Surcharge Fee (State Treasurer)			10.00
Press-Enterprise, Inc.			153.41
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie C. Gingher, Tax Collector Berwick Boro. (1984 Sch. Dist. Taxes)			370.80
Borough of Berwick (Sewerage Rent)			12.00

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

vs

ROBERT W. GUTHRIE AND WENDY J.
GUTHRIE, his wife

NO. 638 - 1984 J.D.
NO. 38 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }
14 SEPTEMBER 1984

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING

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 Fed.
Plaintiff

vs.

ROBERT W. GUTHRIE AND WENDY J.

GUTHRIE, his wife,
Defendants

IN THE COURT OF COMMON PLEAS OF
~~LUZERN~~ COLUMBIA COUNTY, PENNSYLVANIA

No. 638 Term 1984 J.D.

No. 38 Term 1984 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ 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 northeasterly corner of Lot No. 11 on the southerly side of West Front Street; THENCE in an easterly direction, along West Front Street, a distance of 50 feet to the northwesterly corner of Lot No. 13; THENCE in a southerly direction along said lot, a distance of 180 feet to the northerly line of Green Street, formerly Stable Street; THENCE along Green Street, in a westerly direction, a distance of 50 feet to the southeasterly corner of Lot No. 11; THENCE along said lot, in a northerly direction, a distance of 180 feet to West Front Street the place of beginning. BEING Lot No. 12 of a plot of lots cut from the Freas Fowler farm.

BEING the same premises conveyed by Susquehanna Savings Association, a Pennsylvania Corporation, to Robert W. Guthrie and Wendy J. Guthrie, his wife, the Defendants herein, by deed dated December 8, 1981 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Recording Book Vol. 304, page 958.

IMPROVED with a single family dwelling which has the address of 610 West Front Street, Berwick, Columbia County, Pennsylvania.

Amount Due \$ 22,430.39

and costs
Interest from 6/6/84 to 7/11/84 \$ 426.45
22,856.84

+ \$ 2,243.04 ~~Plus costs~~ Atty.'s Commission

\$ 25,099.88 plus costs & interest (7.5302 per diem

from 7/11/84 to date of sale.
as endorsed.

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

Dated 7-24-84

(SEAL)

By:

Helen K. Linn

Deputy

SUSQUEHANNA SAVINGS ASSOCIATION	:	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
ROBERT W. CUTHRIE AND WENDY J.	:	
GUTHRIE, his wife,	:	
Defendants	:	No.638 OF 1984

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

To Robert W. Guthrie and Wendy J. Guthrie, 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 Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on Thursday, September 13, 1984, at 10:00 o'clock P.M. in the ~~afternoon~~^{fore} of that 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 northeasterly corner of Lot No. 11 on the southerly side of West Front Street; THENCE in an easterly direction, along West Front Street, a distance of 50 feet to the northwesterly corner of Lot No. 13; THENCE in a southerly direction along said lot, a distance of 180 feet to the northerly line of Green Street, formerly Stable Street; THENCE along Green Street, in a westerly direction, a distance of 50 feet to the southeasterly corner of Lot No. 11; THENCE along said lot, in a northerly direction, a distance of 180 feet to West Front Street, the place of beginning. BEING Lot No. 12 of a plot of lots cut from the Freas Fowler farm.

BEING the same premises conveyed by Susquehanna Savings Association, a Pennsylvania Corporation, to Robert W. Guthrie and Wendy J. Guthrie, his wife, the Defendants herein, by deed dated December 8, 1981 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Recording Book Vol. 304, page 958.

IMPROVED with a single family dwelling which has the address of 610 West Front Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on September 14, 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.

JOSEPH SERLING, ESQ.
960 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

LIST OF LIENS
VERSUS

ROBERT W. GUTHRIE and WENDY J. GUTHRIE

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association,
n/k/a Susquehanna Savings
versus
Robert W. Guthrie and Wendy J. Guthrie
No. 638 of Term, 1984
Real Debt \$22,430.39
Interest from
Commission
Costs
Judgment entered
Date of Lien July 24, 1984
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 XXXXXXX~~ 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 W. Guthrie and Wendy J. Guthrie, his wife

and find as follows:

See photostatic copy attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and
seal of office this 10th day of September
A.D., 1984.

Beverly J. Michael.....RECORDER

MORTGAGE

THIS MORTGAGE is made this 9th day of DECEMBER, 1981, between the Mortgagor, **ROBERT W. GUTHRIE AND WENDY J. GUTHRIE, HIS WIFE**, (herein "Borrower"), and the Mortgagee, **SUSQUEHANNA SAVINGS ASSOCIATION**, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **TWENTY THOUSAND (\$20,000)** Dollars, which indebtedness is evidenced by Borrower's note dated **December 9, 1981** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **January 1, 2001**

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 northeasterly corner of Lot No. 11 on the southerly side of West Front Street; **THENCE** in an easterly direction, along West Front Street, a distance of 50 feet to the northwesterly corner of Lot No. 13; **THENCE** in a southerly direction along said lot, a distance of 180 feet to the northerly line of Green Street, formerly Stable Street; **THENCE** along Green Street, in a westerly direction, a distance of 50 feet to the southeasterly corner of Lot No. 11; **THENCE** along said lot, in a northerly direction, a distance of 180 feet to West Front Street, the place of beginning. **BEING** Lot No. 12 of a plot of Lots cut from the Heas Fowler farm.

BEING the same premises conveyed by Susquehanna Savings Association, a Pennsylvania Corporation, to Robert W. Guthrie and Wendy J. Guthrie, his wife, the Mortgagors herein, by deed dated 1981 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

which has the address of **610 West Front Street, Berwick, 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 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:

.....
Robert W. Guthrie
—Borrower

.....
Wendy J. Guthrie
—Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the day of December 19 81, before me, ... A Notary Public
..... the undersigned officer, personally appeared Robert W. Guthrie and Wendy J. Guthrie, his wife, known to me (or satisfactorily proven) to be the person, whose name, etc., subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained. There are no divorce proceedings pending in any jurisdiction between Robert W. husband, and Wendy J. wife.

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



.....
Joseph Serling
Title of Officer

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

JOSEPH SERLING, Attorney for Mortgagee

Columbia 8:29 a.m.

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Penn-

sylvania Mortgage Book No. ...207.... Page ...572...., etc.

Witness my hand and Seal of Office this 11th day of December 1981.

.....
Beverly J. Michael, Acting Recorder

REC'D BY RECORDER
COLUMBIA CO., PA.

TA 50 FEE 8.50
DEC 11 8 29 AM '81

No. 105	Mortgage	ROBERT W. GUTHRIE AND WENDY J. GUTHRIE, h/w	TO Susquehanna Savings Association	DATE: Dec. , 1981 PREMISES: 610 W. Front St., Berwick, Col. Co. Pennsylvania REAL DEBT: \$20,000. MONTHLY PAYMENT: \$241.48.	Record and Return to Joseph Serling Attorney for Association	960 United Penn Bank Bldg., Wilkes-Barre, Pa. 18701 Wm Gabrack
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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 6th day of SEPTEMBER 1984, at 10:15 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to UNITED PENN BANK, with principal office located in the City of Wilkes-Barre, Luzerne County, Pennsylvania for the price or sum of EIGHTEEN HUNDRED, EIGHT and 35/100 (\$1808.35) plus THIRTY-SIX and 16/100 (\$36.16) Poundage -----Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$143.35	
	Surcharge	14.00	(State Treasurer)
	Poundage	36.13	193.48
Press-Enterprise, Inc.			238.67
Henrie Printing			47.90
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie C. Gingher, Tax Collector, Berwick Borough			515.30
Borough of Berwick (Sewerage Rent)			815.63

UNITED PENN BANK

vs

HOWARD A. BEACH, LORRAINE L. BEACH,
ELLEN M. LEARN and DOUGLAS COPE
and MARY ANN COPE, Terre Tenant

NO. 408 - 1984 J.D.
NO. 30 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa.)
7 SEPTEMBER 1984

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

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

UNITED PENN BANK

vs.

HOWARD A. BEACH, LORRAINE L.
BEACH, ELLEN M. LEARN and
DOUGLAS COPE and MARY ANN
COPE, ~~Terre Tenant~~

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

No. 408 Term 19 84 J.D.

No. 30 Term 19 84 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~BUZZARD~~ 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):

See Exhibit "A" Attached

FILED
JUL 13 1984
CLERK OF COURT
BUZZARD COUNTY, PA

Amount Due

\$ 22,112.64

Interest from ~~to~~ July 5, 1984
Atty.'s Com (10%)

\$ 1,871.13
2,398.15

TOTAL

\$ 26,382.15 Plus costs

as endorsed.

Dated July 13, 1984

(SEAL)

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

By: Helene K. Linn

Deputy

EXHIBIT "A"

PARCEL NO. 1

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

BEGINNING at a point on the easterly side of Vine Street, 80 feet south of Eighth Street at the corner of Lot No. 29; THENCE along said lot in an easterly direction, 160 feet to an alley; THENCE along said alley in a southerly direction, 40 feet to Lot No. 27; THENCE along said lot in a westerly direction, 160 feet to Vine Street; THENCE along said street in a northerly direction 40 feet to the place of beginning.

Same being Lot No. 28 in Jackson and Crispin's Addition to the Borough of Berwick, Pa. and having thereon erected a double three story frame dwelling.

BEING the same premises conveyed to Howard A. Beach and Lorraine L. Beach, his wife, by deed of Frederick F. Holloman, unmarried, dated February 15, 1978, in Deed Book page

PARCEL NO. 2

ALSO 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, to wit:

BEGINNING at the corner of Lot Number twenty-six (26) on Susquehanna Avenue, formerly called River Street; THENCE along Susquehanna Avenue, in an easterly direction a distance of fifty-five and seventy-seven hundredths (55.77) feet to corner of Lot Number twenty-four (24); THENCE along same, in a northerly direction of distance of one hundred fifty-seven (157) feet to line of land now or late of the estate of John I. Jones; THENCE along same in a westerly direction a distance of fifty (50) feet to line of Lot Number twenty-six (26); THENCE along same in a southerly direction, a distance of one hundred eighty-two and nineteen hundredths (182.19) feet to the place of beginning. This description is intended to cover part of Lot Number twenty-five as marked on plot of Freas Fowler's Addition.

BEING the same premises conveyed to Robert J. Learn and Ellen M. Learn, his wife, by deed of Robert M. Davis and Geraldine E. Davis, his wife, dated June 9, 1962, recorded in Columbia County in Deed Book 213 at page 241. Robert J. Learn is now deceased and title vested in his widow, Ellen M. Learn.

LIST OF LIENS

VERSUS

HOWARD A. BEACH, LORRAINE L. BEACH, ELLEN M. LEARN & DOUGLAS COPE & MARY ANN COPE

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn Bank

versus

Howard A. & Lorraine L. Beach

No. 892 of Term, 1977
Real Debt ||\$10,500.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 3, 1977
Nature of Lien Judgment Note

Susquehanna Savings Association

versus

Howard A. & Lorraine L. Beach

No. 1960 of Term, 1977
Real Debt ||\$12,542.20
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien November 7, 1977
Nature of Lien

Susquehanna Savings Association

versus

Howard A. & Lorraine L. Beach

No. 562 of Term, 1980
Real Debt ||\$13,131.60
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Judgment Note
Nature of Lien

Pa. Gas & Water Co.

versus

Howard Beach

No. 488 of Term, 1984
Real Debt ||\$1,019.53
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 26, 1984
Nature of Lien Transcript of Judgment

United Penn Bank

versus

Howard A. & Lorraine L. Beach

No. 408 of Term, 1984
Real Debt ||\$26,285.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 21, 1984
Nature of Lien Default Judgment

LIST OF LIENS

VERSUS

HOWARD A. & LORRAINE L. BEACH, ELLEN M. LEARN & DOUGLAS COPE & MARY ANN COPE

Court of Common Pleas of Columbia County, Pennsylvania.

United Penn Bank	}	No. 408	of	Term, 19 84
		Real Debt		\$26,285.00
		Interest from		
versus		Commission		
		Costs		
Ellen M. Learn		Judgment entered		
	Date of Lien		June 21, 1984	
	Nature of Lien		Default Judgment	

United Penn Bank	}	No. 408	of	Term, 19 84
		Real Debt		\$26,285.00
		Interest from		
versus		Commission		
		Costs		
Douglas & Mary Ann Cope		Judgment entered		
	Date of Lien		June 21, 1984	
	Nature of Lien		Default Judgment	

Pennsylvania Gas & Water Co.	}	No. 889	of	Term, 19 84
		Real Debt		\$ 2,029.64
		Interest from		
versus		Commission		
		Costs		
Howard & Lorraine Beach		Judgment entered		
	Date of Lien		August 10, 1984	
	Nature of Lien		Transcript of Judgment	

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

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank B. Smith~~, 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

Howard A. Beach and Lorraine L. Beach, Ellen M. Learn and Douglas Cope and Mary Ann Cope and find as follows:

See Photostatic Copies Attached.

Fee \$5.00.....

In testimony whereof I have set my hand and seal of office this 4th day of September A.D., 19 84

Beverly J. Michael.....RECORDER

Mortgage

This Indenture, made the
of our Lord one thousand nine hundred and Seventy-Five (1975)

March

in the year

Between HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN
widow, of the Borough of Berwick, County of Columbia and State of Pennsylvania
(hereinafter whether singular or plural, with heirs, executors, administrators and assigns, called the Mortgagor) of the one part, and

Susquehanna Savings and Loan Association of Wilkes-Barre,

a corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter with its successors and assigns, called the Mortgagee), of the other part.

Whereas, the Mortgagor in and by a certain Obligation or Bond, duly executed under the hand and seal of said Mortgagor, bearing even date herewith, stands bound unto the said Mortgagee in the sum of Fifty Thousand

lawful money of the United States of America, conditioned for the payment to the above Mortgagee, at its office in Wilkes-Barre, Pa., or at such other place as the Mortgagee or the holder of said Obligation or Bond may from time to time designate, of the just sum of

Twenty-Five Thousand Dollars, (\$25,000.00) Dollars,
lawful money as aforesaid, and all additional moneys advanced by the Mortgagee, together with interest thereon from the date hereof, at the rate of Nine (9 %) per centum per annum on the unpaid balance thereof, Payment in monthly installments of not less than (\$209.80) Dollars, Two Hundred Nine Dollars and 80/100

applicable first to interest, and the balance to principal, the first installment to be paid on the day of the next succeeding month from the date hereof, and thereafter until the principal indebtedness, including all additional advances, interest and other charges herein covenanted or agreed are fully paid, or until the balance remaining due thereon is less than a full monthly installment as aforesaid, in which event the last installment shall be such amount as shall be necessary to fully discharge such debt. Said interest for each month shall be one-twelfth of the annual interest calculated at the prescribed rate as of the first day of each and every month, and if not paid on or before the last day of the month shall be added to and become a part of the principal indebtedness. In the event that any payment provided for in the Bond secured hereby shall become overdue for a period in excess of fifteen (15) days, the Mortgagor agrees to pay a "late charge" in an amount not exceeding four (4c) for each dollar so over-due. The Mortgagee shall have the right to anticipate any and all payments upon principal and interest at any time, provided, however, that the Mortgagee is hereby given 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.

AND conditioned also upon the payment by the Mortgagor unto the Mortgagee, in addition to and concurrently with said aforementioned monthly installments applicable as aforesaid to interest and principal, of a further sum equal to one-twelfth of the then estimated current annual taxes, water rent, and any other annual charges, assessments or levies, if any, now assessed, or which from time to time may be assessed by any municipal, Governmental or other public authority against the premises described in this Mortgage; one-twelfth of any annual tax, now or hereafter levied by any duly constituted public authority upon Mortgagee on account of or measured by the amount of said Obligation, or this Mortgage, or Mortgagee's revenue thereon, and one-twelfth of the annual cost of such insurance against fire and other hazards upon, against, or to the said mortgaged premises as to Mortgagee shall seem necessary, all insurance to be procured through insurance companies approved by Mortgagee; including all premiums, if any, on policies of indemnity and life insurance covering mortgage payment protection. Provided, however, if said total monthly installments required to be made under this paragraph (hereinafter called Concurrent Installments) are not sufficient to pay the taxes, assessments, charges, levies, premiums, etc. as they become due and payable, then the Mortgagor shall pay to the Mortgagee an amount sufficient to make up the deficiency on or before the date when same shall become due and payable. Said Concurrent Installments to be held by the Mortgagee for the payment of said taxes, assessments, charges, levies, water rent and insurance premiums.

It is expressly understood and agreed, anything herein provided to the contrary notwithstanding, that the aforesaid Obligation or Bond and this Mortgage securing the same, shall include and cover, as well, any future advancements that may be made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that at no time may the balance due by the Mortgagor to the Mortgagee hereunder, whether the same represents in whole or in part the initial advance or any future advance or advances, exceed the sum of \$25,000.00 and provide further that nothing herein contained shall be construed as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this Mortgage.

And Also Conditioned upon the payment by Mortgagor on or before the first day of December of each year of all taxes, annual levies, assessments or charges and water rents assessed against the aforesaid mortgaged premises for the current year, and also the production to the Mortgagee on or before said date of proper receipts therefor, unless the same prior thereto shall have been paid by Mortgagee; and the payment by the Mortgagor of all other claims or charges assessed or levied at any time by any lawful authority upon the hereby mortgaged premises, which by any present or future law shall have a lien thereon, within six months after such charge or claim shall have been assessed or levied against the same, and the production of proper receipts therefor within said six months period; and from time to time and at all times, until payment of said principal indebtedness (including additional advances and all other payments herein agreed to be made by the Mortgagor) for the keeping of the building or buildings, now or hereafter located on said premises, insured for the benefit of the Mortgagee against loss by fire and other hazards, which Mortgagee at its discretion may require, in a company or companies satisfactory to said Mortgagee, and also for 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 also for the maintaining of the building or buildings now or hereafter erected upon the mortgaged premises unaltered and unchanged in any way, reasonable wear and tear excepted, without the prior written consent of Mortgagee; and also that no execution process be issued against the mortgaged premises, and also that title to the mortgaged premises remain in the Mortgagor, or survivor of them, unless transferred with the prior written consent of the Mortgagee.

And Further Conditioned that in the event the Obligation, for which this Mortgage is security, was created to finance new construction, the Mortgagor agrees to proceed continuously and with due diligence to erect and complete the proposed dwelling on the hereinafter described property, and to have said dwelling ready for occupancy within a period of six months from date hereof, and in the event that the Mortgagor shall default in the agreement to proceed continuously (strikes, walkouts and Acts of God excepted) and with due diligence to erect and complete the proposed dwelling within the time agreed, and such default shall continue for a period of ten days, the Mortgagee at its option may enter upon the property and complete the erection of the building, with full authority to enter into such contracts and to make such payments as may be necessary for that purpose. All payments so made by the Mortgagee shall be treated as advances of principal of the debt secured by this Mortgage and the Obligation accompanying the same. Furthermore, such default by the Mortgagor in the construction of the proposed dwelling on the hereinafter described property shall be deemed a default in the terms of this Mortgage and the Obligation accompanying this Mortgage, and the Mortgagee upon continuance of said default for a period of thirty days may proceed to foreclose upon this Mortgage or upon the Obligation or Bond hereby secured, and agree to pay an appraisal fee of \$20.00 each three (3) years.

Provide, However, and it is expressly agreed that if at any time default shall be made by the Mortgagor in the payment of any monthly installment of interest and principal as aforesaid, or of any Concurrent Installment herein provided to be paid concurrently therewith, for the space of two months after any payment thereof, or any of them, shall fail 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, annual levies, assessments or charges and water rents assessed against the mortgaged premises for the current year, unless prior thereto the same shall have been paid by the Mortgagee, and of receipts for all other claims and charges within the time as herein provided, or in the maintenance of the required insurance, or in the maintenance of the buildings in good and sufficient repair as aforesaid, or in the event the building or buildings shall be altered or changed, or title to the hereby mortgaged premises is transferred to any one other than the survivor of the Mortgagor, without the prior written consent of the Mortgagee, or if any execution process shall be issued against the premises mortgaged hereby as aforesaid, or in case of new construction, default is made in the erection of the building, or in case default be made at any time in the performance or discharge of any of the other conditions, covenants or agreements above or hereinafter recited, and such default in any of these respects exists for a period thirty days, then and in such case the whole principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or as much thereof as shall then remain unpaid, with interest thereon, shall, at the option of the Mortgagee,

See Return of Map, Mues Bk of pg 800 recorded 3/11/78

become due and payable immediately, and payment of said principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or so much thereof as shall remain unpaid, and interest thereon, may be enforced and recovered at once, anything contained herein to the contrary notwithstanding, but any failure by the Mortgagee to exercise said option at any particular time shall not constitute a waiver of the right to exercise the same at any other time.

It is understood and agreed that upon 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, levies, assessments, water rents, and all other claims or charges as aforesaid, the Mortgagee may insure the building or buildings, effect the repairs, or pay the taxes, levies, assessments, water rents, and all other claims or charges aforesaid, the sums so paid by the Mortgagee shall be added to and become part of the principal indebtedness to be paid by the Mortgagor, shall bear interest at the rate first above stipulated herein from the date of payment, and shall be secured by this Mortgage the same as the principal indebtedness 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 on 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 mortgaged premises, the Mortgagee shall have the option to receive and apply the same on account of the Obligation of the Mortgagor upon the installments last payable thereon or otherwise as Mortgagee may determine, 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 same. The Mortgagor hereby expressly assigns and transfers to the Mortgagee all sums of money hereafter payable under any and all policies of insurance insuring the premises mortgaged hereby and does hereby constitute and appoint the Mortgagee the true and lawful attorney of the Mortgagor for the collection of the same, hereby giving said attorney unqualified authority to execute proper receipts, releases and acquittances therefor, for and on behalf of the Mortgagor.

It is also agreed that should Mortgagee deem it necessary, and upon demand by the Mortgagee the Mortgagor does not forthwith do so, Mortgagee may advance, pay or expend any sum or sums necessary to rectify, correct, quiet or perfect the title of the Mortgagor with respect to the mortgaged premises, in which event such sum or sums shall be added to and become part of the principal indebtedness secured hereby, shall bear interest at the rate first above stipulated herein from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon.

And Provided Further, however, and it is expressly agreed that if at any time hereafter by reason of any default hereunder empowering the Mortgagee to declare the whole principal indebtedness immediately due and payable, a writ of Execution is issued upon the judgment authorized to be entered upon said Obligation, or an action of mortgage foreclosure is commenced upon this Mortgage, there shall be payable and recovered all unpaid balances of principal indebtedness, which shall include all additional advancements, all moneys expended by the Mortgagee in payment of taxes, levies, assessments, water rents, and all other claims or charges whatsoever as herein provided, all moneys paid in completing construction of any building or buildings, and in effecting insurance and repairs, or in rectifying, correcting, quieting or perfecting the title of the Mortgagor with respect to the mortgaged premises, with interest on said principal indebtedness at the rate hereinabove set forth, together with all costs of suit and an attorney's commission of ten per cent for collection of said unpaid principal indebtedness; and the Mortgagor hereby waives and relinquishes the right of inquisition on any real estate that may be levied upon under any judgment obtained by virtue thereof 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 attorney's commission; and likewise waives and relinquishes all rights and benefits of any and all laws now in effect or hereafter in effect exempting from civil process or granting any stay of execution to persons in military or naval service of this State or of the United States except as the same may be prohibited by statute; and likewise waives and relinquishes 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 proceeding upon the said Obligation or upon this Indenture.

Now Therefore, the said Mortgagor, in consideration of One Dollar to the Mortgagor paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for securing payment and performance of said recited Obligation as aforesaid, does hereby grant, bargain, sell and convey unto the Mortgagee, its successor and assigns,

ALL those certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING on the easterly side of Vine Street at the northwesterly corner of Lot No. 18; thence easterly along same parallel with Sixth Street, a distance of 160 feet to an alley; thence northerly along the same parallel with Vine Street a distance of 49 feet to an alley, parallel with Sixth Street; thence westerly along the same, a distance of 160 feet to Vine Street and thence southerly along the same, a distance of 49 feet to the place of beginning. CONTAINING 7840 square feet of land, and being numbered and designated as Lot No. 19 of the Jackson and Crispin Addition to the Borough of Berwick, upon which is erected a dwelling and other improvements.

BEING the same premises conveyed to Howard A. Beach and Lorraine L. Beach, his wife, two of the Mortgagors herein, by deed of Foster D. Freas and Harry E. Thomas, Executors of the Estate of Florence M. Rupert, deceased dated _____, 1975, to be recorded prior hereto.

IMPROVED with a two story single frame dwelling and known as 614 Vine Street, Berwick, Columbia County, Pennsylvania.

This is a purchase money mortgage.

THE SECOND THEREOF:

BEGINNING at the corner of Lot Number Twenty-six (26) on Susquehanna Avenue, formerly called River Street; thence along Susquehanna Avenue in an

easterly direction, a distance of fifty-five and seventy-seven hundredths (55.77) feet to corner of Lot Number Twenty-four (24); thence along same, in a northerly direction a distance of One Hundred Fifty-seven (157) feet to line of land now or late of the estate of John I. Jones; thence along same, in a westerly direction a distance of Fifty (50) feet to line of Lot Number Twenty-six (26); thence along same, in a southerly direction, a distance of One Hundred Eighty-two and Nineteen hundredths (182.18) feet to the place of beginning. This description is intended to cover part of Lot Number Twenty-five as marked on plot of Freas Fowler's Addition.

BEING the same premises conveyed to Robert J. Learn and Ellen M. Learn, his wife, by deed of Robert M. Davis and Geraldine E. Davis, his wife, dated June 9, 1962, recorded in Columbia County in Deed Book 213 at page 241. Robert J. Learn is now deceased and title vested in his widow, Ellen M. Learn.

IMPROVED with a two story single frame dwelling and known as 611 Susquehanna Avenue, Berwick, Columbia County, Pennsylvania.

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 as the mortgagee disburses 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 terms 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, streets, alleys, passages, ways, water, water courses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and also together with all stoves, ranges, heating, plumbing, cooking and lighting fixtures or equipment, and all burners, tanks, stokers and controls, and all screens, awnings, and shades, now or hereafter attached to or installed or used in connection with the real estate hereinabove described.

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 authorizes said Mortgagee at any time there is any default in the payment of the Obligation secured hereby, or in the performance of any obligation, covenant, agreement or condition contained herein, or in the Obligation secured hereby, 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. And the Mortgagors herein do hereby transfer and pledge to the Mortgagee herein, their one (1) Direct Reduction Loan Share in said Mortgage Association, and agree to pay an appraisal fee of \$20.00 each three (3) years.

To Have and To Hold

the said piece of ground, with the buildings and improvements thereon erected, 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, its successors and assigns.

It is hereby agreed that in the event the premises mortgaged hereby, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking or for damage to the said premises shall be paid to the Mortgagee up to the amount then unpaid on this Mortgage, and Mortgagee may apply any sum or sums so received by reason thereof upon the installments last payable on the Obligation secured by this Mortgage.

It is hereby further agreed that the Mortgagee shall have the right to enter in and upon the premises mortgaged hereby at any reasonable hour for the purpose of inspecting the order, condition and repair of the building or buildings erected thereon.

Provided Always Nevertheless, that if the Mortgagor shall pay and perform according to all the covenants, agreements and conditions hereof, as well as all the covenants, agreements and conditions of the Obligation secured by this Mortgage, everything to be paid and performed as aforesaid, then and from thenceforth, as well this Mortgage and the estate hereby granted and the said recited 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 indebtedness hereby secured shall become due and payable at the option of said Mortgagee, and without prejudice to any other remedy, to commence forthwith an action of mortgage foreclosure and to proceed thereon to judgment and execution for the recovery of the whole of said principal indebtedness due and payable hereunder as above set forth, or so much thereof as shall then remain unpaid, with interest thereon at the rate provided herein, together with all costs of suit and an attorney's commission for collection of ten per centum of said unpaid principal indebtedness; it being agreed all procedural errors, stays of or exemptions from execution, injunction, condemnation and extension of time of payment, given by any existing or any subsequent laws, are hereby waived and released.

It is agreed that all the covenants and agreements undertaken on the part of the Mortgagor, as well as all conditions unto said Mortgagor relating, shall be binding upon the Mortgagor and the heirs and assigns of said Mortgagor, and shall inure to the benefit of said Mortgagee, its successors and assigns.

It is further expressly understood and agreed that the remedies of this Mortgage and the said Obligation secured hereby providing for the enforcement of the payment of the principal indebtedness hereby secured, together with interest thereon, and the performance of the covenants, conditions and agreements, matters and things herein contained, or by this Mortgage or said Obligation referred to, are cumulative and concurrent and may be pursued single, successively, or together, at the sole discretion of the Mortgagee, and may be exercised from time to time and as frequently as may be desirable without exhausting, limiting or restricting the power and authority thereof for subsequent or successive use or exercise.

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

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

[Signature]

Howard A. Beach (SEAL)
Howard A. Beach (SEAL)
Lorraine L. Beach (SEAL)
Lorraine L. Beach (SEAL)
Ellen M. Learn (SEAL)
Ellen M. Learn (SEAL)
(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA, ss:
COUNTY OF LUZERNE - *Columbia*

On the *27th* day of *March*, A.D. 1975, before me, a Notary Public, personally appeared the within named HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN, widow,

and in due form of law acknowledged the above Indenture of Mortgage to be their act and deed, and that the same might be recorded as such.

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



No. <i>228</i>	Mortgage	HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN, widow.	TO Susquehanna Savings and Loan Association OF WILKES-BARRE	DATE: March <i>20</i> , 1975 PREMISES: (1) 614 Vine Street, Berwick, Pennsylvania (2) 611 Susquehanna Ave., Berwick, Pa. REAL DEBT: \$25,000.00 MONTHLY PAYMENT: 209.80	Record and Return to Joseph Serling Attorney for Association 960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania	<i>MA 27 9 19 AM '75</i> TAX \$50 FEE \$2.00 RECORDED COLUMBIA CO., PA. <i>N. Piazza</i>
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I Hereby Certify, that the precise residence of the Susquehanna Savings and Loan Association of Wilkes-Barre is 31 West Market Street, Wilkes-Barre, Pa.

N. Piazza
Columbia Attorney for Mortgage

Recorded in the Office for Recording of Deeds in and for the County of *LUZERNE*, Commonwealth of Pennsylvania in Mortgage Book No. 173 Page 921 &c.

Witness my hand and Seal of Office this *27th* day of *March* 1975
9:19 a.m.

Lucille B. Whitmire

THIS INDENTURE, made this 6th day of March
in the year of our Lord one thousand nine hundred and Seventy-eight (1978)

BETWEEN HOWARD A. BEACH and LORRAINE L. BEACH, his wife, and ELLEN M. LEARN,
widow, all of the Borough of Berwick, County of Columbia and State of
Pennsylvania,

(hereinafter, whether one or more, with their heirs, executors, administrators,

and assigns, called the Mortgagor), of the one part, and UNITED PENN BANK, with principal office
located in the City of Wilkes-Barre, County of Luzerne and State of Pennsylvania,
(hereinafter, with its successors and assigns, called the Mortgagee) of the other part.

WHEREAS, said Mortgagor in and by an Obligation or Writing obligatory, duly executed under the hand and seal of
said Mortgagor, bearing even date herewith, stands held and firmly bound unto said Mortgagee in the sum of Fifty-six
Thousand (\$56,000) Dollars,
lawful money of the United States of America, conditioned for the payment of the just sum of Twenty-eight
Thousand (\$28,000) Dollars,

lawful money as aforesaid, ~~together with interest thereon, payable at the rate of~~
~~per annum, provided that the Mortgagee may prepay the debt, in whole or in part, without penalty~~
payable within 15 years from the date hereof, together with interest on
all unpaid balances of principal at the rate of 9.5 per cent per annum,
the said principal and interest shall be paid in monthly installments of
\$292.39 each, the first such monthly payment to be made on the 6th day
of April, 1978, and thereafter on the 6th day of each and every
month until the entire indebtedness has been paid; said monthly payments
shall be applied first to the said interest and then in reduction of said
principal sum, with the privilege to the mortgagors to pay the whole amount
in full or in part at any time.

AND also conditioned for the payment of the premium or premiums that will become due and payable to place
and renew insurance on the buildings on the herein-described premises, payable to the Mortgagee, as its interest may
appear, against loss by fire or other hazard as may be required by the Mortgagee in amounts and in company or com-
panies satisfactory to said Mortgagee, and, Mortgagor hereby agrees that it shall lodge said policy or policies of insur-
ance with the Mortgagee.

AND also conditioned for the payment of all taxes, assessments, and all other charges and claims superior to the
lien hereby created, which are assessed by any lawful authority, such payment to be made by the Mortgagor within six
(6) months after such tax, assessment, or other charge shall have become due, and the official receipts therefore shall
be promptly produced by the Mortgagor to the Mortgagee. In the event of a default in such payment or payments by the
Mortgagor, it is hereby expressly agreed that the Mortgagee may pay the same, and that any sum or sums so paid by the
Mortgagee shall be added to the principal debt secured hereby, and shall bear interest at the rate set forth above, per an-
num from the date of payment.

PROVIDED, HOWEVER, that if default be made at any time in the payment of the principal sum, or in any of the
conditions, covenants and agreement herein, the whole principal debt or sum and all interest thereon, as well as an attor-
ney's commission of 10% and costs of suit, together with all such amounts as shall have been advanced by the Mortga-
gee under the terms hereof shall, at the option of the Mortgagee become due and payable immediately, and the payment
of all such sums may be enforced and recovered at once.

AND PROVIDED, further, and it is hereby expressly agreed that in the event of any breach by the Mortgagor of
any covenant, condition or agreement of this Mortgage, it shall be lawful for the Mortgagee to enter upon all the land,
buildings and premises granted by this Mortgage, and to take possession of same and of the fixtures and equipment
therein contained, to have, hold, manage, or lease to any person or persons, to use and operate the same in such parcels
and on such terms and for such periods of time as the Mortgagee may deem proper in its sole discretion. The Mortgagor
agrees that no lease will be executed or assigned for any part of the within-described premises without the prior written
permission of the Mortgagee, and that no portion of this Mortgage will be assumed by any party or the property covered

by this Mortgage in any way encumbered without the prior written permission of the Mortgagee. The taking of possession of the mortgaged premises by the Mortgagee under this provision shall not relieve any default which may have been made by the Mortgagor, or prevent the enforcement of any of the remedies set forth herein by the Mortgagee.

This Mortgage and the accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein, and now due or to become due, or for any note or notes, writing or writings, contract or contracts given in exchange, substitution, extension or renewal thereof, and now or hereafter discounted, purchased, accepted, taken or used by the Mortgagee for the Mortgagor herein.

In the event that any installment due hereunder is received by Mortgagee more than fifteen (15) days after the date specified herein, Mortgagor hereby authorizes Mortgagee to assess a late payment charge of two (2%) percent of the overdue installment. Any late payment charge assessed shall be considered as an addition to the principal sum of this Mortgage, and Mortgagee is hereby authorized to apportion any installment payment in such manner as to pay or reduce said late payment charge before application of the installment to principal or interest otherwise due under the terms of this Mortgage.

If any section of this Mortgage is deemed unlawful or unenforceable by reason of existing or future legislation, or judicial interpretation thereof, that section shall be deemed separable and separate from the balance of this obligation and all terms and conditions of this Mortgage shall remain in full force and effect and shall be binding upon the Mortgagor s, their executors, administrators, heirs, successors and assigns.

NOW THIS INDENTURE WITNESSETH, That the said Mortgagor, as well for and in consideration of the aforesaid principal sum, and for better securing the payment of the same, with interest, as aforesaid, as well as all other sums recoverable under the terms of this Indenture by the said Mortgagee, as for and in consideration of the further sum of One Dollar unto the said Mortgagor in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, sold, released and confirmed, and by these presents doth grant, sell, release and confirm unto the said Mortgagee

(Legal Description)

NO. 1:

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

BEGINNING at a point on the easterly side of Vine Street, 80 feet south of Eighth Street at the corner of Lot No. 29; thence along said lot in an easterly direction, 160 feet to an alley; thence along said alley in a southerly direction, 40 feet to Lot No. 27; thence along said lot in a westerly direction, 160 feet to Vine Street; thence along said street in a northerly direction 40 feet to the place of beginning.

Same being Lot No. 28 in Jackson and Crispin's Addition to the Borough of Berwick, Penna., and having thereon erected a double three story frame dwelling.

BEING the same premises conveyed to Howard A. Beach and Lorraine L. Beach, his wife, by deed of Frederick F. Holloman, unmarried, dated February 15, 1978, to be recorded herewith.

NO. 2:

ALSO 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, to-wit:

BEGINNING at the corner of Lot Number Twenty-six (26) on Susquehanna Avenue, formerly called River Street; thence along Susquehanna Avenue, in an easterly direction a distance of fifty-five and seventy-seven hundredths (55.77) feet to corner of Lot Number Twenty-four (24); thence along same, in a northerly direction a distance of One Hundred Fifty-seven (157) feet to line of land now or late of the estate of John I. Jones; thence along same in a westerly direction a distance of Fifty (50) feet to line of Lot Number Twenty-six (26); thence along same in a southerly direction, a distance of One Hundred Eighty-two and Nineteen hundredths (182.19) feet to the place of beginning. This description is intended to cover part of Lot Number Twenty-five as marked on plot of Freas Fowler's Addition.

BEING the same premises conveyed to Robert J. Learn and Ellen M. Learn, his wife, by deed of Robert M. Davis and Geraldine E. Davis, his wife, dated June 9, 1962, recorded in Columbia County in Deed Book 213 at page 241. Robert J. Learn is now deceased and title vested in his widow, Ellen M. Learn.

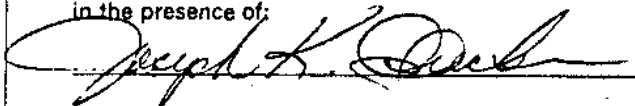
TOGETHER with all and singular the buildings and improvements on said premises, as well as all alterations, additions, or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter installed in or upon said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever and thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

BUT PROVIDED, that if Mortgagor does pay or cause to be paid unto Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned for payment of the same, together with interest and all sums advanced for payment of any taxes, charges, claims or insurance premiums as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, for or in respect of any taxes, or charges or claims whatsoever, then and from thenceforth, as well this present Indenture, and the estate hereby granted, as said recited capital Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding.

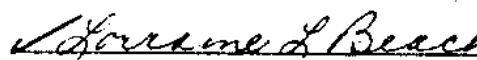
IN WITNESS WHEREOF, the said Mortgagor has signed and sealed these presents the day and year first above written.

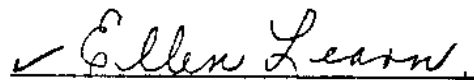
Signed, sealed and delivered

in the presence of:



 (SEAL)

 (SEAL)

 (SEAL)

____ (SEAL)


STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF COLUMBIA :

On this, the 6th day of March, 19 78, before me,
a notary public, the undersigned officer, personally appeared
Howard A. Beach and Lorraine L. Beach, his wife, and Ellen M. Learn, widow,
(or satisfactorily proven) to be the person 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:

May 15, 1980

Carol
Notary Public
Berwick, Columbia County, PA


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA 8:40 a.m. SS.

Recorded on this 9th day of March, A. D. 1978,
in the Recorder's Office of the said County in Mortgage Book 188
Page 769.

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

Marvin G. Bower
Recorder

I HEREBY CERTIFY that the precise residence of the within
mortgagee is Wilkes-Barre, Pennsylvania,

M. Piazza
Attorney for Mortgagee

REC'D BY RECORDER
COLUMBIA CO., PA.
No. 68
TAX \$6.00 FEE 7.00
MORTGAGE 9 8 40 M 78

HOWARD A. BEACH
LORRAINE L. BEACH, h/w
ELLEN M. LEARN, widow

TO
UNITED PENN BANK

NICHOLAS PIAZZA
ATTY. AT LAW
BERWICK BANK BLDG.
BERWICK, PA.

STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF :

On this, the day of 19, before me,
the undersigned officer, personally
appeared, who acknowledged himself to be
the of, a corporation,
and that he as such, being authorized to do so,
executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself
as

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

188 772

Title of Officer

REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

ACCOUNT NUMBER		33400-3	
MORTGAGOR(S):			
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
BEACH	HOWARD	A.	LORRINE
ADDRESS			
614 Vine Street		BERWICK	PA 18603

301 Market Street
ADDRESS
BERWICK, 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:

REAL ESTATE LOCATED AT:

1618-20 Vine Street
Berwick PA 18603

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

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated OCTOBER 16, 1981, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$ 6552.00, and having the date of its final payment due on OCTOBER 23, 1984

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.

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 Mortgagor 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 building 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, then 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 assigns, 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, Mortgages 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 Mortgagor 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.
(5) 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 16th day of OCTOBER, 19 81.

Signed, sealed and delivered in the presence of:

Kevin D Riedy
Witness

KEVIN RIEDY

Robert Taylor
Witness

ROBERT TAYLOR

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF

COLUMBIA

On this 16th day of OCTOBER

19 81, before me, a Notary Public,

personally appeared HOWARD A. BEACH

and LORRAINE BEACH

his wife

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

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

My Commission Expires 7-30-85

Notary Public
BRIAR CREEK BORO, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 30, 1985
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA 9:41 A.M.

Witness my hand this 16th day of OCTOBER

19 81.

Agent of Mortgagee

Recorded on this 20th day of October

A.D. 19 81, in the Recorder's Office of the said County,

in Mortgage Book, Vol. 207, page 57.

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

Beverly J. Michael
Acting Recorder

This instrument was drafted by THORP CONSUMER DISCOUNT CO

Business Address: 301 Market Street, Berwick PA 18603

*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.

RECEIVED RECORDER
COLUMBIA CO. PA.
OCT 20 9 41 AM '81
TAX \$2.00 FEE \$8.50

Mortgage

Recorded
To
Number
198

Vol

Page

From

HOWARD A. BEACH
and
LORRAINE BEACH

614 Vine Street
Berwick, PA 18603

To
THORP CONSUMER
DISCOUNT COMPANY

301 Market Street
Address

BERWICK PA 18603

Post \$

BOOK 207 PAGE 58

REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

MORTGAGOR(S):		ACCOUNT NUMBER <u>33400-3</u>	301 Market Street ADDRESS	
LAST NAME <u>BEACH</u>	FIRST <u>HOWARD</u>	INITIAL <u>A.</u>	SPOUSE'S NAME <u>LORRAINE</u>	BERWICK, PENNSYLVANIA
ADDRESS <u>614 Vine Street, Berwick</u>		PA	18603	

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:

REAL ESTATE LOCATED AT:

611 Susquehanna Ave.
Berwick, PA 18603

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:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated OCTOBER 16, 1981, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$ 6552.00, and having the date of its final payment due on OCTOBER 23, 1984.

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.

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 Mortgagor 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, then 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 Mortgagor 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.
(5) All Mortgagors 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.

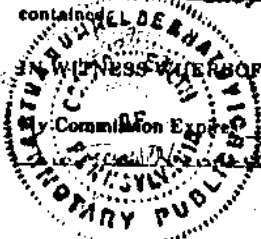
IN WITNESS WHEREOF, this Mortgage has been duly executed this 16th day of OCTOBER, 19 81.
Signed, sealed and delivered in the presence of:
Kevin Riedy (Witness)
Robert Taylor (Witness)
COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF

Howard A. Beach (SEAL)
HOWARD A. BEACH
Lorraine Beach (SEAL)
LORRAINE BEACH
(SEAL)
(SEAL)

COLUMBIA, ss
On this 16th day of OCTOBER,
19 81, before me, a Notary Public,
personally appeared HOWARD A. BEACH
and LORRAINE BEACH
his wife 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.

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF

CERTIFICATE OF RESIDENCE
I, David Kelly,
of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residence of Mortgagee is
301 Market St.
Berwick



IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires 7-30-85
Cynthia Hummel Bernatovich
Notary Public
CYNTHIA HUMMEL BERNATOVICH, NOTARY PUBLIC
BRIAR CREEK BORO, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 30, 1985
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA 9:41 a.m.

Witness my hand this 16th day of OCTOBER, 19 81.

Agent of Mortgagee

Recorded on this 20th day of October, A.D. 19 81, in the Recorder's Office of the said County,
in Mortgage Book, Vol. 207, page 59.

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

Beverly J. Michael,
Acting Recorder

This instrument was drafted by THORP CONSUMER DISCOUNT CO

Business Address: 301 Market Street, Berwick

*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.

RECORDED
COLUMBIA CO. PA.
OCT 20 9 41 AM '81
TAX 50.00
FEE 8.50

301 Market Street Berwick, PA 18603		To THORP CONSUMER DISCOUNT COMPANY		From HOWARD A. BEACH and LORRAINE BEACH 614 Vine Street Berwick, PA 18603	
Fees, \$		Vol		Page	
BOOK 207		60		199	

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 13th day of SEPTEMBER 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 Atlantic Financial Federal, Market Street, Wilkes-Barre, Pennsylvania

for the price or sum of SEVEN HUNDRED-FIVE and 31/100 (\$705.31) plus FOURTEEN and 11/100 (\$14.11) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$88.35	
	Poundage	14.11	
			\$102.46
Surcharge Fee (State Treasurer)			10.00
Press-Enterprise, Inc.			153.41
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie C. Gingham, Tax Collector Berwick Boro. (1984 Sch. Dist. Taxes)			370.80
Borough of Berwick (Sewerage Rent)			12.00

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

vs

ROBERT W. GUTHRIE AND WENDY J.
GUTHRIE, his wife

NO. 638 - 1984 J.D.
NO. 38 - 1984 E.D.

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

SUSQ. SAVINGS ASSN., etc. vs Guthrie, Robt + WendyTHURSDAY, Sept. 13, 1984NO. 38-1984 E.D.WRIT OF EXECUTION:

Judgement --- Principal \$ 22,430.39
 Insurance _____
 Interest from _____ to _____ 426.45
 Real Estate Tax _____
 Interest from _____ to _____
 _____ days @ \$ _____ per day _____
 Attorneys' Fee 2,243.04

Total ... \$ _____ \$ 25,099.88 +INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ 15.00
 Pro. Pd. 35.50
 Shff. V. 53.15
 Judg. Fee 9.00
 Atty. Fee _____
 Satisfaction _____

Total ... \$ 112.65 \$ 112.65
25,212.53SHERIFF'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 16.60
 Crying/Adjourn of Sale 7.00
 Sheriff's Deed (executing & registering) 10.00
 Solicitor's fee _____
 Proceeds Distribution 9.00

Total... \$ 88.35 \$ 88.35
10.00

Surcharge (Act 2 of 1984)
 Press-Enterprise
 Henrie Printing

\$ 153.41
37.25

Total ... \$ 190.66 \$ 190.66

Prothonotary - List of Liens
 Deed

\$ 10.00
5.00

Total ... \$ 15.00 \$ 15.00

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

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

Borough/Twp. & County Taxes, 1984 \$ Paid
 School Taxes, District BERWICK, 1984 370.80

Delinquent Taxes, 19 , 19 , 19 , TOTAL AMOUNT _____

Total ... \$ 370.80 \$ 370.80SEWERAGE RENT DUE:Municipality BERWICK for 1984 \$ 12.00 \$ 12.00TOTAL TAXES & COSTS ----- \$ 75.21

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: Atlantic Financial / Capital, Mortgage Co.

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

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 13th day of SEPTEMBER 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 Atlantic Financial Federal, Market Street, Wilkes-Barre, Pennsylvania

for the price or sum of SEVEN HUNDRED-FIVE and 31/100 (\$705.31) plus FOURTEEN and 11/100 (\$14.11) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$88.35	
	Poundage	<u>14.11</u>	
			\$102.46
Surcharge Fee (State Treasurer)			10.00
Press-Enterprise, Inc.			153.41
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie C. Gingher, Tax Collector Berwick Boro. (1984 Sch. Dist. Taxes)			370.80
Borough of Berwick (Sewerage Rent)			12.00

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

vs

ROBERT W. GUTHRIE AND WENDY J.
GUTHRIE, his wife

NO. 638 - 1984 J.D.
NO. 38 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }
14 SEPTEMBER 1984

So answers

Victor B Vandling Sheriff
VICTOR B. VANDLING

Guthrie Sheriff
sale

\$153.41

SHERIFF'S SALE

By virtue of a Writ of Execution No. 38 of 1984 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 Sheriff's Office, Bloomsburg, Columbia County, on:

Thurs., Sept 13, 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 northeasterly corner of Lot No. 11 on the southerly side of West Front Street; THENCE in an easterly direction, along West Front Street, a distance of 50 feet to the northwesterly corner of Lot No. 13; THENCE in a southerly direction along

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of

on August 22, 29, Sept. 5, 1984 exactly as printed and published; that the affiant is one of the owners newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said notice a that all of the allegations in the foregoing statement as to time, pl publication are true.

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

7188

Sept. 10, 1984

60-593
313

TO THE
ORDER OF

Press-Enterprise, Inc.

\$ *153.41*

One Hundred-fifty Three AND ⁴¹/₁₀₀

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR *SUSQ. SAVINGS VS GUTHRIE*
No. 38-1984 E.D.

031305936

Victor B. Vandling

57281000

05

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

eto within ten (10) days thereafter. Seized and taken into execution of the suit of Susquehanna Savings Association, n/k/a Susquehanna Savings, a Division of Atlantic Financial Federal vs. Robert W. Guthrie and Wendy J. Guthrie, his wife. Said premises will be sold by:

Victor B Vandling
Sheriff of
Columbia County
Joseph Serling, Atty

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn a
and says that Press-Enterprise is a newspaper of general circulation
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County
of Pennsylvania, and was established on the 1st day of March, 1902,
daily (except Sundays and Legal Holidays) continuously in said Town,
the date of its establishment; that hereto attached is a copy of
advertisement in the above entitled proceeding which appeared in the
on August 22, 29, Sept. 5, 1984
exactly as printed and published; that the affiant is one of the owners
newspaper in which legal advertisement or notice was published; that
Press-Enterprise are interested in the subject matter of said notice
that all of the allegations in the foregoing statement as to time, place
publication are true.

Paul R. Eyerly III

Sworn and subscribed to before me this 5th day of Sep.

Matthew J. Guthrie

(Notary)

My Comm

MATTHEW J.
BLOOMSBURG
MY COMMISSION
Member, Pennsy

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

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 38 of 1984
issued out of the Court
of Common Pleas of Col-
umbia County to me
directed, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in Sher-
iff's Office, Bloomsburg,
Columbia County, on:

Thurs., Sept 13, 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 north-
easterly corner of Lot
No. 11 on the southerly
side of West Front
Street; THENCE in an
easterly direction, along
West Front Street, a dis-
tance of 50 feet to the
northwesterly corner of
Lot No. 13; THENCE in a
southerly direction along
said lot, a distance of
180 feet to the northerly
line of Green Street,
formerly Stable Street;
THENCE along Green
Street, in a westerly
direction, a distance of
50 feet to the southeas-
terly corner of Lot No.
11; THENCE along said
lot, in a northerly direc-
tion, a distance of 180
feet to West Front Street
the place of beginning.
BEING Lot No. 12 of a
plot of lots cut from the
Freas Fowler farm.

BEING the same premises
conveyed by Susque-
hanna Savings Associa-
tion, a Pennsylvania Cor-
poration, to Robert W.
Guthrie and Wndy J.
Guthrie, his wife, the
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 Div-
ision of Atlantic Financial
Federal vs. Robert W.
Guthrie and Wendy J.
Guthrie, his wife.

Said premises will be sold
by:

Victor B Vandling
Sheriff of
Columbia County
Joseph Serling, Atty

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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

September 25, 1984

Chris Klinger
Chief Clerk
Borough of Berwick
344 Market St.
Berwick, Pa.

RE: Guthrie Property
(610 W. Front St.)

Dear Chris,

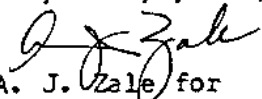
This memo is to notify you that SHERIFF'S SALE in the captioned case was held September 13, 1984.

Copies of ^{Sewer Bills} ~~tax notices~~ requested and forwarded to this office by you are hereby returned. Tax monies collected are enclosed in the amount of \$ 12.00.

Property purchased by ATLANTIC FINANCIAL FEDERAL, Market St.,
Wilkes-Barre, Pa.

Thank you for your cooperation in this matter.

Very truly yours,


A. J. Zale for
Victor B. Vandling

Any added information can be obtained from Attorney Joseph Serling, UP Bank Bldg., Wilkes-Barre, Pa., counsel for the buyer (plaintiff).

BERWICK BOROUGH

PAID CHECK PAYABLE TO:

CONNIE C. GINGER

120 R. EAST 3RD ST.

BERWICK, PA. 18603

HOURS: WED 9:00 TO 12:00 MON,

TUE, THUR & FRI 9 TO 5

PH 752-7442 ONLY

PH 752-7442 ONLY

PH 752-7442 ONLY

PH 752-7442 ONLY

GUYHERIE ROBERT W & WENDY J

610 W FRONT ST

BERWICK, PA 18603

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

BERWICK BOROUGH

PAID CHECK PAYABLE TO:

CONNIE C. GINGER

120 R. EAST 3RD ST.

BERWICK, PA. 18603

HOURS: WED 9:00 TO 12:00 MON,

TUE, THUR & FRI 9 TO 5

PH 752-7442 ONLY

PH 752-7442 ONLY

PH 752-7442 ONLY

PH 752-7442 ONLY

GUYHERIE ROBERT W & WENDY J

610 W FRONT ST

BERWICK PA 18603

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

COLUMBIA COUNTY

DATE 03/01/84

BILL NO 01554

DESCRIPTION

COUNTY R.E.

TWP/BORO R.E.

ASSESSMENT

4120

MILLS

15.00

LESS DISCOUNT

72.58

TAX

111.24

AMOUNT DUE

74.16

INCL. PENALTY

81.58

116.50

128.38

195.40

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COLUMBIA COUNTY

DATE 03/01/84

BILL NO 01554

DESCRIPTION

COUNTY R.E.

TWP/BORO R.E.

ASSESSMENT

4120

MILLS

15.00

LESS DISCOUNT

72.58

TAX

111.24

AMOUNT DUE

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INCL. PENALTY

81.58

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BERWICK BOROUGH

DATE 03/01/84

BILL NO 01554

DESCRIPTION

COUNTY R.E.

TWP/BORO R.E.

ASSESSMENT

4120

MILLS

15.00

LESS DISCOUNT

72.58

TAX

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AMOUNT DUE

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INCL. PENALTY

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REALTY TRANSFER TAX
AFFIDAVIT OF VALUE

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

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

SECTION I
(COMPLETE FOR ALL TRANSACTIONS)

Robert W. Guthrie and Wendy J. Guthrie, his wife, By the SHERIFF of Columbia County

GRANTOR (S)	ADDRESS	ZIP CODE
Atlantic Financial Federal	Market Street, Wilkes-Barre	18701
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

610 West Front Street	Berwick Borough	Columbia
R.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 705.31 HIGHEST ASSESSED VALUE \$ 4120.00

FAIR MARKET VALUE \$ 12,340.00 REALTY TRANSFER TAX PAID \$ None

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

Mortgage holder exempt - Act 253 - 1978

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

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

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

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

SUCCESSFUL BIDDER	NAME	ADDRESS	TITLE
<u>See Grantee</u>			

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 4120.00
JUDGEMENT PLUS INTEREST	\$ 22,856.84		
BID PRICE		\$ 705.31	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 370.80	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$ 12.00	\$	
ATTORNEY FEES	\$ 2,243.04	\$	
OTHER (COSTS, ETC.)	\$ 131.85	\$	
TOTAL	\$ 25,614.53	\$ 705.31	\$ 4120.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____ 19____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____ 19____

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

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

SHERIFF'S SALE

By virtue of a Writ of Execution No. **38** of 1984 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 Sheriff's Office, Bloomsburg, Columbia County, on **THURSDAY**, **September 13**, 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 northeasterly corner of Lot No. 11 on the southerly side of West Front Street; THENCE in an easterly direction, along West Front Street, a distance of 50 feet to the northwesterly corner of Lot No. 13; THENCE in a southerly direction along said lot, a distance of 180 feet to the northerly line of Green Street, formerly Stable Street; THENCE along Green Street, in a westerly direction, a distance of 50 feet to the southeasterly corner of Lot No. 11; THENCE along said lot, in a northerly direction, a distance of 180 feet to West Front Street the place of beginning. BEING Lot No. 12 of a plot of lots cut from the Freas Fowler farm.

BEING the same premises conveyed by Susquehanna Savings Association, a Pennsylvania Corporation, to Robert W. Guthrie and Wendy J. Guthrie, his wife, the Defendants herein, by deed dated December 8, 1981 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Recording Book Vol. 304, page 958.

IMPROVED with a single family dwelling which has the address of 610 West Front Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on **September 14**, 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. Robert W. Guthrie and Wendy J. Guthrie, his wife.

SAID premises will be sold by:

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

JOSEPH SERLING, ATTORNEY

COPIES TO:

Henrie Printing. 7/25/84
P/E, Legal Ads, Wed., Aug 22, 29 & Sep 5, 1984. Affidavit requested. (1.00)
Connie Gingham, Tax Collector. 7-24
Chris Klinger, Chief Sewer Rental Clerk, Berwick 7-24



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

Susquehanna Savings a Divison
of Atlantic Financial Federal
vs

Robert W. Guthrie and Wendy J Guthrie

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 38 of 1984 ED.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

July 30, 1984 at 4:50 PM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Robert W. and Wendy J. Guthrie
610 West Front St., Berwick, Penna.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF - John J O'Brien

SO ANSWERS:

John J O'Brien
DEPUTY SHERIFF

FDR:

Victor B Vandling

VICTOR B. VANDLING
SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

31 DAY OF July 1984

TAMI B. KLINE, 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 a Divison
of Atlantic Financial Federal

VS

Robert W. Guthrie and Wendy
J. Guthrie

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. 33 of 1984ED.

WRIT OF EXECUTION

SERVICE ON Posted Vacant Property 610 West Front
Street, Berwick, Penna.

ON July 30 1984 at 4:45 PM. Posted , 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 W & Wendy J Guthrie
By Posting Vacant property at 610 West Front St., Berick, 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 31 day of July
19 84

~~Prothonotary~~ Tami B. Kline
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

July 31, 1984

A. J. ZALE, Chief Deputy

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

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

RE: Susquehanna Savings, et al

VS

Guthrie, Robert & Wendy

Dear Mr.

The enclosed copies of Sheriff's Sale hand-bills are for your information and guidance.

We expect you or your designated representative to appear at the set time and place of this scheduled sale.

Should developments occur whereby the plaintiff desires discontinuance of this sale, please advise our office in writing. Costs incurred will be furnished for settlement. Any unused monies from the advance deposit received will be refunded. Likewise any additional monies expended to cover the Sheriff's costs will be billed to your office for prompt payment.

Any questions in the matter should be directed to the undersigned.

Very truly yours,

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

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

Plaintiff

vs.

ROBERT W. GUTHRIE AND WENDY J.
GUTHRIE, his wife,

Defendants

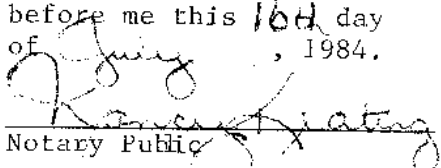
: IN THE COURT OF COMMON PLEAS
:
: OF COLUMBIA COUNTY
:
: CIVIL ACTION-LAW
:
: Action of Mortgage Foreclosure
:
:
:
: No. 638 OF 1984

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

ROBERT RUCH being duly sworn according to law deposes and
says that he is the Manager of the Delinquent Loan Department of Susquehanna
Savings, a Division of Atlantic Financial Federal, and as such is authorized
to make this Affidavit in its behalf, that to the best of his personal knowledge,
information and belief, the names and last known address of the Defendants,
Robert W. Guthrie and Wendy J. Guthrie, his wife, is 812 East First Street,
Nescopeck, Luzerne County, Pennsylvania. Premises known as 610 West Front
Street, Berwick, Columbia County, Pennsylvania has been vacated.


ROBERT RUCH

Sworn to and subscribed
before me this 16th day
of July, 1984.


Notary Public

My Commission Expires:

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ~~XXXXXXXXXX~~ COLUMBIA :

ROBERT RUCH being duly sworn according

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

investigate the status of ROBERT W. GUTHRIE AND WENDY J. GUTHRIE, his wife,
with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally _____

_____ and your affiant avers that they

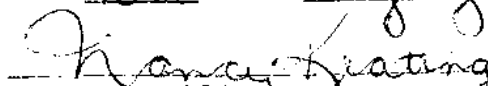
~~is~~ are not now, nor ~~were~~ were ~~he~~ they, within a
period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and
Sailors' Civil Relief Act of 1940.



ROBERT RUCH

sworn to and subscribed before me

this 16th day of July, 1984.



Notary Public

MY COMMISSION EXPIRES:

Notary Public, State of Pennsylvania
My Commission Expires _____, 1987

as Susquehanna Savings, A Division of Atlantic
Financial Federal PLAINTIFF

PLAINTIFF

Robert W. Guthrie and Wendy J. Guthrie, h/w

To: Columbia County Sheriff

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

License Number

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

Attorney for Plaintiff



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1891

A. J. ZALE, Chief Deputy

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

July 25, 1984

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


RE: Mortgage Foreclosure
GUTHRIE

Dear Mr. Serling,

Writ of Execution has been received by this department.

Service ~~and levy~~ will be attempted/made upon return of the attached form releasing this department from all responsibility in not placing a watchman or insurance on ~~personal property~~ levied on by virtue of this writ.
Real Property

Very truly yours,


A. J. Zale
Chief Deputy