

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 12th day of APRIL 19 84, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to SUSQUEHANNA SAVINGS, a Division of Atlantic Financial Federal, 31 West Market Street, Wilkes-Barre, Pa. for the price or sum of Four Hundred-Four and 48/100 (\$404.48) plus Eight and 08/100 (\$8.08) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$93.75	
	Poundage	8.08	
			\$101.83
Press-Enterprise, Inc.			147.53
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Catherine Bardo, Tax Collector, Hemlock Twp.	(Parcel 18-01A-39 ) (1984 Col. Co. Taxes)		92.45
			\$412.56

April 24, 1984

SUSQUEHANNA SAVINGS ASSOCIATION now known as Susquehanna Savings, a Division of Atlantic Financial Fed.	Joe, Distribution made in accordance with the schedule this date. Refund check in the amount of \$87.44 is the difference from your advance cost deposit of \$500.00 received at time W. of E. filed.
vs	
FRED D. BROWN and LYNDIA J. BROWN, his wife, a/k/a Fred O. and Linda Brown	Deed has been filed with the Recorder's Office. Instructed to forward it to Atty. Robt. E. Bull who appeared in your behalf on-date of Sale. He will then forward it to you.
NO. 754 - 1982 J.D.	
NO. 4 - 1984 E.D.	

Sheriff's Office, Bloomsburg, Pa. )  
13 APRIL 1984

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 12th day of APRIL 19 84, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to SUSQUEHANNA SAVINGS, a Division of Atlantic Financial Federal, 31 West Market Street, Wilkes-Barre, Pa.

for the price or sum of Four Hundred-Four and 48/100 (\$404.48) plus Eight and 08/100 (\$8.08) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$93.75	
	Poundage	8.08	
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Catherine Bardo, Tax Collector, Hemlock Twp.	(Parcel 18-01A-39 ) (1984 Col. Co. Taxes)		92.45

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

vs

FRED D. BROWN and LYNDA J. BROWN,  
his wife, a/k/a Fred O. and  
Linda Brown

NO. 754 - 1982 J.D.  
NO. 4 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
13 APRIL 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**

SUSQUEHANNA SAVINGS ASSOCIATION  
now known as Susquehanna Savings,

a Division of Atlantic Financial Fed.

vs. Plaintiff

FRED D. BROWN AND

LYNDA J. BROWN, his wife,

a/k/a Fred O and Linda Brown Defendants

Commonwealth of Pennsylvania:

County of ~~LUZERN~~ Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

No. 754 Term 19 82 J.D.

No. 4 Term 19 84 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

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, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H. J. Traub and Upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R.A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152.

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Sitler, widow, to Fred O. Brown and Linda Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285 Page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

Amount Due \$ 21,425.43.

Interest from January 30, 1984 ~~\$XXXXXXXXXXXX~~

TOTAL \$ 27,225.43. Plus costs TO DATE OF SALE

as endorsed.

Dated 2-24-84

(SEAL)

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

By: Helen K. Linn

Deputy

SUSQUEHANNA SAVINGS	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION now known	:	
as Susquehanna Savings,	:	OF COLUMBIA COUNTY
A Division of Atlantic	:	
Financial Federal	:	CIVIL ACTION-LAW
	:	
Plaintiff	:	Action of Mortgage Foreclosure
	:	
vs.	:	
	:	
FRED D. BROWN AND	:	
LYNDA J. BROWN, h/w	:	
a/k/a Fred O and Linda Brown	:	
Defendants	:	No. 754 of 1982

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

a/k/a Fred O and Linda Brown

TO: Fred D. Brown and Lynda J. Brown, h/w Defendants

herein and title owners of the real estate hereinafter described:

NOTICE is hereby given that by virtue of the above captioned writ of execution issued under the above captioned Judgment, directed to the Sheriff of Columbia County there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pa., on <sup>Thursday,</sup> April 12, 1984 at 10 :00 o'clock A. M., in the ~~afternoon~~ <sup>forenoon</sup> of the said day, all your right, title and interest in and to ALL that certain piece, parcel and tract of land situate in the Township of Hemlock in the County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the South by Drinker Street; upon the West by

Lot No. 16; upon the North by land now or formerly of H. J. Traub and upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R. A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, page 152. Being the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Sitler, widow, to Fred O Brown and Linda Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D. B. 285, page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 11, 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 of Distribution unless exceptions are filed thereto within ten (10) days thereafter.

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

SUSQUEHANNA SAVINGS ASSOC.  
now known as Susquehanna Savings, :  
A Division of Atlantic Financial Federal

Plaintiff

vs.

FRED D. BROWN AND  
LYNDA J. BROWN, his wife, :  
a/k/a Fred O and Linda Brown  
Defendants :

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

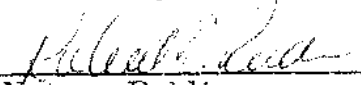
No. 754 of 1982

AFFIDAVIT OF WHEREABOUTS  
OF DEFENDANTS

ANTHONY WHITE being duly sworn according to law deposes  
and says that he is the Manager of the Delinquent Loan Department of  
Susquehanna Savings Association now known as 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,  
Fred D. Brown and Lynda J. Brown, his wife, is unknown.  
a/k/a Fred O Brown and Linda Brown

  
\_\_\_\_\_  
ANTHONY WHITE

Sworn to and subscribed  
before me this 31 day  
of January, 1984.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

By \_\_\_\_\_  
Notary Public

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANTS

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

ANTHONY WHITE 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 FRED D. BROWN AND LYNDA J. BROWN, his wife,  
a/k/a Fred O and Linda Brown  
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 ~~xxx~~ are not now, nor ~~xxxx~~ were ~~xx~~ they, within a  
period of three months last, in the military or naval service of the  
United States within the purview of the afore-said Soldiers' and  
Sailors' Civil Relief Act of 1940.

  
ANTHONY WHITE

Sworn to and subscribed before me

this 31 day of January, 1984.

  
Notary Public

MY COMMISSION EXPIRES:  
ROBERT T. EICH

Notary Public, White County, Lawrence County  
My Commission Expires February, 23, 1987



LIST OF LIENS

VERSUS

FRED D. BROWN and LYNDA J. BROWN, his wife, a/k/a FRED O. and LINDA BROWN

Court of Common Pleas of Columbia County, Pennsylvania.

HOME CONSUMER DISCOUNT CO.

versus

FRED D. & LYNDA J. BROWN

No. 1370 of Term, 1979  
Real Debt ||\$ 2640.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien August 27, 1979  
Nature of Lien Note

WORKINGMAN'S CONSUMER DISCOUNT CO.

versus

FRED D. & LYNDA BROWN

No. 649 of Term, 1981  
Real Debt ||\$ 2,016.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien April 30, 1981  
Nature of Lien Note

SUSQUEHANNA SAVINGS ASSOCIATION

n/k/a SUSQUEHANNA SAVINGS

versus

FRED D. & LYNDA J. BROWN, a/k/a

FRED O. & LINDA BROWN

No. 754 of Term, 1982  
Real Debt ||\$ 27,225.43  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien February 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

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

Fred D. Brown and Lynda J. Brown a/k/a Fred O. and Linda Brown

and find as follows:

(See attached copies)

Fee . \$5.00.....

In testimony whereof I have set my hand and  
seal of office this 5th day of April

A.D., 1984

*Beverly J. Michael*

.....RECORDER  
*John H. [illegible], Deputy*

# MORTGAGE

THIS MORTGAGE is made this 8th day of February, 1978, between the Mortgagor, FRED D. BROWN and LYNDIA J. BROWN his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighteen thousand (\$18,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 8th, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 8th, 2003

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, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the south by Drinker Street; upon the west by Lot No. 16; upon the north by land now or formerly of H. J. Traub and upon the east by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R. A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152,

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband, and Gertrude Sitler, Widow, to Fred D. Brown and Lynda J. Brown, his wife, the Mortgagors herein, by deed dated February 6th, 1978 and about to be recorded in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

Mortgagors herein agree to pay a monthly mortgage guarantee insurance premium charge on the within mortgage loan.

This is a purchase money mortgage.

IMPROVED with a single family dwelling

which has the address of 329 Drinker Street, Bloomsburg, Hemlock Township,  
Columbia County, Pennsylvania. (Street) (City)  
..... (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:

*[Signature]*

*Fred D. Brown*  
Fred D. Brown

—Borrower

*Lynda J. Brown*  
Lynda J. Brown

—Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... County ss:

On this, the 8th day of February, 1978, before me, .....  
the undersigned officer, personally appeared, FRED D. BROWN and  
LYNDA J. BROWN, his wife, ..... known to me (or satisfactorily  
proven) to be the persons whose names are ..... subscribed to the within instrument and acknowledged that  
they ..... executed the same for the purposes herein contained.

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

My Commission expires:

*[Signature]*  
JOSEPH J. OLSZEYSKI, Notary Public  
Wilkes-Barre, Luzerne County, Pa.  
Title of Office: .....  
My Commission Expires March 27, 1980

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

Joseph Serling,

Attorney for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Penn-  
sylvania in Mortgage Book No. 188 Page 402, etc.

Witness my hand and Seal of Office this 13th day of February, 1978.

10:30 a.m.

*Marvin G. Power*

No. 9146	RECEIVED BY RECORDER COLUMBIA CO., PA. TAX \$0.50 FEB 13 10 30 AM '78	<b>Mortgage</b>	
FRED D. BROWN and LYNDA J. BROWN, his wife,		TO	
Susquehanna Savings Association			
DATE: February	1978		
PREMISES: 329 Drinker Street, Bloomsburg, Hemlock Town- ship, Pennsylvania		REAL DEBT:	\$18,000.00
MONTHLY PAYMENT:			154.15
Record and Return to			
Joseph Serling		Attorney for Association	
960 United Penn Bank Bldg.		Wilkes-Barre, Pennsylvania	

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 12th day of APRIL 19 84, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to SUSQUEHANNA SAVINGS, a Division of Atlantic Financial Federal, 31 West Market Street, Wilkes-Barre, Pa. for the price or sum of Four Hundred-Four and 48/100 (\$404.48) plus Eight and 08/100 (\$8.08) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$93.75	
	Poundage	8.08	
			\$101.83
Press-Enterprise, Inc.			147.53
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Catherine Bardo, Tax Collector, Hemlock Twp.	(Parcel 18-01A-39 ) (1984 Col. Co. Taxes)		92.45

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

vs

FRED D. BROWN and LYNDA J. BROWN,  
his wife, a/k/a Fred O. and  
Linda Brown

NO. 754 - 1982 J.D.  
NO. 4 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. )  
13 APRIL 1984 )

So answers

Victor B Vandling  
VICTOR B. VANDLING

Sheriff



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

VICTOR B. VANDLING, Sheriff  
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

April 24, 1984

Catherine Bardo  
Tax Collector Hemlock Twp.  
90 School House Rd.  
Bloomsburg, Pa. 17815

RE: Susq. Savings, etc.  
vs  
Brown, Fred O. & Linda J.

Dear Ms. Bardo,

This memo is to notify you that the scheduled SHERIFF'S SALE  
in the captioned case was held April 12, 1984.

Copies of tax notices requested and forwarded to this office  
by you are being returned. Monies collected are being forwarded \$92.45

Property purchased by SUSQUEHANNA SAVINGS, a Division of  
Atlantic Financial Federal, 31 West Market St., Wilkes-Barre, Pa.

Thank you for your cooperation in this matter.

Very truly yours,

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

Note: Any added information should be addressed to Joseph Serling, Esq.,  
960 United Penn Bank Bldg., Wilkes-Barre, Pa., counsel for Plaintiff (buyer).

Brown Sale - \$147.53

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 4 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 the Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Apr 12, 1984  
10:00 o'clock a.m.

....., being duly sworn per of general circulation venue, Bloomsburg, Co. e 1st day of March, 190 continuously in said Town to attached is a copy of which appeared in the Arch. 21, 28, and Apr. Affiant is one of the owners notice was published; the subject matter of said notice is as to time,

in the forenoon of the said day, all the right, title and interest of the Defendants in and to: ALL that certain piece, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit: BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H.J. Traub and upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and platted by R.A. McCochran for Howard J. Traub on the 31st day of August, 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152. BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband, and Gertrude Stiller, widow, to Fred O. Brown and Linda Brown, his wife, by deed dated February 6, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County

*J. Stephens*

5th day of Apr.

*Matthew J.*

My Comm

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

6924

PAY  
TO THE  
ORDER OF

*Press-Enterprise, Inc.*

*One Hundred Forty Seven AND 53/100*

*\$ 147.53*

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *SUSQ. SAVINGS vs BROWN*  
*No. 4 - 1984 E.D.*

⑆031305936⑆

572"810"00"

05

*Victor B. Vandling*

Financial Federal vs.  
Fred O. Brown and Lynda  
J. Brown, his wife, a/k/a  
Fred O. and Linda  
Brown.  
Said premises will be sold

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J. Stephen Buckley

....., being duly sworn 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, 1900 daily (except Sundays and Legal Holidays) continuously in said Town from the date of its establishment; that hereto attached is a copy of advertisement in the above entitled proceeding which appeared in the on ..... March 21, 28, and April 1, 1984 exactly as printed and published; that the affiant is one of the owners of said newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place and publication are true.

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

My Comm

MATTHEW J. BLOOM  
MY COMM  
Member, Pe

And now, ..... 19 ....., I hereby certify that the ad-  
charges amounting to \$ ..... for publishing the foregoing no-  
affidavit have been paid in full.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 4 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 the Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Apr 12, 1984  
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, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H.J. Traub and upon the East by Lot No. 14, being

known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R.A. McCachran for Howard J. Traub on the 31st day of August, 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152.

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband, and Gertrude Sittler, widow, to Fred O. Brown and Linda Brown, his wife, by deed dated February 6, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 285, page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will, on April 13, 1984, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

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



## REALTY TRANSFER TAX

## AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY

BOOK NUMBER \_\_\_\_\_

PAGE NUMBER \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

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

## SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

Fred D. Brown and Lynda J. Brown, his wife

a/k/a Fred O. and Linda Brown,

Address Unknown, By the SHERIFF of Columbia Co.

Susquehanna Savings, a Division of  
Atlantic Financial Federal

31 West Market St., Wilkes-Barre

18701

GRANTOR (S)

ADDRESS

ZIP CODE

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

329 Drinker Street (Bloomsburg)

Hemlock Township

Columbia

R.D. STREET &amp; NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 404.48

HIGHEST ASSESSED VALUE \$ 2620.00

FAIR MARKET VALUE \$ 7850.00

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, Col. Co. Courthouse, Bloomsburg - Sheriff

SUCCESSFUL BIDDER

See Grantee

NAME

ADDRESS

TITLE

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$2620.00
JUDGEMENT PLUS INTEREST	\$ 27,225.43		
BID PRICE		\$ 404.48	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 92.45	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 380.78	\$	
TOTAL	\$ 27,698.66	\$ 404.48	\$2620.00

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

1/6/83

## SHERIFF'S SALE

## COST SHEET

JUSQ. Savings Assn.

VS

Brown, Fred &amp; Lynda

THURSDAY,

APRIL 12, 1984

NO.

4-1984 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal

\$ 27,225.43

Insurance

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

Real Estate Tax

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

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

Attorneys' Fee

Total ... \$ 27,225.43 \$ 27,225.43

## INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 15.00

Pro. Pd.

15.00

Shff. V.

29.75

Judg. Fee

9.00

Atty. Fee

Satisfaction

Total ... \$ 68.75 \$ 68.75

27,294.18

404.48

27,698.66

## SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

15.00

Postage

15.00

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

15.00

Advertising, Sal Bills

5.00

News pers

5.00

Mileage

18.00

Crying/Adjourn of Sale

5.00

Sheriff's Deed (exe itin. &amp; registering)

20.00

Solicitor's fee

Total... \$ 93.75 \$ 93.75

Press-Enterprise

\$ 147.53

Henrie Printing

37.25

Total ... \$ 184.78 \$ 184.78

Prothonotary - List of Liens

\$ 10.00

Deed

5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Total ... \$ 18.50 \$ 18.50

Deed, Search, etc.

## REAL ESTATE TAXES:

Borough/Twp. &amp; County Taxes, 1984

\$ 92.45

School Taxes, District \_\_\_\_\_, 19\_\_\_\_

—

Delinquent Taxes, 19\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_, TOTAL AMOUNT

—

Total ... \$ 92.45 \$ 92.45

## SEWERAGE RENT DUE:

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

\$ —

\$ —

TOTAL TAXES &amp; COSTS ----- \$ 404.48

5.08

412.56

BUYER: Plaintiff Robert A. ...

BID PRICE: \$ 404.48 POUNDAGE \$ 8.08

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

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



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

**VICTOR B. VANDLING, Sheriff**  
TELEPHONE: 717-784-1991

**A. J. ZALE, Chief Deputy**

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

Susquehanna Savings Assn., etc.

VS

Fred O. Brown & Lynda J. Brown, h/w

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 4 of 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 15, 1984 at 3:15 P.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Fred O. Brown & Lynda J. Brown h/w  
at 329 Drinker St., Bloomsburg, PA 17815, Hemlock Twp., Fernville  
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Delbert Doty.

So Answers:

*Delbert Doty*  
Delbert Doty

Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
15th day of March 1984.

Tammi B. Kline Prothonotary  
Columbia County, Pennsylvania

SHERIFF'S SALE

By virtue of a writ of execution no. 4 of 1984 issued out of the Court of CommonPleas of Columbia County to me directed there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on ~~the~~ Thursday ~~day~~, April 12, 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, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H. J. Traub and Upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R.A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152.

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Sitler, widow, to Fred O. Brown and Linda Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285 Page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

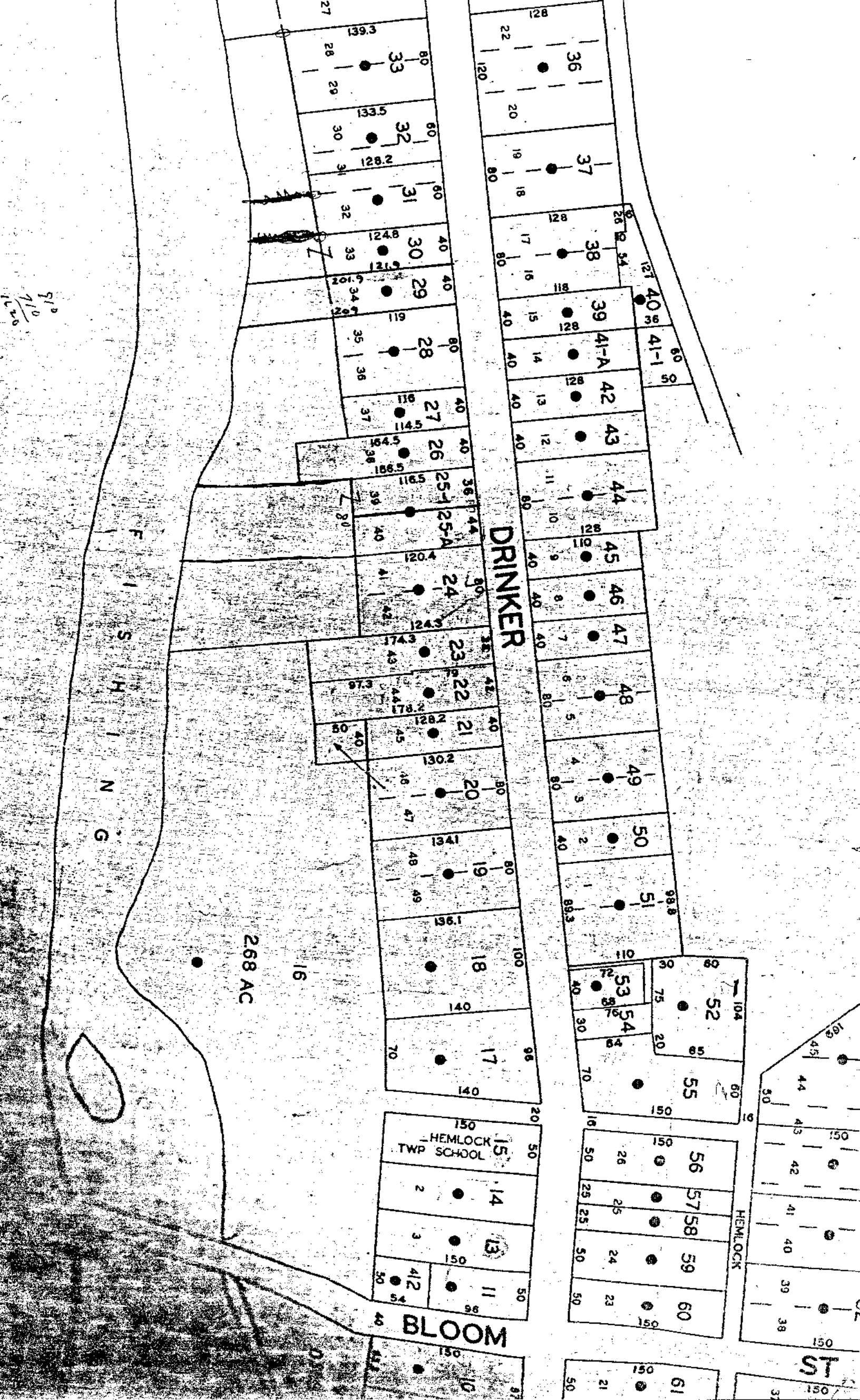
NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 13, 1984 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of Susquehanna Savings Association n/k/a Susquehanna Savings, A Division of Atlantic Financial Federal vs. Fred D. Brown and Lynda J. Brown, his wife.  
a/k/a Fred O and Linda Brown

Said premises will be sold by:  
SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

COPIES TO: Henrie Printing 3/2/84.  
P-E, Legal Ads, Wed. Mar 21, 28, Apr. 4, 1984. Aff. Requested. 3/2/84  
Catherine Bardo, Tax Collector, RD8, Box 244, Bldg. (Hemlock Twp.) 3/5/84





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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

Susq. Savings, a Div. of  
Atlantic Fin. Fed.

VS

Fred D. Brown & Lynda J. Brown h/w  
a/k/a Fred O. Brown & Linda Brown

**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. 4 of 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 2, 1984 at 9:30 A.M., posted a copy of the  
& Notice of Sheriff's Sale of Real Estate  
Writ of Execution on the property of Fred D. & Lynda J. Brown h/w &  
a/k/a Fred O. & Linda Brown, 329 Drinker St., Bldg. Pa., Hemlock Twp.  
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Delbert Doty.

So Answers:

Delbert Doty  
Delbert Doty

Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
5th day of March 1984.

Tammi 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

A. J. ZALE, Chief Deputy

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

Susquehanna Saving & Division of  
Atlantic Finance. Fed

VS

Fred D. Brown & Lynda J. Brown H/W/  
A/K/A/ Fred O. Brown & Linda Brown

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

NO. 4 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON LYNDA J. BROWN

ON MARCH 2, 1984 at 2:10 P.M., a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Fred D. Brown & Lynda H/W, a/k/a/ Fred O Brown & Linda Brown, RD-1, Box 392  
Catawissa, Pa Catawissa Twp at/ Columbia County

by Delbert Doty

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

So Answers:

Deputy Sheriff

For:  
*Victor B Vandling*

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 5th day of March  
19 84

Tammi B. Kline  
FREDERICK/PA/PROTHONOTARY  
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Susq. Saving, a Div. of  
Atlantic Fin. Fed.

VS

Fred D. Brown and Lynda J. Brown h/w  
a/k/a Fred O. Brown & Linda Brown

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

NO. 4 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON Fred D. Brown by handing a copy to  
Lynda J. Brown h/w

ON March 2, 1984 at 2:10 P.M., a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Fred D. Brown & Lynda J. Brown h/w  
a/k/a Fred O. Brown & Linda Brown at R.D. # 1, Box 392, Catawissa, PA

Catawissa Twp. Col. Co. by Delbert Doty

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

So Answers:

Delbert Doty  
Delbert Doty  
Deputy Sheriff

For:  
Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 5th day of March  
1984

Tammi B. Kline  
Prothonotary, Columbia County, Pa.

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

Plaintiff

vs.

FRED D. BROWN AND  
LYNDA J. BROWN, h/w  
a/k/a Fred O and Linda Brown

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

No. 754 of 1983

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

a/k/a Fred O and Linda Brown  
TO: Fred D. Brown and Lynda J. Brown, h/w Defendants

herein and title owners of the real estate hereinafter described:

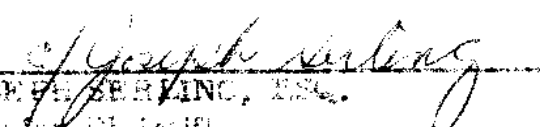
NOTICE is hereby given that by virtue of the above captioned writ of execution issued under the above captioned Judgment, directed to the Sheriff of Columbia County there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pa., on Thursday, April 12, 1984 at 10:00 o'clock A.M., in the afternoon of the said day, all your right, title and interest in and to ALL that certain piece, parcel and tract of land situate in the Township of Hemlock in the County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the South by Drinker Street; upon the West by

Lot No. 16; upon the North by land now or formerly of H. J. Traub and upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R. A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, page 152. Being the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Eitler, widow, to Fred C Brown and Linda Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285, page 664.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on *APRIL 13*, 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 of Distribution unless exceptions are filed thereto within ten (10) days thereafter.

  
JOSEPH J. SERVINO, ESQ.  
Att'y for Plaintiff

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.~~

vs.

~~FRED D. BROWN AND~~

~~LYDIA J. BROWN, his wife,~~

/k/a Fred O and Linda Brown

Columbia

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

No. 794 Term 19 82 J.D.

No. 4 Term 19 84 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~Dauphin~~ 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, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H. J. Traub and Upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R.A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152.

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Sitler, widow, to Fred O. Brown and Linda

Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285 Page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

Amount Due

\$ 27,225.43

Interest from

January 30, 1984

\$ 27,225.43

TOTAL

\$ 27,225.43 Plus costs TO DATE OF SALE

as endorsed.

Dated

2-24-84

Columbia

Prothonotary, Court of Common Pleas of  
~~Dauphin~~ County, Pennsylvania

(SEAL)

By:

Helen K. Linn

Deputy

By virtue of a writ of execution no.        of 1984 issued out of the Court of CommonPleas of Columbia County to me directed there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Bloomsburg, Columbia County, Pennsylvania, on the        day ,        , 1984 at        :        o'clock        M., in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel and tract of land situate in the Township of Hemlock in the County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BOUNDED upon the south by Drinker Street; upon the West by Lot No. 16; Upon the North by land now or formerly of H. J. Traub and Upon the East by Lot No. 14, being known and designated as Lot No. 15 in Fernville Extension laid out and plotted by R.A. McCachran for Howard J. Traub on the 31st day of August 1923, a map whereof is recorded in the Office for the Recording of Deeds at Bloomsburg, Pennsylvania in Map Book No. 1, Page 152.

BEING the same premises conveyed by Pearl Heidger and Raymond Heidger, her husband and Gertrude Sitler, widow, to Fred O. Brown and Linda Brown, his wife, by deed dated February 6th, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 285 Page 654.

IMPROVED with a single family dwelling situate at 329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania.

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

Seized and taken into execution at the suit of Susquehanna Savings Association n/k/a Susquehanna Savings, A Division of Atlantic Financial Federal vs. Fred D. Brown and Lynda J. Brown, his wife.  
a/k/a Fred O and Linda Brown

Said premises will be sold by:  
SHERIFF OF COLUMBIA COUNTY

JOSEPH SERLING, ATTORNEY

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

PLAINTIFF

No. 754 Term 1982

V.S.

Fred D. Brown and Lynda J. Brown, h/w  
a/k/a Fred O and Linda Brown

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~ <sup>Real</sup> property of the defendant on the premises located at  
329 Drinker Street, Bloomsburg, Hemlock Twp., Columbia County, Pennsylvania

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

Make

Model

Motor Number

Serial Number

License Number

which vehicle may be located at

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

*[Signature]*  
Attorney for Plaintiff



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

February 27, 1984

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

RE: SUSQUEHANNA SAVINGS, ETC.  
VS  
BROWN, FRED & LYNDA

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.

Very truly yours,

  
A. J. Zale  
Chief Deputy

Charlotte:

I have provided an extra copy for you to make additional copies - for the future. Remember NO SERVICE ATTEMPTS UNTIL WE HAVE THIS FORM RELEASING US FROM RESPONSIBILITY, etc.

