

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 10th day of JANUARY 19 85, 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 FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE with principal office at Wilkes-Barre, Luz. Co., PA. for the price or sum of Nine Hundred Thirty Six and 14/100 (\$936.14) plus Eighteen and 63/100 (\$18.63) 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

Col. Co. Sheriff's Dept.	Sale Cost	\$121.00	
	Poundage	<u>18.63</u>	
			\$139.63
Press-Enterprise, Inc.			304.82
Henrie Printing			52.50
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			19.00
Charles A. Kashner, Tax Collector Montour Twp.	(Parcel 25-05C-68-1)		413.82
	(1984 School Taxes)		
Surcharge Fee (State Treasurer)			10.00

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE

vs

MARK A. WELLIVER and WENDY L. WELLIVER, his wife

NO. 375-C - 1984 J.D.  
NO. 55 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
11 JANUARY 1985

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff

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

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE,

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 375-C Term 1984J.D.

NO. 55 Term 1984E.D.

MARK A. WELLIVER and WENDY L.  
WELLIVER, his wife,

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

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

\*\*Plus a per diem charge at the rate of \$7.19 from September 30, 1984, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff.

MAP NO.  
SEQUENCE NO.  
PLATE NO.

Amount Due	\$25,652.17
Attorney's Commission	\$ 2,565.23
Interest to 9/30/84	<u>\$ 3,641.99</u>

TOTAL \$31,859.39 Plus costs \*\*

as endorsed.

*Jamie B. Kline*  
Prothonotary, Court of Common  
Pleas of Columbia County, Pa.

Dated November 14, 1984

(SEAL)

BY: *Betty Stout*

*Betty Stout*  
Clerk

### SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 55 of 1984, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock a.m., in the forenoon of the said day, / Thursday, January 10, 1985 all the right, title and interest of the defendants in and to:

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

#### TRACT NO. ONE

BEGINNING at an iron pin corner in the Westerly line of the State Highway leading from Bloomsburg to Catawissa and in line of land of L.H. Boody; THENCE running along the line of land of said Boody, South 75 degrees West, a distance of 110 feet to an iron pin corner in line of land of said Boody; THENCE continuing along the same, South 16 degrees 15 minutes East, a distance of 73 feet to an iron pin corner in line of land of the Grantors herein; THENCE along the line of land of said Grantors, North 75 degrees 15 minutes East, a distance of 88 feet to an iron pin corner; THENCE continuing along the line of land of said Grantors, South 16 degrees 15 minutes East, a distance of 57 feet to an iron pin corner in line of lands of the Montour Township Fire Company; THENCE along the line of lands of the Montour Township Fire Company, North 75 degrees 15 minutes East, a distance of 22 feet to an iron pin corner in the Westerly line of the aforesaid State Highway; THENCE along the westerly line of said Highway, North 16 degrees 15 minutes West, a distance of 130.5 feet to an iron pin corner in line of land of L.H. Boody, the place of beginning.

#### TRACT NO. TWO

BEGINNING at an iron pin corner upon the East side or line of the public State Highway leading from Bloomsburg to Catawissa; THENCE by the land of L.H. Boody, North 74 degrees 30 minutes East, 36 feet to the line of land of the Reading Railroad Company corner; THENCE by the said Railroad line, South 15 degrees 15 minutes East, 130 feet 6 inches to an iron pin corner and other land of L.H. Boody; THENCE by the same, South 74 degrees 30 minutes West, 35 feet to a corner and line of the State Highway; THENCE by the said line, North 15 degrees 15 minutes West, 130 feet 6 inches to a corner, the place of beginning.

EXHIBIT "A"

CONTAINING 4,633 square feet.

SUBJECT to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

EXCEPTING AND RESERVING, NEVERTHELESS, unto Robert Busch and Marquenn Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above described with said right-of-way extending from the Westerly line of the State Highway leading from Bloomsburg to Danville and leading toward the dwelling on the premises of the said Robert Busch and Marquenn Busch and also a right-of-way 16 feet in width extending from the Westerly line of the State Highway at approximately the center point of the land above described and extending Westwardly to the Northeasterly corner of premises of the said Robert Busch and Marquenn Busch, both rights-of-way to be used by the Grantors, their heirs and assigns, with this exception and reservation to apply to Tract No. One (1) herein.

BEING the same premises conveyed to Mark A. Welliver and Wendy L. Welliver, his wife, by deed of Donald R. Bashore and Blossom E. Bashore, his wife, dated the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 258 Page 1178.

PREMISES improved with a one story detached dwelling with garage and apartment more commonly known as R.D.#2, 185 Rupert Drive, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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

SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, Pennsylvania, against MARK A. WELLIVER and WENDY L. WELLIVER, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
MARK A. WELLIVER and WENDY L.	:	IN MORTGAGE FORECLOSURE
WELLIVER, his wife,	:	
	:	
DEFENDANTS	:	NO. 375-C OF 1984
	:	
	:	<u>WRIT OF EXECUTION</u>
	:	<u>NOTICE</u>

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition with the Court to strike the judgment.

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Fred Trump, Court Administrator  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 18715  
(717) 784-1991 EXT: 267

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
MARK A. WELLIVER and WENDY L.	:	IN MORTGAGE FORECLOSURE
WELLIVER, his wife,	:	
	:	
DEFENDANTS	:	NO. 375-C OF 1984

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: MARK A. WELLIVER and WENDY L. WELLIVER, his wife, Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thurs., January 10, <sup>1985</sup>~~1984~~, at 10:00 a.m., eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in R.D. #2, Rupert Drive, Bloomsburg, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

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

ROSENN, JENKINS & GREENWALD

BY: David B. Hiscox

DAVID B. HISCOX, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, PA 18711

DERR, PURSEL & LUCHAS

BY: Dale A. Derr

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

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
MARK A. WELLIVER and WENDY L.	:	IN MORTGAGE FORECLOSURE
WELLIVER, his wife,	:	
	:	
DEFENDANTS	:	NO. 375-C OF 1984

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


\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of MARK A. WELLIVER and WENDY L. WELLIVER, his wife, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants is R.D. #5, Light Street, Bloomsburg, Columbia County,



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

  
EUGENE S. HORANZY, Vice-President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 15<sup>th</sup> day  
of October, 1984.

  
NOTARY PUBLIC

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

FRANKLIN FIRST FEDERAL SAVINGS AND

LOAN ASSOCIATION OF WILKES BARRE

PLAINTIFF

No. 55 - 1984 E.D.

~~Form 10xxx~~

V.S.

MARK A. WELLIVER and WENDY L.

WELLIVER, his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff


Seize, levy, advertise and sell all the <sup>Real</sup> ~~personal~~ property of the defendant on the premises located at  
R.D. 2, 185 Rupert Drive, Bloomsburg, Montour Township, Columbia Co., PA

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 <sup>Real</sup> ~~personal~~ property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges.~~

  
Attorney for Plaintiff

TERM  
SESS.

19.....

December 31

1984

ing

**VS.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

# LIST OF LIENS

## VERSUS

MARK A. WELLIVER and WENDY L. WELLIVER

Court of Common Pleas of Columbia County, Pennsylvania.

SEARS, ROEBUCK & CO.

versus

MARK & WENDY WELLIVER

No. 229 of Term, 19 84.  
Real Debt ||\$ 450.92  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered February 21, 1984  
Date of Lien  
Nature of Lien Transcript of Judgment

FRANKLIN FIRST FEDERAL SAVINGS & LOAN

ASSOCIATION OF WILKES-BARRE

versus

MARK A. & WENDY L. WELLIVER

No. 375 of Term, 19 84  
Real Debt ||\$ 31,859.39  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered November 14, 1984  
Date of Lien  
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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Beiswiler~~, 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

Mark A. Welliver and Wendy L. Welliver

and find as follows:

See photostatic copies attached.

Fee ..\$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 7th day of January  
A.D., 1985

*Beverly J. Michael*...RECORDER

## MORTGAGE

THIS MORTGAGE is made this 18th day of May 1979, between the Mortgagor MARK A. WELLIVER and WENDY L. WELLIVER, his wife, of Bloomsburg, County of Columbia, Pennsylvania (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-SIX THOUSAND (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 10, 2004;

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

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

### TRACT NO. ONE

BEGINNING at an iron pin corner in the Westerly line of the State Highway leading from Bloomsburg to Catawissa and in line of land of L. H. Boody; THENCE running along the line of land of said Boody, South 75 degrees West, a distance of 110 feet to an iron pin corner in line of land of said Boody; THENCE continuing along the same, South 16 degrees 15 minutes East, a distance of 73 feet to an iron pin corner in line of land of the Grantors herein; THENCE along the line of land of said Grantors, North 75 degrees 15 minutes East, a distance of 88 feet to an iron pin corner; THENCE continuing along the line of land of said Grantors, South 16 degrees 15 minutes East, a distance of 57 feet to an iron pin corner in line of lands of the Montour Township Fire Company; THENCE along the line of lands of the Montour Township Fire Company, North 75 degrees 15 minutes East, a distance of 22 feet to an iron pin corner in the Westerly line of the aforesaid State Highway; THENCE along the westerly line of said Highway, North 16 degrees 15 minutes West, a distance of 130.5 feet to an iron pin corner in line of land of L. H. Boody, the place of beginning.

### TRACT NO. TWO

BEGINNING at an iron pin corner upon the East side or line of the public State Highway leading from Bloomsburg to Catawissa; THENCE by the land of L. H. Boody, North 74 degrees 30 minutes East, 36 feet to the line of land of the Reading Railroad Company corner; THENCE by the said Railroad line, South 15 degrees 15 minutes East, 130 feet 6 inches to an iron pin corner and other land of L. H. Boody;


(SEE ATTACHMENT)

which has the address of R.D.#2, Bloomsburg, County of Columbia and State of Pennsylvania (herein "Property Address");  
(Street) (City) (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, if any, or set forth on evidence of title required by and certified to Lender.

PENNSYLVANIA—1 to 4 Family—8/75—FNMA/FHLMC UNIFORM INSTRUMENT

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

**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

ATTACHMENT

THENCE by the same, South 74 degrees 30 minutes West, 35 feet to a corner and line of the State Highway;  
THENCE by the said line, North 15 degrees 15 minutes West, 130 feet 6 inches to a corner, the place of beginning.

CONTAINING 4,633 square feet.

SUBJECT to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

EXCEPTING AND RESERVING, NEVERTHELESS, unto Robert Busch and Marquenn Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above described with said right-of-way extending from the Westerly line of the State Highway leading from Bloomsburg to Danville and leading toward the dwelling on the premises of the said Robert Busch and Marquenn Busch and also a right-of-way 16 feet in width extending from the Westerly line of the State Highway at approximately the center point of the land above described and extending Westwardly to the Northeasterly corner of premises of the said Robert Busch and Marquenn Busch, both rights-of-way to be used by the Grantors, their heirs and assigns, with this exception and reservation to apply to Tract No. One (1) herein.

BEING the same premises conveyed to the Mortgagors herein by deed of Donald R. Bashore and Blossom E. Bashore, his wife, dated the 18th day of May, 1979 and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.



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:

*Mark A. Welliver* ..... *Wendy L. Welliver* .....  
MARK A. WELLIVER ..... WENDY L. WELLIVER .....  
-Borrower -Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ..... COLUMBIA ..... ss:  
On this, the 18th day of May, 1979, before me,  
a Notary Public, personally appeared the within named  
MARK A. WELLIVER and WENDY L. WELLIVER, his wife,  
known to me (or satisfactorily proven) to be the person(s) whose name(s) (he) (she) (they)  
subscribed to the within instrument and acknowledged that (he) (she) (they)  
executed the same for the purposes herein contained.

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

My Commission Expires:  
4/3/82

*Notary Seal*  
Berwick, Columbia County, Penna.

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

Harold Rosenn/Maurice Cantor  
Attorneys for Mortgages

Recorded in the Office for Recording of Deeds in and for the County of Columbia  
Commonwealth of Pennsylvania in Mortgage Book No. 195 page 267  
Witness my hand and Seal of Office this 18th day of May 1979  
2:37 p.m.

*Marvin J. Bower*  
Recorder of Deeds

61. HJ 45 2 81 AM  
TAX \$50  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
9/18/79

BOOK 195 PAGE 271

Revised 10-1-78

# Mortgage

This Indenture, Made the

18<sup>th</sup>

day of

May

in the year nineteen hundred and seventy-nine (1979).

Between MARK A. WELLIVER and WENDY L. WELLIVER, his wife, both of 112 West Sixth Street, Bloomsburg, Columbia County, Pennsylvania,

----- Mortgages ,  
and DONALD R. BASHORE and BLOSSOM E. BASHORE, his wife, both of Montour Township, Columbia County, Pennsylvania-----

----- Mortgages :  
Whereas, the said MARK A. WELLIVER and WENDY L. WELLIVER, his wife,-----  
-----Mortgages , in and by their-----certain Obligation or Writing  
Obligatory, under their-----hand s and seal s , duly executed, bearing even date herewith stand  
bound unto the said Mortgage in the sum of FOUR THOUSAND FOUR HUNDRED (\$4,400.00)  
DOLLARS-----lawful money of the United States of

America; conditioned that the said Mortgage s , their-----heirs, executors or administrators,  
shall and do well and truly pay, or cause to be paid, unto the said Mortgage s , or their-----  
certain attorneys, executors, administrators or assigns, the sum of TWO THOUSAND TWO HUNDRED  
(\$2,200.00)-----Dollars,

PAYABLE IN THE FOLLOWING MANNER:

"With interest at the rate of Nine (9%) Per Cent Per Annum on the unpaid balance until paid, said principal and interest to be paid in monthly installments of Forty-Five Dollars and Sixty-Seven Cents (\$45.67) each, commencing on the 15<sup>th</sup> day of June 1979 and thereafter on the 15<sup>th</sup> day of each month until the principal and interest are fully paid, said payment to be applied first to payment of interest and balance to principal, except that any remaining balance of principal and interest shall become due and payable at the end of Five (5) years from the date hereof, with the privilege to the Mortgage s to repay at any time without premium or fee the entire balance of principal or any part thereof. The Mortgage s shall pay to the holder hereof a late charge of 2 percent of any monthly installment not received within 15 days after

And Also, from time to time, and at all times, until payment of said principal sum be made as afore- due.  
said, keep the building , erected and to be erected upon the land herein described, insured for the benefit of the Mortgage , in some good and reliable Stock Insurance Company or Companies to the amount of at least TWO THOUSAND TWO HUNDRED (\$2,200.00)-----

-----Dollars, and take no insurance out on said buildings, not marked for the benefit of the Mortgage ; the further condition of the said Obligation is such, that if at any time default shall be made in the payment of TWO THOUSAND TWO HUNDRED-----interest or insurance premium as aforesaid, for the space of Fifteen (15) days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgage s , their heirs, executors, administrators or assigns, then and in such case, the said principal sum shall at the option of the said Mortgage s , their heirs and-----executors, administrators or assigns, become due; and payment of the same, with the interest and costs of insurance due thereon, as aforesaid, together with an attorney's commission of fifteen---per cent. on the said principal sum, besides costs of suit, may be enforced and recovered at once, anything therein contained to the contrary thereof in anywise notwithstanding, as in and by the said recited Obligation and the condition thereof (relation being thereunto had) may more fully and at large appear.

Witnesseth that the said Mortgage s , as well for and in consideration of the said debt or sum of TWO THOUSAND TWO HUNDRED (\$2,200.00)-----  
Dollars, and for the better securing the payment of the same with interest, as aforesaid, unto the said Mortgage s , or their heirs-----executors, administrators or assigns in the discharge of the said recited Obligation , as for and in consideration of the further sum of one dollar, lawful money, aforesaid, unto the said Mortgage in hand well and truly paid by said Mortgage , at or before sealing and delivery hereof, the receipt whereof is hereby acknowledged, is-----  
granted, bargained and sold, released, and confirmed, and by these presents, does-----grant bargain and sell, release and confirm unto the said Mortgage s , their heirs-----and assigns

All THOSE CERTAIN PIECES AND PARCELS of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at an iron pin corner in the Westerly line of the State Highway leading from Bloomsburg to Catawissa and in line of land of L. H. Boody;

THENCE running along the line of land of said Boody, South 75 degrees West, a distance of 110 feet to an iron pin corner in line of land of said Boody;

THENCE continuing along the same, South 16 degrees 15 minutes East, a distance of 73 feet to an iron pin corner in line of land of the Grantors herein;

THENCE along the line of land of said Grantors, North 75 degrees 15 minutes East, a distance of 88 feet to an iron pin corner;

THENCE continuing along the line of land of said Grantors, South 16 degrees 15 minutes East, a distance of 57 feet to an iron pin corner in line of lands of the Montour Township Fire Company;

THENCE along the line of land of said Fire Company, North 75 degrees 15 minutes East, a distance of 22 feet to an iron pin corner in the Westerly line of the aforesaid State Highway;

THENCE along the Westerly line of said highway, North 16 degrees 15 minutes West, a distance of 130.5 feet to an iron pin corner in line of land of L. H. Boody, the place of BEGINNING.

TRACT NO. 2 - BEGINNING at an iron pin corner upon the East side or line of the public State Highway leading from Bloomsburg to Catawissa;

THENCE by the land of L. H. Boody, North 74 degrees 30 minutes East, 36 feet to the line of land of the Reading Railroad Company corner;

THENCE by the said Railroad line, South 15 degrees 15 minutes East, 130 feet 6 inches to an iron pin corner and other land of the said L. H. Boody;

THENCE by the same, South 74 degrees 30 minutes West, 35 feet to a corner and line of the State Highway;

THENCE by the said line, North 15 degrees 15 minutes West, 130 feet 6 inches to a corner the place of BEGINNING. CONTAINING 4633 square feet.

BEING THE SAME PREMISES which Lester D. Thomas and Marjorie C. Thomas, his wife, by their Deed dated the 16th day of November, 1972, and recorded in the Office for the Recording of Deeds in and for Columbia County, in Deed Book 258 at Page 1178, etc., granted and conveyed unto Donald R. Bashore, the male Grantor herein.

EXCEPTING AND RESERVING, NEVERTHELESS, unto Robert Busch and Marqueen Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above described with said right-of-way extending from the Westerly line of the State Highway leading from Bloomsburg to Danville and leading toward the dwelling on the premises of the said Robert Busch and Marqueen Busch and also a right-of-way 16 feet in width extending from the Westerly line of the State Highway and situate at approximately the center point of the land above described and extending Westwardly to the Northeasterly corner of premises of the said Robert Busch and Marqueen Busch, both rights-of-way to be used by the Grantors, their heirs and assigns in conjunction with the Grantees, their heirs and assigns, with this exception and reservation to apply to Tract No. 1 herein.

Together with all and singular the

improvements, ways,

waters, watercourses,

rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents issues and profits thereof;

To Have And To Hold the said

hereditaments and premises granted, or mentioned and intended so to be with the appurtenances, unto the said Mortgagee, their-----heirs and assigns, to and for the only proper use and behoof of the said Mortgagee, their-----heirs and assigns, forever!

And the said Mortgagor, for their-----heirs and assigns do hereby covenant, promise and agree to and with the said Mortgagee, their-----heirs, executors, administrators and assigns, that if the said Mortgagor, their-----heirs or assigns, shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgagee, their-----heirs, executors, administrators or assigns, to insure the said building in a sum sufficient to secure payment of the said principal debt, in case of fire, and shall recover the costs and expenses of such insurance in a suit upon this Mortgage.

Provided always, nevertheless, that if the said Mortgagor, their-----heirs, executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said Mortgagee, their-----executors, administrators or assigns, the said principal sum of TWO THOUSAND TWO HUNDRED (\$2,200.00)-----Dollars, lawful money, aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest and costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said recited Obligation, shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And Provided, also, that it shall and may be lawful for the said Mortgagee, their-----executors, administrators or assigns, when and as soon as the said principal sum shall, in any event, become due and payable, as aforesaid, an Action of Mortgage foreclosure may be properly commenced upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance, as aforesaid, together with an attorney's commission of Fifteen (15%) per cent. on said principal sum, besides cost of suit, without stay of or exemption from execution or other process, with a full release of errors; any law, rule of court, or usage to the contrary notwithstanding.

In Witness Whereof, the said party--of the first part has unto these presents set their-----hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of

Mark A. Welliver   
MARK A. WELLIVER

Wendy L. Welliver   
WENDY L. WELLIVER

### Certificate of Residence

I hereby certify, that the precise address of the mortgagee-----herein is as follows:  
Montour Twp. PA

Sharon E. Leckie  
Attorney or Agent for Mortgagee

Commonwealth of Pennsylvania

County of COLUMBIA

SS:

On this, the 18th day of May 1979, before me a Notary Public-----

the undersigned officer, personally appeared MARK A. WELLIVER and WENDY L. WELLIVER, his wife-----  
known to me (or satisfactorily proven) to be the person, whose names are subscribed to the within instrument, and acknowledged that they-----executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial-----seal.



*Lynn M. Dressler*

LYNN M. DRESSLER, Notary Public

Bloomsburg, Columbia Co., Pa.

My Commission Expires Mar. 29, 1982

Commonwealth of Pennsylvania

County of

SS:

On this, the day of 19 , before me

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

REC'D BY RECORDER  
COLUMBIA CO. PA.

TAX: 50 FEE: 1.00  
MAY 18 2 37 PM '79

# Mortgage

INDIVIDUAL - REVISED 1963

MARK A. WELLIVER and  
WENDY L. WELLIVER, his wf.

Mortgagors,

TO

DONALD R. BASHORE and  
BLOSSOM E. BASHORE, his wf.

Mortgagees.

Dated 19

Upon PREMISES in Montour

Township, Columbia

County, Pennsylvania.

To secure \$2,200.00

Payable monthly (\$45.67)

LAW OFFICES OF KREISHER & RICHIE

Thomas E. Richie, Esquire

401 South Market Street

Bloomsburg, Pennsylvania 17815

(717) 784-5211 or 784-5212

*Thomas E. Richie, Esquire*

Commonwealth of Pennsylvania

County of Columbia

2:37 p.m.

SS:

Recorded in the office for Recording of Deeds, &c., in and for said County, in  
Mortgage Book No. Vol. 195 , Page 272

Witness my hand and Official Seal this 18th day of May, 1979

*Marvin G. Bower*

Recorder of Mortgages

# REAL ESTATE MORTGAGE

This mortgage made this 8th day of February, 1982, by Mark A. & Wendy L. Welliver husband and wife, Mortgagors, to Dial Consumer Discount Company, Mortgagee, Witnesseth:

WITNESAS, the said Mortgagors are indebted on their promissory note evidencing a loan made to Mortgagors and payable to the Mortgagee in the amount of \$ 6012.00 which includes charges authorized under the Pennsylvania Consumer Discount Company Act and is payable in installments according to the terms thereof, the final payment of which is due on February 12, 1985.

NOW, THEREFORE, in consideration of said loan and to further secure the payment of said note and any future note or notes executed and delivered to Mortgagee by Mortgagors at any time before the indebtedness secured hereby shall be paid in full, evidencing either a future loan by Mortgagee or a refinancing of any unpaid balance of the Note above described, or renewal thereof, or both such future loan and refinancing, the Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate located in Columbia County, Pennsylvania:

All that certain pieces and parcels of land situate in Montour Township, Columbia County, Pennsylvania, known as 185 Rupert Drive, Bloomsburg, Pa. 17815

Recorded in Columbia County

Mtg Book 208page 131 on

February 19, 1982 at 11:51 a.m.

*Beverly J. Michael*  
*Acting Recorder*

#136  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
TAX FEE \$8.50  
FEB 19 11 51 AM '82

To have and to hold the same unto, and for the use of said Mortgagee, and assigns.

Provided, however, that if the said Mortgagors pay and perform, according to the terms and conditions of said note or notes, then the estate hereby conveyed and granted shall cease and become void.

But in case of default of such payment or performance at any time or in any particular, every sum to be paid as aforesaid shall then become due and be payable forthwith, and an action of mortgage foreclosure or other lawful writ or writs hereon may forthwith be issued, and prosecuted to judgment and execution, for the same, with all damages for default and costs, and with an attorney's commission of 15 percent of the balance due for collection. Mortgagors, and each of them hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory note to a sum not in excess of the amount actually paid by the purchaser of the mortgaged premises at a sale thereof in any judicial proceedings upon said promissory note or upon this mortgage, or exempting the mortgaged premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

Witness the hands and seals of the said Mortgagors

*Mark A. Welliver* (Seal)  
*Wendy L. Welliver* (Seal)

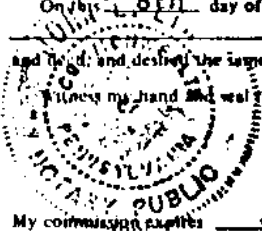
Commonwealth of Pennsylvania )

County of Columbia )

Mark A. & Wendy L. Welliver

On this 8th day of February, 1982, before me a Notary Public, came the above named Mark A. and Wendy L. Welliver and acknowledged the foregoing mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal the day and year aforesaid.



My commission expires 5/23/83

*John H. Hest*  
Notary Public

## Certificate of Residence

*J. L. Lyash* do hereby certify that the precise business address of the Mortgagee herein is Dial Cons Disc Co, P.O. Box 178, Shamokin, Penn Pa 17876.

Witness my hand this 8th day of February, 1982.

*J. L. Lyash*  
Agent of Mortgagee

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 10th day of JANUARY 19 85, 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 FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE with principal office at Wilkes-Barre, Luz. Co., PA. for the price or sum of Nine Hundred Thirty Six and 14/100 (\$936.14) plus Eighteen and 63/100 (\$18.63) 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

Col. Co. Sheriff's Dept.	Sale Cost	\$121.00	
	Poundage	18.63	\$139.63
Press-Enterprise, Inc.			304.82
Henrie Printing			52.50
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			19.00
Charles A. Kashner, Tax Collector Montour Twp.	(Parcel 25-05C-68-1)		413.82
	(1984 School Taxes)		
Surcharge Fee (State Treasurer)			10.00

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE

vs  
MARK A. WELLIVER and WENDY L.  
WELLIVER, his wife

NO. 375-C - 1984 J.D.  
NO. 55 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. ) So answers  
11 JANUARY 1985 )  
Victor B Vandling  
VICTOR B. VANDLING Sheriff



To the Honorable, the Judges within named:

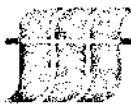
I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 10th day of JANUARY 19 85, 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 FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE with principal office at Wilkes-Barre, Luz. Co., PA. for the price or sum of Nine Hundred Thirty Six and 14/100 (\$936.14) plus Eighteen and 63/100 (\$18.63) Poundage ----- Dollars

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

Col. Co. Sheriff's Dept.	Sale Cost	\$121.00	
	Poundage	<u>18.63</u>	
			\$139.63
Press-Enterprise, Inc.			304.82
Henrie Printing			52.50
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			19.00
Charles A. Kashner, Tax Collector Montour Twp.	(Parcel 25-05C-68-1)		413.82
	(1984 School Taxes)		
Surcharge Fee (State Treasurer)			10.00

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE  
vs  
MARK A. WELLIVER and WENDY L.  
WELLIVER, his wife  
NO. 375-C - 1984 J.D.  
NO. 55 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
11 JANUARY 1985 }  
Victor B Vandling  
VICTOR B. VANDLING Sheriff



Franklin First Federal  
Savings and Loan Association  
44 W. Market St., Wilkes-Barre, PA 18773  
Escrow Account



98-721996401

50-1042  
223

JAN 18 1985

Amount

\$1,040.68\*

PAY

~~FRANKLIN~~  
~~FIRST~~ 1,040 dol's 68 cts

TO THE  
ORDER  
OF

Columbia County Sheriff

DRAWER FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

AUTHORIZED SIGNATURE

TO COLUMBIA COUNTY SHERIFF

⑆022310422⑆ 8⑈409688 721996401

Please detach before depositing

98-721996401

Date	Description	Amount
1/18/85 m	1320 Kemp	\$585.91*
	1320 Welliver	454.77*
	Taxes & Costs Bid at Sheriff sale	

Franklin First Federal Savings and Loan Association

Please detach before depositing

98-721996401

Date	Description	Amount
1/18/85 m	1320 Kemp	\$585.91*
	1320 Welliver	454.77*
	Taxes & Costs Bid at Sheriff sale	

Franklin First Federal Savings and Loan Association



**Franklin First Federal  
Savings and Loan Association**

44 W. Market St., Wilkes-Barre, PA 18701  
Telephone (717) 825-7311

Michael J. Johnson Assistant Vice President  
Loan Servicing Division

January 18, 1985

Victor B. Vandling, Sheriff  
Columbia County Court House  
Bloomsburg, PA 17815

Re: Mark A. Welliver  
55-1984 E.D.  
Randy R. Kemp  
58-1984 E.D.

Dear Sheriff Vandling:

In accordance with our attorney's instructions, I am enclosing herewith our check in the amount of \$1,040.68 for the above captioned Sheriff's Sales. If your office should require anything further from this Association, please feel free to contact me. Thank you very much.

Yours very truly,

MICHAEL J. JOHNSON  
ASSISTANT VICE PRESIDENT

MJJ:mjk

Enclosure

OFFICE OF SHERIFF  
COUNTY  
JAN 22 10 40 AM '85  
SHERIFF  
CHIEF DEPUTY

12/1/84

SHERIFF'S SALE

COST SHEET

FRANKLIN First Federal vs Welliver, MARK + Wendy

THURSDAY, JANUARY 10, 1985

NO. 55-1984 E.D.

WRIT OF EXECUTION:

Judgement --- Principal \$  
Insurance  
Interest from \_\_\_\_\_ to \_\_\_\_\_  
Real Estate Tax  
Interest from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day  
Attorneys' Fee

Total ... \$ 31,859.39

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$  
Pro. Pd. (Comp.)  
Shff. V.  
Judg. Fee  
Atty. Fee  
Satisfaction

Total ... \$

SHERIFF'S COST OF SALE:

Docket & Levy \$ 14.00  
Service of Notice 14.00  
Postage  
Posting of Sale Bills (Bldg., Office, Lobby, etc.) 21.00  
Advertising, Sale Bills 9.00  
Newspapers 9.00  
Mileage 21.00  
Crying/Adjourn of Sale 7.00  
Sheriff's Deed 19.00  
Posting Notice (Vacant property) 7.00  
Distribution of Proceeds 9.00

Total... \$ 121.00 \$ 121.00

Press-Enterprise \$ 304.82  
Henrie Printing 52.50

Total ... \$ 357.32 \$ 357.23

Prothonotary - List of Liens \$ 10.00  
Deed 5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co. \$  
Deed, Search, etc. 14.00

Total ... \$ 14.00 \$ 14.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1984 \$  
School Taxes, District Pleasantburg, 1984 413.82

Delinquent Taxes, 19 , 19 , 19 , TOTAL AMOUNT

Total ... \$ 413.82 \$ 413.82

SURCHARGE FEE (State Treassrer)

10.00

SEWERAGE RENT DUE:

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

TOTAL TAXES & COSTS ----- \$ 954.77

BUYER: Plaintiff

BID PRICE: \$ 954.77 POUNDAGE \$ 1.00

DEED IN NAME OF:

REALTY TRANSFER TAX \$ STATE STAMPS \$

92.00  
10.00



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF EXAMINATION  
POST OFFICE BOX 8910  
HARRISBURG, PA 17105

## REALTY TRANSFER TAX AFFIDAVIT OF VALUE

See Reverse for Instructions

### RECORDER'S USE ONLY

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration or by gift, or (3) a tax exemption is claimed. An affidavit of value is not required when the transfer is from a parent to child. If more space is needed, attach additional sheet(s).

### A. CORRESPONDENT - All inquiries may be directed to the following person:

Name <b>Victor B. Vandling (Sheriff of Columbia County)</b>		Telephone Number: Area Code ( <b>717</b> ) <b>784-1991</b>	
Street Address <b>Courthouse Bldg.</b>	City <b>Bloomsburg</b>	State <b>PA</b>	Zip Code <b>17815</b>

### B. TRANSFER DATA

Grantor(s) <b>Mark A. Welliver &amp; Wendy L. Welliver, h/w</b>		Grantee(s) <b>Franklin First Federal Savings &amp; Loan Assn.</b>	
Street Address <b>of Wilkes-Barre.</b>		Street Address	
City <b>Wilkes-Barre</b>	State <b>PA</b>	City	State
Zip Code	Zip Code		

### C. PROPERTY LOCATION

Street Address <b>R.D. 2 (185 Rupert Drive) Bloomsburg, Montour Township Columbia</b>				<b>25-05C-68-1</b>
City	Township	Borough	County	Tax Parcel Number

### D. VALUATION DATA

1. Actual Cash Consideration <b>\$936.14</b>	2. Other Consideration <b>+ 31859.39</b>	3. Total Consideration <b>= \$32,795.53</b>
4. County Assessed Value <b>\$3800.00</b>	5. Fair Market Value <b>\$11,400.00</b>	6. State Realty Transfer Tax Paid <b>None</b>

### E. EXEMPTION DATA

1a. Amount of Exemption Claimed <b>See OTHER</b>	1b. Percentage of Interest Conveyed <b>-----</b>
---	---

#### 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession \_\_\_\_\_ (Name of Decedent) (See 61 PA Code 91.42)
- ☐ Transfer to Industrial Development Agencies or from Industrial Development Agencies to Industrial Corporations. (See 61 PA Code 91.49)
- ☐ Transfer to Conservancy. (See Act No. 246 of 1982)
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_  
Tax paid this deed \$ \_\_\_\_\_ (See 61 PA Code 91.53)
- ☐ Transfers to Commonwealth, the United States, and Instrumentalities by gift, condemnation or in lieu of condemnation or dedication. (See 61 PA Code 91.55)
- ☐ Transfer from mortgagor to mortgagee in lieu of foreclosure (other than sheriff sales) Mortgage Book Number \_\_\_\_\_  
Page Number \_\_\_\_\_ (See Act No. 246 of 1982)
- ☐ Divorced. \_\_\_\_\_ (Date of Divorce Decree) \_\_\_\_\_ (Date of Decree of Equitable Distribution) \_\_\_\_\_ (Date of Acknowledgment) (See Act No. 14 of 1981)
- ☐ Statutory Corporate Reorganization, Merger or Liquidation.
- ☒ Other (Please explain exemption claimed, if other than listed above.) Mortgage holder exempt. Act 253 - 1978  
Property purchased by PLAINTIFF (Grantee) via SHERIFF'S SALE held 1/10/85 for  
\$936.14 (taxes & costs) plus \$18.63 Poundage.

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Correspondent A. J. Zale, Chief Deputy, Col. Co. Sheriff Dept. Date 1/22/85

(SEE REVERSE)



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

January 22, 1985

Charles A. Kashner  
Tax Collector  
111 Rupert Drive  
Bloomsburg, Pa.

RE: FFF S&L ASSN. OF WILKES-BARRE  
VS  
WELLIVER, Mark & Wendy  
NO: 55 - 1984 E.D.

Dear Charley,

This memo is to notify you that SHERIFF'S SALE in the captioned case was held January 10, 1985.

Copies of tax notices requested and forwarded to this office by you are hereby returned. Tax monies collected are enclosed in the amount of \$ 413.82. Parcel 25-05C-68-1 (1984 School R.E.)

Property purchased by FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE (Pa.)

Thank you for your cooperation in this matter.

Very truly yours,

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

Victor Vandling

: Welliver Sale - \$304.82

and says that Press-Enterprise is a newspaper of general circulation with its place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia, Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State, since the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared on December 19, 26, 1984 & Jan 2, 1985 exactly as printed and published; that the affiant is on record as a newspaper in which legal advertisement or notice was published in the subject matter that all of the allegations in the foregoing statement publication are true.

the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 258 Page 1178.

PREMISES improved with a one story detached dwelling with garage and apartment more commonly known as R.O.2, 185 Rupert Drive, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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

SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against MARK A. WELLIVER and WENDY L. WELLIVER, his wife, and will be sold by:

Sheriff of Columbia County  
Rosenn, Jenkins  
and Greenwald  
Attorneys

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

7413

TO THE  
ORDER OF

Press-Enterprise, Inc.

JAN 7, 1985

60-593  
313

Three Hundred Four and 82/100

\$ 304.82

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Franklin First Fed vs Welliver  
No. 55-1984 E.D.  
Legal Ads

Victor B. Vandling

031305936

572 810 00

05

charges amounting to \$304.82  
affidavit have been paid in full.

SHERIFF'S SALE  
By virtue of a Writ of Execution No. 55 of 1984, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Jan. 10, 1985  
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:

15 degrees 15 minutes West, 130 feet 6 inches to a corner, the place of beginning.

CONTAINING 4,633 square feet.

SUBJECT to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

EXCEPTING AND RESERVING, NEVERTHELESS, unto Robert Busch and Marquenn Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III, being duly sworn according to the oaths of the State of Pennsylvania, and says that Press-Enterprise is a newspaper of general circulation with its office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia, Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County of Columbia, Pennsylvania, from the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the Press-Enterprise on December 19, 26, 1984 & Jan 2, 1985 exactly as printed and published; that the affiant is on duty as a reporter for the Press-Enterprise newspaper in which legal advertisement or notice was published and that all of the allegations in the foregoing statement are true.

Sworn and subscribed to before me this 3rd day of January, 1985

And now, 1985, I hereby certify that the charges amounting to \$ for publishing the affidavit have been paid in full.

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 55 of 1984, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Jan. 10, 1985  
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:

16 degrees 15 minutes East, a distance of 57 feet to an iron pin corner in line of lands of the Montour Township Fire Company; THENCE along the line of lands of the Montour Township Fire Company, North 75 degrees 15 minutes East, a distance of 22 feet to an iron pin corner in the Westerly line of the aforesaid State Highway; THENCE along the westerly line of said Highway, North 16 degrees 15 minutes West, a distance of 130.5 feet to an iron pin corner in line of land of L.H. Boody, the place of beginning.

**TRACT NO. 2: BEGINNING** at an iron pin corner upon the East side or line of the public State Highway leading from Bloomsburg to Catawissa; THENCE by the land of L.H. Boody, North 74 degrees 30 minutes East, 36 feet to the line of land of the Bloomsburg and Catawissa Railroad Company; THENCE by the said Railroad line, South 15 degrees 15 minutes East, 130 feet 6 inches to an iron pin corner and other land of L.H. Boody; THENCE by the same, South 74 degrees 30 minutes West, 35 feet to a corner and line of the State Highway; THENCE by the said line, North 15 degrees 15 minutes West, 130 feet 6 inches to a corner, the place of beginning. CONTAINING 4,633 square feet.

**SUBJECT** to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

**EXCEPTING AND RESERVING,** NEVERTHELESS, unto Robert Busch and Marquenn Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above described with said

the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 258 Page 1178.

PREMISES improved with a one story detached dwelling with garage and apartment more commonly known as R.D.2, 185 Rupert Drive, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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

SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against MARK A. WELLIVER and WENDY L. WELLIVER, his wife, and will be sold by:

Sheriff of  
Columbia County  
Rosenn, Jenkins  
and Greenwald  
Attorneys

1985

Public)

1 Expires

NOTARY PUBLIC  
COLUMBIA COUNTY  
5 JULY 5 1985  
Notary of Notaries

ing and publication  
and the fee for this





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

FFF S & L ASSN. of Wilkes Barre

VS

Mark A. Welliver & Wendly L.  
Welliver h/w

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 55 of 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

December 4, 1984 at 2:20 P.M. POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Mark A. Welliver & Wendy L.

Welliver h/w, at R.D. # 2, 185 Rupert Drive, Bloomsburg, Pa. Montour Twp.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF Delbert Doty & Victor Vandling Sheriff

SO ANSWERS:

Delbert Doty & Victor Vandling  
Delbert Doty & Victor Vandling Sheriff  
DEPUTY SHERIFF

FOR:

Victor B. Vandling  
VICTOR B. VANDLING  
SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

4th DAY OF December 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

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

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

FFF S & L ASSN. of Wilkes Barre

vs

Mark A. Welliver & Wendy L.  
Welliver, h/w

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

NO. 55 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON Wendly L. Welliver

ON November 30, 1984 AT 5:18 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, \_\_\_\_\_

Wendly L. Welliver at R.D. # 5, Bloomsburg, Pa., Scott Twp.

Col. Co., HiddenHeight Trl. Ct. 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  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me  
this 30<sup>th</sup> day of November 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

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

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

FFF S & L ASSn. of Wilkes Barre

VS

Mark A. Welliver & Wendly L.  
Welliver h/w

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

NO. 55 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON Mark A. Welliver

ON November 30, 1984 AT 5:18 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, \_\_\_\_\_

Mark A. Welliver at R.D. # 5, Bloomsburg, Pa., Scott Twp.

Col. Co., Hidden Heights Trl. Ct. 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

Sworn and subscribed before me  
this 30 day of November 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

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

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

EFF S & L Assn. of Wilkes Barre

vs

Mark A. Welliver and Wendy L.  
Welliver h/w

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNSYLVANIA

NO. 55 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON December 3, 1984 AT 11:08 A.M., a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the  
defendant Mark A. Welliver, & Wendy L. Welliver h/w (TRACT # 1  
at R.D. # 2, Rupert Road, Catawissa, Pa. Montour Twp., Col. Co. by  
Delbert Doty.

So Answers:

Delbert Doty  
Delbert Doty

Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me  
this 3 rd day of December 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

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY  
DELBERT A. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

FFF S & L ASSN. of Wilkes Barre

vs

Mark A. Welliver & Wendy L.  
Welliver h/w

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNSYLVANIA

NO. 55 of 1984 E.D.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON December 3, 1984 AT 11:08 A.M., a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the  
defendant Mark A. Welliver & Wendy L. Welliver h/w (TRACT 2) at R.D. # 2  
Rupert Road, Catawissa, Pa. Montour Twp., Col. Co. by Delbert Doty.

So Answers:

Delbert Doty  
Delbert Doty  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me  
this 3rd day of December 1984

Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

Copies to:

Henrie Printing. 11/15

P-E, Legal Ads, Wed., Dec. 19, 26 & Jan 2. Affidavit requested. 11-17

Charles Kashner, Tax Collector, Montour Twp. 11-17

SHERIFF'S SALE ~~XXXXXXXXXX~~

By virtue of a Writ of Execution No. 55 of 1984, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, <sup>Thursday, January 10, 1985</sup> at 10:00o'clock a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

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

TRACT NO. ONE

BEGINNING at an iron pin corner in the Westerly line of the State Highway leading from Bloomsburg to Catawissa and in line of land of L.H. Boody; THENCE running along the line of land of said Boody, South 75 degrees West, a distance of 110 feet to an iron pin corner in line of land of said Boody; THENCE continuing along the same, South 16 degrees 15 minutes East, a distance of 73 feet to an iron pin corner in line of land of the Grantors herein; THENCE along the line of land of said Grantors, North 75 degrees 15 minutes East, a distance of 88 feet to an iron pin corner; THENCE continuing along the line of land of said Grantors, South 16 degrees 15 minutes East, a distance of 57 feet to an iron pin corner in line of lands of the Montour Township Fire Company; THENCE along the line of lands of the Montour Township Fire Company, North 75 degrees 15 minutes East, a distance of 22 feet to an iron pin corner in the Westerly line of the aforesaid State Highway; THENCE along the westerly line of said Highway, North 16 degrees 15 minutes West, a distance of 130.5 feet to an iron pin corner in line of land of L.H. Boody, the place of beginning.

TRACT NO. TWO

BEGINNING at an iron pin corner upon the East side or line of the public State Highway leading from Bloomsburg to Catawissa; THENCE by the land of L.H. Boody, North 74 degrees 30 minutes East, 36 feet to the line of land of the Reading Railroad Company corner; THENCE by the said Railroad line, South 15 degrees 15 minutes East, 130 feet 6 inches to an iron pin corner and other land of L.H. Boody; THENCE by the same, South 74 degrees 30 minutes West, 35 feet to a corner and line of the State Highway; THENCE by the said line, North 15 degrees 15 minutes West, 130 feet 6 inches to a corner, the place of beginning.

EXHIBIT "A"

CONTAINING 4,633 square feet.

SUBJECT to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

EXCEPTING AND RESERVING, NEVERTHELESS, unto Robert Busch and Marquenn Busch, their heirs and assigns, a right-of-way 16 feet in width at its present location in the Northerly part of the premises above described with said right-of-way extending from the Westerly line of the State Highway leading from Bloomsburg to Danville and leading toward the dwelling on the premises of the said Robert Busch and Marquenn Busch and also a right-of-way 16 feet in width extending from the Westerly line of the State Highway at approximately the center point of the land above described and extending Westwardly to the Northeasterly corner of premises of the said Robert Busch and Marquenn Busch, both rights-of-way to be used by the Grantors, their heirs and assigns, with this exception and reservation to apply to Tract No. One (1) herein.

BEING the same premises conveyed to Mark A. Welliver and Wendy L. Welliver, his wife, by deed of Donald R. Bashore and Blossom E. Bashore, his wife, dated the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 258 Page 1178.

PREMISES improved with a one story detached dwelling with garage and apartment more commonly known as R.D.#2, 185 Rupert Drive, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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

SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, Pennsylvania, against MARK A. WELLIVER and WENDY L. WELLIVER, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"