

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 17th day of JANUARY 1985, 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 ASSOC. now known as ATLANTIC FINANCIAL FEDERAL for the price or sum of SIX HUNDRED SEVENTY FIVE and 23/100 (\$675.23) plus THIRTEEN and 50/100 (\$13.50) 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	\$104.80
	Poundage	13.50
		\$118.30
Press-Enterprise, Inc.		169.58
Henrie Printing		41.50
Prothonotary of Columbia County		15.00
Recorder of Deeds of Columbia County		18.50
Connie Gingher, Tax Collector Berwick Borough (1984 School Taxes)		208.85
Surcharge Fee (State Treasurer)		8.00
Borough of Berwick (Sewerage Rent Due)		109.00

SUSQUEHANNA SAVINGS ASSOC. now known as  
ATLANTIC FINANCIAL FEDERAL

v5  
SHERLDON C. FEDDER and PAULA J.  
FEDDER, his wife

NO. 1008 - 1984 J.D.  
NO. 56 - 1984 E.D.

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

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

SUSQUEHANNA SAVINGS  
ASSOC. now known as  
ATLANTIC FINANCIAL FEDERAL

Plaintiff

vs.

SHELDON C. FEDDER AND  
PAULA J. FEDDER, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION--LAW

Action of Mortgage Foreclosure

No. 1066 of 1984

NOTICE OF SHERIFF'S SALE OF  
REAL ESTATE

TO: Sheldon C. Fedder and Paula J. Fedder, his wife, Defendants  
herein and title owners of the real estate hereinafter described:

NOTICE is hereby given that by virtue of the above captioned writ of execution issued under the above captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in Court House, Columbia County, Bloomsburg, in the Sheriff's Office on Thursday, January 17, 1985, ~~1984~~ at 10:00 o'clock A.M. in the forenoon of the said day, all your right, title and interest in and to ALL that certain lot, piece or parcel of land, together with a two story frame dwelling and outbuildings thereon situated, lying and being on the easterly (erroneously referred to as "Westerly" in prior deeds) side of Mulberry Street in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:


BEGINNING at a point on the easterly side of Mulberry Street, at the

northwesterly corner of Lot No. 43; THENCE in a northerly direction along Mulberry Street, a distance of forty (40) feet, eight (8) inches to the southwesterly corner of Lot No. 45; THENCE in an easterly direction along the southerly line of said Lot and parallel with Third Street, a distance of one hundred twenty three and one half (123 1/2) feet to an alley; THENCE in a southerly direction along said alley, a distance of forty (40) feet, eight (8) inches to the northeasterly corner of Lot No. 43 aforesaid; THENCE in a westerly direction along the northerly line of said lot, a distance of one hundred twenty three and one half (123 1/2) feet to Mulberry Street, the place of beginning. This description is intended to cover Lot No. 44.

Being the same premises conveyed by Anna Bursa, widow to Sheldon C. Fedder and Paula J. Fedder, his wife, by deed dated February 26, 1976 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 276, page 46.

Improved with a single family dwelling situate at 346 Mulberry St., Berwick, Columbia Co. Pennsylvania.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on January 18, 1985 ~~1984~~ file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

  
JOSEPH SERLING, ESQ.  
Atty for Plaintiff

SUSQUEHANNA SAVINGS  
ASSOC. now known as  
ATLANTIC FINANCIAL  
FEDERAL

Plaintiff

vs.


SHELDON C. FEDDER AND  
PAULA J. FEDDER, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS  
:  
: OF COLUMBIA COUNTY  
:  
: CIVIL ACTION-LAW  
:  
: Action of Mortgage Foreclosure  
:  
:  
:  
: No. 1008 of 1984

AFFIDAVT OF WHEREABOUTS OF  
DEFENDANTS

ROBERT RUCH being duly sworn according to law deposes and says that he is the Manager of the Delinquent Loan Department of 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, Sheldon C. Fedder and Paula J. Fedder, his wife, is: Paula J. Fedder-810 Tomlinson Rd., Philadelphia, Pa. 19916; Sheldon C. Fedder-P. O. Box 151 Beach Haven, Pa. 18601.

  
ROBERT RUCH

Sworn to and subscribed  
before me this 11<sup>th</sup> day  
of October, 1984.

  
Notary Public

My Commission Expires:

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANT

\*\*\*\*\*

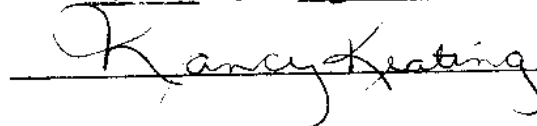
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LUZERNE :

ROBERT RUCH being duly sworn according  
to law, does depose and say that he did, upon request of  
Susquehanna Savings Assoc. now known as Atlantic Financial Federal  
investigate the status of Sheldon C. Fedder and Paula J. Fedder, his wife  
with regard to the Soldiers' and Sailors' Civil Relief Act of  
1940; and that he made such investigation personally \_\_\_\_\_  
\_\_\_\_\_ and your affiant avers that \_\_\_\_\_  
\_\_\_\_\_ they ~~are~~ are not now, nor ~~were~~ 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 aforesaid Soldiers' and  
Sailors' Civil Relief Act of 1940.

  
ROBERT RUCH

Sworn to and subscribed before me

this 11th day of October, 1984



My Commission Expires:

Susquehanna Savings Assoc.

known now as Atlantic Financial Federal

PLAINTIFF

No. 1008 Term 19 84

V.S.

SHELDON C. FEDDER AND

PAULA J. FEDDER, his wife

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  
346 Mulberry St., Berwick, Columbia Co. 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. ~~Release of liability for towing and storage charges.~~

[Signature]  
Attorney for Plaintiff

TERM  
SESS.

19

January 7

19 82

22

**vs.**

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS
VERSUS

SHELDON C. FEDDER and PAULA J. FEDDER

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Assoc. n/k/a
Atalntic Financial Federal
versus
Sheldon C. & Paula J. Fedder

No. 1008 of Term, 1984
Real Debt \$23,788.20
Interest from
Commission
Costs
Judgment entered
Date of Lien November 14, 1984
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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



State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank XXXXXXXXXX~~ 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

Sheldon C. Fedder and Paula J. Fedder

and find as follows:

See photostatic copies attached.

Fee ... \$5.00....

In testimony whereof I have set my hand and seal of office this 14th day of January A.D., 1985.

*Beverly J. Michael* RECORDER

# MORTGAGE

THIS MORTGAGE is made this 22<sup>nd</sup> day of April, 1976, between the Mortgagor, SHELDON C. FEDDER and PAULA J. FEDDER, his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-One Thousand (\$21,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 2001;

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

ALL that certain lot, piece or parcel of land, together with the two-story frame dwelling and outbuildings thereon situated, lying and being on the easterly (erroneously referred to as "Westerly" in prior deeds) side of Mulberry Street in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Mulberry Street, at the north-westerly corner of Lot No. 43; THENCE in a northerly direction along Mulberry Street, a distance of forty (40) feet, eight (8) inches to the southwesterly corner of Lot No. 45; THENCE in an easterly direction along the southerly line of said lot and parallel with Third Street, a distance of one hundred twenty-three and one-half (123 1/2) feet to an alley; THENCE in a southerly direction along said alley, a distance of forty (40) feet, eight (8) inches to the northeasterly corner of Lot No. 43 aforesaid; THENCE in a westerly direction along the northerly line of said lot, a distance of one hundred twenty-three and one-half (123 1/2) feet to Mulberry Street, the place of beginning. This description intended to cover Lot No. 44.

BEING the same premises conveyed by Anna Bursa, Widow, to Sheldon C. Fedder and Paula J. Fedder, his wife, the Mortgagors herein, by deed dated 1976 and about to be recorded in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

This is a purchase money mortgage.

IMPROVED with a single family dwelling

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

which has the address of 346 Mulberry Street, Berwick, Columbia County,  
(Street) (City)  
Pennsylvania (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

.....*Robert C. Buel*.....

.....*Sheldon C. Fedder*.....  
Sheldon C. Fedder —Borrower

.....*Paula J. Fedder*.....

.....*Paula J. Fedder*.....  
Paula J. Fedder —Borrower

COMMONWEALTH OF PENNSYLVANIA

County ss:

On this, the 22<sup>nd</sup> day of April, 19 76, before me, .....  
the undersigned officer, personally appeared SHELDON C. FEDDER and  
PAULA J. FEDDER, his wife, known to me (or satisfactorily  
proven) to be the person<sup>s</sup> whose name<sup>s</sup> 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:

Sept 21, 1977

.....*Robert C. Buel*.....  
.....*Robert C. Buel*.....  
Title of Officer

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

.....*Joseph Serling*.....  
Columbia 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. 178 Page 434, etc.

REC-  
ORD  
COLUMBIA CO., PA.

INDEXED  
FEE 7.50

APR 22 2 58 PM '76

Witness my hand and Seal of Office this 22nd day of April, 19 76.  
2:58 p.m.

.....*Marvin T. Bauer*.....

No. <u>210</u>	<b>Mortgage</b>	SHELDON C. FEDDER and PAULA J. FEDDER, his wife,	TO Susquehanna Savings Association	DATE: April 1976 PREMISES: 346 Mulberry Street, Berwick, Pennsylvania REAL DEBT: \$21,000.00 MONTHLY PAYMENT: 176.24	Record and Return to <b>Joseph Serling</b> Attorney for Association 960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania <i>Robert Buel</i>
----------------	-----------------	--	--	--	---

## MORTGAGE

THIS MORTGAGE, entered into this 13th day of October, 1977, between Sheldon and Paula Fedder,  
herein called "Mortgagors," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of  
business at 44 W. Broad St. Hazleton, Pennsylvania, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note  
\$ 6768.00, (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee  
to Mortgagor thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any or all  
of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this  
Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the  
(City ) of Berwick, County of Columbia, Commonwealth of Pennsylvania, described as follows:  
(Borough ) of  
(Township)

*Insert description of mortgaged premises from Mortgagor's deed*

Premises described in Deed Book 276 Page 46 recorded in Columbia  
County.

BEING premises known and designated as 346 Mulberry St. Berwick, Pennsylvania,  
Street Address City Town Post Office

conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book  
No. 276, Page 46, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights,  
liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises,  
TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee,  
its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said promissory Note.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said promissory Note, costs of suit, and costs of sale.
6. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisalment, 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.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

Sheldon C. Fedder (SEAL)

Paula J. Fedder (SEAL)

(SEAL)

BOOK 186 PAGE 770 (SEAL)

COMMONWEALTH OF PENNSYLVANIA:

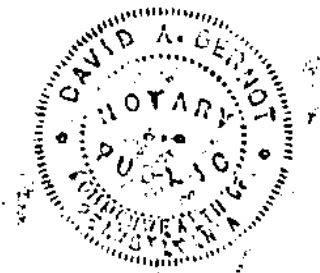
COUNTY OF COLUMBIA

ss. SHELDON AND PAULA FEDDER

On this 13th day of OCTOBER, 19 77, before me, a Notary Public, came the above named Sheldon and Paula Fedder

Mortgagor(s) above named, and acknowledged the within indenture of Mortgage to be act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.



David A. Bernick  
My commission expires 4-14 19 80

CERTIFICATE OF RESIDENCE

I, MARIE T. MARUSAK of Beneficial Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 44 W. Broad Street, Hazleton, Pennsylvania.

Witness my hand, this 13th day of October, 19 77

Marie T. Marusak  
Agent of Mortgagee

REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX - \$50.00 FEE - \$6.50  
OCT 20 10 11 AM '77

Bor 4-PA-15 Ed. 1/76

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

SHELDON AND PAULA  
FEDDER

Name of Mortgagor(s)

to -  
BENEFICIAL CONSUMER  
DISCOUNT COMPANY,  
Mortgagee

44 W. Broad Street

Hazleton, Pa. 18201  
Address

Mortgaged Premises:

346 Mulberry Street

Street Address

Berwick

City, Borough or Township

Berwick, Pa. 18603  
Post Office

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF Columbia 10:11 a.m. ss.

RECORDED on this 20th day  
of Oct., 19 77  
in the Office for Recording of Deeds of said County,  
in Mortgage Book No. 186 Page 770

RECORDER

Marvin G. Bower

BOOK 186 PAGE 771

BERWICK BOROUGH

OLUMBLA COUNTY

DATE 03/01/84 BILL NO. 01410

CONNIE G. GINSHER  
144 MULBERRY ST.  
BERWICK, PA. 18605

DESCRIPTION	ASSESSMENT	% MILLS	LAND	TAX	VALUATION	DATE	INCL. PENALTY
COUNTY - R.E.	2210	18.00	38.98	39.78	43.76		
TWP/BORO - R.E.		27.00	58.46	59.67	62.65		

NOTED: 3-00-10 12:00 PM  
TUE, 3-06-84 9:10 5  
FRI 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

THE DISCOUNT PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE	97.46	99.45	106.61
PAID BY	PAID BY	PAID BY	PAID BY
DATE	DATE	DATE	DATE
OR BEFORE	OR BEFORE	OR BEFORE	OR BEFORE

PAID BY: [Signature]

FEDER, SHELDON C & PAULA  
346 MULBERRY STREET  
BERWICK, PA. 18605

PENALTY AT PROPERTY DESCRIPTION	COUNTY 18% TWP/BORO 5%
ACCT NO. 14946	
PARCEL 04-2-4-118	
346 MULBERRY ST	
L-40-07X123.5	
BUILDINGS	
570	
1,840	

THE TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 2,210

4/27/84

TAX NOTICE

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:  
CONNIE G. GINSHER  
120 R EAST 3RD ST  
BERWICK, PA. 18605

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

FOR DESCRIPTION	ASSESSMENT	% MILLS	LAND	TAX	VALUATION	DATE	INCL. PENALTY
SCHOOL R.E.	2210	90.00	194.92	198.90	208.85		

PAID BY: [Signature]

FEDER, SHELDON C & PAULA  
346 MULBERRY STREET  
BERWICK, PA. 18605

PENALTY AT PROPERTY DESCRIPTION	COUNTY 18% TWP/BORO 5%
ACCT NO. 14946	
PARCEL 04-2-4-118	
346 MULBERRY ST	
L-40-07X123.5	
BUILDINGS	
570	
1,840	

THE TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 2,210

AL - Co & Bor taxes were paid by Surgetman Savings.  
in April of 1984  
Thank you  
Connie Ginsler



# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000963

344 MARKET ST. BERWICK, PA. 18603

DATE November 28, 1984

SHERIFF'S OFFICE  
Court House  
Bloomsburg, Pa. 17815  
Attention: Al Zale

## STATEMENT

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

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

**SHERIFF'S SALE** — January 17, 1985 property located at 346 Mulberry St., Berwick, Pa. and owned by Sheldon Fedder. The sewer rental bill is as follows:

JUL, AUG, SEP	1984	\$ 90.00
OCT, NOV, DEC	1984	15.00
JAN	1985	+ 4.00
		<u>\$109.00</u>

# 24,118

Please make check payable to ~~Borough of Berwick~~ along with the new owners name and address and the date of the transfer.

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

DATE PAID

PAID BY CHECK NO.

OVER

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

7477

*JAN. 29, 19 85*

60-593  
313

PAY  
TO THE  
ORDER OF

*Borough of Berwick*

\$ *109.00*

*One Hundred - Nine and 00/100*

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *Ex. No. 56-1984 (Fedder)*  
*Sewerage Rent Due*

*Victor B. Vandling*

0031305936

57281000

05

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 17th 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 SUSQUEHANNA SAVINGS ASSOC. now known as ATLANTIC FINANCIAL FEDERAL

for the price or sum of SIX HUNDRED SEVENTY FIVE and 23/100 (\$675.23) plus THIRTEEN and 50/100 (\$13.50) 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	\$104.80	
	Poundage	<u>13.50</u>	
			\$118.30
Press-Enterprise, Inc.			169.58
Henrie Printing			41.50
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie Gingher, Tax Collector Berwick Borough (1984 School Taxes)			208.85
Surcharge Fee (State Treasurer)			8.00
Borough of Berwick (Sewerage Rent Due)			109.00

SUSQUEHANNA SAVINGS ASSOC. now known as ATLANTIC FINANCIAL FEDERAL

vs  
SHERLDON C. FEDDER and PAULA J. FEDDER, his wife

NO. 1008 - 1984 J.D.  
NO. 56 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. )  
18 JANUARY 1985 )

So answers

Victor B Vandling  
VICTOR B. VANDLING

Sheriff

AFFIDAVIT AND DEMNIFICATION

I, ROBERT RUCH, of Swoyersville, Luz. Co. Pa.  
(Name)

being duly sworn according to law do hereby depose and say that I am Manager  
N.E. Region Delinquent Loan Atlantic Financial Federal in connection  
(Title) (Mortgagee)

with mortgage foreclosure filed in the Sheriff's Office of Columbia County against  
Sheldon C. and Paula J. Fedder which is scheduled for Sheriff  
(Mortgagor)  
Sale on January 17th, 1985 and that I am authorized to  
(Date)  
make this affidavit on behalf of Atlantic Financial Federal  
(Mortgagee)

I further depose and say that the said Sheldon C. Fedder et ux.  
(Mortgagor)

does not come within any of the provisions of the Act of General Assembly of Penn-  
sylvania, being House Bill No. 500 Session of 1983 which would preclude the Sheriff of  
Columbia County from proceeding with this Sheriff's Sale scheduled for  
Jan 17, 1985  
(Date) and I hereby direct the Sheriff to proceed with said sale

I further depose and say that Atlantic Financial Federal  
(Mortgagee)  
agrees to indemnify and save harmless the Sheriff of Columbia County against any and  
all actions, claims and demands and losses, damages, costs and expenses whatsoever  
that may result from proceeding with Sheriff Sale by Atlantic Financial Federal  
against Sheldon C. and Paula J. Fedder (Mortgagee)  
(Mortgagor) in reliance by the  
Sheriff of Columbia County on this affidavit.

Sworn to and subscribed to before me  
this 18th day of Dec., 1984.

Robert Ruch  
Mortgagee

Francis Keating

*(Faint text, likely a signature or stamp)*

JOSEPH SERLING  
ATTORNEY AT LAW  
960 UNITED PENN BANK BUILDING  
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717  
TELEPHONE 823-2181

January 21, 1985

Sheriff of Columbia County  
Columbia County Court House,  
Bloomsburg, Pa. 17815

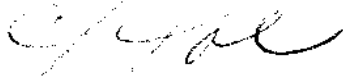
RE: Sheldon Fedder Sheriff's Sale

Dear Mr. Zale:

Enclosed herewith you will please find a check in the sum of \$188.83 which represents the balance due on the above.

Should you have any questions, please contact my office.

Very truly yours,



JOSEPH SERLING, ESQ.

JS/cf  
Enclosure



FEDDER  
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, RIT ACT OF DEC. 27, 1961, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Sheriff of Columbia County--Columbia County Court House, Bloomsburg, Pa. 17815  
GRANTOR(S) ADDRESS ZIP CODE  
Atlantic Financial Federal--31 W. Market St., Wilkes-Barre, Luz.Co. Penna.  
GRANTEE(S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:  
346 Mulberry St., Berwick Borough, Columbia County, Pennsylvania  
RUE, STREET & NUMBER OR OTHER IDENTIFICATION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ \_\_\_\_\_ HIGHEST ASSESSED VALUE \$ \_\_\_\_\_  
FAIR MARKET VALUE \$ \_\_\_\_\_ REALTY TRANSFER TAX PAID \$ \_\_\_\_\_  
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON(S) AND CITE PORTION OF LAW. this is a transfer from Sheriff to 1st. Mortgagee in action of Mortgage Foreclosure Proceedings.

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 NAME ADDRESS TITLE  
SUCCESSFUL BIDDER NAME ADDRESS TITLE

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

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 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.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_ 19 \_\_\_\_\_

☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☐ AGENT FOR GRANTOR  
☐ STRAW



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	Telephone Number:
Victor B. Vandling, Sheriff of Columbia County	Area Code ( 717 ) 784-1991
Street Address	City State Zip Code
Courthouse Building	Bloomsburg PA 17815

### B TRANSFER DATA

Grantor(s)	Grantee(s)
Sheldon C. Fedder and Paula J. Fedder, h/w	Susquehanna Savings Assoc., now known as
Street Address	Street Address
	Atlantic Financial Federal
City State Zip Code	City State Zip Code
	Wilkes-Barre PA

### C PROPERTY LOCATION

Street Address			
346 Mulberry Street	Berwick	Columbia	04.2-4-118
City	Township	Borough	County Tax Parcel Number

### D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$675.23	+ 23,470.35	= 24,145.58
4. County Assessed Value	5. Fair Market Value	6. State Realty Transfer Tax Paid
\$2210.00	\$6650.00	None

### E EXEMPTION DATA

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

#### 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 (Susquehanna Savings Assoc. now known as ATLANTIC  
FINANCIAL FEDERAL, Wilkes-Barre, Pa.) via SHERIFF'S SALE held 1/17/85 for \$675.23  
(taxes & costs) plus \$13.50 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 1/29/85

(SEE REVERSE)

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul. R.. Eyerly. III ....., being duly sworn accordi  
and says that Press-Enterprise is a newspaper of general circulation with it  
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Co  
of Pennsylvania, and was established on the 1st day of March, 1902, and ha  
daily (except Sundays and Legal Holidays) continuously in said Town, Count  
the date of its establishment; that hereto attached is a copy of the  
advertisement in the above entitled proceeding which appeared in the issue  
on ..... December 26, 1984 & January 2 &  
exactly as printed and published; that the affiant is one of the owners and  
newspaper in which legal advertisement or notice was published; that neith  
Press-Enterprise are interested in the subject matter of said notice and ac  
that all of the allegations in the foregoing statement as to time, place,  
publication are true.

..... Paul R. Eyerly III .....

Sworn and subscribed to before me this 16th day of Jan.

..... Matthew J. Dremi .....

(Notary P

My Commission

MATTHEW J. DREMI, NOTARY  
BLOOMSBURG, COLUMBIA C  
MY COMMISSION EXPIRES JUL  
Member, Pennsylvania Association

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

SHERIFF'S SALE

By virtue of a writ of  
Execution No. 56 of 1984  
issued out of the Court  
of Common Pleas of Col-  
umbia County, to me  
directed, there will be  
exposed to public sale,  
by vendue or outcry to  
the highest and best bid-  
ders for cash, in the  
Sheriff's Office, Colum-  
bia County Court House,  
Bloomsburg, Pa., on:

Thurs., Jan. 17, 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:

ALL that certain lot, piece  
or parcel of land,  
together with the two  
story frame dwelling and  
outbuildings thereon situ-  
ated, lying and being  
on the easterly (erro-  
neously referred to as  
"Westerly" in prior  
deeds) side of Mulberry  
Street in the Borough of  
Berwick, County of Col-  
umbia and State of Penn-  
sylvania, bounded and  
described as follows, to-  
wit:

BEGINNING at a point on  
the easterly side of Mul-  
berry Street, at the  
northwesterly corner of  
Lot No. 43; THENCE in a  
northerly direction along  
Mulberry Street, a dis-  
tance of forty (40) feet,  
eight (8) inches to the  
southwesterly corner of  
Lot No. 45; THENCE in an  
easterly direction along  
the southerly line of said  
lot and parallel with  
Third Street, a distance  
of one hundred twenty  
three and one half  
(123 1/2) feet to an alley;  
THENCE in a southerly  
direction along said  
alley, a distance of forty  
(40) feet, eight (8) inches  
to the northeasterly  
corner of Lot No. 43  
aforesaid; THENCE in a  
westerly direction along  
the northerly line of said  
lot, a distance of one  
hundred twenty three  
and one half (123 1/2) feet  
to Mulberry Street, the  
place of beginning.

and the description intended  
to be made in accordance  
with the Schedule unless  
exceptions are filed ther-  
eto within ten (10) days  
thereafter.

Seized and taken into  
execution at the suit of  
Susquehanna Savings  
Association now known  
as Atlantic Financial Fed-  
eral vs. Sheldon C.  
Fedder and Paul J.  
Fedder, his wife.

Said premises will be sold  
by:

Victor Vandling,  
Sheriff of  
Columbia County  
Joseph Serling, Atty.

Sheriff Victor Vandling

Sheldon and Paula Fedder Sale

\$ 169.58

SHERIFF'S SALE

By virtue of a writ of Execution No. 56 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, Columbia County Court House, Bloomsburg, Pa., on: Thurs., Jan. 17, 1985 at 10:00 o'clock a.m.

in the forenoon of the said day, all the rights

Deeds in and for Columbia County in Deed Book 276, Page 46.

IMPROVED with a single family dwelling situated at 346 Mulberry St., Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on January 18, 1985, 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 known as Atlantic Financial Federal vs. Sheldon C. Fedder and Paul J. Fedder, his wife.

Said premises will be sold by:

Victor Vandling,  
Sheriff of  
Columbia County

Joseph Serling, Atty.

and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia of 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 from the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue of on December 26, 1984 & January 2, 1985 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place, and publication are true.

Sworn and subscribed to before me this 10th day of Jan 1985

Paul R. Serling  
Matthew J. Creml  
(Notary Public)

My Commission Expires

MATTHEW J. CREML NOTARY PUBLIC  
BLOOMSBURG COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5 1985

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

7429

PAY TO THE ORDER OF

Press-Enterprise, Inc.

One Hundred Sixty-Nine and 58/100

\$ 169.58

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR A. H. F. W. Fed. vs Fedder  
No. 56 - 1984 E.D.  
Legal Ads

010313059361

5720810000

05

Victor B. Vandling





OFFICE OF  
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Susquehanna Savings Association  
now known as Atlantic Financial  
Federal

vs

Sheldon C. Fedder and Paula J  
Fedder

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 56 of 1984 ED.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

December 5, 1984      2:00 PM.      POSTED A COPY OF THE  
SHERIFF'S SALE BILL ON THE PROPERTY OF Sheldon C. Fedder and Paula J Fedder  
346 Mulberry St., Berwick, Penna.  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY  
DEPUTY SHERIFF John J O'Brien

SO ANSWERS:

*John J O'Brien*  
John J O'Brien  
DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

5th DAY OF December 1984

TAMI B. KLINE, PROTHONOTARY  
COLUMBIA COUNTY, PENNSYLVANIA

VICTOR B. VANDLING  
SHERIFF, COL. CO

SHERIFF'S SALE

By virtue of a writ of execution no. 56 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, Columbia County Court House, Bloomsburg, Pa., on

Thursday , January 17, 1985 , ~~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 lot, piece or parcel of land, together with the two-story frame dwelling and outbuildings thereon situated, lying and being on the easterly (erroneously referred to as "Westerly" in prior deeds) side of Mulberry Street in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Mulberry Street, at the northwesterly corner of Lot No. 43; THENCE in a northerly direction along Mulberry Street, a distance of forty (40) feet, eight (8) inches to the southwesterly corner of Lot No. 45; THENCE in an easterly direction along the southerly line of said lot and parallel with Third Street, a distance of one hundred twenty three and one half (123 1/2) feet to an alley; THENCE in a southerly direction along said alley, a distance of forty (40) feet, eight (8) inches to the northeasterly corner of Lot No. 43 aforesaid; THENCE in a westerly direction along the northerly line of said lot, a distance of one hundred twenty three and one half (123 1/2) feet to Mulberry Street, the place of beginning.

This description intended to cover Lot No. 44.

Being the same premises conveyed by Anna Bursa, widow, to Sheldon C. Fedder and Paula J. Fedder, his wife, by deed dated February 26, 1976 and recorded in the Office of the Recorder of Deeds in and for Columbia Co. in D.B. 276, page 46.

IMPROVED with a single family dwelling situate at 346 Mulberry St., Berwick, Columbia Co. Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on January 18, 1985, ~~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 Assoc. now known as Atlantic Financial Federal vs. Sheldon C. Fedder and Paula J. Fedder, his wife.

Said premises will be sold by:

Victor Vandling, Sheriff of Columbia County

Joseph Serling, Attorney

Copies to:

Henrie Printing. //-27

P-E, Legal Ads, Wed., Dec 26, Jan 2 & 9, 1985. Affidavit requested !!! //-27-51

Connie Gingham, Tax Collector. //-27

Chris Klinger, Sewerage Clerk, Berwick Boro. //-27



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

Susquehanna Savings Assoc.,  
now known as  
Atlantic Financial Federal  
vs  
Sheldon C. Fedder and  
Paula J. Fedder, his wife

A. J. Zale

~~RAYMOND VACHNIEWSKI, JR.~~

CHIEF DEPUTY

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 56 - 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON SHELDON C. FEDDER

On November 19, 1984, sent 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 to Sheldon C. Fedder, P.O. Box 151, Beach Haven, Pa.  
by Certified Mail, Return Receipt Requested No.  
P 307 193 971. Said Sheldon C. Fedder received  
same on November 21, 1984 per signature of Barbara Bond  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 971  
is attached.

So Answers:

*A. J. Zale*

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B. Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 26th day of November 1984

~~Frederick X Peterson~~, Tami B. Kline,  
Prothonotary, Columbia County, Penna.



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

Susquehanna Savings Assoc.,  
now known as  
Atlantic Financial Federal  
vs  
Sheldon C. Fedder and  
Paula J. Fedder, his wife

A. J. Zale  
~~KAYMOND VICHIMORSKI, JR.~~  
CHIEF DEPUTY


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

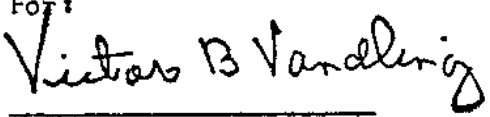
IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 56 - 1984 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON PAULA J. FEDDER

On November 19, 1984, sent 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 to Paula J. Fedder, 810 Tomlinson Rd., Philadelphia, Pa.  
by Certified Mail, Return Receipt Requested No.  
P 307 193 972. Said Paula J. Fedder received  
same on November 21, 1984 per signature of Mary Wetzel  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 972  
is attached.

So Answers:

  
A. J. Zale  
Chief Deputy Sheriff

For:  
  
Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 26th day of November 1984

~~Frederick J. Peterson~~, Tami B. Kline,  
Prothonotary, Columbia County, Penna.

ev 12/1/84

## SHERIFF'S SALE

## COST SHEET

Susq Sav Assoc v/for Atlantic vs Padden, Sheldon & Martin  
FINANCIAL FEDERAL

THURSDAY,

JAN 17, 1985

NO.

56-1984

## WRIT OF EXECUTION:

Judgement --- Principal \$ 21,185.71  
 Insurance \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_ 450.62  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day  
 Attorneys' Fee 2,118.87

Total ... \$ 23,788.20 \$ 23,788.20

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

Proth. (Writ) \$ 15.00  
 Pro. Pd. (Comp.) 35.50  
 Shff. V. 64.50  
 Judg. Fee 9.00  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 124.00 \$ 124.00

## SHERIFF'S COST OF SALE:

Docket & Levy \$ 14.00  
 Service of Notice 14.00  
 Postage 6.00  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 21.00  
 Advertising, Sale Bills 9.00  
 Newspapers 9.00  
 Mileage 5.80  
 Crying/Adjourn of Sale 7.00  
 Sheriff's Deed 10.00  
 Solicitor's fee \_\_\_\_\_  
 Distribution of Proceeds 9.00

Total... \$ 104.80 \$ 104.80

Press-Enterprise \$ 169.58  
 Henrie Printing 41.50

Total ... \$ 211.08 \$ 211.08

Prothonotary - List of Liens \$ 10.00  
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

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

Total ... \$ 18.50 \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1984 \$ \_\_\_\_\_  
 School Taxes, District Berwick, 1984 208.55

Delinquent Taxes, 19 , 19 , 19 , TOTAL AMOUNT

Total ... \$ 208.55 \$ 208.55

SURCHARGE FEE (State Treasurer)

\$ 8.00

## SEWERAGE RENT DUE:

Municipality Berwick for 1984-85 \$ 109.00

\$ 109.00

TOTAL TAXES &amp; COSTS ----- \$ 675.23

BUYER: Phonfort

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ 18.00

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

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