

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 1985, at 10:15 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE with principal office at Wilkes-Barre, Luz. Co., PA. for the price or sum of One Thousand Sixty Four and 62/100 (\$1,064.62) plus Twenty One and 29/100 (\$21.29) 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	\$123.20	
	Poundage	21.29	
			\$144.49
Press-Enterprise, Inc.			256.31
Henrie Printing			52.50
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			19.00
Margaret Teitsworth, Tax Collector North Centre Twp.	(Parcel 11-05-18-2)		
	(1984 Col. Co. Taxes)	99.15	
	(1984 School Taxes)	489.46	
Surcharge Fee		10.00	

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE

vs.

R. RANDY KEMP and CONNIE L. KEMP,  
his wife

NO. 1049 - 1984 J.D.  
NO. 58 - 1984 E.D.

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

So answers

Victor B Vandling Sheriff  
VICTOR B. VANDLING

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. 1049 Term 1984J.D.

NO. 58 Term 1984E.D.

R. RANDY KEMP and CONNIE L.  
KEMP, 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 \$8.21 from October 31, 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	\$33,018.05
Attorney's Commission	\$ 3,301.81
Interest to 10/31/84	<u>\$ 2,683.40</u>

TOTAL \$39,003.26 Plus costs \*\*

as endorsed.

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

Dated

Nov 14, 1984

(SEAL)

BY:

Betty Stout  
Clerk

### SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 58 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 10:15 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THOSE CERTAIN pieces or parcels of land situate in the Township of North Centre, County of Columbia, State of Pennsylvania, bounded and described, as follows:

#### TRACT NO. 1:

ALL That Certain piece or parcel of land situate on the East side of Township Route No. T-726, said point being designated by an iron pin corner on the line of land now or late of Kissinger; Thence along the East side of said road, South 21 degrees 00 minutes West, a distance of 220.0 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 84 degrees 20 minutes East, a distance of 220.0 feet to an iron pin corner in line of land of Eshleman; Thence along line of land of Eshleman, North 10 degrees 50 minutes East, a distance of 81.3 feet to an iron pin corner; Thence continuing along line of Eshleman, North 30 degrees 08 minutes East, a distance of 165.0 feet to a 12 inch oak tree; Thence along line of Smith and Kissinger, South 81 degrees 00 minutes West, a distance of 236.7 feet to an iron pin corner, the place of beginning. CONTAINING 1.0 acres.

#### TRACT NO. 2

Beginning at an iron pin corner on the East side of Township Route No. 726 leading to Pennsylvania Route No. 93 and also to Legislative Route No. 19041; said point also being the Southwest corner of other land of the Grantees; Thence along other land of the Grantees, North 84 degrees 20 minutes 00 seconds East, a distance of 220 feet to an iron pin in line of land now or late of Robert Eshleman; Thence along line of Eshleman, South 10 degrees 50 minutes 00 seconds West, a distance of 234 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 74 degrees 12 minutes 39 seconds West a distance of 264.26 feet to an iron pin corner on the East side of Township Route No. 726; Thence along the East side of Township Route No. 726, the following three (3)

EXHIBIT "A"

courses and distances: North 45 degrees 02 minutes 56 seconds East a distance of 31.26 feet; North 33 degrees 59 minutes 39 seconds East, a distance of 71.25 feet; North 17 degrees 31 minutes 45 seconds East, a distance of 57.73 feet to the place of beginning. CONTAINING 1.001 acres in accordance with a survey prepared by Orangeville Surveying Consultants, dated November 13, 1974;

BEING the same premises conveyed to R. Randy Kemp and Connie L. Kemp, his wife, by Deed of Duane V. Deeter & Marsha A. Detter, his wife, dated October 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 289, Page 710.

IMPROVED with a single family frame ranch dwelling more commonly known as R.D. #2, Berwick, 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, against R. RANDY KEMP and CONNIE L. KEMP, 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
	:	
R. RANDY KEMP and CONNIE L.	:	IN MORTGAGE FORECLOSURE
KEMP, his wife,	:	
DEFENDANTS	:	NO. 1049 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 17815  
(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
	:	
R. RANDY KEMP and CONNIE L.	:	IN MORTGAGE FORECLOSURE
KEMP, his wife,	:	
DEFENDANTS	:	NO. 1049 OF 1984

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: R. RANDY KEMP and CONNIE L. KEMP, 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 Thursday, January 10, 1985  
at 10:15 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, Berwick, 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 avail-  
able 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  
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
	:	
R. RANDY KEMP and CONNIE L.	:	IN MORTGAGE FORECLOSURE
KEMP, his wife,	:	
DEFENDANTS	:	NO. 1049 OF 1984

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

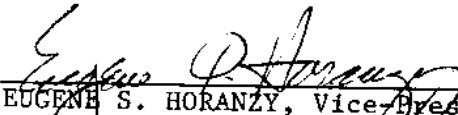
\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

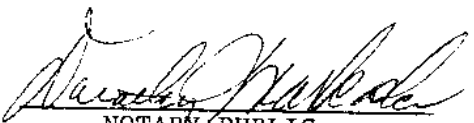
EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of R. RANDY KEMP and CONNIE L. KEMP, His wife, the above-captioned Defendants, with regard to the Soldiers' 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 Defendant R. RANDY KEMP is R.D. #2, Berwick, Columbia County, Pennsylvania; that the last known address of said Defendant CONNIE L. KEMP is 213 East 8th Street, Berwick, 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 19<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. 58 - 1984 E.D.

~~Tax 19xx~~

V.S.

R. RANDY KEMP and CONNIE L. KEMP,

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, North Centre Twp., Col. Co., Berwick, Pa.

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

Make

Model

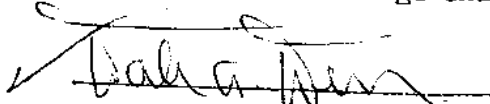
Motor Number

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



# LIST OF LIENS

## VERSUS

R. RANDY KEMP and CONNIE L. KEMP

Court of Common Pleas of Columbia County, Pennsylvania.

FRANKLIN FIRST FEDERAL SAVINGS and  
LOAN ASSOCIATION OF WILKES-BARRE

versus

R. RANDY KEMP and CONNIE L. KEMP

No. 1049 of Term, 19<sup>84</sup>  
Real Debt || \$39,003.26  
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 D. Bishler~~, 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

R. Randy Kemp and Connie L. Kemp

and find as follows:

See photostatic copy attached.

Fee \$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 7<sup>th</sup> day of January  
A.D., 19 85

*Beverly J. Michael*..RECORDER

## MORTGAGE

THIS MORTGAGE is made this 27th day of October 1978, between the Mortgagor R. RANDY KEMP & CONNIE L. KEMP, his wife, of RD #2 Berwick, Columbia County, 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 THIRTY FIVE THOUSAND TWO HUNDRED DOLLARS----- (\$35,200.00) --- 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 October 10, 2003.....

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

ALL: THOSE CERTAIN pieces or parcels of land situate in the Township of North Centre, County of Columbia, State of Pennsylvania, bounded and described, as follows:

TRACT NO. 1: All That Certain piece or parcel of land situate on the East side of Township Route No. T-726, said point being designated by an iron pin corner on the line of land now or late of Kissinger; Thence along the East side of said road, South 21 degrees 00 minutes West, a distance of 220.0 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 84 degrees 20 minutes East, a distance of 220.0 feet to an iron pin corner in line of land of Eshleman; Thence along line of land of Eshleman, North 10 degrees 50 minutes East, a distance of 81.3 feet to an iron pin corner; Thence continuing along line of Eshleman, North 30 degrees 08 minutes East, a distance of 165.0 feet to a 12 inch oak tree; Thence along line of Smith and Kissinger, South 81 degrees 00 minutes West, a distance of 236.7 feet to an iron pin corner, the place of beginning. CONTAINING 1.0 acres.

TRACT NO. 2: Beginning at an iron pin corner on the East side of Township Route No. 726 leading to Pennsylvania Route No. 93 and also to Legislative Route No. 19041; said point also being the Southwest corner of other land of the Grantees; Thence along other land of the Grantees, North 84 degrees 20 minutes 00 seconds East, a distance of 220 feet to an iron pin in line of land now or late of Robert Eshleman; Thence along line of Eshleman, South 10 degrees 50 minutes 00 seconds West, a distance of 234 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 74 degrees 12 minutes 39 seconds West a distance of 264.26 feet to an iron pin corner on the East side of Township Route No. 726; Thence along the East side of Township Route No. 726, the following three (3) courses and distances: North 45 degrees 02 minutes 56 seconds East a distance of 31.26 feet; North 33 degrees 59 minutes 39 seconds East, a distance of 71.25 feet; North 17 degrees 31 minutes 45 seconds East, a distance of 57.73 feet to the place of beginning. CONTAINING 1.001 acres in accordance to a survey prepared by Orangeville Surveying Consultants, dated November 13, 1974;

BEING the same premises conveyed to the Mortgagors herein by Deed of Duane V. Deeter & Marsha A. Deeter, his wife, dated October 27, 1978, and about to be recorded simultaneously herewith. THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of RD #2 Berwick, North Centre Township, County of Columbia, State of 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 seized 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.

**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 1 unds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstatement.** 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:

..... *Randy Kemp* .....  
R. RANDY KEMP ..... — Borrower

..... *Connie L. Kemp* .....  
CONNIE L. KEMP ..... — Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ..... COLUMBIA ..... ss:

On this, the 27th day of OCTOBER, 19 78, before me,  
a Notary Public, personally appeared the within named .....

..... R. RANDY KEMP and CONNIE L. KEMP, his wife .....  
known to me (or satisfactorily proven) to be the person(s) whose name(s) (is) (are) .....  
..... subscribed to the within instrument and acknowledged that (t)he(y)  
..... 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

..... *Harold Rosenn* .....  
Berwick, Columbia County, Pennsylvania

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 Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia  
Commonwealth of Pennsylvania in Mortgage Book No. 192 page 571

Witness my hand and Seal of Office this 27th day of Oct., 1978  
3:36 p.m.

..... *Marvin T. Bower* .....  
Recorder of Deeds

81.44 96 8 17 130  
TAX FEE \$100  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
OCT 27 3 36 PM '78

Revised 10-1-78



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

Margaret Teitsworth  
R.D. 2  
Berwick, Pa.

RE: FFF S&L Assn. of W-B  
vs  
Kemp, R. Randy & Connie L.

Dear Ms. Teitsworth,

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 \$ 588.61. (Parcel No. 11-05-18-2)

Property purchased by Franklin First Federal Savings & Loan Association 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

**TAX NOTICE** NORTH CENTRE TWP

MAKE CHECKS PAYABLE TO:

MARGARET TEITSWORTH  
R.D. #2  
BERWICK, PA. 18603

HOURS THURS. 5:00 TO 8:00 PM  
OR BY APPOINTMENT

PHONE 683-5826

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

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**IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT**

**FOR COLUMBIA COUNTY**

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	DATE	INCL. PENALTY
COUNTY R.E.	4,320	18.00	76.20	77.76	03/01/84	85.54
TWP/BORO R.E.		3.00	12.70	12.96		13.61

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

**PAY THIS AMOUNT** →

88.90	90.72	99.15
APR 30 IF PAID ON OR BEFORE	JUN 30 IF PAID ON OR BEFORE	JULY 1 IF PAID AFTER

**PENALTY AT PROPERTY DESCRIPTION**

COUNTY 10% TWP/BORO 5%  
ACCT NO. 04978  
PARCEL 11-05-18-2

L-2 AC  
BUILDINGS  
200  
4,120

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 4,320

**TAX NOTICE**

NORTH CENTRE TWP

MAKE CHECKS PAYABLE TO:

MARGARET TEITSWORTH  
R.D. #2  
BERWICK, PA. 18603

HOURS THURS 5:00 TO 8:00 PM  
OR BY APPOINTMENT

PHONE 683-5826

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

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**IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT**

FOR CENTRAL COLUMBIA SCHOOL DISTRICT DATE 07/01/84 BILL NO. 00351

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	DATE	INCL. PENALTY
SCHOOL R.E.	4,320	103.00	436.06	444.96	07/01/84	489.46

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

**PAY THIS AMOUNT** →

436.06	444.96	489.46
AUG 31 IF PAID ON OR BEFORE	OCT 31 IF PAID ON OR BEFORE	NOV 1 IF PAID AFTER

**PENALTY AT PROPERTY DESCRIPTION**

SCHOOL 10%  
ACCT NO. 04978  
PARCEL 11-05-18-2

L-2 AC  
BUILDINGS  
200  
4,120

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 4,320



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
City	State
Bloomsburg	PA
Street Address	Zip Code
Courthouse Building	17815

## B. TRANSFER DATA

Grantor(s)	Grantee(s)
R. Randy Kemp and Connie L. Kemp, h/w	Franklin First Federal Savings & Loan Assn. of Wilkes-Barre
Street Address	Street Address
	44 W. Market Street
City	State
	Pa.
Zip Code	Zip Code
	Wilkes-Barre

## C. PROPERTY LOCATION

Street Address			
R.D. 2, Berwick, North Centre Township	Columbia	11-05-18-2	
City	Township	Borough	County
			Tax Parcel Number

## D. VALUATION DATA

1. Actual Cash Consideration \$1,064.62	2. Other Consideration + 39,003.26	3. Total Consideration = \$40,067.88
4. County Assessed Value \$4320.00	5. Fair Market Value \$12,970.00	6. State Realty Transfer Tax Paid None

## E. EXEMPTION DATA

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

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/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  
\$1,064.62 (taxes & costs) plus \$21.29 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 1/23/85

(SEE REVERSE)

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 1985, at 10:15 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSN. OF WILKES-BARRE with principal office at Wilkes-Barre, Luz. Co., PA. for the price or sum of One Thousand Sixty Four and 62/100 (\$1,064.62) plus Twenty One and 29/100 (\$21.29) 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	\$123.20	
	Poundage	21.29	
			\$144.49
Press-Enterprise, Inc.			256.31
Henrie Printing			52.50
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			19.00
Margaret Teitsworth, Tax Collector North Centre Twp.	(Parcel 11-05-18-2)		
	(1984 Col. Co. Taxes)	99.15	
	(1984 School Taxes)	489.46	
Surcharge Fee			10.00

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE

vs.

R. RANDY KEMP and CONNIE L. KEMP,  
his wife

NO. 1049 - 1984 J.D.  
NO. 58 - 1984 E.D.

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

So answers

*Victor B Vandling* Sheriff  
VICTOR B. VANDLING

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

7412

JAN. 7, 1985

60-593  
313

PAY TO THE ORDER OF Press-Enterprise, Inc. \$ 256.31  
Two Hundred Fifty-Six and 31/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR FFF 546 Assn of W-B & Kemp  
No. 58-1984 E.D.  
Legal Ads

⑆031305936⑆

Victor B. Vandling 05

advertisement in the above entitled proceeding which appeared in the is on Dec 19, 26, 1984 & Jan 2, 1985 exactly as printed and published; that the affiant is one of the owners newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place and publication are true.

Paul R. Egan

Sworn and subscribed to before me this 3rd

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 58 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

distance of 71.25 feet; North 17 degrees 31 minutes 45 seconds East, a distance of 57.75 feet to the place of beginning. CONTAINING 1.001 acres in accordance with a survey prepared by Orangeville Surveying Consultants, dated November 13, 1974; BEING the same premises conveyed to R. Randy Kemp and Connie L. Kemp, his wife, by Deed of Duane V. Deeter and Marsha A. Deeter, his wife, dated October 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 289, Page 710. IMPROVED with a single family frame ranch dwelling more commonly known as R.D.2, Berwick, 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, against R. RANDY KEMP and CONNIE L. KEMP, his wife, and will be sold by:

Sheriff of Columbia County  
Rosenn, Jenkins  
and Greenwald  
Attorneys

Victor Vandling

Kemp Sale - \$256.31

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III ....., being duly sworn ac  
and says that Press-Enterprise is a newspaper of general circulation y  
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County  
of Pennsylvania, and was established on the 1st day of March, 1902, a  
daily (except Sundays and Legal Holidays) continuously in said Town, (   
the date of its establishment; that hereto attached is a copy of  
advertisement in the above entitled proceeding which appeared in the is  
on ... Dec 19, 26, 1984 & Jan 2, 1985

exactly as printed and published; that the affiant is one of the owners  
newspaper in which legal advertisement or notice was published; that  
Press-Enterprise are interested in the subject matter of said notice ar  
that all of the allegations in the foregoing statement as to time, pla  
publication are true.

Sworn and subscribed to before me this 3rd

SHERIFF'S SALE

By virtue of a Writ of  
Execution No. 58 of 1984,  
issued out of the Court  
of Common Pleas of Col-  
umbia County, directed  
to me, 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, Court  
House, in the Town of  
Bloomsburg, Columbia  
County, Pennsylvania:  
Thurs., Jan. 10, 1985

at 10:15 o'clock a.m.  
in the forenoon of the  
said day, all the right,  
title and interest of the  
defendants in and to:  
ALL THOSE CERTAIN  
pieces or parcels of land  
situate in the Township  
of North Centre, County  
of Columbia, State of  
Pennsylvania, bounded  
and described as fol-  
lows:

TRACT NO. 1: ALL that  
certain piece or parcel of  
land situate on the East  
side of Township Route  
No. T-726, said point  
being designated by an  
iron pin corner on the  
line of land now or late  
of Kissinger; THENCE  
along the East side of  
said road, South 21  
degrees 00 minutes  
West, a distance of 200.0  
feet to an iron pin corner  
in line of other land of  
the Grantors; THENCE  
along other land of the  
Grantors, North 84  
degrees 20 minutes East,  
a distance of 220.0 feet  
to an iron pin corner in  
line of land of Eshleman;

degrees 20 minutes 00  
seconds East, a distance  
of 220 feet to an iron pin  
in line of land now or  
late of Robert Eshleman;  
THENCE along line of  
Eshleman, South 10  
degrees 50 minutes 00  
seconds West, a distance  
of 234 feet to an iron pin  
corner in line of other  
land of the Grantors;  
THENCE along other land  
of the Grantors, North  
74 degrees 12 minutes 39  
seconds West a distance  
of 264.26 feet to an iron  
pin corner on the East  
side of Township Route  
No. 726; THENCE along  
the East side of Town-  
ship Route No. 726, the  
following three (3)  
courses and distances:  
North 45 degrees 02 min-  
utes 56 seconds East a  
distance of 31.26 feet;  
North 33 degrees 59 min-  
utes 39 seconds East, a  
distance of 71.25 feet;  
North 17 degrees 31 min-  
utes 45 seconds East, a  
distance of 57.75 feet to  
the place of beginning.  
CONTAINING 1.001 acres  
in accordance with a  
survey prepared by  
Orangeville Surveying  
Consultants, dated  
November 13, 1974;

BEING the same premises  
conveyed to R. Randy  
Kemp and Connie L.  
Kemp, his wife, by Deed  
of Duane V. Deeter and  
Marsha A. Deeter, his  
wife, dated October 27,  
1978, and recorded in  
the Office of the Recor-  
der of Deeds in and for  
Columbia County in Deed  
Book 289, Page 710.

IMPROVED with a single  
family frame ranch  
dwelling more commonly  
known as R.D.2, Ber-  
wick, Columbia County,  
Pennsylvania.

TOGETHER with all build-  
ings and improvements  
thereon.

NOTICE IS HEREBY GIVEN  
to all claimants and par-  
ties 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 excep-  
tions are filed thereto  
within ten (10) days  
thereafter.

SEIZED AND TAKEN into  
execution at the suit of  
Franklin First Federal  
Savings and Loan Asso-  
ciation of Wilkes-Barre,  
against R. RANDY KEMP  
and CONNIE L. KEMP, his  
wife, and will be sold  
by:

Sheriff of  
Columbia County  
Rosenn, Jenkins  
and Greenwald  
Attorneys

And now, ..... 19 ....., I hereby certi  
charges amounting to \$ ..... for publishing th  
affidavit have been paid in full.



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

Escrow Account



98-721996401

50-1042  
223

JAN 18 <sup>Date</sup> 1985

Amount

\$1,040.68\*

PAY

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

DRAWER FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

TO THE  
ORDER  
OF

Columbia County Sheriff

AUTHORIZED SIGNATURE

TO CREDIT FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

⑆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



## SHERIFF'S SALE

## COST SHEET

FFS & L ASSN OF W-B vs KEMP, R. Raddy & Connie

THURSDAY, 10 JANUARY 1985

NO. 58-1984 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal \$ 33,018.05  
 Insurance \_\_\_\_\_  
 Interest from \_\_\_\_\_ to 10/31/84 2,683.40  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day  
 Attorneys' Fee 3,301.81

Total ... \$ 39,003.26 \$ 39,003.26

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

Proth. (Writ) \$ 35.50  
 Pro. Pd. (Comp.) 15.00  
 Shff. V. 66.20  
 Judg. Fee 9.00  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 125.70 \$ 125.70

## SHERIFF'S COST OF SALE:

Docket & Levy \$ 14.00  
 Service of Notice 21.00  
 Postage \_\_\_\_\_  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 21.00  
 Advertising, Sale Bills 9.00  
 Newspapers 9.00  
 Mileage 23.20  
 Crying/Adjourn of Sale 4.00  
 Sheriff's Deed 10.00  
 Solicitor's fee \_\_\_\_\_  
 Distribution of Proceeds 9.00

Total... \$ 123.20 \$ 123.20

Press-Enterprise \$ 256.31  
 Henrie Printing 52.50

Total ... \$ 308.81 \$ 308.81

Prothonotary - List of Liens \$ 10.00  
 Deed 5.00

Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co. \$ 19.00  
 Deed, Search, etc.

Total ... \$ 19.00 \$ 19.00

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1984 \$ 99.15  
 School Taxes, District Cent. Col, 1984 484.46

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

## SURCHARGE FEE (State Treasurer)

Total ... \$ 588.61 \$ 588.61

## SEWERAGE RENT DUE:

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

TOTAL TAXES & COSTS ----- \$ 1064.62

BUYER: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ 21.29

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

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

1,055.91  
500

585.91

Copies to:

Henrie Printing. 11-17

P-E., Legal Ads, Wed. Dec. 19, 26 & Jan 2, 1985. Affidavit requested. 11-17

Margaret Teitsworth, Tax Collector, RD 2, Berwick 11-17

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 58 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, Thursday, January 10, 1985 at 10:15 o'clock a.m., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THOSE CERTAIN pieces or parcels of land situate in the Township of North Centre, County of Columbia, State of Pennsylvania, bounded and described, as follows:

TRACT NO. 1:

ALL That Certain piece or parcel of land situate on the East side of Township Route No. T-726, said point being designated by an iron pin corner on the line of land now or late of Kissinger; Thence along the East side of said road, South 21 degrees 00 minutes West, a distance of 220.0 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 84 degrees 20 minutes East, a distance of 220.0 feet to an iron pin corner in line of land of Eshleman; Thence along line of land of Eshleman, North 10 degrees 50 minutes East, a distance of 81.3 feet to an iron pin corner; Thence continuing along line of Eshleman, North 30 degrees 08 minutes East, a distance of 165.0 feet to a 12 inch oak tree; Thence along line of Smith and Kissinger, South 81 degrees 00 minutes West, a distance of 236.7 feet to an iron pin corner, the place of beginning. CONTAINING 1.0 acres.

TRACT NO. 2

Beginning at an iron pin corner on the East side of Township Route No. 726 leading to Pennsylvania Route No. 93 and also to Legislative Route No. 19041; said point also being the Southwest corner of other land of the Grantees; Thence along other land of the Grantees, North 84 degrees 20 minutes 00 seconds East, a distance of 220 feet to an iron pin in line of land now or late of Robert Eshleman; Thence along line of Eshleman, South 10 degrees 50 minutes 00 seconds West, a distance of 234 feet to an iron pin corner in line of other land of the Grantors; Thence along other land of the Grantors, North 74 degrees 12 minutes 39 seconds West a distance of 264.26 feet to an iron pin corner on the East side of Township Route No. 726; Thence along the East side of Township Route No. 726, the following three (3)

XXXXXXXXXX

courses and distances: North 45 degrees 02 minutes 56 seconds East a distance of 31.26 feet; North 33 degrees 59 minutes 39 seconds East, a distance of 71.25 feet; North 17 degrees 31 minutes 45 seconds East, a distance of 57.73 feet to the place of beginning. CONTAINING 1.001 acres in accordance with a survey prepared by Orangeville Surveying Consultants, dated November 13, 1974;

BEING the same premises conveyed to R. Randy Kemp and Connie L. Kemp, his wife, by Deed of Duane V. Deeter & Marsha A. Detter, his wife, dated October 27, 1978, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 289, Page 710.

IMPROVED with a single family frame ranch dwelling more commonly known as R.D. #2, Berwick, 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, against R. RANDY KEMP and CONNIE L. KEMP, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"



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  
R. Randy Kemp and  
Connie L Kemp

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

NO. 58 of 1984 ED.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON December 5, 1984 AT 1:00PM., 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 R. Randy Kemp and Connie L Kemp  
RD#2, Berwick, Penna. by \_\_\_\_\_  
John J O'Brien.

So Answers:

John J O'Brien  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me  
this 5th 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

FFF S & L Assn. of  
Wilkes-Barre

vs

R. Randy Kemp and Connie  
L. Kemp

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 58 of 1984 ED.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

December 5, 1984 at 1:00PM.

POSTED A COPY OF THE

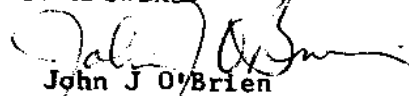
SHERIFF'S SALE BILL ON THE PROPERTY OF R. Randy Kemp and Connie L. Kemp

RD#2, Berwick, Penna.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF John J O'Brien

SO ANSWERS:

  
John J O'Brien

DEPUTY SHERIFF

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



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

FFF S & L Assn. of  
Wilkes-Barre

VS

R. Randy Kemp and  
Connie L. Kemp

A. J. ZALE, Chief Deputy

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

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

No. 58 of 1984 ED.

WRIT OF EXECUTION

SERVICE ON Connie L Kemp

ON November 29, 1984 at 7:15 PM. served , a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Connie L Kemp at 213 East 8th St., Berwick, Penna.

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

So Answers:

John J O'Brien  
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 30 day of November  
19 84

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

FFF S & L Assn. of  
Wilkes-Barre

VS

R. Randy Kemp and  
Connie L. Kemp

A. J. ZALE, Chief Deputy

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

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

NO. 58 of 1984 ED.

WRIT OF EXECUTION

SERVICE ON R. Randy Kemp

ON Nov. 29, 1984 at 3:40 PM. served, a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
R. Randy Kemp at 1545 First Ave., Berwick, Penna.

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 30 day of November  
19 84

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

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. 1049 Term 1984J.D.

NO. 58 Term 1984E.D.

R. RANDY KEMP and CONNIE L.  
KEMP, 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 \$8.21 from October 31, 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	\$33,018.05
Attorney's Commission	\$ 3,301.81
Interest to 10/31/84	<u>\$ 2,683.40</u>

TOTAL \$39,003.26 Plus costs \*\*

as endorsed.

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

Dated

Nov 14, 1984

(SEAL)

BY:

Betty Stout

Deputy  
Clerk



FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
R. RANDY KEMP and CONNIE L.	:	IN MORTGAGE FORECLOSURE
KEMP, his wife,	:	
DEFENDANTS	:	NO. 1049 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 17815  
(717) 784-1991 EXT: 267