

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 14th day of FEBRUARY 19 85, at 10:30

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 ADMINISTRATOR - SMALL BUSINESS ADMINISTRATION, 1 Decker Square, Bala Cynwyd, Pa. 19004

for the price or sum of Seventy Thousand and 00/100 (\$70,000.00) plus Fourteen Hundred and 00/100 (\$1400.00) 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 Dept.	Sale Cost	\$200.50	
	Poundage	<u>1400.00</u>	
			\$ 1,600.50
Press-Enterprise, Inc.			484.16
Henrie Printing			63.50
Prothonotary of Columbia Co.			15.00
Recorder of Deeds of Columbia County			20.00
Columbia County Tax Claim Bureau	(1983 Del. Taxes, Parcel 17-06-7-4 -	\$596.73)	
	(1983 Del. Taxes, Parcel 17-03-6-19 -	661.35)	
	(1984 Del. Taxes, Parcel 17-06-7-4 -	603.59)	
	(1984 Del. Taxes, Parcel 17-03-6-19 -	670.07)	
			2,531.74
Millie Peterman, Tax Collector	(1985 Co. Taxes, Parcel 17-03-6-19 -	\$103.73)	
	(1985 Co. Taxes, Parcel 17-06-7-4 -	93.44)	
			197.17
Surcharge Fee (State Treasurer)			22.00
Joseph F. Torsella, Esq. (Solicitor's Services)			85.00
Bloomsburg Bank-Columbia Trust Company (Plaintiff)			44,604.28
Administrator - Small Business Administration (Buyer)			21,704.27
	(Monies returned to buyer after having been provided by same for the purchase of parcels sold. Subordination Agreement executed 1 February 85 placed purchaser first in line after Plaintiff in regards to distribution of monies collected)		

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY
VS
DAVID L. LONG and BARBARA L. LONG, AND UNITED STATES OF AMERICA - SMALL BUSINESS ADMINISTRATION
Sheriff's Office, Bloomsburg, Pa.) So answers
19 FEBRUARY 1985
No. 60 - 1984 E.D.
No. 888- 1984 J.D.
Victor B Vandling Sheriff
VICTOR B. VANDLING

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

BLOOMSBURG BANK-COLUMBIA TRUST
COMPANY,

PLAINTIFF

vs

DAVID L. LONG AND BARBARA L. LONG,
AND
UNITED STATES OF AMERICA -
SMALL BUSINESS ADMINISTRATION
(Junior Lien Holder)
DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 60 Term 1984 E.D.

No. Term 19 A.D.

No. 888 Term 1984 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

SEE PROPERTY DESCRIPTION ATTACHED.

Amount Due \$ 34,248.59

Interest from 10/6/83 to 11/9/84 \$ 5,277.71

Total \$ 39,526.30* Plus costs

*TOGETHER with interest at the rate of \$12.36 per day from November 9, 1984 to the date of payment, plus reasonable attorneys fees and collection costs.
as endorsed.

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

Dated Mar 16, 1984
(SEAL)

By: Betty Stout

Clerk

LAW OFFICES OF
DERR, PURSEL & LUSCHAS

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

February 14, 1985

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY
VS.
DAVID L. LONG AND BARBARA L. LONG

Principal	\$ 35,307.41
Interest to February 14, 1985	6,617.03
Additional Costs due	174.84
Attorneys fees	2,500.00
Satisfaction Fee	5.00

TOTAL

\$ 44,604.28

Costs

3619.07

Total 48223.35

All THOSE CERTAIN pieces, parcels and tracts of land situate in the Township of Greenwood, County of Columbia, State of Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1: BEGINNING at an iron pin corner along the easterly line of a 16 foot wide private roadway leading to a 33 foot wide private road leading to Township Route No. 583, said point being at the northwest corner of lands of Raymond J. Harvey; thence along the easterly line of the aforesaid 16 foot wide private roadway, north 36 degrees 00 minutes east, 267.6 feet to an iron pin in line of other lands of Ernest Albertson and Pauline Albertson, his wife; thence along lands of Albertson, south 84 degrees 40 minutes east, 115 feet to an iron pin corner; thence continuing along lands of Albertson, north 36 degrees 00 minutes east, 200 feet to an iron pin; thence continuing along lands of Albertson, south 84 degrees 40 minutes east, 234.1 feet to an iron pin corner in line of lands of Walter Phillips; thence along lands of Walter Phillips, south 30 degrees 30 minutes west, 445 feet to an iron pin corner at the northeast corner of lands of Raymond J. Harvey; north 84 degrees 40 minutes west, 394.5 feet to an iron pin corner and being the point and place of beginning. CONTAINING 3.00 acres of land.

TRACT NO. 2: BEGINNING at an iron pin corner situate at the northwest corner of lands of Ernest Albertson, Woodrow Kindt and others, formerly Millville Area Kart Klub, said point being along the easterly line of a 33 foot wide private road at its intersection with the southeasterly line of a 16 foot private roadway through the lands of Ernest and Pauline Albertson; thence along the easterly line of the aforesaid 16 foot private roadway, north 61 degrees 12 minutes east, 130.3 feet to an iron pin; thence by the same north 36 degrees east, 70.3 feet to an iron pin corner at the southwesterly corner of lands about to be conveyed to David L. Long, et ux; thence along the lands of said Long, south 84 degrees 40 minutes east, 394.5 feet to an iron pin corner in line of land of Walter Phillips; thence along lands of Walter Phillips, south 30 degrees 30 minutes west, to an iron pin in line of other lands of Raymond J. Harvey; thence along the lands of Harvey and along lands of Ernest Albertson, Woodrow Kindt and others, formerly Millville Area Kart Klub, north 84 degrees 40 minutes west, 476 feet to an iron pin corner at the easterly line of the aforesaid 33 foot wide private road and being the point and place of beginning. CONTAINING 1.33 acres of land.

TRACT NO. 3: BEGINNING at the intersection of the centerlines of highway traffic route 254 from Millville to Rohrsburg and Township road 597; thence along the centerline of the said township road 597 by the following courses and distances: south forty-three (43) degrees thirty-nine (39) minutes west a distance of two hundred seventy-one and one-tenth (271.1) feet to a point in the said centerline; thence south fifty-one (51) degrees forty (40) minutes west a distance one hundred and one and one-tenth (101.1) feet to a point in the said centerline; thence south seventy-six (76) degrees forty-eight (48) minutes west a distance of one hundred three (103.0) feet to a point in the said centerline; thence north eighty-five (85) degrees no (00) minutes west a distance of two hundred fifteen and four-tenths (215.4) feet to a point, said point being the intersection of the centerline of the said township road 597 and the centerline of township road 526, thence north six (6) degrees forty-nine (49) minutes east a distance of one hundred fifty-three and five-tenths (153.5) east to a point, said point being the intersection of the centerline of the said township road 526 and centerline of the aforesaid highway traffic route 254; thence along the centerline of said highway traffic route 254, north seventy-eight (78) degrees fifty (50) minutes east a distance of five hundred seventy-four (574.0) feet to the point and place of beginning. CONTAINING two and one hundredth (2.01) acres and subject to highway rights-of-way way and a fifty (50) feet set-back along the side fronting on highway traffic route 254 as shown by a survey drawn by Richard Gerard Wood, P.E. on January 2, 1978, approved by the Columbia County Planning Commission on January 23, 1978 and recorded January 30, 1978 herewith in Map book 4 at page 344.

TRACT NO. 4: BEGINNING at an iron pin situate at the intersection of the northerly right-of-way line of Township Public Route 583 with the westerly right-of-way line of Township Public Route No. 448, thence along the northerly right-of-way line of Township Route 583, South 88 degrees 15 minutes West, 53.5 feet to an iron pin corner situate at the southeast corner of other lands of Raymond J. Harvey, thence along the lands of Harvey, North 16 degrees 15 minutes East, 114.2 feet to an iron pin; thence continuing by the same, North 0 degrees 30 minutes East, 228 feet to an iron pin corner in line of other lands of Walter S. Phillips and Willard O. Phillips, his wife; thence along the lands of Phillips, South 84 degrees 40 minutes East, 168 feet to an iron pin situate along the westerly right-of-way line of Township Route 448; thence along the westerly line of

Township Route 448, South 24 degrees 45 minutes West, 357.8 feet to an iron pin corner along the northerly right-of-way line of Township Route 583 and being the point and place of beginning. CONTAINING 0.83 acres of land.

AND ALSO BEGINNING at a point located in the center of Township Route 448 and in line of other lands of said grantors, about to be conveyed to said grantees, thence along land of said grantors and land of J. Harvey, North 80 degrees 43 minutes West, 408.2 feet to a found iron pipe; thence along land of said grantees, North 31 degrees 59 minutes East, 433.1 feet to an iron pin; thence along land of said grantors and land now or formerly of Robert Mills, South 50 degrees 55 minutes East, 381.4 feet to a point located in the center of Township Route 448; thence through the center of Township Route 448, South 32 degrees 29 minutes West, 228.4 feet to the place of beginning. CONTAINING 2.68 acres according to survey prepared by Construction Engineering, Inc., dated October 21, 1980.

TERM
SESS. 19

34 Sheriff

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

David L. Long and Barbara L. Long

Court of Common Pleas of Columbia County, Pennsylvania.

Simplex Time Recorder Co.

versus

Dave Long

No. 1418 of Term, 1982
Real Debt || \$ 1,099.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 4, 1982
Nature of Lien Default Judgment

Harry Brown Corp. formerly

Graybill's, Inc.

versus

David Long

No. 1337 of Term, 1982
Real Debt || \$ 14,078.39
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 8, 1983
Nature of Lien Default Judgment

E. Keeler Company

versus

David Long

No. 732 of Term, 1983
Real Debt || \$ 1,544.93
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 5, 1983
Nature of Lien Transcript of Judgment

Scott Electric Co.

versus

David L. Long

No. 393 of Term, 1982
Real Debt || \$ 1,967.82
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 15, 1983
Nature of Lien Award of Arbitrators

~~ERBEO~~
Erkeco, Inc.

versus

David L. & Barbara Long

No. 1331 of Term, 1982
Real Debt || \$ 66,779.90
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Sept. 13, 1984
Nature of Lien Default Judgment

LIST OF LIENS

VERSUS

David L. & Barbara L. Long	
Court of Common Pleas of Columbia County, Pennsylvania.	
Bloomsburg Bank-Columbia Trust Co.	No. 888 of Term, 1984
	Real Debt \$39,526.30
	Interest from
	Commission
	Costs
versus	Judgment entered
David L. & Barbara L. Long	Date of Lien November 14, 1984
	Nature of Lien Default Judgment

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

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

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

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

SUBORDINATION AGREEMENT

David L. Long and Barbara L. Long : Obligation: Mortgage

(Debtor(s)) : Dated: December 20, 1979

To : Debt: \$240,000.00

SMALL BUSINESS ADMINISTRATION : Recorded: Columbia County,
Book 198, Page 296


(Lienholder), Assignee of : Premises: described therein
Bloomsburg Bank-Columbia Trust Company

WHEREAS, David L. Long and Barbara L. Long, the abovenamed Debtor(s) has/have requested that SMALL BUSINESS ADMINISTRATION, the Lienholder in the above-stated Obligation, postpone the lien thereof in favor of a Mortgage held by Bloomsburg Bank-Columbia Trust Company against the Debtor(s) above-named, dated the 6th day of April, 1983, for the sum of sixty five thousand dollars (\$65,000) entered in the Office of Recorder of Deeds of Columbia County in Mortgage Book No. 316, Page 406, or about to be entered in said office.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that SMALL BUSINESS ADMINISTRATION said Lienholder in the Obligation above recited for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, paid at and before the execution and recordation of this instrument, the receipt of which is hereby acknowledged, has agreed and by these presents hereby agrees to and with the said Debtor(s) that the above obligation held by the SMALL BUSINESS ADMINISTRATION against said Debtor(s) shall be postponed as to its lien until after the lien of the aforesaid Mortgage of Bloomsburg Bank-Columbia Trust Company is fully paid, including interest and costs, described in the instrument which created the debt.

IT IS BEING UNDERSTOOD, NEVERTHELESS, that the subordination of said Mortgage does not in any respect alter, diminish or limit the right of the SMALL BUSINESS ADMINISTRATION to proceed on the underlying obligation as evidenced by the said Note. The terms of said Note remain in full force and effect despite this subordination of the aforementioned Mortgage.

IN WITNESS WHEREOF, the Administrator of the SMALL BUSINESS ADMINISTRATION has caused this instrument to be executed by the undersigned under the Delegation of Authority No. 30, Rev. 15, published in Federal Register for 10/16/79, Vol. 44, No. 201, Federal Register Doc. No. 79-31881 filed 10/15/79, effective 10/1/79.


Acting Chief, Liquidation Division
Small Business Administration
Bala Cynwyd, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Montgomery

On this the 1st day of February 1987, before me the undersigned a Notary Public in and of the County and State, on this day personally appeared James A. Smedley known to me to be Acting Chief, Liquidation Division, Bala Cynwyd Office of the Small Business Administration to be the person whose name is subscribed to the foregoing instrument and he/she acknowledged to me

that the same was the act of the Administrator of the Small Business Administration and that he/she executed the same as the free act and deed of the Administrator of the Small Business Administration for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and official seal of office this 1st day
of February, 1985.

Francis M. McNelly
Notary Public

FRANCIS M. MCNELLY, Notary Public
Louisiana Notary Public, Notary Public Co.
by Commission expires Feb. 4, 1985

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank XXXXXXX~~ Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

David L. Long and Barbara L. Long

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., 19 85.

Beverly J. Michael..RECORDER

MORTGAGE

(Participation)

This mortgage made and entered into this 20th day of December, 1979, by and between DAVID L. LONG and BARBARA L. LONG, of Millville, R. D. #1, Columbia County, Pennsylvania (hereinafter referred to as mortgagor) and THE BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, of 11 West Main Street, Bloomsburg, Columbia County, Pennsylvania, (hereinafter referred to as mortgagee), who maintains an office and place of business at

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia State of Pennsylvania

(SEE ATTACHED SHEET CONTAINING DESCRIPTIONS FOR THREE TRACTS OF LAND ALL SITUATE IN GREENWOOD TOWNSHIP, COLUMBIA COUNTY, PENNSYLVANIA, ONE CONTAINING THREE (3) acres, ONE CONTAINING 1.33 acres, AND THE LAST CONTAINING 2.01 acres.)

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 1979 in the principal sum of \$ 240,000.00, signed by David Long individually and ~~unbeknownst~~ doing business as David Long Electrical Contractor, a/k/a David L. Long

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagee covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagee hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notices being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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 include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at R. D. #1, Millville, Pennsylvania 17846
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 11 West Main Street, Bloomsburg, Pennsylvania, 17815

BOOK 198 PAGE 298

OPD 026-244

ALL THOSE THREE (3) CERTAIN pieces, parcels and tract of land situate in Greenwood Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at an iron pin corner along the easterly line of a 16 foot wide private roadway leading to a 33 foot wide private road leading to Township Route No. 583, said point being at the northwest corner of lands of Raymond J. Harvey, thence along the easterly line of the aforesaid 16 foot wide private roadway, North 36 degrees 00 minutes East, 267.6 feet to an iron pin in line of other lands of Ernest Albertson and Pauline Albertson, his wife; thence along the lands of Albertson, South 84 degrees 40 minutes East, 115 feet to an iron pin corner; thence continuing along lands of Albertson, North 36 degrees 00 minutes East, 200 feet to an iron pin; thence continuing along lands of Albertson, South 84 degrees 40 minutes East, 234.1 feet to an iron pin corner in line of lands of Walter Phillips; thence along lands of Walter Phillips, South 30 degrees 30 minutes West, 445 feet to an iron pin corner at the northeast corner of lands of Raymond J. Harvey; thence along lands of Harvey, North 84 degrees 40 minutes West, 394.5 feet to an iron pin corner and being the point and place of beginning.

CONTAINING 3.00 acres of land.

The aforesaid description prepared in accordance with draft of survey of A. Carl Wolfe, P.E., dated March 20, 1974.

The aforesaid premises subject to the use of an additional 34 feet right of way adjacent to the 16 foot right of way recited in the aforesaid description.

TRACT NO. 2 - BEGINNING at an iron pin corner situate at the northwest corner of lands of Ernest Albertson, Woodrow Kindt, and others, formerly Millville Area Kart Klub, said point being along the easterly line of a 33 foot wide private road at its intersection with the southeasterly line of a 16 foot private roadway through the lands of Ernest and Pauline Albertson; thence along the easterly line of the aforesaid 16 foot private roadway North 61 degrees 12 minutes East, 130.3 feet to an iron pin; thence by the same North 36 degrees East, 70.3 feet to an iron pin corner at the southwesterly corner of lands about to be conveyed to David L. Long, et ux; thence along the lands of said Long, South 84 degrees 40 minutes East, 394.5 feet to an iron pin corner in line of land of Walter Phillips; thence along lands of Walter Phillips, South 30 degrees 30 minutes West, to an iron pin in line of other lands of Raymond J. Harvey; thence along the lands of Harvey and along the lands of Ernest Albertson, Woodrow Kindt and others, formerly Millville Area Kart Klub, North 84 degrees 40 minutes West, 476 feet to an iron pin corner at the easterly line of the aforesaid 33 foot wide private road and being the point and place of beginning.

CONTAINING 1.33 acres of land.

The aforesaid description was prepared in accordance with a draft of survey of A. Carl Wolfe, P.E., dated March 20, 1974.

The aforesaid premises subject to the use of an additional 34 feet right of way adjacent to the 16 foot right of way recited in the aforesaid description.

TRACT NO. 3 - BEGINNING at the intersection of the centerlines of highway Traffic Route 254 from Millville to Rohrsburg and Township Road 597, thence along the centerline of the said Township Road 597 by the following courses and distances: South forty-three degrees (43) thirty-nine minutes (39) West a distance of two hundred seventy-one and one-tenth feet (271.1) to a point in the said centerline; thence South fifty-one degrees (51) forty minutes (40) West a distance of one hundred one and one-tenth feet (101.1) to a point in the said centerline; thence South seventy-six degrees (76) forty-eight minutes (48) West a distance of one hundred three feet (103.0) to a point in the said centerline; thence North eighty-five degrees (85) no minutes (00) West a distance of two hundred fifteen and four-tenths feet (215.4) to a point, said point being the intersection of the centerline of the said Township Road 597 and the centerline of Township Road 526; thence North six degrees (6) forty-nine minutes (49) East a distance of one hundred fifty-three and five-tenths (153.5) feet to a point, said point being the intersection of the centerline of the said Township Road 526 and centerline of the aforesaid highway Traffic Route 254; thence along the centerline of said highway Traffic Route 254 North seventy-eight degrees (78) fifty minutes (50) East a distance of five hundred seventy-four feet (574.0) to the point and place of beginning.

CONTAINING two and one hundredth acres (2.01) and subject to highway rights of way and a fifty foot (50) set-back along the side fronting on highway Traffic Route 254 as shown by a survey drawn by Richard Gerard Wood, P.E. on January 2, 1978, approved by the Columbia County Planning Commission on January 23, 1978 and recorded January 30, 1978 herewith in Map Book 4, page 344.

This grant is further subject to the rights of way of overhead utility lines as shown on the drawing referred to above.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

David L. Long
David L. Long

Barbara L. Long
Barbara L. Long

Executed and delivered in the presence of the following witnesses:

William R. Runkel
Clarence H. Runkel

(Add Appropriate Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA)

: ss

On this, the 20th day of December, 1979, before me, a Notary Public, personally appeared David L. Long and Barbara L. Long, his wife, known to me (or satisfactorily proven) to be the persons described in the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Betty L. Serff
Notary Public

BETTY L. SERFF, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires July 20, 1981

RECORDED BY RECORDER
COLUMBIA CO., PA.

TAX \$2.00 FEE 9.50

DEC 20 1 13 PM '79

MORTGAGE #211

DAVID L. LONG and BARBARA L. LONG, HIS WIFE, MORTGAGORS,

TO

THE BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, MORTGAGEE.

BOOK 158 PAGE

RECORDING DATA

661

Dated - December 20, 1979
Recorded - December 20, 1979
Mortgage Book Volume 198
page 296 1:13 p.m.

Marvin G. Bower

RETURN TO:

Name Cleveland C. Hummel, Esq.
Address 29 East Main Street
Bloomsburg, Pa. 17815

ASSIGNMENT

FROM: BLOOMSBURG Bank-COLUMBIA TRUST COMPANY
11 West Main Street
Bloomsburg, Pennsylvania 17815

TO: SMALL BUSINESS ADMINISTRATION
Suite 400 East Lobby
One Bala Cynwyd Plaza
231 St. Asaphs Road
Bala Cynwyd, Pennsylvania 19004

R: DAVID L. LONG
GP 792-750-1001-PHT

FOR VALUE received, BLOOMSBURG BANK-COLUMBIA TRUST COMPANY hereby sets over, transfers and assigns unto SMALL BUSINESS ADMINISTRATION, an agency of the United States Government, all its rights, titles and interests in and to the documents and instruments set forth below without recourse, together with all rights, remedies and incidents thereunto belonging.

1. Note dated December 20, 1979, executed by DAVID L. LONG to BLOOMSBURG BANK-COLUMBIA TRUST COMPANY in the amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00).
2. Mortgage dated December 20, 1979 executed by DAVID L. LONG and BARBARA L. LONG, to BLOOMSBURG BANK-COLUMBIA TRUST COMPANY securing a loan of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000.00) and recorded in Columbia County Mortgage Book 198 page 296 covering three (3) tracts of land in Greenwood Township, Columbia County, Pennsylvania.
3. All security interests in machinery, equipment, furniture and fixtures, inventory and raw materials, work in process and accounts receivable and after acquired items held by BLOOMSBURG BANK-COLUMBIA TRUST COMPANY against DAVID L. LONG, his successors and assigns.
4. All rights of BLOOMSBURG BANK-COLUMBIA TRUST COMPANY in and to all guaranty and surety agreements, security agreements, financing statements, assumption agreements, certificates of title, insurance policies and other loan documents relating to the loan executed by DAVID L. LONG or his successors and assigns to said Bank.

EXECUTED JANUARY 6, 1984.

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

BY: Melvin Pankuch
MELVIN PANKUCH, Vice President

COMMONWEALTH OF PENNSYLVANIA:
SS
COUNTY OF COLUMBIA :

On this, the 6th day of January, 1984, before me, the undersigned officer, personally appeared MELVIN PANKUCH, known to me (Or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Betty L. Serff
BETTY L. SERFF, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires July 20, 1985

COMMONWEALTH OF PENNSYLVANIA:
SS
COUNTY OF COLUMBIA 9:13AM :

RECORDED in the Office for Recording of Deeds in and for Columbia County
in Record Book 327 page 686.

WITNESS my hand and seal of office this 9th day of January,
1984.

Beverly J. Michael
Nedine M. Schmit, Dep.

78
ORDER
DATE 13.00
Book

MORTGAGE

THIS MORTGAGE is made this 6th day of April 1983, between the Mortgagor, David L. Long and Barbara L. Long (herein "Borrower"), and the Mortgagee, BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, a corporation organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, whose address is 11 WEST MAIN STREET BLOOMSBURG, PENNSYLVANIA 17815 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Five Thousand and no/100 (\$65,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Payable as follows: See Attached Sheet No. 1

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 (Greenwood Twp), State of Pennsylvania:

TRACT NO. 1. BEGINNING at an iron pin corner along the easterly line of a 16 foot wide private roadway leading to a 33 foot wide private road leading to Township Route No. 583, said point being at the northwest corner of lands of Raymond J. Harvey; thence along the easterly line of the aforesaid 16 foot wide private roadway, north 36 degrees 00 minutes east, 267.6 feet to an iron pin in line of other lands of Ernest Albertson and Pauline Albertson, his wife; thence along the lands of Albertson, south 84 degrees 40 minutes east, 115 feet to an iron pin corner; thence continuing along lands of Albertson, north 36 degrees 00 minutes east, 200 feet to an iron pin; thence continuing along lands of Albertson, south 84 degrees 40 minutes east, 234.1 feet to an iron pin corner in line of lands of Walter Phillips; thence along lands of Walter Phillips, south 30 degrees 30 minutes west, 445 feet to an iron pin corner at the northeast corner of lands of Raymond J. Harvey; north 84 degrees 40 minutes west, 394.5 feet to an iron pin corner and being the point and place of beginning. CONTAINING 3.00 acres of land.

TRACT NO. 2. BEGINNING at an iron pin corner situate at the northwest corner of lands of Ernest Albertson, Woodrow Kindt, and others, formerly Millville Area Kart Klub, said point being along the easterly line of a 33 foot wide private road at its intersection with the southeasterly line of a 16 foot private roadway through the lands of Ernest and Pauline Albertson; thence along the easterly line of the aforesaid 16 foot private roadway north 61 degrees 12 minutes east, 130.3 feet to an iron pin; thence by the same north 36 degrees east, 70.3 feet to an iron pin corner at the southwesterly corner of lands about to be conveyed to David L. Long, et ux; thence along the lands of said Long, south 84 degrees 40 minutes east, 394.5 feet to an iron pin corner in line of land of Walter Phillips; thence along lands of Walter Phillips, south 30 degrees 30 minutes west, to an iron pin in line of other lands of Raymond J. Harvey; thence along the lands of Harvey and along the lands of Ernest Albertson, Woodrow Kindt and others, formerly Millville Area Kart Klub, north 84 degrees 40 minutes west, 476 feet to an iron pin corner at the easterly line of the aforesaid 33 foot wide private road and being the point and place of beginning. CONTAINING 1.33 acres of land.

*SEE ATTACHED SHEET No. 2 and 3

which has the address of R. D. #2 Millville, Pennsylvania 17846
[Street] [City]
..... (herein "Property Address");
[State and Zip Code]

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

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

SHEET NO. 1

Sixty Five Thousand (\$65,000.00) Dollars with Twenty Five Thousand (\$25,000.00) Dollars plus interest at a rate of 13% per annum to be repaid within thirty (30) days of executing this mortgage. Thereafter, the remaining Forty Thousand (\$40,000.00) Dollars shall be repaid at the aforementioned thirteen (13%) per cent for a two (2) year period at the rate of One Thousand Nine Hundred One and 68/100 (\$1,901.68) Dollars per month with the first payment to be made sixty (60) days after signing this agreement.

TRACT NO. 3. BEGINNING at the intersection of the centerlines of highway traffic route 254 from Millville to Rohrsburg and Township road 597; thence along the centerline of the said township road 597 by the following courses and distances: south forty three degrees (43) thirty nine minutes (39) west a distance of two hundred seventy one and one tenth feet (271.1) to a point in the said centerline; thence south fifty one degrees (51) forty minutes (40) west a distance of one hundred one and one tenth feet (101.1) to a point in the said centerline; thence south seventy six degrees (76) forty eight minutes (48) west a distance of one hundred three feet (103.0) to a point in the said centerline; thence north eighty five degrees (85) no minutes (00) west a distance of two hundred fifteen and four tenths feet (215.4) to a point said point being the intersection of the centerline of the said township road 597 and the centerline of township road 526, thence north six degrees (6) forty nine minutes (49) east a distance of one hundred fifty three and five tenths (153.5) east to a point said point being the intersection of the centerline of the said township road 526 and centerline of the aforesaid highway traffic route 254; thence along the centerline of said high traffic route 254 north seventy eight degrees (78) fifty minutes (50) east a distance of five hundred seventy four feet (574.0) to the point and place of beginning. CONTAINING two and one hundreth acres (2.01) and subject to highway rights of way and a fifty foot (50) set-back along the side fronting on highway traffic route 254 as shown by a survey drawn by Richard Gerard Wood, P.E. on January 2, 1978, approved by the Columbia County Planning Commission on January 23, 1978 and recorded January 30, 1978 herewith in Map Book 4 at page 344.

TRACT NO. 4. BEGINNING at an iron pin situate at the intersection of the northerly right of way line of Township Public Route 583 with the westerly right of way line of Township Public Route No. 448, thence along the northerly right of way line of Township Route 583, South 88 degrees 15 minutes West, 53.5 feet to an iron pin corner situate at the southeast conrer of other lands of Raymond J. Harvey, thence along the lands of Harvey, North 16 degrees 15 minutes East, 114.2 feet to an iron pin; thence continuing by the same, North 0 degrees 30 minutes East, 228 feet to an iron pin corner in line of other lands of Walter S. Phillips and Willard O. Phillips, his wife; thence along the lands of Phillips, South 84 degrees 40 minutes East, 168 feet to an iron pin situate along the westerly right of way line of Township Route 448; thence along the westerly line of Township Route 448 South 24 degrees 45 minutes West, 357.8 feet to an iron pin corner along the northerly right of way line of Township Route 583 and being the point and place of beginning. CONTAINING 0.83 acres of land.

AND ALSO BEGINNING at a point located in the center of Township Route 448 and in line of other lnaads of said grantors, about to be conveyed to said grantees, thence along land of said grantors and land of J. Harvey, North 80 degrees 43 minutes West, 408.2 feet to a found iron pipe; thence along land of said grantees, North 31 degrees 59 minutes East, 433.1 feet to an iron pin; thence along land of said grantors and land nor or formerly of Robert Mills, South 50 degrees 55 minutes East, 381.4 feet to a point located in the center of

SHEET NO. 3

Township Route 448; thence through the center of Township Route 448, South 32 degrees 29 minutes West, 228.4 feet to the place of beginning. CONTAINING 2.68 acres according to survey prepared by Construction Engineering, Inc., dated October 21, 1980.

800' 316 406

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 therein "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 the other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

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

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

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

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

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

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

January 16, 1985

Victor B. Vandling, Sheriff
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

Re: Bloomsburg Bank vs. David Long
No. 60 of 1984, E.D.
No. 888 of 1984, J.D.

Dear Sheriff Vandling:

On behalf of the Plaintiff I request that you adjourn and continue the abovementioned sale scheduled for Thursday, January 17, 1985 at 10:15 A.M. to Thursday, February 14, 1985 at 10:30 A.M. Please proceed pursuant to Pennsylvania Rule of Civil Procedure 3129(d).

I request that you make a public announcement of the adjournment and continuance of the sale at the time scheduled for the sale on January 17, 1985.

Very truly yours,


ALVIN J. LUSCHAS

AJL:pac

c: Melvin Pankuch, BBCTC
Irwin M. Shur, Esquire
James Sirvettio, SBA

OFFICE OF SHERIFF
COLUMBIA COUNTY
JAN 16 3 00 PM '85
SHERIFF
CHIEF DEPUTY

Bloomsburg Bank -

229378

COLUMBIA TRUST CO.
1400 COLLEGE BLVD. PA. 17815

60-593
210

DATE: February 14, 1985

PAY TO THE ORDER OF Sheriff of Columbia County ***** \$ 71,327.62

A.B. 71327
C.T. CO. 71327

Treasurer's Check

William J. ...
AUTHORIZED SIGNATURE

Barbara ...
AUTHORIZED SIGNATURE

⑆031305936⑆

200204⑈

88

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 14th day of FEBRUARY 1985, at 10:30

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 ADMINISTRATOR - SMALL BUSINESS ADMINISTRATION, 1 Decker Square, Bala Cynwyd, Pa. 19004

for the price or sum of Seventy Thousand and 00/100 (\$70,000.00) plus Fourteen Hundred and 00/100 (\$1400.00) 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 Dept.	Sale Cost	\$200.50	
	Poundage	<u>1400.00</u>	
			\$ 1,600.50
Press-Enterprise, Inc.			484.16
Henrie Printing			63.50
Prothonotary of Columbia Co.			15.00
Recorder of Deeds of Columbia County			20.00
Columbia County Tax Claim Bureau	(1983 Del. Taxes, Parcel 17-06-7-4 -	\$596.73)	
	(1983 Del. Taxes, Parcel 17-03-6-19 -	661.35)	
	(1984 Del. Taxes, Parcel 17-06-7-4 -	603.59)	
	(1984 Del. Taxes, Parcel 17-03-6-19 -	670.07)	
			2,531.74
Millie Peterman, Tax Collector	(1985 Co. Taxes, Parcel 17-03-6-19 -	\$103.73)	
	(1985 Co. Taxes, Parcel 17-06-7-4 -	93.44)	
			197.17
Surcharge Fee (State Treasurer)			22.00
Joseph F. Torsella, Esq. (Solicitor's Services)			65.00
Bloomsburg Bank-Columbia Trust Company (Plaintiff)			44,604.28
Administrator - Small Business Administration (Buyer)			21,704.27
	(Monies returned to buyer after having been provided by same for the purchase of parcels sold. Subordination Agreement executed 1 February 85 placed purchaser first in line after Plaintiff in regards to distribution of monies collected)		

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

VS

DAVID L. LONG and BARBARA L. LONG, AND UNITED STATES OF AMERICA - SMALL BUSINESS ADMINISTRATION
Sheriff's Office, Bloomsburg, Pa.) So answers

No. 60 - 1984 E.D.
No. 888- 1984 J.D.

ION

12 FEBRUARY 1985

Victor B Vandling Sheriff
VICTOR B. VANDLING