

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

May 1, 1986

DISTRIBUTION FOR VIERS DISCONTINUANCE:

| | |
|----------|------------------------------|
| \$165.62 | Press Enterprise |
| 40.60 | Henrie Printing |
| 15.00 | Columbia County Prothonotary |
| 5.00 | Columbia County Register |
| 4.00 | D.S.T.E. |
| 102.00 | Columbia County Sheriff |
| 30.00 | Poundage |
| 5.00 | Satisfaction |
| <hr/> | |
| \$367.22 | Total Expenses |
| -500.00 | Advance |
| <hr/> | |
| \$132.78 | Refund to Kepner & Kepner |

Kepner & Kepner

ATTORNEYS AT LAW

3RD & PINE STREETS

BERWICK, PENNSYLVANIA 18603

FRANKLIN E. KEPNER

FRANKLIN E. KEPNER, JR.

AREA CODE 717

752-2766

April 30, 1986

Honorable John Adler
Sheriff of Columbia County
Columbia County Court House
Bloomsburg, PA 17815

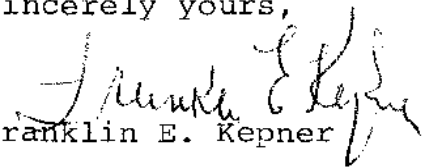
In Re: United Penn Bank, Plaintiff vs. Michael D.
Viers and Connie L. Viers, His Wife, Defendants
No. 1279 of 1984
26th Judicial District
Columbia County, Pennsylvania

Dear Mr. Adler:

Please be advised that United Penn Bank wants to
discontinue the foreclosure proceedings against the above-
captioned Defendants at the present time.

Mr. and Mrs. Viers have paid United Penn Bank \$1,500.00
to apply on their debt and as a result the bank now consents
to discontinue the Sheriff Sale to be held on May 1, 1986
at 11:00 a.m.

Sincerely yours,


Franklin E. Kepner

FEK/bb

SHERIFF'S SALE - COST SHEET

United Penn Bank vs. Liers, Michael &
 NO. 2 of 1986 Connie

DATE OF SALE: 5-1-86

SHERIFF'S COST OF SALE:

| | |
|--------------------------------------|------------------|
| Docket & Levy | \$ <u>14.00</u> |
| Service | <u>14.00</u> |
| Mailing | <u>3.00</u> |
| Advertising, Sale Bills & Newspapers | <u>18.00</u> |
| Posting Handbills | <u>9.00</u> |
| Mileage | <u>15.00</u> |
| Crying/Adjourn of Sale | <u>7.00</u> |
| Sheriff's Deed | <u>10.00</u> |
| Distribution | <u>9.00</u> |
| Other <u>Copy</u> | <u>3.00</u> |
| TOTAL | \$ <u>102.00</u> |

| | |
|------------------------|------------------|
| Press-Enterprise, Inc. | \$ <u>145.02</u> |
| Henrie Printing | <u>40.00</u> |
| Solicitor's Services | <u>30.00</u> |
| TOTAL | \$ <u>230.22</u> |

| | |
|--------------------------|-----------------|
| PROTHONOTARY: Liens List | \$ <u>10.00</u> |
| Deed Notarization | <u>5.00</u> |
| Other | <u>5.00</u> |
| TOTAL | \$ <u>20.00</u> |

| | |
|-----------------------------|-----------------|
| RECORDER OF DEEDS: Copywork | \$ <u>5.00</u> |
| Deed | <u>13.50</u> |
| Other | |
| TOTAL | \$ <u>18.50</u> |

REAL ESTATE TAXES:

| | |
|---|------------------|
| Borough/Twp. & County Taxes, 19 <u>86</u> | \$ <u>120.12</u> |
| School Taxes; District _____, 19____ | |
| Delinquent Taxes, 19 <u>85</u> , 19____, 19____ (Total Amts.) | <u>126.63</u> |
| TOTAL | \$ <u>246.75</u> |

MUNICIPAL RENTS:

| | |
|--|------------------|
| Sewer - Municipality <u>Pennock</u> , 19____ | \$ <u>411.18</u> |
| Water - Municipality _____, 19____ | |
| TOTAL | \$ <u>411.18</u> |

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS:

\$ _____

TOTAL \$ _____

TOTAL COSTS \$ 1038.65

MORTGAGE FORECLOSURE CHECKLIST

PLAINTIFF: Writ of Possession

DEFENDANT/OWNER: John J. Smith

FILE NO.: 2 of 85 (p. 318)

| <u>PROCEDURE</u> | <u>DATE STARTED</u> | <u>DATE COMPLETED</u> |
|--|----------------------|-----------------------|
| 1. Writ received and stamped | | 2-11-86 |
| 2. Expando set up | | |
| 3. Writ served and return filed | | 2-19-86 |
| 4. Sale date set <u>MAY 1, 1986</u> | <u>at 11.00 a.m.</u> | 2-11-86 |
| 5. Posters printed <u>Feb 18 took over</u> <u>Hence</u> | | 3-5-86 |
| 6. Title searches commissioned | 3/5 | 3-5 |
| 7. Property posted | 4-10 | 4-10 |
| 8. Notices sent to: | | |
| A. Defendant | | 7 |
| B. Owner | | |
| C. Lien holders | | |
| (Affidavit of Service filed) | | |
| 9. Contact Press-Enterprise for advertising | 2-21 letter sent | 2-21-86 |
| 10. Sale held | | |
| 11. Distribution prepared and filed | | |
| 12. Distribution made | | |
| 13. Prepare and record deed and transfer tax affidavit | | |
| 14. Return made to Prothonotary | | |

Letter to Con. Gough
Letter to Chris Klingman

PS Form 3811, July 1983

| | |
|---|--|
| SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. <u>The return receipt fee will provide you the name of the person delivered to and the date of delivery.</u> For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested. MA41 | |
| 1. <input checked="" type="checkbox"/> Show to whom, date and address of delivery. | |
| 2. <input type="checkbox"/> Restricted Delivery. | |
| 3. Article Addressed to: Thomas C. Zerba, Jr. Deputy Atty. General Collections Unit 4th & Walnut Sts. Harrisburg, PA 17120 | |
| 4. Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail | Article Number P 307 194 066 |
| Always obtain signature of addressee <u>or</u> agent and DATE DELIVERED. | |
| 5. Signature — Addressee X | |
| 6. Signature — Agent X <i>Richard R. H.</i> | |
| 7. APR 25 1986 | |
| 8. Addressee's Address (<i>ONLY if requested and fee paid</i>) | |

DOMESTIC RETURN RECEIPT

PS Form 3817, July 1983

● **SENDER: Complete items 1, 2, 3 and 4.**

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested. *NA71*

1. ☒ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

CONNIE KERSHNER GINGHER
120 R.E. 3RD ST.
BERWICK, PA. 18603

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P 307 194 065

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X

7. Date of Delivery

pt 4-25-84

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

LIST OF LIENS
VERSUS

Michael D. Viers and Connie L. Viers

Court of Common Pleas of Columbia County, Pennsylvania.

Pa. Gas & Water Company
versus
Michael Viers
No. 22 of Term, 1984
Real Debt \$ 106.22
Interest from
Commission
Costs
Judgment entered
Date of Lien January 6, 1984
Nature of Lien Transcript of Judgment

Dept. of Public Welfare
versus
Michael D. & Connie L. Viers
No. 288 of Term, 1984
Real Debt \$ 5,000.00
Interest from
Commission
Costs
Judgment entered
Date of Lien March 7, 1984
Nature of Lien Reimbursement Agreement

United Penn Bank
versus
Michael D. & Connie L. Viers
No. 1279 of Term, 1984
Real Debt \$13,322.95
Interest from
Commission
Costs
Judgment entered
Date of Lien January 4, 1985
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

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

April 24, 1986

TO: Chris Klinger
Borough of Berwick
344 Market Street
Berwick, PA 18603

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

Please notify our office by return mail if you have any claims against the property described in the descriptions enclosed.

If you have any questions, please feel free to contact this office.

Sincerely,

Connie S. Breech
Deputy Sheriff

CSB/sb

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

April 24, 1986

TO: Connie Kershner Gingher
120 R.E. 3rd St.
Berwick, PA 18603

SUBJECT: Claims against Sheriff Sales

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Please notify our office by return mail if you have any claims against the property described in the descriptions enclosed.

If you have any questions, please feel free to contact this office.

Sincerely,

Connie S. Breech
Deputy Sheriff

CSB/sb

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

April 24, 1986

TO: Thomas C. Zerba, Jr.
Deputy Attorney General
Collection Unit
4th & Walnut Sts.
Harrisburg, PA 17120

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

Please notify our office by return mail if you have any claims against the property described in the descriptions enclosed.

If you have any questions, please feel free to contact this office.

Sincerely,

Connie S. Breech
Deputy Sheriff

CSB/sb

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

April 24, 1986

TO: Internal Revenue Service
Special Procedure Staff
Attn: Michael Harkins
P.O. Box 12050
Phila., PA 19106

SUBJECT: Claims against Sheriff Sales

Dear Sirs:

On May 1, 1986, our office is conducting Sheriff's Sales on the following properties of Clarence & Violet Phillips, Romulo & Debra Castaneda, and Michael & Connie Viers.

Please notify our office by return mail if you have any claims against the property described in the descriptions enclosed.

If you have any questions, please feel free to contact this office.

Sincerely,

Connie S. Breech
Deputy Sheriff

CSB/sb

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

... J. Stephen Buckley - Gen. Mgr., being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on April 10, 17, 24, 1986, 19... exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

... J. Stephen Buckley ...

Sworn and subscribed to before me this 25th day of April, 1986.

Matthew J. Creme
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1989
Member, Pennsylvania Association of Notaries

And now, 19... I hereby certify that the advertising and publication charges amounting to \$... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

DATE 03/01/86 BILL NO. 04547


CONNIE C. GINGER
120 R EAST 3RD ST.
BERWICK, PA. 19603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7642 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

V I E R S M I C H A E L D 8 C O N N I E L
110 W A R R E N S T
B E R N I C K , F A 1 8 6 0 3

IF YOU DESIRE A RECEIPT, ENC. USE A STAMPED ADDRESS ENVELOPE WITH YOUR PAYMENT

| FOR COLUMBIA COUNTY | | 03/01/86 | | 04547 | |
|--|------------|----------------|---|---|--------------------------------------|
| DESCRIPTION | ASSESSMENT | MILLS | LESS DISCOUNT | TAX AMOUNT FACE | INCL. PENALTY |
| COUNTY R.E. TWP/BORO R.E. | 2310 | 22.00 30.00 | 49.80 67.91 | 50.82 60.30 | 55.90 72.77 |
| THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE | | | PAY THIS AMOUNT  | | |
| | | | 117.71 APR 30 IF PAID ON OR BEFORE | 120.12 JUN 30 IF PAID ON OR BEFORE | 128.67 JULY 1 IF PAID AFTER |
| PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5% ACCT NO. 15588 PARCEL 04.3-2-1 110 WARREN ST L-66X45 BUILDINGS 180 2,130 | | | THIS TAX RETURN TO COURT HOUSE JANUARY 23, 1987 | | |
| JE L 8603 | | | THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT REC'D BY TOTAL 2,310 | | |

This property tax not paid as of 4/25/86

Sincerely
Connie Bengtson
Nat Collector

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.2 OF 1985 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST BIDDER AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY, MAY 1, 1986

AT 11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO;

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979 and recorded June 19, 1979 in Deed Book 293, page 84.

AND BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his wife, by deed of United Penn Bank dated November 22, 1983.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on ~~March~~^{May} 1, 1985, file a schedule of Distribution in his office where the same will be available for inspection and distribution will be made in accordance with the schedule unless EXCEPTIONS are filed there to within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the ~~suit~~ of UNITED PENN BANK vs MICHAEL D. VIERS and CONNIE L. VIERS, his wife.

Terms of Sale: Ten(10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight(8) days after Sale.

Said premises will be sold by:

Kepner & Kepner
Attorneys at Law

John R. Adler, Sheriff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 2 OF 1985 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY, FEBRUARY 28, 1985

At 10:00 O'Clock, A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

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AND BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his wife, by deed of United Penn Bank dated November 22, 1983.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on March 1, 1985, file a Schedule of Distribution in his office where the same will be available for inspection and 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 UNITED PENN BANK vs MICHAEL D. VIERS and CONNIE L. VIERS, his wife.

Said premises will be sold by:

Kepner & Kepner
Attorneys at Law

VICTOR B. VANDLING, Sheriff

COPIES TO: Genie Printing. P-E, Legal Ads, Wed, Feb. 6, 13 & 20, 1985. Affidavit request. 1/28
Connie Gingham, Tax Collector / Chris Klingner, Berwick Boro Chief Sewerage Clerk. 1/28

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

2/19/86

CHRIS KLINGER
BOROUGH OF BERWICK
344 MARKET STREET
BERWICK, PA. 18603

Dear Mr. Klinger:

Please find enclosed a copy of a Sheriff's Sale to be held on
Thursday, May 1, 1986 for the property of Michael D. Viers and
Connie L. Viers. Please advise us of any outstanding due bills.

Thank You, Sincerely

Connie Breech, Deputy Sheriff

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

2/19/86

CONNIE GINGHER
TAX COLLECTOR BERWICK BORO
120 E. 3rd. STREET
BERWICK, PA.

ATTENTION MS. GINGHER:

Please find enclosed a copy of a Sheriff's Sale to be held on
Thursday, May 1, 1986 for the property of Michael D. Viers and
Connie L. Viers. Please advise us of any outstanding due taxes.

Thank You, Sincerely

Connie Breech, Deputy Sheriff

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

March 14, 1986

Gentlemen:

Enclosed are property descriptions for Sheriff Sales
scheduled for the near future.

Please contact our office as soon as possible if you have
any claims against these individuals.

Very truly yours,

Connie Breech
Deputy

Enclosures - 5

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.2 OF 1985 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST BIDDER AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA, ON

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Notice is hereby given to all claimants and parties in interest, that the Sheriff will on ~~March 19~~ ^{May 1} 1986, file a schedule of Distribution in his office where the same will be available for inspection and distribution will be made in accordance with the schedule unless EXCEPTIONS are filed there to within ten (10) days thereafter.

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Terms of Sale: Ten(10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight(8) days after Sale.

Said premises will be sold by:

Kepner & Kepner
Attorneys at Law

John R. Adler, Sheriff

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, COMMON-
WEALTH OF PENNA.

NO. 2 of 1985

WRIT OF EXECUTION

SERVICE ON Connie L. Viers

ON February 19, 1986, AT 10:20 a.m., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Connie L. Viers at 110 Warren Street,

Berwick, Pa. by Chief Deputy James

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

So Answers!

Deputy Sheriff

Connie Breech

For:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me
this 25th day of February, 1986

Tami B. Kline
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MO. JAN. 1, 1988

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY, COMMON-
WEALTH OF PENNA.

NO. 2 of 1985

WRIT OF EXECUTION

SERVICE ON Michael D. Viers

ON February 19, 1986, AT 10:20 a.m., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Michael D. Viers at 110 Warren Street,
Berwick, Pa. by Chief Deputy James

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

So Answers?

Deputy Sheriff
Connie Breech

For:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me
this 25th day of February, 1986

Tami B. Kline
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MON JAN. 1, 1988



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
(717) 787-3646

LeRoy S. Zimmerman
ATTORNEY GENERAL

April 29, 1986

Reply To:
15th Floor
Strawberry Square
4th & Walnut Streets
Harrisburg, PA 17120

Ms. Connie S. Breech
Deputy Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

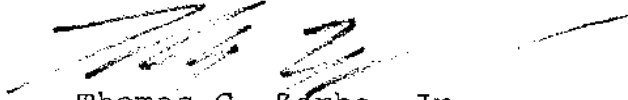
RE: Gregory & Joann Hess; Leo J. &
Janet Yodock; Terry J. & Karen S.
Lupini; Clarence & Violet Phillips;
Romulo & Debra Castaneda; Michael
& Connie Viers; Valentine J. &
Veronica P. Simonds

Dear Ms. Breech:

This is in response to your letters dated April 24 relative to the above captioned matters.

The records of this office show no current claim against any of the above named. It is possible that the Department of Revenue, or other departments of the Commonwealth, may have claims which have not been forwarded to this office for enforcement.

Very truly yours,


Thomas C. Zerbe, Jr.
Deputy Attorney General
Collections Unit



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
(717) 787-3646

LeRoy S. Zimmerman
ATTORNEY GENERAL

April 29, 1986

Reply To:
15th Floor
Strawberry Square
4th & Walnut Streets
Harrisburg, PA 17120

Ms. Connie S. Breech
Deputy Sheriff
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

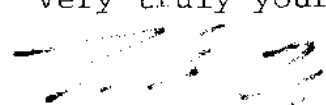
RE: Gregory & Joann Hess; Leo J. &
Janet Yodock; Terry J. & Karen S.
Lupini; Clarence & Violet Phillips;
Romulo & Debra Castaneda; Michael
& Connie Viers; Valentine J. &
Veronica P. Simonds

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This is in response to your letters dated April 24 relative to the above captioned matters.

The records of this office show no current claim against any of the above named. It is possible that the Department of Revenue, or other departments of the Commonwealth, may have claims which have not been forwarded to this office for enforcement.

Very truly yours,


Thomas C. Zerbe, Jr.
Deputy Attorney General
Collections Unit

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

2/21/86

ATT. Ms. Sue Shotwell
C/O Legal Adv. P/E
318 Lackawanna Ave.
Bloomsburg, Pa. 17815

Dear Ms. Shotwell:

Enclosed you will find three advertisings for the following Sheriff's Sales; United Penn Bank vs Michael D. Viers, Atlantic Financial Federal vs Clarence S. Phillips and First Federal Savings and Loan Association vs Romulo Castaneda.

Please run the ads. the following days - April 10, 17 and 24th.
If you have any questions concerning this matter please feel free to contact our office.

Thank You, Sincerely

John R. Adler, Sheriff

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO.2 OF 1985 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST BIDDER AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY, MAY 1, 1986

AT 11:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO;

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979 and recorded June 19, 1979 in Deed Book 293, page 84.

AND BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his wife, by deed of United Penn Bank dated November 22, 1983.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on ~~May~~ ^{May} 1, 1985, file a schedule of Distribution in his office where the same will be available for inspection and distribution will be made in accordance with the schedule unless EXCEPTIONS are filed there to within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of UNITED PENN BANK vs MICHAEL D. VIERS and CONNIE L. VIERS, his wife.

Terms of Sale: Ten(10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight(8) days after Sale.

Said premises will be sold by:

Kepner & Kepner
Attorneys at Law

John R. Adler, Sheriff

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SEIZED AND TAKEN into execution at the suit of UNITED PENN BANK vs MICHAEL D. VIERS and CONNIE L. VIERS, his wife.

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UNITED PENN BANK,
PLAINTIFF,

VS.

MICHAEL D. VIERS and
CONNIE L. VIERS, his wife,
DEFENDANTS.

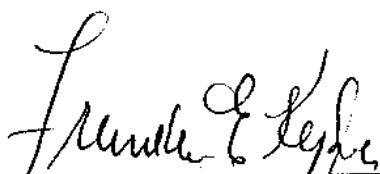
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY
: CIVIL ACTION - LAW
: IN ASSUMPSIT
:
: No. 2 Term 1985 E.D.
: No. 1279 Term 1984 J.D.
:

NOTICE OF SALE OF REAL PROPERTY

TO: CONNIE L. VIERS
110 Warren Street
Berwick, PA 18603

YOU ARE HEREBY notified that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the 1st day of May, 1986, at 11:00 a.m. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.



Franklin E. Kepner, Esquire
Third and Pine Streets
Berwick, Pa 18603
(717) 752-2766

UNITED PENN BANK,
PLAINTIFF,

VS.

MICHAEL D. VIERS and
CONNIE L. VIERS, his wife,
DEFENDANTS.

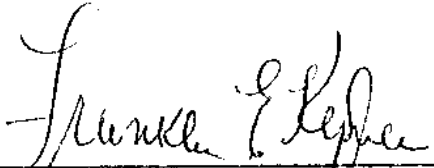
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY
: CIVIL ACTION - LAW
: IN ASSUMPSIT
:
: No. 2 Term 1985 E.D.
: No. 1279 Term 1984 J.D.
:

NOTICE OF SALE OF REAL PROPERTY

TO: MICHAEL D. VIERS
110 Warren Street
Berwick, PA 18603

YOU ARE HEREBY notified that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the 1st day of May, 1986, at 11:00 a.m. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.



Franklin E. Kepner, Esquire
Third and Pine Streets
Berwick, Pa 18603
(717) 752-2766

UNITED PENN BANK,

PLAINTIFF,

VS.

NO. 1279 TERM 1984 J.D.

NO. 2 TERM 1985 E.D.

MICHAEL D. VIERS and

CONNIE L. VIERS, his wife,

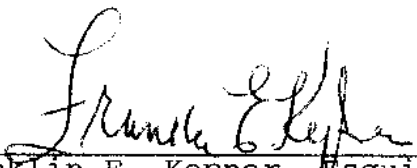
DEFENDANTS.

TO: John Adler Sheriff

Seize, levy, advertise and sell the real estate of
Defendants on the premises located at:

110 Warren Street, Berwick, PA 18603

You are hereby released from all responsibility in
not placing watchman or insurance on real estate levied
on by virtue of this writ.



Franklin E. Kepner, Esquire
3rd & Pine Streets
Berwick, PA 18603

Attorney for Plaintiff

UNITED PENN BANK,

PLAINTIFF,

VS.

NO. 1279 TERM 1984 J.D.

NO. 2 TERM 1985 E.D.

MICHAEL D. VIERS and

CONNIE L. VIERS, his wife,

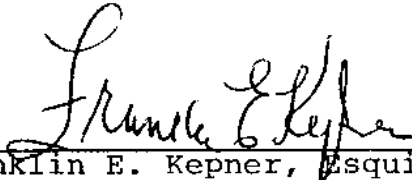
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not placing watchman or insurance on real estate levied
on by virtue of this writ.



Franklin E. Kepner, Esquire
3rd & Pine Streets
Berwick, PA 18603

Attorney for Plaintiff

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Beishline~~ 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

Michael D. Viers and Connie L. Viers

and find as follows:

See photostatic copies attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and
seal of office this 28th day of April
A.D., 19 86

Beverly J. Michael...RECORDER

MORTGAGE

THIS MORTGAGE is made this.....22nd.....day of.... November
19..83 between the Mortgagor, Michael D. Viers and Connie L. Viers, his Wife,
Borough of Berwick, Pa...... (herein "Borrower"), and the Mortgagee, United Penn...
Bank....., a corporation organized and existing
under the laws of the United States of America, whose address is 123 West Front
Street, Berwick, Pennsylvania..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eleven Thousand Five
Hundred and 00/100 (\$11,500)... Dollars, which indebtedness is evidenced by Borrower's note
dated November 22, 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 December 1, 1998.....

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

ALL that certain piece or parcel of land situate in the
Borough of Berwick, County of Columbia and State of Pennsylvania,
bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Warren Street
and Schley Alley; thence along Warren Street south 2
degrees 30 minutes east, a distance of sixty-six (66) feet to an
iron pin; thence north 87 degrees 10 minutes east a distance of
forty-five (45) feet to an iron pin in line of land of Lot No.
32; thence along Lot No. 32, north 2 degrees 30 minutes west, a
distance of sixty-six (66) feet to Schley Alley; thence along
Schley Alley, south 87 degrees 10 minutes west, a distance of
forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by
deed of Victor B. Vandling, Sheriff of Columbia County, dated
June 19, 1979, and recorded June 19, 1979, in Deed Book 293,
at Page 84.

AND BEING the same premises conveyed to Michael D. Viers and
Connie L. Viers, his Wife, by deed of United Penn Bank, dated
November 22, 1983, and about to be recorded herewith.

which has the address of 110 Warren Street, Berwick, Pennsylvania 18603.....
(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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

[Signature] *Michael D. Viers*
Michael D. Viers —Borrower
[Signature]
Connie L. Viers —Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 22nd day of November 1983, before me, g.....
Notary Public, the undersigned officer, personally appeared
..... Michael D. Viers and Connie L. Viers, his wife, known to me (or satisfactorily
proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that
they executed the same for the purposes herein contained.

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

My Commission expires:

[Signature]
Notary Public
Title of Officer
My Commission Expires: 11/21/1985

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County Record Book 326, page 22
on November 28, 1983 at 2:08 p.m.

[Signature]
Beverly J. Michael Acting Recorder

#313
11-28-83
11-28-83
Bul.

Second Mortgage
"This Agreement is subject to the provisions of the Secondary Mortgage Loan Act".

MORTGAGE

THIS MORTGAGE is made this 22nd day of November, 1983, between the Mortgagor, MICHAEL D. VIERS AND CONNIE L. VIERS, his Wife, Borough of Berwick, Pa. (herein "Borrower"), and the Mortgagee, UNITED PENN. BANK, a corporation organized and existing under the laws of the United States of America whose address is 123 West Front Street, Berwick, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Thousand One Hundred and 00/100 (\$2,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 1983 herein "Note", providing for ~~monthly~~ periodic payments of principal and interest, ~~with the balance of the principal sum due and payable on demand~~ due and payable on demand

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

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979, and recorded June 19, 1979, in Deed Book 293, at Page 84.

AND BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his Wife, by deed of United Penn Bank, dated November 22, 1983, and about to be recorded herewith.

which has the address of 110 Warren Street, Berwick, Pennsylvania 18603
(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 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.

PENNSYLVANIA—1 to 4 family—6/75—FNUA/FNUC UNIFORM INSTRUMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

[Signature]

Michael D. Viers

Michael D. Viers

—Borrower

Connie L. Viers

Connie L. Viers

—Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 22nd day of November, 1983 before me, Notary Public, the undersigned officer, personally appeared Michael D. Viers and Connie L. Viers, his Wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

[Signature]

Notary Public

This Office

My Commission Expires: 4/21/1985

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County Record Book 326, page 26
on November 28, 1983 at 2:10 p.m.

Beverly J. Michael Acting Recorder

UNITED PENN BANK, : IN THE COURT OF COMMON PLEAS
PLAINTIFF, : OF THE 26TH JUDICIAL DISTRICT
VS. : COLUMBIA COUNTY
MICHAEL D. VIERS and : CIVIL ACTION - LAW
CONNIE L. VIERS, his wife, : IN ASSUMPSIT
DEFENDANTS. : No. 2 Term 1985 E.D.
: No. 1279 Term 1984 J.D.
:

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF COLUMBIA : ss:

FRANKLIN E. KEPNER, being duly sworn according to law, deposes and says that he is over twenty-one (21) years of age and has made an investigation of CONNIE L. VIERS, the Defendant named above, and has ascertained that the said Defendant is not in the military service or in any branch of the armed forces of the United States or its allies, nor otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its Amendments; that the Defendant is over twenty-one (21) years of age and resides at 110 Warren Street, Berwick, PA 18603.



Franklin E. Kepner, Esquire

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 18th DAY OF FEBRUARY, 1986.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 2-24-86

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

UNITED PENN BANK, _____
PLAINTIFF

vs

MICHAEL D. VIERS and
CONNIE L. VIERS, his wife,
DEFENDANTS.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. _____ 2 _____ Term 19__ 85 E.D.

No. _____ Term 19__ A.D.

No. _____ 1279 _____ Term 19__ 84 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):

ALL THAT CERTAIN piece, parcel or tract of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979 and recorded June 19, 1979 in Deed Book 293, page 84.

ALSO BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his wife, by deed of United Penn Bank, dated November 22, 1983.

| | | |
|--------------------------------------|--------------|------------|
| Amount Due - Principal | \$ 10,857.77 | |
| Other Mortgage Costs as per attached | 1,606.34 | |
| Interest from to 2-11-86 schedule | 1,157.50 | |
| Attorney Collection Fee | 900.00 | |
| Total | \$ 14,521.61 | Plus costs |

as endorsed.

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Helen K. Lean

Deputy

Dated February 11, 1986.
(SEAL)

SCHEDULE "A"
TO
WRIT OF EXECUTION -- MORTGAGE FORECLOSURE
UNITED PENN BANK V. MICHAEL & CONNIE VIER

Costs advanced by United Penn Bank
on Account of Michael D. Viers and
Connie L. Viers or incurred by
Michael D. Viers and Connie L. Viers:

| | | |
|----------|--|-----------|
| 11-30-83 | Real Estate Taxes | \$ 322.89 |
| 11-30-83 | Bull & Bull, Atty. fees | 362.00 |
| 11-30-83 | J.C.Ehrlich-termite eradication | 460.00 |
| 1-2-85 | Sheriff, Columbia County, filing fees | 500.00 |
| 2-20-85 | Frank D'Andrea - appraisal | 75.00 |
| | Late Charges | 139.29 |
| | Escrow Overdraft | 116.56 |
| | Satisfaction fee | 10.00 |

TOTAL COSTS ADVANCED BY UNITED PENN BANK
OR INCURRED BY MICHAEL & CONNIE VIER \$1,985.74

LESS: Payments as follows:

| | |
|---------|---------------|
| 1-10-84 | \$ 25.00 |
| 6-12-84 | 102.40 |
| 4-19-85 | 189.00 |
| 5-7-85 | 21.00 |
| 6-11-85 | 21.00 |
| 8-7-85 | 21.00 |
| | <u>379.40</u> |

NET CHARGES TO MICHAEL & CONNIE VIER: \$1,606.34