

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 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):

ALL THAT CERTAIN piec, 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 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.

| | |
|--|--------------|
| Satisfaction Fee | 5.00 |
| Late Charges | 35.79 |
| Real Estate Taxes paid by Plaintiff | 101.87 |
| Over drawn escrow | 80.50 |
| Amount Due Principal | \$ 11,406.45 |
| Interest xxxx to Nov. 1, 1984 | \$ 793.34 |
| Atty. Collection Fee | 900.00 |
| Interest from 11-1-1984 Total | \$ 13,322.95 |
| | Plus costs |

OFFICE OF SHERIFF
COLUMBIA COUNTY
JAN 4 10 22 AM '85
SHERIFF
CHIEF DEPUTY

as endorsed.

Dated January 4, 1984
(SEAL)

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Helen K. Linn

Deputy

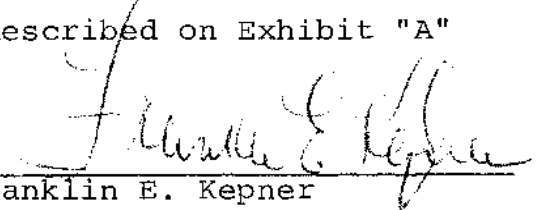
| | | |
|----------------------------|---|-------------------------------|
| UNITED PENN BANK, | : | IN THE COURT OF COMMON PLEAS |
| | : | IN THE 26TH JUDICIAL DISTRICT |
| PLAINTIFF, | : | COLUMBIA COUNTY BRANCH |
| | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| MICHAEL D. VIERS, and | : | NO. 1279 of 1984 |
| CONNIE L. VIERS, His Wife, | : | IN ASSUMPSIT |
| | : | |
| DEFENDANTS. | : | |

NOTICE OF SALE OF REAL PROPERTY

TO: MICHAEL D. VIERS and CONNIE L. VIERS, His Wife
 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 Thursday, the 28th day of February, 1985, at 10:00 A.M. O'Clock 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

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.

IN THE COURT OF COMMON PLEAS
OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
NO. 1279 of 1984
IN ASSUMPSIT

UNITED PENN BANK,

Plaintiff,

vs.

MICHAEL D. VIERA, and CONNIE
L. VIERA, his wife,

Defendants.

Place in county where service of
papers will be accepted:

Kepner & Kepner

ATTORNEYS AT LAW

3RD & PINE STREETS

BERWICK, PENNSYLVANIA 18603

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly, III, being duly sworn accord
and says that Press-Enterprise is a newspaper of general circulation with
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of C
of Pennsylvania, and was established on the 1st day of March, 1902, and h
daily (except Sundays and Legal Holidays) continuously in said Town, Cour
the date of its establishment; that hereto attached is a copy of the
advertisement in the above entitled proceeding which appeared in the issue
on February 6, 13 and 20

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 2 of 1985
issued out of the Court
of Common Pleas of Col
umbia County, to me
directed, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid
ders, for cash in the
Sheriff's Office, Colum
bia County Court House,
Bloomsburg, Pennsyl
vania, on:

Thurs., Feb. 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 Col
umbia and State of Penn
sylvania, bounded and
described as follows, to
wit:

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

7534

Feb. 22, 1985

60-593
313

PAY TO THE
ORDER OF

Press-Enterprise, Inc.

\$ 143.12

One Hundred-Forty Three and 12/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR No. 2-1985 E.D. (Viers)
Legal Ads

Victor B. Vandling

031305936

57281000

05

My Commission

B. Vandling, Sheriff of
Columbia County, dated
June 19, 1979 and
recorded June 19, 1979
in Deed Book 293, page

CRIME N
COLD
SIX EXPIR
MAY 1985 ASS

vertisin
ice, an

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 Sher
iff will on March 1, 1985,
file a Schedule of Distri
bution 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:

Victor B Vandling
Sheriff

VIERS

Sheriffs Sale

\$143.12

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

.....Paul R. Eyerly, III....., being duly sworn accord
and says that Press-Enterprise is a newspaper of general circulation with
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of C
of Pennsylvania, and was established on the 1st day of March, 1902, and h
daily (except Sundays and Legal Holidays) continuously in said Town, Coun
the date of its establishment; that hereto attached is a copy of the
advertisement in the above entitled proceeding which appeared in the issue
onFebruary 6, 13 and 20.....
exactly as printed and published; that the affiant is one of the owners and
newspaper in which legal advertisement or notice was published; that neit
Press-Enterprise are interested in the subject matter of said notice and a
that all of the allegations in the foregoing statement as to time, place,
publication are true.

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

Sworn and subscribed to before me this20th..... day ofFeb.....

.....Matthew J. Vanderschueren.....

(Notary Public)

My Commission

MATTHEW J. VANDERSCHUEREN
NOTARY PUBLIC
MY COMMISSION EXPIRES
Member Pennsylvania Ass

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

.....

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 2 of 1985
issued out of the Court
of Common Pleas of Col
umbia County, to me
directed, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid
ders, for cash in the
Sheriff's Office, Colum
bia County Court House,
Bloomsburg, Pennsylv
ania, on:

Thurs., Feb. 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 Col
umbia and State of Penn
sylvania, bounded and
described as follows, to
wit:

BEGINNING at the south
east corner of Warren
Street and Schley Alley;
thence along Warren
Street south 2 degrees
30 minutes east, a dis
tance of sixty-six (66)
feet to an iron pin;
thence north 87 degrees
10 minutes east a dis
tance 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 min
utes 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 por
tion 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 Sher
iff will on March 1, 1985,
file a Schedule of Distri
bution 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:

Victor B Vandling
Sheriff

HOURS: 9:00 TO 12:00 MON.
 1 HOUR & 50 TO 5
 9 TO 8 DURING DISCOUNT
 MON. 752-7442 ONLY

[illegible]

MR. MICHAEL D. DONNELL
110 MARNEA ST
BENNETT, SPA 18001

PENALTY AT PROPERTY SEIZURE
 SCHOOL 5%
 ACCT NO. 45588
 PARCEL 04-37-2-1
 110-WAREREN ST
 L-86X45
 CHILLINGTONS
 THE TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
 TOTAL 2,310
 130
 2,130
 8/13/84
 20074 CL
 THIS TAX RETURNED TO COURT HOUSE JANUARY 25, 1985

8/13/04

203.74 *cl*

DEWICK HICKROUGH
MAKE CHECKS PAYABLE TO:

COMIE G. CINCER
114 MILLBURY ST.
BERWICK, PA. 18603

HOURS: WED. 9:30-12:00 MON.
 TUE., THUR. & FRI. 9:30-5
 FRI. 9:30-4 DURING DISCOUNT
 PHONE 752-7442 ONLY

| FOR COLLEGE COUNTY | | JUN 30 1984 | | 04537 | |
|---|------------|-------------------|--------------|----------------|--------------|
| DESCRIPTION | ASSESSMENT | MILLS | TAX DISCOUNT | TAX ADJUSTMENT | INC. PENALTY |
| COUNTY R.E. | 2310 | 12.00 | 40.75 | 41.54 | 65.74 |
| TW/BOHO R.E. | 27.00 | 27.00 | 61.12 | 62.37 | 65.49 |
| 405 | | | | | |
| THE DIST. UNIT & THE PENALTY HAVE BEEN COMBINED FOR CONVENIENCE | | 101.87 | | 103.95 | 111.23 |
| PAY THIS AMOUNT | | PAID ON OR BEFORE | | PAID AFTER | |
| JUN 30 | | JUN 30 | | JULY 1 | |

MAA 111
VIERO MICHAEL S & CONNIE L
110 W. 4TH ST
BERNARD, MO
19605

THIS TAX RETURNED TO COURT HOUSE JANUARY 25, 1985

CONNIE C. GINGER

6-31

037
COMM C GINGRICH

TOTAL 2,310

3/5/94

1984 Taxes are all paid



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

VS

Michael D. Viers and
Connie L Viers h/w

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 2 of 1985 ED.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 5, 1985 at 9:40 AM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Michael D. Viers and Connie L. Viers

110 Warren St., Berwick, Penna.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF John J O'Brien

SO ANSWERS:

John J O'Brien

DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

5th DAY OF February 1985

TAMI B. KLINE, PROTHONOTARY
COLUMBIA COUNTY, PENNSYLVANIA

VICTOR B. VANDLING
SHERIFF, COL. CO



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

United Penn Bank

VS

Michael D Viers and
Connie L Viers, his wife

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

NO. 2 of 1985 ED.

WRIT OF EXECUTION

SERVICE ON Michael D Viers

ON January 22, 1985 AT 7:20 PM., 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 St., Berwick, Penna.

by John J O'Brien

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 23 day of January 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

United Penn Bank

VS

Michael D Viers and
Connie L Viers

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

NO. 2 of 1985 ED.

WRIT OF EXECUTION

SERVICE ON Connie L Viers

ON January 10, 1985 AT 11:00 AM. served, a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, _____

Connie L Viers at 110 Warren St., Berwick, Penna.

by John J O'Brien

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 10 day of January 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

UNITED PENN BANK,
Plaintiff,
VS.

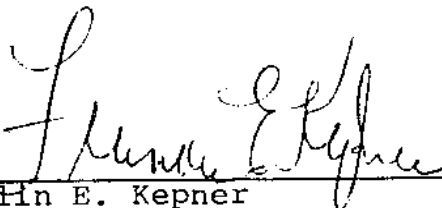
MICHAEL D. VIERS and
CONNIE L. VIERS, His Wife,
Defendants.

: IN THE COURT OF COMMON PLEASE
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO. 1279 of 1984
:
: IN ASSUMPSIT
:
:
:

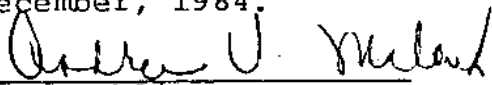
A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS.

I, Franklin E. Kepner, Esquire certify that the last
known address of MICHAEL D. VIERS, is 110 Warren Street,
Berwick, PA 18603.


Franklin E. Kepner

Sworn to and subscribed
before me this 17th day
of December, 1984.


Notary Public
My Commission Expires: 2-24-1986.

DEC 17 1 20 PM '84

Plaintiff,

vs.

MICHAEL D. VIERS and
CONNIE L. VIERS, His Wife,
Defendants.

: IN THE COURT OF COMMON PLEASE
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
: NO.1279 of 1984
: IN ASSUMPSIT

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF COLUMBIA) SS.

I, Franklin E. Kepner, Esquire certify that the last known address of CONNIE L. VIERS, is 110 Warren Street , Berwick, PA, 18603.

Franklin E. Kepner

Sworn to and subscribed
before me this 17th day
of December, 1984.

of December, 1984.
Andrew V. Mital
 Notary Public

My Commission Expires: 2-24-1986

DEC 17 1984
U.S. DEPARTMENT OF JUSTICE

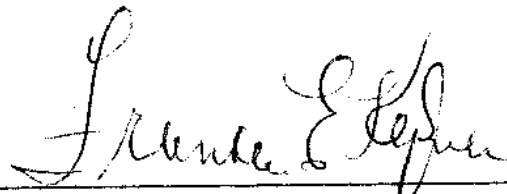
| | | |
|----------------------------|---|-------------------------------|
| UNITED PENN BANK, | : | IN THE COURT OF COMMON PLEAS |
| | : | IN THE 26TH JUDICIAL DISTRICT |
| PLAINTIFF, | : | COLUMBIA COUNTY BRANCH |
| | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| | : | NO. 1279 of 1984 |
| MICHAEL D. VIERS, and | : | |
| CONNIE L. VIERS, His Wife, | : | IN ASSUMPSIT |
| | : | |
| DEFENDANTS. | : | |

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA:

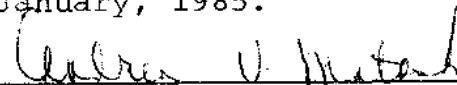
COUNTY OF COLUMBIA :

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 MICHAEL D. 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, resides at 110 Warren Street, Berwick, Pennsylvania, 18603.



 Franklin E. Kepner, Esquire

SWORN TO AND SUBSCRIBED
 before me this 3rd day
 of January, 1985.



 Notary Public
 MY COMMISSION EXPIRES: 2-24-1986

UNITED PENN BANK,

PLAINTIFF,

No. 1279 Term 1984

VS.

MICHAEL D. VIERS and

CONNIE L. VIERS, His Wife,

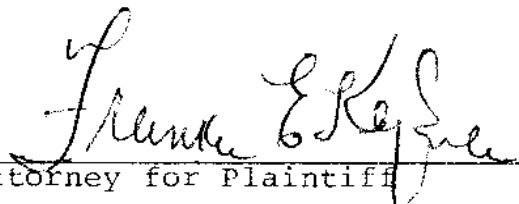
DEFENDANTS.

TO: Victor Vandling Sheriff

Seize, levy, advertise and sell the real estate of the
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.


Attorney for Plaintiff



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

April 15, 1985

Frank Kepner, Sr., Esq.
3rd & Pine Streets
Berwick, Pa. 18603

RE: United Penn Bank
VS: Viers, Michael and Connie
NO: 2 - 1985 E.D.

Dear Frank,

This department is in receipt of your advisement requesting
~~DISCONTINUANCE/SATISFACTION~~/STAY of the scheduled Sheriff's Sale in the
captioned case.

Costs incurred by the Sheriff's Department include Docket,
Levy, Service, Mileage, Advertising, Posting and Adjournment fees totaling
\$97.20. Additionally there is an \$8.00 Surcharge Account fee payable to the
State Treasurer, Henrie Printing (Sale Bills) \$37.25 and Press-Enterprise, Inc.
legal ads \$143.12.

Total cost incurred amounts to \$ 300.57 Thus a refund of
\$ 199.41 is enclosed via check made payable to you as monies returned from
the initial \$ 500.00 advance cost deposit received at time Writ of Execution
was filed.

Very truly yours,

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



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

April 15, 1985

Kris Klinger
Borough of Berwick
Berwick, Pa. 18603

RE: U.P. Bank vs VIERS, Michael & Connie

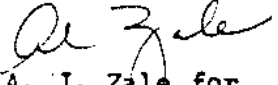
Dear Chris,

You are hereby advised that SHERIFF'S SALE scheduled in the above captioned matter has been STAYED / ~~ABANDONED~~/by counsel for the Plaintiff. Thus the Sale scheduled to be held April 11, 1985 has been cancelled.

~~TAX NOTICES~~ / SEWER BILLS requested are being returned. Defendants continue to be owners of the said property. Should action be again instituted you will be so informed.

A sincere "Thank you" for your cooperation in the matter.

Very truly yours,


A. J. Zale for
Victor B. Vandling

DATE January 29, 1985

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

STATEMENT

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

ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

SHERIFF'S SALE - February 28, 1985 property located at 110
Warren St., Berwick, Pa. owned by Michael Viera. The sewer
bill is as follows:

| | | |
|-------|------------------|-----------|
| # 321 | AUG, SEP, OCT 84 | \$ 112.00 |
| | NOV, DEC, JAN 85 | 36.00 |
| | FEB 85 | 6.00 |

\$ 154.00

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

Christopher Klinger
Chief Sewer Rental Clerk

Christopher Klinger

DATE PAID

PAID BY CHECK NO.

United Penn Bank

VS

Viers, Michael + Connie

THURSDAY,

28 FebruaryNO. 2-1985 E.D.11 April 1985 (Continuance Date)SHERIFF'S COST OF SALE:

| | | |
|--------------------------|------------------|------------------|
| Docket & Levy | \$ <u>14.25</u> | |
| Service | <u>14.00</u> | |
| Mailing | <u>—</u> | |
| Advertising, Sale Bills | <u>9.00</u> | |
| Newspapers | <u>4.00</u> | |
| Posting Handbills | <u>21.00</u> | |
| Mileage | <u>22.00</u> | |
| Crying/Adjourn of Sale | <u>7.00</u> | |
| Sheriff's Deed | <u>10.00</u> | |
| Distribution of Proceeds | <u>9.00</u> | |
| Other | | |
| Total..... | \$ <u>116.25</u> | \$ <u>116.25</u> |

| | | |
|------------------------|------------------|------------------|
| Press-Enterprise, Inc. | <u>143.12</u> | |
| Henrie Printing | <u>37.00</u> | |
| Solicitor's Services | | |
| Total..... | \$ <u>180.37</u> | \$ <u>180.37</u> |

| | | |
|---------------------------|-----------------|-----------------|
| Prothonotary - Liens List | \$ <u>10.00</u> | |
| Deed Notarization | <u>5.00</u> | |
| Total..... | \$ <u>15.00</u> | \$ <u>15.00</u> |

| | | |
|--|-----------------|-----------------|
| Recorder of Deeds, Col. Co. - Copywork | \$ <u>5.00</u> | |
| Deed | <u>13.50</u> | |
| Total..... | \$ <u>18.50</u> | \$ <u>18.50</u> |

REAL ESTATE TAXES:

| | | |
|---|----------|----------|
| Borough/Twp. & County Taxes, 198__ | \$ _____ | |
| School Taxes, District _____, 198__ | _____ | |
| Delinquent Taxes - 198__, 198__, 198__ (TOTAL AMOUNT) | _____ | |
| Total..... | \$ _____ | \$ _____ |

SEWERAGE RENT DUE:

| | | |
|--|---------------------|------------------|
| Municipality - <u>Bloomsburg/Berwick</u> for 198 <u>4.85</u> | Total..... \$ _____ | \$ <u>104.00</u> |
|--|---------------------|------------------|

SURCHARGE FEE (State Treasurer)\$ 8.00

TOTAL TAXES & COSTS ----- \$ _____

PURCHASER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

TOTAL \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Kepner & Kepner

ATTORNEYS AT LAW

3RD & PINE STREETS

BERWICK, PENNSYLVANIA 18603

FRANKLIN E. KEPNER

FRANKLIN E. KEPNER, JR.

AREA CODE 717

752-2766

February 26, 1985

Sheriff's Office
Columbia County Courthouse
Bloomsburg, Pa. 17815

ATTN: Mr. Al Zale

Re: United Penn v. Michael D. and
Connie L. Viers
No. 1279 of 1984

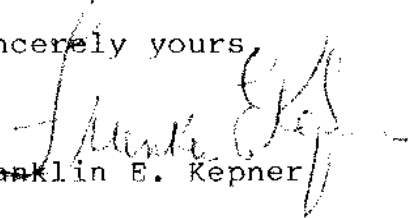
Dear Mr. Zale:

In compliance with the Rules of Civil Procedure No. 3129 (d), please be advised that the above-captioned Sheriff's Sale will be adjourned until April 11, 1985, at 10:00 a.m. in the Sheriff's Office in the Columbia County Courthouse, Bloomsburg, Pennsylvania.

Please announce the new date for the sale to any bidders assembled at the time of the original date for the sale, February 28, 1985, at 10:00 a.m. in your office.

Thank you very kindly.

Sincerely yours,


Franklin E. Kepner

FEK/avm

cc: Mr. Rodney Rohrbach

TERM
SESS. 19_____

ELLSBURG, PA., February 18 1985

7-9 Sheriff

VS.

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

MICHAEL D. VIERS and CONNIE L. VIERS

Court of Common Pleas of Columbia County, Pennsylvania.

| | | |
|---------------------|------------------|------------------------|
| Pa. Gas & Water Co. | No. 22 of | Term, 19 84 |
| | Real Debt | \$ 106.22 |
| | Interest from | |
| versus | Commission | |
| | Costs | |
| Michael Viers | Judgment entered | |
| | Date of Lien | January 6, 1984 |
| | Nature of Lien | Transcript of Judgment |

| | | |
|------------------------------|------------------|-------------------------|
| Dept. of Public Welfare | No. 288 of | Term, 19 84 |
| | Real Debt | \$ 5,000.00 |
| | Interest from | |
| versus | Commission | |
| | Costs | |
| Michael D. & Connie L. Viers | Judgment entered | |
| | Date of Lien | March 7, 1984 |
| | Nature of Lien | Reimbursement Agreement |

| | | |
|------------------------------|------------------|------------------|
| United Penn Bank | No. 1279 of | Term, 19 84 |
| | Real Debt | \$ 13,322.95 |
| | Interest from | |
| versus | Commission | |
| | Costs | |
| Michael D. & Connie L. Viers | Judgment entered | |
| | Date of Lien | January 4, 1985 |
| | Nature of Lien | Default Judgment |

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

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Berishine~~ 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, his wife,

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 22nd day of February A.D., 19 85.

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 22nd day of November 1983 between the Mortgagor, MICHAEL D. VIER'S AND CONNIE L. VIER'S, 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.

PENNSYLVANIA—1 to 4 Family—8/75—FNMA/FNLMC 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 recording hereof.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

[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, 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 g..... 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: 4/21/1985

(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.

Dorothy J. Michael Acting Recorder

#313
50 13.00
Bull.

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 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):

ALL THAT CERTAIN piec, 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 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.

| | |
|--|--------------|
| Satisfaction Fee | 5.00 |
| Late Charges | 35.79 |
| Real Estate Taxes paid by Plaintiff | 101.87 |
| Over drawn escrow | 80.50 |
| Amount Due Principal | \$ 11,406.45 |
| Interest from ^{xxxx} to Nov. 1, 1984 | \$ 793.34 |
| Atty. Collection Fee | 900.00 |
| Interest from ^{Total} 11-1-1984 | \$ 13,322.95 |

Plus costs

OFFICE OF SHERIFF
COLUMBIA COUNTY
JAN 4 10 23 AM '85
SHERIFF
CHIEF DEPUTY

As endorsed.

Dated January 4, 1984
(SEAL)

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By: Allen K. Linn Deputy

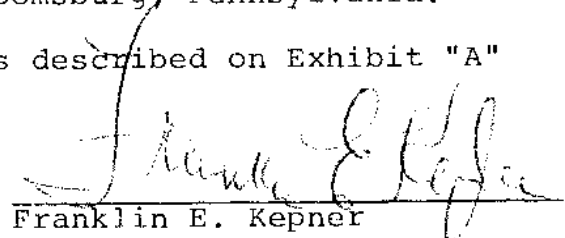
| | | |
|----------------------------|---|-------------------------------|
| UNITED PENN BANK, | : | IN THE COURT OF COMMON PLEAS |
| | : | IN THE 26TH JUDICIAL DISTRICT |
| PLAINTIFF, | : | COLUMBIA COUNTY BRANCH |
| | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| MICHAEL D. VIERS, and | : | NO. 1279 of 1984 |
| CONNIE L. VIERS, His Wife, | : | IN ASSUMPSIT |
| | : | |
| DEFENDANTS. | : | |

NOTICE OF SALE OF REAL PROPERTY

TO: MICHAEL D. VIERS and CONNIE L. VIERS, His Wife
 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 _____ day of _____, 1985, at _____ 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

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.

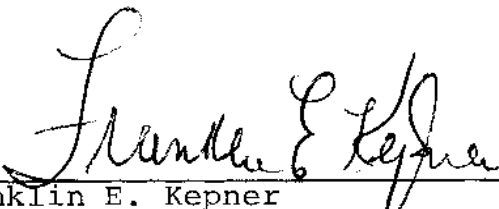
| | | |
|----------------------------|---|-------------------------------|
| UNITED PENN BANK, | : | IN THE COURT OF COMMON PLEAS |
| | : | IN THE 26TH JUDICIAL DISTRICT |
| PLAINTIFF, | : | COLUMBIA COUNTY BRANCH |
| | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| MICHAEL D. VIERS, and | : | NO. 1279 of 1984 |
| CONNIE L. VIERS, His Wife, | : | |
| | : | IN ASSUMPSIT |
| DEFENDANTS. | : | |

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

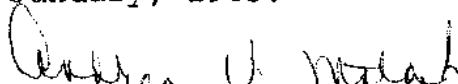
COUNTY OF COLUMBIA :

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, resides at 110 Warren Street, Berwick, Pennsylvania, 18603.



 Franklin E. Kepner

SWORN TO AND SUBSCRIBED
before me this 3rd day
of January, 1985.



 Notary Public

MY COMMISSION EXPIRES: 2-24-1986

UNITED PENN BANK,

PLAINTIFF,

No. 1279

Term 1984

VS.

MICHAEL D. VIERS and

CONNIE L. VIERS, His Wife,


DEFENDANTS.

TO: Victor Vandling Sheriff

Seize, levy, advertise and sell the real estate of the
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.



Attorney for Plaintiff

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.