

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 30th day of MAY 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ATLANTIC FINANCIAL FEDERAL, 31 W. Market Street, Wilkes-Barre, Luzerne County, Pennsylvania

for the price or sum of Six Hundred Sixty-Five and 35/100 (\$665.35) plus Thirteen and 30/100 (\$13.30) Poundage ----- Dollars

being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs

	Sale Cost	\$117.60	
Columbia County Sheriff's Dept.	Poundage	13.30	
			\$130.90
Press-Enterprise, Inc.			166.64
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Connie C. Gingher, Tax Collector Berwick Boro. (Parcel No. 04.4-03-100-21-7)			205.86
Borough of Berwick (Sewerage Bill)			94.50
State Treasurer (Surcharge Fee)			10.00

SUSQUEHANNA SAVINGS ASSOC.  
now known as  
ATLANTIC FINANCIAL FEDERAL

VS

EUGENE GORDINEER AND VALERIE  
GORDINEER, formerly his wife  
NO. 148 - 1985 J.D.  
NO. 22 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
31 MAY 1985

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

SUSQUEHANNA SAVINGS ASSOC.  
now known as ATLANTIC FINANCIAL  
FEDERAL

Plaintiff

vs.

EUGENE GORDINEER AND  
VALERIE GORDINEER, formerly his wife,

Defendants

: IN THE COURT OF COMMON PLEAS

: OF COLUMBIA COUNTY

: CIVIL ACTION-LAW

:

Action of Mortgage Foreclosure

:

:

No. 148 of 1985

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

To Eugene Cordineer and Valerie Cordineer, formerly his wife, Defendants herein and title owners of the real estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Columbia County, Pennsylvania on *Thursday, May 30*, 1985, at *10:00* o'clock A.M. in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:


BEGINNING at an iron pin on the northerly right-of-way of Maple Road, said pin being at the southeast corner of Lot No. 152; THENCE along the northerly right-of-way of Maple Road South 71 degrees 22 minutes East, 75.00 feet to an iron pin at the southwest corner of Lot No. 150; THENCE along the westerly line of Lot No. 150 North 18 degrees 38 minutes East, 150.00 feet to an iron pin on the southerly line of Lot No. 163; THENCE along the southerly line of Lot Nos. 163 and 162 North 71 degrees 22 minutes West,

75.00 feet to an iron pin at the northeast corner of Lot No. 152; THENCE along the easterly line of Lot No. 152 South 18 degrees 38 minutes West, 150.00 feet to the place of beginning. CONTAINING 11,250.00 square feet of land in all.

BEING the same premises conveyed by Janet K. Yodock and Leo J. Yodock, Jr., her husband, to Eugene Gordineer and Valerie Gordineer, his wife, the Defendants herein, by deed dated October 26, 1977 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 284, page 184.

IMPROVED with a single family dwelling which has the address of 408 Maple Road, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on MAY 31, 1985, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

  
\_\_\_\_\_  
JOSEPH SERLING, ESQ.  
960 United Penn Bank Bldg.  
Wilkes-Barre, Pa. 18701



LIST OF LIENS

VERSUS

EUGENE GORDINEER and VALERIE GORDINEER, formerly his wife

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association  
n/k/a Atlantic Financial Federal  
versus  
Eugene & Valerie Gordineer

No. 148 of Term, 1985  
Real Debt ||\$38,485.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien April 3, 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

versus

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

versus

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

State of Pennsylvania }  
County of Columbia } ss.

BEVERLY J. MICHAEL

I, ~~FRANK BERTHKE~~, 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

Eugene Gordineer and Valerie Gordineer

and find as follows:

See photostatic copy attached.

Fee . \$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 28th day of May  
A.D., 1985

*Beverly J. Michael*.....RECORDER

# MORTGAGE

THIS MORTGAGE is made this 26<sup>th</sup> day of October 1977, between the Mortgagor, EUGENE GORDINEER and VALERIE GORDINEER, his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-four thousand nine hundred (\$34,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 2002;

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:

BEGINNING at an iron pin on the northerly right-of-way of Maple Road, said pin being at the southeast corner of Lot No. 152; THENCE along the northerly right-of-way of Maple Road South 71 degrees 22 minutes East, 75.00 feet to an iron pin at the southwest corner of Lot No. 150; THENCE along the westerly line of Lot No. 150 North 18 degrees 38 minutes East, 150.00 feet to an iron pin on the southerly line of Lot No. 163; THENCE along the southerly line of Lot Nos. 163 and 162 North 71 degrees 22 minutes West, 75.00 feet to an iron pin at the northeast corner of Lot No. 152; THENCE along the easterly line of Lot No. 152 South 18 degrees 38 minutes West, 150.00 feet to the place of beginning. CONTAINING 11,250.00 square feet of land in all.

BEING the same premises conveyed by Janet K Yodock and Leo J Yodock, Jr., her husband, to Eugene Gordeneer and Valerie Gordeneer, his wife, the Mortgagors herein, by deed dated Oct 26 1977 and about to be recorded in the office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

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

This is a purchase money mortgage.

IMPROVED with a single family dwelling

which has the address of 408 Maple Road, Berwick, Columbia County,  
(Street) (City)  
Pennsylvania,  
(State and Zip Code) (herein "Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

Eugene Gordineer  
Eugene Gordineer — Borrower

Valerie Gordineer  
Valerie Gordineer — Borrower

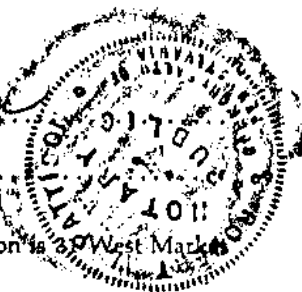
COMMONWEALTH OF PENNSYLVANIA, County ss:

On this, the 26th day of October, 1977, before me, the undersigned officer, personally appeared, EUGENE GORDINEER and VALERIE GORDINEER, 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:

Joseph D. Pettis  
Title of Officer



I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings Association is 20 West Market Street, Wilkes-Barre, Pa.

Joseph Serling, Attorney for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 186 Page 938, etc.

Witness my hand and Seal of Office this 27th day of Oct., 1977.

10:39 a.m.

Marvin J. Bower

REC'D BY RECORDER  
COLUMBIA CO., PA.  
OCT 27 10 39 AM '77

Mortgage

EUGENE GORDINEER and  
VALERIE GORDINEER, his  
wife,

TO

Susquehanna Savings  
Association

DATE: October 1977

PREMISES: 408 Maple Road,  
Berwick, Pennsylvania

REAL DEBT: \$34,900.00

MONTHLY PAYMENT: 292.89

Record and Return to

Joseph Serling  
Attorney for Association

960 United Penn Bank Bldg.  
Wilkes-Barre, Pennsylvania

Dale Durr

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

7768

June 17, 1985 60-593  
313

PAY TO THE ORDER OF Connie C. Gougher - Tax Collector \$ 205.86  
Two Hundred five and 86/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR NO. 22-1985 E.D. (Goldmine) Victor B. Vandling, 988  
TAXED NO. 04-4-03-100-21-7 0103130593B 572MB1000 05

DATE 6/11/86  
63/01/85 01770

Two/8080 R.E.

78.84  
127.02

205.86  
JUN 30

GORDINEER, EUGENE & VALERIE  
408 MAPLE ROAD  
PARK PLACE VILLAGE  
BERWICK, PA 18603

04-4-03-100-21-7  
LOT 151 75X150 250  
BUILDINGS 4,130

4,380

all  
When this is not paid for 1985 early 5/6/85

Thank you  
Connie Gougher

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717) -

001007

344 MARKET ST. BERWICK, PA. 18603

DATE May 8, 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-May 30, 1985 property located at 408 Maple Road, Berwick, Pa. and owned by Eugene Gardineer. The sewer rental bill is as follows:

# 43,184	JAN, FEB, MAR 1985	\$ 82.50
	APR, MAY 1985	+ 12.00
		\$ 94.50

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.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

7769

PAY  
TO THE  
ORDER OF

*Borough of Berwick*

*Ninety four and 50/100*

\$ *94.50*

DOLLARS

*June 17, 1985*

60-583  
313



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *No. 22 - 1985 E.D. (Gardineer)*

*sewerage bill overdue*

⑆031305936⑆

57281000

05

*Victor B. Vandling*

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 30th day of MAY 19 85, at 10:00

o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ATLANTIC FINANCIAL FEDERAL, 31 W. Market Street, Wilkes-Barre, Luzerne County, Pennsylvania

for the price or sum of Six Hundred Sixty-Five and 35/100 (\$665.35) plus Thirteen and 30/100 (\$13.30) Poundage ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

	Sale Cost	\$117.60
Columbia County Sheriff's Dept.	Poundage	13.30
		\$130.90
Press-Enterprise, Inc.		166.64
Henrie Printing		37.25
Prothonotary of Columbia County		15.00
Recorder of Deeds of Columbia County		18.50
Connie C. Gingher, Tax Collector Berwick Boro. (Parcel No. 04.4-03-100-21-7)		205.86
Borough of Berwick (Sewerage Bill)		94.50
State Treasurer (Surcharge Fee)		10.00

SUSQUEHANNA SAVINGS ASSOC.  
now known as  
ATLANTIC FINANCIAL FEDERAL

VS

EUGENE GORDINEER AND VALERIE  
CORDINEER, formerly his wife  
NO. 148 - 1985 J.D.  
NO. 22 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
31 MAY 1985

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 30th day of MAY 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ATLANTIC FINANCIAL FEDERAL, 31 W. Market Street, Wilkes-Barre, Luzerne County, Pennsylvania

for the price or sum of Six Hundred Sixty-Five and 35/100 (\$665.35) plus Thirteen and 30/100 (\$13.30) Poundage ----- Dollars being the highest and best bidder, and that the highest and best price

bidden for the same; which I have applied as follows, viz: To costs	
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Columbia County Sheriff's Dept.	Poundage 13.30
	\$130.90
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SUSQUEHANNA SAVINGS ASSOC.  
now known as  
ATLANTIC FINANCIAL FEDERAL

VS

EUGENE GORDINEER AND VALERIE  
GORDINEER, formerly his wife  
NO. 148 - 1985 J.D.  
NO. 22 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
31 MAY 1985

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

SUSQ. SAV. ASSOC. Atlantic Int'l VS Gardiner, Eugene & Valerie

THURSDAY, MAY 30, 1985

NO. 22-1985 ED.

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>	
Service	<u>21.00</u>	
Mailing	<u>6.00</u>	
Advertising, Sale Bills	<u>9.00</u>	
Newspapers	<u>9.00</u>	
Posting Handbills	<u>21.00</u>	
Mileage	<u>11.00</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>117.00</u>	\$ <u>117.00</u>

Press-Enterprise, Inc.	<u>166.44</u>	
Henrie Printing	<u>37.25</u>	
Solicitor's Services	<u>—</u>	
Total.....	\$ <u>203.59</u>	\$ <u>203.59</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 <u>5</u>	\$ <u>200.86</u>	
School Taxes, District <u>          </u> , 198 <u>  </u>	<u>          </u>	
Delinquent Taxes - 198 <u>  </u> , 198 <u>  </u> , 198 <u>  </u> (TOTAL AMOUNT)	<u>          </u>	
Total.....	\$ <u>200.86</u>	\$ <u>200.86</u>

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 198 <u>5</u>	Total..... \$ <u>94.50</u>	\$ <u>94.50</u>
---	----------------------------	-----------------

SURCHARGE FEE (State Treasurer)

\$ 10.00

TOTAL TAXES & COSTS ----- \$ 327.85

PURCHASER: Plt. Sheriff

BID PRICE: \$ 200.86 POUNDAGE \$ —

TOTAL ..... \$ 200.86

DEED IN NAME OF: Atlantic Int'l

REALTY TRANSFER TAX \$ — STATE STAMPS \$ —

31 W. Hancock St.  
Williamsport, Pa.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF EXAMINATION  
POST OFFICE BOX 8910  
HARRISBURG, PA 17105

# JUDICIAL SALE REALTY TRANSFER TAX AFFIDAVIT OF VALUE

Please Print or Type  
See Reverse for Instructions

Recorder's Use Only ☐

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds. If more space is needed, attach additional sheet(s).

## A TRANSFER DATA

Grantor(s) Sheriff of Columbia County		Grantee(s) Atlantic Financial Federal	
Street Address Columbia County Court House,		Street Address 31 W. Market St.,	
City Bloomsburg, Pa.	State 17815	City Wilkes-Barre, Pa.	State Zip Code

## B PROPERTY LOCATION

Street Address 408 Maple Rd., Berwick,	Tax Parcel Number
City, Township, Borough Berwick Borough, Columbia County	County Columbia

## C FORECLOSURE DATA

Plaintiff - Enter Complete Name:  
Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal

VS.

Defendant - Enter Complete Name:  
Eugene Gordineer and Valerie Gordineer, formerly his wife

Name of Successful Bidder:  
Atlantic Financial Federal

## D VALUATION DATA

NOTE: TOTAL CALCULATIONS MUST BE SHOWN IN ALL COLUMNS	JUDGMENT PLUS PRIOR LIENS	BID PRICE	ASSESSED VALUE
Highest Assessed Value			\$
Judgment Plus Interest	\$		
Bid Price		\$	
Prior Recorded Lien	\$	\$	
Prior Recorded Mortgage	\$	\$	
Prior Recorded Mortgage	\$	\$	
Unpaid Real Estate Taxes	\$	\$	
Water Rent Due	\$	\$	
Sewage Rent Due	\$	\$	
Attorney Fees	\$	\$	
Other (Costs, etc.)	\$	\$	
TOTAL	\$	\$	\$

## E EXEMPTION DATA

1. Amount of Exemption Claimed	Percentage of Interest Conveyed
--------------------------------	---------------------------------

2. Check Appropriate Box Below for Exemption Claimed.

- ☒ Transfer to mortgagee instituting sale
- ☐ Transfer to municipality acquiring tax delinquent property
- ☐ Transfer to Farmers Home Administration, Veterans Administration or similar Federal agency, if mortgage
- ☐ Other (Please explain exemption claimed if other than those listed above.)

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Preparer

*Joseph Seeling*

(SEE REVERSE SIDE)

Date

5-30-85



Gordineer  
Sheriff's Sale

Affidavit      164.64  
                         2.00  
                         166.64

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 22 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 Court House, Bloomsburg, Columbia County, Pa., on:  
Thurs., May 30, 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 or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:  
Beginning at an iron pin on the right-of-way of the South-  
East, Lot No. 71, containing 1.00 acre of land, more or less, and being the same premises conveyed by Janet K. Yodock and Leo J. Yodock, Jr., her husband, to Eugene Gordineer and Valerie Gordineer, his wife, by deed dated October 26, 1977 and recorded in the Office of the Recorder of Deeds in Columbia County, Pennsylvania, in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.  
Seized and taken into execution at the suit of Susquehanna Savings Association now known as Atlantic Financial Federal vs. Eugene Gordineer and Valerie Gordineer, formerly his wife. Said premises will be sold by:  
Victor Vandling  
Sheriff of Columbia County  
Joseph Serling, Atty.

newspaper in which legal advertisement or notice was published: Press-Enterprise are interested in the subject matter of said that all of the allegations in the foregoing statement and publication are true.

Sworn and subscribed to before

7733

MAY 29 1985

\$ 166.64

DOLLARS

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

Press-Enterprise, Inc.

One Hundred Sixty-Six and 64/100

Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR No. 22-1985 E.D. (Gordineer)

RECEIVED

Victor B. Vandling

572-10-0105

that the advertising in the foregoing notice, and

the same premises conveyed by Janet K. Yodock and Leo J. Yodock, Jr., her husband, to Eugene Gordineer and Valerie Gordineer, his wife, by deed dated October 26, 1977 and recorded in the Office of the Recorder of Deeds in Columbia County, Pennsylvania, in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.  
Seized and taken into execution at the suit of Susquehanna Savings Association now known as Atlantic Financial Federal vs. Eugene Gordineer and Valerie Gordineer, formerly his wife. Said premises will be sold by:  
Victor Vandling  
Sheriff of Columbia County  
Joseph Serling, Atty.

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

... Paul R. Eyerly, III, being duly sworn according to the oath of office and says that Press-Enterprise is a newspaper of general circulation with its place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State of Pennsylvania, the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue of the newspaper on May 8, 15, and 22, 1985, exactly as printed and published; that the affiant is one of the owners and publishers of the newspaper in which legal advertisement or notice was published; that neither the Press-Enterprise nor its owners 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 publication are true.

*Paul R. Eyerly, III*

Sworn and subscribed to before me this 24th day of May, 1985.

*Matthew J. ...*  
(Notary Public)

My Commission Expires ...

Member, Pennsylvania Association of Notaries

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

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 22 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 Court House, Bloomsburg, Columbia County, Pa., on:

Thurs., May 30, 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 or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northerly right-of-way of Maple Road, said pin being at the southeast corner of Lot No. 152; THENCE along the northerly right-of-way of Maple Road South 71 degrees 22 minutes East, 75.00 feet to an iron pin at the southwest corner of Lot No. 150; THENCE along the westerly line of Lot No. 150 North 18 degrees 38 minutes East, 150.00 feet to an iron pin on the southerly line of Lot No. 163; THENCE along the southerly line of Lot Nos. 163 and 162 North 71 degrees 22 minutes West, 75.00 feet to an iron pin at the northeast corner of Lot No. 152; THENCE along the easterly line of Lot No. 152 South 18 degrees 38 minutes West, 150.00 feet to the place of beginning. CONTAINING 11,250 square feet of land in all.

BEING the same premises conveyed by Janet K. Yodock and Leo J. Yodock, Jr., her husband, to Eugene Gordineer and Valerie Gordineer, his wife, the Defendants herein, by deed dated October 26, 1977 and recorded in the Office of the Recorder of Deeds in Columbia County, Pennsylvania, in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of Susquehanna Savings Association now known as Atlantic Financial Federal vs. Eugene Gordineer and Valerie Gordineer, formerly his wife. Said premises will be sold by:

Victor Vandina  
Sheriff of  
Columbia County

Joseph Serling, Atty.



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF EXAMINATION  
POST OFFICE BOX 8910  
HARRISBURG, PA 17105

# JUDICIAL SALE REALTY TRANSFER TAX AFFIDAVIT OF VALUE

Please Print or Type  
See Reverse for Instructions

Recorder's Use Only ☐

Book Number

Page Number

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Complete each section and file in duplicate with Recorder of Deeds. If more space is needed, attach additional sheet(s).

## A TRANSFER DATA

Grantor(s)

Grantee(s)

Sheriff of Columbia County

Atlantic Financial Federal

Street Address

Street Address

Columbia County Court House,

31 W. Market St.,

City

State

Zip Code

City

State

Zip Code

Bloomsburg, Pa. 17815

Wilkes-Barre, Pa.

## B PROPERTY LOCATION

Street Address

Tax Parcel Number

408 Maple Rd., Berwick,

City, Township, Borough

County

Berwick Borough, Columbia County

Columbia

## C FORECLOSURE DATA

Plaintiff - Enter Complete Name:

Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal

vs.

Defendant - Enter Complete Name:

Eugene Gordineer and Valerie Gordineer, formerly his wife

Name of Successful Bidder:

Atlantic Financial Federal

## D VALUATION DATA

NOTE: TOTAL CALCULATIONS MUST  
BE SHOWN IN ALL COLUMNS

JUDGMENT PLUS  
PRIOR LIENS

BID PRICE

ASSESSED VALUE

Highest Assessed Value

Judgment Plus Interest

Bid Price

Prior Recorded Lien

Prior Recorded Mortgage

Prior Recorded Mortgage

Unpaid Real Estate Taxes

Water Rent Due

Sewage Rent Due

Attorney Fees

Other (Costs, etc.)

TOTAL

## E EXEMPTION DATA

1. Amount of Exemption Claimed

Percentage of Interest Conveyed

2. Check Appropriate Box Below for Exemption Claimed.

- ☒ Transfer to mortgagee instituting sale
- ☐ Transfer to municipality acquiring tax delinquent property
- ☐ Transfer to Farmers Home Administration, Veterans Administration or similar Federal agency, if mortgage
- ☐ Other (Please explain exemption claimed if other than those listed above.)

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Preparer

(SEE REVERSE SIDE)

Date

5-30-85

AFFIDAVIT AND IDENTIFICATION

I, GERALD SEMAN, of Exeter, Luz. Co. Pa.  
 (Name)

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

with mortgage foreclosure filed in the Sheriff's Office of Columbia County against  
Eugene Gordineer and Valerie Gordineer, formerly h/w which is scheduled for Sheriff  
(Mortgagor)  
 Sale on May 30, 1985 and that I am authorized to  
(Date)  
 make this affidavit on behalf of Atlantic Financial Federal  
(Mortgagee)

I further depose and say that the said Eugene Gordineer and Valerie Gordineer,  
(Mortgagor)  
 does not come within any of the provisions of the Act of General Assembly of Penn-  
 sylvania, being House Bill No. 500 Session of 1983 which would preclude the Sheriff of  
 Columbia County from proceeding with this Sheriff's Sale scheduled for May 30, 1985  
(Date) and I hereby direct the Sheriff to proceed with said sale

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

Sworn to and subscribed to before me

this 23rd day of May, 1985.

*Kenny J. Keating*

*Gerald J. Seman*  
 Mortgagee -- Gerald Seman

SUSQUEHANNA SAVINGS ASSOC.  
now known as ATLANTIC FINANCIAL  
FEDERAL

Plaintiff

vs.

EUGENE GORDINEER AND  
VALERIE GORDINEER, formerly his wife,

Defendants

: IN THE COURT OF COMMON PLEAS  
:  
: OF COLUMBIA COUNTY

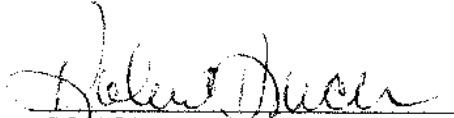
: CIVIL ACTION-LAW

: Action of Mortgage Foreclosure

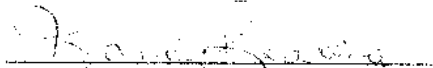
:  
: No. 148 of 1985

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

ROBERT RUCH being duly sworn according to law deposes and says that he is the Manager of the Delinquent Loan Department of Atlantic Financial Federal's Northeast Region, and as such is authorized to make this Affidavit in its behalf, that to the best of his personal knowledge, information and belief, the names and last known address of the Defendants, Eugene Gordineer and Valerie Gordineer, formerly his wife, is 408 Maple Road, Berwick, Columbia County, Pennsylvania.

  
ROBERT RUCH

Sworn to and subscribed  
before me this 14th day  
of March, 1985.

  
Notary Public

My Commission Expires:

AFFIDAVIT OF NON MILITARY SERVICE  
OF DEFENDANTS

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ~~DELAWARE~~ COLUMBIA :

ROBERT RUCH being duly sworn according  
to law, does depose and say that he did, upon request of  
SUSQUEHANNA SAVINGS ASSOC. now known as ATLANTIC FINANCIAL FEDERAL  
investigate the status of EUGENE GORDINEER AND VALERIE GORDINEER, formerly his wife  
with regard to the Soldiers' and Sailors' Civil Relief Act of  
1940; and that he made such investigation personally \_\_\_\_\_  
\_\_\_\_\_ and your affiant avers that \_\_\_\_\_  
they ~~is~~/are not now, nor ~~was~~/were ~~xx~~/they, within a  
period of three months last, in the military or naval service of the  
United States within the purview of the aforesaid Soldiers' and  
Sailors' Civil Relief Act of 1940.

Robert Ruch  
ROBERT RUCH

Sworn to and subscribed before me

this 14th day of March, 1985.

Karen J. [Signature]  
Notary Public

My Commission Expires:



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Susquehanna Savings Assn.  
now known as Atlantic Financial  
Federal

vs

Eugene Gordineer and Valerie Gordineer  
formerly his wife

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. 22 of 1985 ED.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 1, 1985 at 10:20 AM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Eugene Gordineer and Valerie Gordineer

408 Maple Rd., Berwick, Penna. 18603

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY

DEPUTY SHERIFF John J O'Brien and Victor B. Vandling Sheriff

SO ANSWERS:

John J O'Brien  
DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

1st DAY OF May 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

Susquehanna Savings Assn. Now  
Atlantic Financial Federal

VS

Eugene Gordineer and Valerie  
Gordineer

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

NO. 22 of 1985 ED.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON April 22 1985 AT 9:45 AM., a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the  
defendant Eugene Gordineer and Valerie Gordineer

408 Maple Rd., Berwick, Penna. by \_\_\_\_\_

John J O'Brien and Glenn Webber

So Answers:

John J O'Brien and Glenn Webber

Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me

this 22 day of April 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. DOTY, DEPUTY  
TRUDY A. STOUT, DEPUTY

SUSQUEHANNA SAVINGS ASSOC. now known  
as ATLANTIC FINANCIAL FEDERAL

vs

EUGENE GORDINEER AND VALERIE  
GORDINEER, formerly his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 22 - 1985 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON Valerie Gordineer

On April 12, 1985, sent a true and attested copy of the  
within Writ of Execution and a true copy of the Notice of Sheriff's Sale  
of Real Estate to Valerie Gordineer, 408 Maple Road, Berwick, Pa.

by Certified Mail, Return Receipt Requested No.  
P 307 193 990. Said Valerie Gordineer received  
same on April 22, 1985 per signature of Valerie Gordineer  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 990  
is attached.

So Answers:

A. J. Zale  
A. J. Zale  
Chief Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling  
Sheriff of Col. Co.

Sworn and subscribed before me  
this 24th day of April 1985

Tami B. Kline  
Prothonotary, Columbia County, Pa.



## *Sheriff's Sale*

By virtue of a Writ of Execution No. 22 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 Court House, Bloomsburg, Columbia County, Pa., on Thursday, May 30, 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 or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the northerly right-of-way of Maple Road, said pin being at the southeast corner of Lot No. 152; THENCE along the northerly right-of-way of Maple Road South 71 degrees 22 minutes East, 75.00 feet to an iron pin at the southwest corner of Lot No. 150; THENCE along the westerly line of Lot No. 150 North 18 degrees 38 minutes East, 150.00 feet to an iron pin on the southerly line of Lot No. 163; THENCE along the southerly line of Lot Nos. 163 and 162 North 71 degrees 22 minutes West, 75.00 feet to an iron pin at the northeast corner of Lot No. 152; THENCE along the easterly line of Lot No. 152 South 18 degrees 38 minutes West, 150.00 feet to the place of beginning. CONTAINING 11,250.00 square feet of land in all.

BEING the same premises conveyed by Janet K. Yodock and Leo J. Yodock, Jr., her husband, to Eugene Gordineer and Valerie Gordineer, his wife, the Defendants herein, by deed dated October 26, 1977 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 284, page 184.

IMPROVED with a single family dwelling which has the address of 408 Maple Road, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on MAY 31, 1985, file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of Susquehanna Savings Association now known as Atlantic Financial Federal vs. Eugene Gordineer and Valerie Gordineer, formerly his wife.

SAID premises will be sold by:

VICTOR VANDLING

SHERIFF OF COLUMBIA COUNTY

5-1 JOSEPH SERLING, ATTORNEY

### COPIES TO:

- 1-1 Henrie Printing.
- 4-1 P/E, Legal Ads, Wed., May 8, 15 & 22, 1985. Affidavit requested.
- 5-1 Connie Ginger, Tax Collector.
- 5-1 Kris Klinger, Berwick Boro, Sewerage Clerk.

SUSQUEHANNA SAVINGS ASSOC.  
now known as ATLANTIC FINANCIAL  
FEDERAL

Plaintiff

vs.

EUGENE GORDINEER AND  
VALERIE GORDINEER, formerly his wife,

Defendants

: IN THE COURT OF COMMON PLEAS

: OF COLUMBIA COUNTY

: CIVIL ACTION-LAW

: Action of Mortgage Foreclosure

: No. 148 of 1985

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically to these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may be able to petition the court to open or strike the judgment against you. In addition you may be able to petition to set aside the sale for; (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

SUSQUEHANNA LEGAL SERVICES  
R.D. #4  
Bloomsburg, Pa. 17815

(717) 784-8760

now known as ATLANTIC FINANCIAL FEDERAL

No. 148 Term 1985

EUGENE GORDINEER AND

VALERIE GORDINEER, formerly his wife,

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the <sup>Real</sup>~~personal~~ property of the defendant on the premises located at  
408 Maple Road, Berwick, Columbia County, Pennsylvania.

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

License Number

which vehicle may be located at \_\_\_\_\_

You are hereby released from all responsibility in not placing watchman or insurance on ~~xxxxxx~~<sup>Real person</sup> property levied on by virtue of this writ. ~~REDACTED xxxxxxxxxxxxxx and storage charges.~~

*Asplenium platyneuron* L.