

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 18th day of JULY 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 West Market Street, Wilkes-Barre, PA 18701

for the price or sum of Twelve Hundred Fifty Two and 60/100 (\$1252.60) plus Twenty Five and 05/100 (\$25.05) Poundage ----- Dollars

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

Columbia Co. Sheriff's Dept.	Sale Cost	\$110.40	
	Poundage	25.05	
			\$135.45
Press-Enterprise, Inc.			179.87
Henrie Printing			40.60
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia Co.			18.50
Connie Gingher, Tax Collector Berwick Borough - 1985 Co. Taxes	\$139.20		
Parcel No. 04.1-7-49	1985 Sch. Tax	266.03	
			405.23
Borough of Berwick (Sewerage Rent due 1984-85)			475.00
State Treasurer - Surcharge Fee			8.00

SUSQUEHANNA SAVINGS & LOAN ASSOCIATION
OF W-B, n/k/a ATLANTIC FINANCIAL FEDERAL

vs

NORMAN S. FOWLER and BARBARA J. FOWLER, his wife

NO. 473 - 1985 J.D.
NO. 32 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
19 JULY 1985

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE,
n/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

NORMAN S. FOWLER AND
BARBARA J. FOWLER, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS
:
: OF COLUMBIA COUNTY
:
: CIVIL ACTION-LAW
:
: Action of Mortgage Foreclosure
:
:
:
: No. 473 of 1985

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

To Norman S. Fowler and Barbara J. Fowler, 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, Pennsylvania, on *Thursday* ,
July 18 , 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 a point on the North side of East Second Street
between Walnut and Chestnut Streets, said point being one hundred twenty-four
(124) feet in a Westerly direction from the Northwest corner of East Second
Street and Walnut Street; THENCE (1) North 26 degrees 38 minutes West, a
distance of ninety (90) feet nine (9) inches to a corner; THENCE (2) on
a line parallel with East Second Street, North 63 degrees 29 minutes East,
a distance of twenty-six (26) feet six (6) inches to a corner; THENCE (3)
on a line parallel with the first course herein South 26 degrees 38 minutes
East, a distance of ninety (90) feet nine (9) inches to the Northerly side
of East Second Street; THENCE (4) along said East Second Street South 63
degrees 29 minutes West, a distance of twenty-six (26) feet six (6) inches

to the place of beginning. THIS description is intended to cover, a portion of the Easterly part of Lot No. 114 and a strip of the Westerly portion of Lot No. 121 as marked and numbered on the General Plan of the Borough of Berwick.

BEING the same premises conveyed by Robert G. Davenport and Joanne R. Davenport, his wife, to Norman S. Fowler and Barbara J. Fowler, his wife, the Defendants herein, by deed dated October 22, 1974 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Record Book 269, page 628.

IMPROVED with a frame, single family residence known as 331 E. Second Street, Berwick Borough, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on July 19, 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

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE
n/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

NORMAN S. FOWLER AND
BARBARA J. FOWLER, his wife,

Defendants

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY
CIVIL ACTION-LAW

Action of Mortgage Foreclosure

No. 473 1985

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

GERALD SEMAN 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 his behalf, that to the best of his personal knowledge, information and belief, the names and last known address of the Defendants, Norman S. Fowler and Barbara J. Fowler, his wife, is 331 E. Second Street, Berwick Boro, Columbia County, Pennsylvania.


GERALD SEMAN

Sworn to and subscribed
before me this 17 day
of May, 1985.


Notary Public

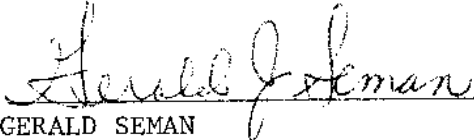
My Commission Expires:

3/2/87

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANTS

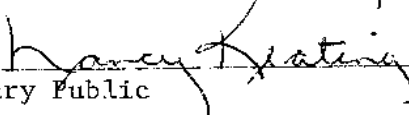
COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ~~XXXXXXXXXX~~ COLUMBIA :

GERALD SEMAN being duly sworn according
to law, does depose and say that he did, upon request of
SUSQUEHANNA SAVINGS & LOAN ASSOC. OF WILKES-BARRE, n/k/a ATLANTIC FINANCIAL FEDERAL
investigate the status of NORMAN S. FOWLER AND BARBARA J. FOWLER, 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 ~~were~~/were ~~xxx~~/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.


GERALD SEMAN

Sworn to and subscribed before me

this 7th day of May, 19 85


Notary Public

My Commission Expires:

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE,
n/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

NORMAN S. FOWLER AND
BARBARA J. FOWLER, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS

: OF COLUMBIA COUNTY

: CIVIL ACTION-LAW

:

Action of Mortgage Foreclosure

:

:

: No. 473 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

FINANCIAL FEDERAL

PLAINTIFF

No. _____ Term 19⁸⁵

V.S.

NORMAN S. FOWLER AND

BARBARA J. FOWLER, his wife,

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ^{Real}~~personal~~ property of the defendant on the premises located at

331 E. Second Street, Berwick Borough, Columbia County, Pennsylvania

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

Make

Model

Motor Number

Serial Number

License Number

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~^{Real} property levied on by virtue of this writ.

TERM
SESS. 19_____

BLOOMSBURG, PA., July 8 1985

NAME _____

VS.

TO FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

NORMAN S. FOWLER and BARBARA J. FOWLER, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

Dept of Public Welfare

versus

Norman S. & Barbara J. Fowler

No. 1614 of Term, 1981
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien November 13, 1981
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Norman S. Fowler

No. 66 of Term, 1983
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 20, 1983
Nature of Lien Suggestion of Non Payment

Dept. of Public Welfare

versus

Norman S. Fowler

No. 71 of Term, 1984
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 19, 1984
Nature of Lien Suggestion of Non Payment

Susquehanna Savings & Loan Association
of Wilkes-Barre, now known as
Atlantic Financial Federal

versus

Norman S. & Barbara J. Fowler

No. 473 of Term, 1985
Real Debt ||\$ 32,896.60
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien May 30, 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

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL

I, ~~Frank Beasly~~, 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

NORMAN S. FOWLER AND BARBARA J. FOWLER, His Wife

and find as follows:

See photostatic copy attached.

Fee ...\$5.00....

In testimony whereof I have set my hand and
seal of office this 15th day of July
A.D., 1985

Beverly J. Michael RECORDER

Mortgage

This Indenture, made the
of our Lord one thousand nine hundred and Seventy-four (1974)

22nd

day of

October

In the year

Between NORMAN S. FOWLER and BARBARA J. FOWLER, his wife, of the Borough
of Berwick, County of Columbia and State of Pennsylvania,
(hereinafter whether singular or plural, with heirs, executors, administrators and assigns, called the Mortgagor) of the one part, and

Susquehanna Savings and Loan Association of Wilkes-Barre,

a corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter with its successors and assigns, called the Mortgagee), of the other part.

Whereas, the Mortgagor in and by a certain Obligation or Bond, duly executed under the hand and seal of said Mortgagor, bearing even date herewith, stands bound unto the said Mortgagee in the sum of Thirty-three Thousand-

(\$33,000.00) Dollars,

lawful money of the United States of America, conditioned for the payment to the above Mortgagee, at its office in Wilkes-Barre, Pa., or at such other place as the Mortgagee or the holder of said Obligation or Bond may from time to time designate, of the just sum of Sixteen Thousand Five Hundred-

(\$16,500.00) Dollars,

lawful money as aforesaid, and all additional moneys advanced by the Mortgagee, together with interest thereon from the date hereof, at the rate of Nine & one quar. (9 1/4%) per centum per annum on the unpaid balance thereof, Payment in monthly installments of not less than (\$141.31) Dollars, One Hundred Forty-one and 31/100 Dollars

applicable first to interest, and the balance to principal, the first installment to be paid on the day of the next succeeding month from the date hereof, and thereafter until the principal indebtedness, including all additional advances, interest and other charges herein covenanted or agreed are fully paid, or until the balance remaining due thereon is less than a full monthly installment as aforesaid, in which event the last installment shall be such amount as shall be necessary to fully discharge such debt. Said interest for each month shall be one-twelfth of the annual interest calculated at the prescribed rate as of the first day of each and every month, and if not paid on or before the last day of the month shall be added to and become a part of the principal indebtedness. In the event that any payment provided for in the Bond secured hereby shall become overdue for a period in excess of fifteen (15) days, the Mortgagor agrees to pay a "late charge" in an amount not exceeding four (4c) for each dollar so over-due. The Mortgagee shall have the right to anticipate any and all payments upon principal and interest at any time, provided, however, that the Mortgagee is hereby given the option to demand and receive, in addition to accrued interest, six months interest on the amount of any prepayment which, together with other such prepayments made during the preceding 12 months, would exceed 20% of the original principal debt.

AND conditioned also upon the payment by the Mortgagor unto the Mortgagee, in addition to and concurrently with said aforementioned monthly installments applicable as aforesaid to interest and principal, of a further sum equal to one-twelfth of the then estimated current annual taxes, water rent, and any other annual charges, assessments or levies, if any, now assessed, or which from time to time may be assessed by any municipal, Governmental or other public authority against the premises described in this Mortgage; one-twelfth of any annual tax, now or hereafter levied by any duly constituted public authority upon Mortgagee on account of or measured by the amount of said Obligation, or this Mortgage, or Mortgagee's revenue thereon, and one-twelfth of the annual cost of such insurance against fire and other hazards upon, against, or to the said mortgaged premises as to Mortgagee shall seem necessary, all insurance to be procured through insurance companies approved by Mortgagee; including all premiums, if any, on policies of indemnity and life insurance covering mortgage payment protection. Provided, however, if said total monthly installments required to be made under this paragraph (hereinafter called Concurrent Installments) are not sufficient to pay the taxes, assessments, charges, levies, premiums, etc. as they become due and payable, then the Mortgagor shall pay to the Mortgagee an amount sufficient to make up the deficiency on or before the date when same shall become due and payable. Said Concurrent Installments to be held by the Mortgagee for the payment of said taxes, assessments, charges, levies, water rent and insurance premiums.

It is expressly understood and agreed, anything herein provided to the contrary notwithstanding, that the aforesaid Obligation or Bond and this Mortgage securing the same, shall include and cover, as well, any future advancements that may be made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that at no time may the balance due by the Mortgagor to the Mortgagee hereunder, whether the same represents in whole or in part the initial advance or any future advance or advances, exceed the sum of \$16,500.00; and provide further that nothing herein contained shall be construed as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this Mortgage.

And Also Conditioned upon the payment by Mortgagor on or before the first day of December of each year of all taxes, annual levies, assessments or charges and water rents assessed against the aforesaid mortgaged premises for the current year, and also the production to the Mortgagee on or before said date of proper receipts therefor, unless the same prior thereto shall have been paid by Mortgagee; and the payment by the Mortgagor of all other claims or charges assessed or levied at any time by any lawful authority upon the hereby mortgaged premises, which by any present or future law shall have a lien thereon, within six months after such charge or claim shall have been assessed or levied against the same, and the production of proper receipts therefor within said six months period; and from time to time and at all times, until payment of said principal indebtedness (including additional advances and all other payments herein agreed to be made by the Mortgagor) for the keeping of the building or buildings, now or hereafter located on said premises, insured for the benefit of the Mortgagee against loss by fire and other hazards, which Mortgagee at its discretion may require, in a company or companies satisfactory to said Mortgagee, and also for keeping and maintaining said building or buildings in such good order, condition and repair as may be required from time to time by the Mortgagee, and also for the maintaining of the building or buildings now or hereafter erected upon the mortgaged premises unaltered and unchanged in any way, reasonable wear and tear excepted, without the prior written consent of Mortgagee; and also that no execution process be issued against the mortgaged premises, and also that title to the mortgaged premises remain in the Mortgagor, or survivor of them, unless transferred with the prior written consent of the Mortgagee.

And Further Conditioned that in the event the Obligation, for which this Mortgage is security, was created to finance new construction, the Mortgagor agrees to proceed continuously and with due diligence to erect and complete the proposed dwelling on the hereinafter described property, and to have said dwelling ready for occupancy within a period of six months from date hereof, and in the event that the Mortgagor shall default in the agreement to proceed continuously (strikes, walkouts and Acts of God excepted) and with due diligence to erect and complete the proposed dwelling within the time agreed, and such default shall continue for a period of ten days, the Mortgagee at its option may enter upon the property and complete the erection of the building, with full authority to enter into such contracts and to make such payments as may be necessary for that purpose. All payments so made by the Mortgagee shall be treated as advances of principal of the debt secured by this Mortgage and the Obligation accompanying the same. Furthermore, such default by the Mortgagor in the construction of the proposed dwelling on the hereinafter described property shall be deemed a default in the terms of this Mortgage and the Obligation accompanying this Mortgage, and the Mortgagee upon continuance of said default for a period of thirty days may proceed to foreclose upon this Mortgage or upon the Obligation or Bond hereby secured, and agree to pay an appraisal fee of \$20.00 each three (3) years.

Provide, However, and it is expressly agreed that if at any time default shall be made by the Mortgagor in the payment of any monthly installment of interest and principal as aforesaid, or of any Concurrent Installment herein provided to be paid concurrently therewith, for the space of two months after any payment thereof, or any of them, shall fall due, or in the production to the Mortgagee on or before the first day of December of each and every year of receipts for all taxes, annual levies, assessments or charges and water rents assessed against the mortgaged premises for the current year, unless prior thereto the same shall have been paid by the Mortgagee, and of receipts for all other claims and charges within the time as herein provided, or in the maintenance of the required insurance, or in the maintenance of the buildings in good and sufficient repair as aforesaid, or in the event the building or buildings shall be altered or changed, or title to the hereby mortgaged premises is transferred to any one other than the survivor of the Mortgagor, without the prior written consent of the Mortgagee, or if any execution process shall be issued against the premises mortgaged hereby as aforesaid, or in case of new construction, default is made in the erection of the building, or in case default be made at any time in the performance or discharge of any of the other conditions, covenants or agreements above or hereinafter recited, and such default in any of these respects exists for a period thirty days, then and in such case the whole principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or as much thereof as shall then remain unpaid, with interest thereon, shall, at the option of the Mortgagee,

become due and payable immediately, and payment of said principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or so much thereof as shall remain unpaid, and interest thereon, may be enforced and recovered at once, anything contained herein to the contrary notwithstanding, but any failure by the Mortgagee to exercise said option at any particular time shall not constitute a waiver of the right to exercise the same at any other time.

It is understood and agreed that upon failure of the Mortgagor to maintain said required insurance, or to effect such repair as may be required by the Mortgagee, or to pay the taxes, levies, assessments, water rents, and all other claims or charges as aforesaid, the Mortgagee may insure the building or buildings, effect the repairs, or pay the taxes, levies, assessments, water rents, and all other claims or charges aforesaid, the sums so paid by the Mortgagee shall be added to and become part of the principal indebtedness to be paid by the Mortgagor, shall bear interest at the rate first above stipulated herein from the date of payment, and shall be secured by this Mortgage the same as the principal indebtedness and interest thereon, and no such payment shall be construed as a waiver of the right of the Mortgagee to enter judgment on said Obligation or to foreclose on this Mortgage because of such default. It is also expressly agreed that if any sum or sums of money shall become payable under the aforesaid policies of insurance, or any other policy or policies of insurance insuring the mortgaged premises, the Mortgagee shall have the option to receive and apply the same on account of the Obligation of the Mortgagor upon the installments last payable thereon or otherwise as Mortgagee may determine, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for some other purpose, without thereby waiving or impairing the Obligation of the Mortgagor, or the lien of this Mortgage securing same. The Mortgagor hereby expressly assigns and transfers to the Mortgagee all sums of money hereafter payable under any and all policies of insurance insuring the premises mortgaged hereby and does hereby constitute and appoint the Mortgagee the true and lawful attorney of the Mortgagor for the collection of the same, hereby giving said attorney unqualified authority to execute proper receipts, releases and acquittances therefor, for and on behalf of the Mortgagor.

It is also agreed that should Mortgagee deem it necessary, and upon demand by the Mortgagee the Mortgagor does not forthwith do so, Mortgagee may advance, pay or expend any sum or sums necessary to rectify, correct, quiet or perfect the title of the Mortgagor with respect to the mortgaged premises, in which event such sum or sums shall be added to and become part of the principal indebtedness secured hereby, shall bear interest at the rate first above stipulated herein from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon.

And Provided Further, however, and it is expressly agreed that if at any time hereafter by reason of any default hereunder empowering the Mortgagee to declare the whole principal indebtedness immediately due and payable, a writ of Execution is issued upon the judgment authorized to be entered upon said Obligation, or an action of mortgage foreclosure is commenced upon this Mortgage, there shall be payable and recovered all unpaid balances of principal indebtedness, which shall include all additional advancements, all moneys expended by the Mortgagee in payment of taxes, levies, assessments, water rents, and all other claims or charges whatsoever as herein provided, all moneys paid in completing construction of any building or buildings, and in effecting insurance and repairs, or in rectifying, correcting, quieting or perfecting the title of the Mortgagor with respect to the mortgaged premises, with interest on said principal indebtedness at the rate hereinabove set forth, together with all costs of suit and an attorney's commission of ten per cent for collection of said unpaid principal indebtedness; and the Mortgagor hereby waives and relinquishes the right of inquisition on any real estate that may be levied upon under any judgment obtained by virtue thereof and voluntarily condemns the same, and authorizes the entry of such condemnation upon said writ of Execution, and agrees that the within described real estate, or any other real estate now or hereafter owned by said Mortgagor in any order agreeable only to the Mortgagee, may be sold under the same; and likewise waives and relinquishes all benefit of any and every law now or hereafter in force to exempt from levy and sale on execution the said mortgaged premises or any other property whatsoever or any part of the proceeds arising from any sale thereof for the payment of the moneys hereby secured, or any part thereof and the costs of such action and execution and attorney's commission; and likewise waives and relinquishes all rights and benefits of any and all laws now in effect or hereafter in effect exempting from civil process or granting any stay of execution to persons in military or naval service of this State or of the United States except as the same may be prohibited by statute; and likewise waives and relinquishes all benefits and exemptions under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Indenture of Mortgage is security, or to reduce the amount of said Obligation to any greater extent than the amount actually received from the sale of the premises hereby mortgaged, in any judicial proceeding upon the said Obligation or upon this Indenture.

Now Therefore, the said Mortgagor, in consideration of One Dollar to the Mortgagee paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for securing payment and performance of said recited Obligation as aforesaid, does hereby grant, bargain, sell and convey unto the Mortgagee, its successor and assigns,

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 a point on the North side of East Second Street between Walnut and Chestnut Streets, said point being one hundred twenty-four (124) feet in a Westerly direction from the Northwest corner of East Second Street and Walnut Street; THENCE (1) North 26 degrees 38 minutes West, a distance of ninety (90) feet nine (9) inches to a corner; THENCE (2) on a line parallel with East Second Street, North 63 degrees 29 minutes East, a distance of twenty-six (26) feet six (6) inches to a corner; THENCE (3) on a line parallel with the first course herein South 26 degrees 38 minutes East, a distance of ninety (90) feet nine (9) inches to the Northerly side of East Second Street; THENCE (4) along said East Second Street South 63 degrees 29 minutes West, a distance of twenty-six (26) feet six (6) inches to the place of beginning.

THIS description is intended to cover, and the within Deed to convey a portion of the Easterly part of Lot No. 114 and a strip of the Westerly portion of Lot No. 121 as marked and numbered on the General Plan of the Borough of Berwick.

BEING the same premises conveyed by Robert G. Davenport and Joanne R. Davenport, his wife, to Norman S. Fowler and Barbara J. Fowler, his wife, the Mortgagors herein, by deed dated October , 1974 and about to be recorded in and for Columbia County.

IMPROVED with a frame, single family residence known as 331 E. Second Street, Berwick Borough, Columbia County, Pennsylvania.

THIS is a Purchase Money Mortgage.

NOTWITHSTANDING anything herein to the contrary, if the proceeds of this mortgage loan are to be used for the construction of a new dwelling, then it is understood that this mortgage shall be known as a "construction loan" and interest shall be paid as the mortgage disburses the proceeds of this loan, provided, however, that the regular contractual monthly payments provided for herein shall commence upon completion of the dwelling or six months from date hereof, whichever occurs first. The final determination as to the completion of the dwelling shall be made solely by the mortgagee herein. It is understood and agreed by the parties hereto that if this is a "construction loan", then the consideration for the within mortgage is the present and future advancement of funds to the mortgagor by the mortgagee, to provide for the financing of the construction of a dwelling, and for the permanent financing of said dwelling over the period of the terms hereof, on the premises herein described and owned by the mortgagor herein; and it is understood and agreed by the parties hereto that this within mortgage shall have the full force, effect and benefit of a mortgage to secure present and future advances.

Together with all and singular the buildings, streets, alleys, passages, ways, water, water courses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and also together with all stoves, ranges, heating, plumbing, cooking and lighting fixtures or equipment, and all burners, tanks, stokers and controls, and all screens, awnings, and shades, now or hereafter attached to or installed or used in connection with the real estate hereinabove described.

The Mortgagor hereby assigns, transfers and sets over unto the Mortgagee any and all rents now or hereafter issuing out of the premises herein described, and authorizes said Mortgagee at any time there is any default in the payment of the Obligation secured hereby, or in the performance of any obligation, covenant, agreement or condition contained herein, or in the Obligation secured hereby, by force or otherwise, without any liability for so doing, to enter into, take possession of and rent said premises, and after deducting all costs of collection, operation and administration, to apply the balance of the rents received on account of the Obligation of the Mortgagor. And the Mortgagors herein do hereby transfer and pledge to the Mortgagee herein, their one (1) Direct Reduction Loan Share in said Mortgage Association, and agree to pay an appraisal fee of \$20.00 each three (3) years.

To Have and To Hold

the said piece of ground, with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Mortgagee, to and for the only proper use and behoof of the said Mortgagee, its successors and assigns.

It is hereby agreed that in the event the premises mortgaged hereby, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking or for damage to the said premises shall be paid to the Mortgagee up to the amount then unpaid on this Mortgage, and Mortgagee may apply any sum or sums so received by reason thereof upon the installments last payable on the Obligation secured by this Mortgage.

It is hereby further agreed that the Mortgagee shall have the right to enter in and upon the premises mortgaged hereby at any reasonable hour for the purpose of inspecting the order, condition and repair of the building or buildings erected thereon.

Provided Always Nevertheless, that if the Mortgagor shall pay and perform according to all the covenants, agreements and conditions hereof, as well as all the covenants, agreements and conditions of the Obligation secured by this Mortgage, everything to be paid and performed as aforesaid, then and from thenceforth, as well this Mortgage and the estate hereby granted and the said recited Obligation, shall cease, determine and become void. And Provided, Also that it shall and may be lawful for the said Mortgagee whenever and as soon as the principal indebtedness hereby secured shall become due and payable at the option of said Mortgagee, and without prejudice to any other remedy, to commence forthwith an action of mortgage foreclosure and to proceed thereon to judgment and execution for the recovery of the whole of said principal indebtedness due and payable hereunder as above set forth, or so much thereof as shall then remain unpaid, with interest thereon at the rate provided herein, together with all costs of suit and an attorney's commission for collection of ten per centum of said unpaid principal indebtedness; it being agreed all procedural errors, stays or of exemptions from execution, inquisition, condemnation and extension of time of payment, given by any existing or any subsequent laws, are hereby waived and released.

It is agreed that all the covenants and agreements undertaken on the part of the Mortgagor, as well as all conditions unto said Mortgagor relating, shall be binding upon the Mortgagor and the heirs and assigns of said Mortgagor, and shall enure to the benefit of said Mortgagee, its successors and assigns.

It is further expressly understood and agreed that the remedies of this Mortgage and the said Obligation secured hereby providing for the enforcement of the payment of the principal indebtedness hereby secured, together with interest thereon, and the performance of the covenants, conditions and agreements, matters and things herein contained, or by this Mortgage or said Obligation referred to, are cumulative and concurrent and may be pursued single, successively, or together, at the sole discretion of the Mortgagee, and may be exercised from time to time and as frequently as may be desirable without exhausting, limiting or restricting the power and authority thereof for subsequent or successive use or exercise.

In Witness Whereof, the said Mortgagee, to these present, have hereunto set / hand and seal, the day and year first above written, their

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

[Signature]

Norman S. Fowler (SEAL)
Barbara J. Fowler (SEAL)
Barbara J. Fowler, his wife,
(SEAL)
(SEAL)
(SEAL)
(SEAL)

COMMONWEALTH OF PENNSYLVANIA, ss:
COUNTY OF ~~BERK~~ Columbia

On the 22 day of October
personally appeared the within named

A.D. 1974, before me, a Notary Public,
NORMAN S. FOWLER and BARBARA J. FOWLER, his wife,

and in due form of law acknowledged the above Indenture of Mortgage to be
that the same might be recorded as such.

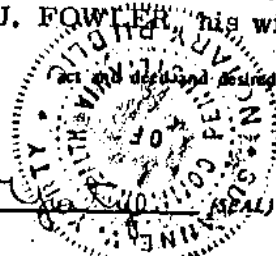
their

Witness my hand and official seal the day and year aforesaid.

NOTARY PUBLIC

My Commission Expires April 17, 1976
Columbia County

Suzanne V. [Signature]



No. <u>ND 223</u>	Mortgage	NORMAN S. FOWLER and BARBARA J. FOWLER, his wife	TO Susquehanna Savings and Loan Association OF WILKES-BARRE	DATE: October 1974 PREMISES: 331 E. Second Street, Berwick Borough, Columbia County, Pennsylvania REAL DEBT: \$16,500.00 MONTHLY PAYMENT: \$141.31	Record and Return to Joseph Serling Attorney for Association	<u>[Signature]</u> TAX \$52.00 FEE 2.50 OCT 22 3 45 PM '74 COLUMBIA CO., PA.
-------------------	-----------------	---	--	---	---	---

I Heresby Certify, that the precise residence of the Susquehanna Savings and Loan Association of Wilkes-Barre is 31 West Market Street, Wilkes-Barre, Pa.

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 172 Page 792 &c.

Witness my hand and Seal of Office this

22nd day of

Oct.

1974

3:45 p.m.

[Signature]

BOOK 172 PAGE 795

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 18th day of JULY 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 West Market Street, Wilkes-Barre, PA 18701 for the price or sum of Twelve Hundred Fifty Two and 60/100 (\$1252.60) plus Twenty Five and 05/100 (\$25.05) Poundage ----- Dollars

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

Columbia Co. Sheriff's Dept.	Sale Cost	\$110.40	
	Poundage	25.05	\$135.45
Press-Enterprise, Inc.			179.87
Henrie Printing			40.60
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia Co.			18.50
Connie Gingher, Tax Collector Berwick Borough - 1985 Co. Taxes		\$139.20	
Parcel No. 04.1-7-49	1985 Sch. Tax	266.03	405.23
Borough of Berwick (Sewerage Rent due 1984-85)			475.00
State Treasurer - Surcharge Fee			8.00

SUSQUEHANNA SAVINGS & LOAN ASSOCIATION
OF W-B, n/k/a ATLANTIC FINANCIAL FEDERAL

vs

NORMAN S. FOWLER and BARBARA J. FOWLER, his wife

NO. 473 - 1985 J.D.
NO. 32 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
19 JULY 1985

So answers

Victor B Vandling Sheriff
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 18th day of JULY 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 West Market Street, Wilkes-Barre, PA 18701

for the price or sum of Twelve Hundred Fifty Two and 60/100 (\$1252.60) plus Twenty Five and 05/100 (\$25.05) Poundage ----- Dollars

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Borough of Berwick (Sewerage Rent due 1984-85)			475.00
State Treasurer - Surcharge Fee			8.00

SUSQUEHANNA SAVINGS & LOAN ASSOCIATION
OF W-B, n/k/a ATLANTIC FINANCIAL FEDERAL

vs

NORMAN S. FOWLER and BARBARA J. FOWLER, his wife

NO. 473 - 1985 J.D.
NO. 32 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
19 JULY 1985

So answers

Victor B Vandling
VICTOR B. VANDLING

Sheriff

7863

60-588
313

July 30, 1985

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

PAY TO THE ORDER OF

Borough of Berwick

Four Hundred - Seventy five and $\frac{99}{100}$ DOLLARS

\$ 475.99

FOR No. 32-1985 E.D. (Fowler)

Bloomington Bank-COLUMBIA TRUST CO.
Bloomington, Pa.

57208100005

05

Victor B. Vandling

57208100005

05

57208100005

05

Victor Vandling

Fowler Sale - 179.87

Sale

SHERIFF'S SALE
By virtue of a Writ of Execution No. 32 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, Pennsylvania, on:

Thurs., July 18, 1985
at 10:00 o'clock a.m.

being 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 a point on the North side of East Second Street between Walnut and Chestnut Streets, said point being one hundred twenty-four (124) feet in a Westerly direction from the North-west corner of East Second Street Walnut Street: (1) North 2 minutes

to law deposes principal office umbia and State been published and State since legal notice or said newspaper

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60-583
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July 24, 1985
\$ 179.87

DOLLARS

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

Press-Enterprise, Inc.
One Hundred Seventy Nine and 87/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR No. 34-1985 E.D. (Fowler)
01:0313059361

Victor B. Vandling
572118101101105

5, 1989
of Notaries
and publication
he fee for this
numbered
General Plan of
borough of Berwick.
BEING the same premises
conveyed by Robert G. Davenport and Joanne R.
exceptions are filed thereto within ten (10) days thereafter.
Seized and taken into execution at the suit of Susquehanna Savings and Loan Assoc. of Wilkes-Barre, now known as Atlantic Financial Federal vs. Norman S. Fowler and Barbara J. Fowler, his wife.
Said premises will be sold by:
Victor B Vandling
Sheriff of
Columbia County
Joseph Serling, Atty

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... paul R. Eyerly III being in
and says that Press-Enterprise is a newspaper of gener
and place of business at 3185 Lackawanna Avenue, Bloon
of Pennsylvania, and was established on the 1st day of
daily (except Sundays and Legal Holidays) continuously
the date of its establishment; that hereto attached
advertisement in the above entitled proceeding which ap
on June 26, July 3, 10
exactly as printed and published; that the affiant is one
newspaper in which legal advertisement or notice was p
Press-Enterprise are interested in the subject matter of
that all of the allegations in the foregoing statement
publication are true.

Sworn and subscribed to before me this 18th day

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

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 32 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., July 18, 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 a point on
the North side of East
Second Street between
Walnut and Chestnut
Streets, said point being
one hundred twenty-four
(124) feet in a Westerly
direction from the North
west corner of East
Second Street and
Walnut Street; THENCE
(1) North 26 degrees 38
minutes West, a distance
of ninety (90) feet nine
(9) inches to a corner;
THENCE (2) on a line
parallel with East Second
Street, North 63 degrees
29 minutes East, a dis
tance of twenty-six (26)
feet six (6) inches to a
corner; THENCE (3) on a
line parallel with the
first course herein South
26 degrees 38 minutes
East, a distance of ninety
(90) feet nine (9) inches
to the Northerly side of
East Second Street;
THENCE (4) along said
East Second Street South
63 degrees 29 minutes
West, a distance of
twenty-six (26) feet six
(6) inches to the place of
beginning. THIS descrip
tion is intended to cover
a portion of the Easterly
part of Lot No. 114 and a
strip of the Western por
tion of Lot No. 121 as
marked and numbered
on the General Plan of
the Borough of Berwick.
BEING the same premises

conveyed by Robert G.
Davenport and Joanne R.

exceptions are filed ther
eto within ten (10) days
thereafter.

Seized and taken into
execution at the suit of
Susquehanna Savings
and Loan Assoc. of
Wilkes-Barre, now
known as Atlantic Finan
cial Federal vs. Norman
S. Fowler and Barbara J.
Fowler, his wife.
Said premises will be sold
by:

Victor B Vandling
Sheriff of
Columbia County
Joseph Serling, Atty

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PUBLIC
COUNTY
5, 1989
of Notaries

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Jusq. Savings Assn, etc. VS Fowler, Norman + Barbara
 THURSDAY, 18 July 1985 NO. 32-1985 E.D.

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00	
Service	17.00	
Mailing	—	
Advertising, Sale Bills	9.00	
Newspapers	4.00	
Posting Handbills	21.00	
Mileage	17.10	
Crying/Adjourn of Sale	7.00	
Sheriff's Deed	10.00	
Distribution of Proceeds	9.00	
Other		
Total.....	\$ 110.40	\$ 110.40
Press-Enterprise, Inc.	171.51	
Henrie Printing	40.00	
Solicitor's Services	112.44	
Total.....	\$	\$ 220.41
Prothonotary - Liens List	\$ 10.00	
Deed Notarization	5.00	
Total.....	\$ 15.00	\$ 15.00
Recorder of Deeds, Col. Co. - Copywork	\$ 5.00	
Deed	13.00	
Total.....	\$ 18.00	\$ 18.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1985	\$ 139.20	
School Taxes, District <u>Berwick</u> , 1985	266.03	
Delinquent Taxes - 198__, 198__, 198__ (TOTAL AMOUNT)		
Total.....	\$ 405.23	\$ 405.23

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 1984-5	Total..... \$ 475.00	\$ 475.00
---	----------------------	-----------

SURCHARGE FEE (State Treasurer)

\$ 5.00

TOTAL TAXES & COSTS ----- \$ 1252.60

PURCHASER: _____

BID PRICE: \$ 12,526.60 POUNDAGE \$ _____

TOTAL \$ 12,526.60

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Ch. Some of these taxes have been paid on 7/5/85 -
Conrad

TAX NOTICE BERWICK BOROUGH
MAKE CHECKS PAYABLE TO:
CONNIE C. GINGHER
120 R EAST 3RD ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 8 DURING DISCOUNT
PHONE 752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED -

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	DATE	BILL NO.
SCHOOL R.E.	2770	98.00	266.03		271.46	07/01/85	01575
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE							
PENALTY A PROPERTY DESCRIPTION SCHOOL 5% ACCT NO: 13942 PARCEL 04.1-7-49 331 E 2ND ST P L 1148121 L-26.5X90.75 BUILDINGS 2,550				THIS TAX RETURNED TO COURT HOUSE JANUARY 24, 1986			
M A I L T O FOWLER, NORMAN S & BARBARA J 331 E SECOND ST BERWICK, PA 18603				THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL				2,770			

TAX NOTICE BERWICK BOROUGH
MAKE CHECKS PAYABLE TO:
CONNIE C. GINGHER
120 R EAST 3RD ST.
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 8 DURING DISCOUNT
PHONE 752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED -

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	DATE	BILL NO.
COUNTY R.E. TWP/BORO R.E.	2770	18.00 29.00	48.86 78.72		49.86 80.33	03/01/85	01585
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE							
PENALTY A PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5% ACCT NO: 13942 PARCEL 04.1-7-49 331 E 2ND ST P L 1148121 L-26.5X90.75 BUILDINGS 2,550				THIS TAX RETURNED TO COURT HOUSE JANUARY 24, 1986			
M A I L T O FOWLER, NORMAN S & BARBARA J 331 E SECOND ST BERWICK, PA 18603				THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			
TOTAL				2,770			



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

REALTY TRANSFER TAX AFFIDAVIT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration or by gift, or (3) a tax exemption is claimed. An affidavit of value is not required when the transfer is from a parent to child. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name Victor B. Vandling, SHERIFF of Columbia County		Telephone Number: Area Code 717 784-1991	
Street Address Courthouse Building	City Bloomsburg	State PA	Zip Code 17815

B TRANSFER DATA

Grantor(s) Norman S. Fowler and Barbara J. Fowler		Grantee(s) Atlantic Financial Federal	
Street Address 31 West Market Street		Street Address	
City Wilkes-Barre	State PA	City Wilkes-Barre	State PA
Zip Code	Zip Code	Zip Code	Zip Code

C PROPERTY LOCATION

Street Address 331 East Second Street			
City Berwick	Township	Borough	County Columbia
			Tax Parcel Number 04.1-7-49

D VALUATION DATA

1. Actual Cash Consideration \$1252.60	2. Other Consideration + -----	3. Total Consideration = -----
4. County Assessed Value \$2770.00	5. Fair Market Value \$8300.00	6. State Realty Transfer Tax Paid None

E EXEMPTION DATA

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

2. Check Appropriate Box Below for Exemption Claimed

☐ Will or intestate succession _____ (See 61 PA Code 91.42)

☐ Transfer to Industrial Development Agencies or from Industrial Development Agencies to Industrial Corporations. (See 61 PA Code 91.49)

☐ Transfer to Conservancy. (See Act No. 246 of 1982)

☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
Tax paid this deed \$ _____ (See 61 PA Code 91.53)

☐ Transfers to Commonwealth, the United States, and Instrumentalities by gift, condemnation or in lieu of condemnation or dedication.
(See 61 PA Code 91.55)

☐ Transfer from mortgagor to mortgagee in lieu of foreclosure (other than sheriff sales) Mortgage Book Number _____
Page Number _____ (See Act No. 246 of 1982)

☐ Divorced. _____ (Date of Divorce Decree) _____ (Date of Decree of Equitable Distribution) _____ (Date of Acknowledgment) (See Act No. 14 of 1981)

☐ Statutory Corporate Reorganization, Merger or Liquidation.

☒ Other (Please explain exemption claimed, if other than listed above.) Property purchased by PLAINTIFF (Grantee)
via SHERIFF'S SALE held 7/18/85 for sum of \$1252.60 (taxes & costs) plus \$25.05
Poundage.

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

Signature of Correspondent A. J. Zale, Chief Deputy, Col. Co. Sheriff Dept. Date 7/30/85

(SEE REVERSE)



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Susquehanna Savings and
Loan Assn. n/k/a Atlantic
Financial Federal

vs

Norman S. Fowler and Barbara
J Fowler

POSTING OF PROPERTY

June 21, 1985 at 8:30 AM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Norman S Fowler and Barbara J Fowler
331 East 2nd St., Berwick, Penna. 18603

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF John J O'Brien

SO ANSWERS:

John J O'Brien
John J O'Brien
DEPUTY SHERIFF

FOR:

VICTOR B. VANDLING
SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

21 DAY OF June 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 and Loan
Association n/k/a Atlantic
Financial Federal

vs

Norman S. Fowler and Barbara
J Fowler

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

NO. 32 of 1985 ED.

WRIT OF EXECUTION

SERVICE ON Norman J Fowler

ON June 12, 1985 AT 11:30AM., 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, _____

Norman and Barbara J. Fowler at 331 East 2nd St., Berwick, Penna.
by John J O'Brien and Glenn Webber

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 and Glenn Webber
John J O'Brien and Glenn Webber
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 12 day of June 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

Susquehanna Savings and Loan
Association n/k/a Atlantic
Financial Federal
vs

Norman S. Fowler and Barbara
J Fowler

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.

WRIT OF EXECUTION

SERVICE ON Barbara J Fowler

ON June 12, 1985 AT 11:30 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 served on the defendant, _____

Norman S Fowler and Barbara J at 331 East 2nd St., Berwick, Penna.
Fowler

by John J O'Brien and Glenn Webber

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 and Glenn Webber
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 12 day of June 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE
n/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

NORMAN S. FOWLER AND
BARBARA J. FOWLER, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS

: OF COLUMBIA COUNTY

: CIVIL ACTION-LAW

:

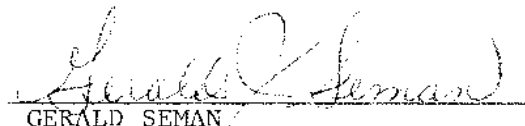
Action of Mortgage Foreclosure

:

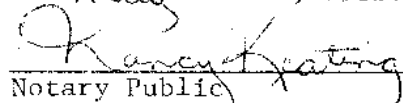
: No. 473 of 1985

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

GERALD SEMAN 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, Norman S. Fowler and Barbara J. Fowler, his wife, is 331 E. Second Street, Berwick Boro, Columbia County, Pennsylvania.


GERALD SEMAN

Sworn to and subscribed
before me this 7th day
of May, 1985.


Notary Public

My Commission Expires: