



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

First Federal Savings and
Loan Assn. of Hazleton

VS

Barry J Haupt and Sharon E. Haupt

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 34 of 1985 ED.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

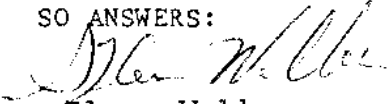
June 21 1985 at 6:38 PM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Barry J. Haupt and Sharon E Haupt
RD#4, Box 69, Bloomsburg, Penna.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF Glenn Webber

SO ANSWERS:



Glenn Webber

DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

24th DAY OF June 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

First Federal S&L Assn.

of Hazleton

VS

Barry J. Haupt and

Sharon E. Haupt

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

NO.

WRIT OF EXECUTION

SERVICE ON Barry J. Haupt

ON June 10, 1985 AT 10:35 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, Barry J. Haupt
at R.D. 4, Box 69, Bloomsburg, Pa.
Columbia County by Glenn L. Webber Deputy Sheriff
Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:
Glenn L. Webber

Glenn L. Webber
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 10th day of June 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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 25th 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, 10-12 East Broad Street, Hazleton, PA 18201 for the price or sum of Thirteen Hundred and Ten and 25/100 (\$1310.25) plus Twenty Six and 21/100 (\$26.21) 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	\$103.50	
	Poundage	26.21	
			\$129.71
Press-Enterprise, Inc.			173.99
Henrie Printing			46.10
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Marjorie E. Crawford, Tax Collector Mt. Pleasant Twp. (Parcel 26-05-3-22-2)			
	1985 Col. Co. Taxes		208.77
	1985 School Taxes		736.39
State Treasurer - Surcharge Fee			8.00

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs BARRY J. HAUPT and SHARON E. HAUPT, his wife NO. 410 - 1985 J.D. NO. 34 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa.) So answers Victor B Vandling Sheriff 26 JULY 1985 VICTOR B. VANDLING

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

Defendants

: IN THE COURT OF COMMON
: PLEAS OF COLUMBIA COUNTY
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:
: NO. 410 OF 1985

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

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See attached description.

Amount Due	\$ 86,772.83	
Attorney's Fee	\$ 8,677.28	
Interest from 3/29/85 to date of sale	\$	
TOTAL	\$ 95,450.11	Plus costs

as endorsed.

Dated 6-7-85

(SEAL)

Prothonotary, Court of
Common Pleas of Columbia
County, Pennsylvania

BY: *Heleen K. Leun*

Deputy

Larry J. Haupe and Sharon E. Haupe, his wife

ALL THAT CERTAIN piece, parcel or tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin corner situate along the easterly right-of-way line of Township Route #499 at its intersection with the northerly right-of-way line of Township Route #500; thence along the easterly right-of-way line of Township Route #499 north twenty-nine (29) degrees thirty (30) minutes east one hundred thirty-eight and three-tenths (138.3) feet to a stake corner; thence continuing by the same north forty-six (46) degrees ten (10) minutes east two hundred eighty-eight (288) feet to an iron pin corner in line of lands now or formerly of Ellis Turner; thence along the lands now or formerly of Ellis Turner south eight (8) degrees east four hundred seventy-five (475) feet to an iron pin corner along the northerly and easterly right-of-way line of Township Route #500; thence along the easterly and northerly right-of-way line of Township Route #500 north fifty (50) degrees thirty-five (35) minutes west fifty (50) feet to a stake corner; thence continuing by the same north seventy-one (71) degrees fifty-five (55) minutes west two hundred seventy-nine (279) feet to a stake corner; thence continuing along the same north forty-nine (49) degrees fifteen (15) minutes west fifty (50) feet to an iron pin corner situate along the northeasterly right-of-way line of aforesaid Township Route #500 at its intersection with the easterly right-of-way line of Township Route #499 and being the point and place of BEGINNING.

CONTAINING 1.86 acres of land.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

Defendants

: IN THE COURT OF COMMON
: PLEAS OF COLUMBIA COUNTY
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
: *Que #34-1985*
:
: NO. 410 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 have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a Petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a Petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a Petition with the Court to strike the judgment.*

*See next page.

In addition, you may have the right 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. To exercise this right you should file a Petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

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, Pennsylvania, 17815
(717) 784-8760

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

Defendants

: IN THE COURT OF COMMON
: PLEAS OF COLUMBIA COUNTY
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:
: NO. 410 OF 1985

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 34 of 1985, issued out of the Court of Common Pleas of Columbia County, Civil Division, 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 of the Columbia County Court House, Bloomsburg, Pennsylvania, on Thursday, July 25, 1985, at 10:00 o'clock A. M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece, parcel or tract of land situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin corner situate along the easterly right-of-way line of Township Route #499 at its intersection with the northerly right-of-way line of Township Route #500; thence along the easterly right-of-way line of Township Route #499 north twenty-nine (29) degrees thirty (30) minutes east one hundred thirty-eight and three-tenths (138.3) feet to a stake corner; thence continuing by the same north forty-six (46) degrees ten (10) minutes east two hundred eighty-eight (288) feet to an iron pin corner in line of lands now or formerly of Ellis Turner; thence along the lands now or formerly of Ellis Turner south eight (8) degrees east four hundred seventy-five (475) feet to an iron pin corner along the northerly and easterly right-of-way line of Township Route #500; thence along the easterly and northerly right-of-way line of Township Route #500 north fifty (50) degrees thirty-five (35) minutes west fifty (50) feet to a stake corner; thence continuing by the same north seventy-one (71) degrees fifty-five (55) minutes west two hundred seventy-nine (279) feet to a stake corner; thence continuing along the same north forty-nine (49) degrees fifteen (15) minutes west fifty (50) feet to an iron pin corner situate along the northeasterly right-of-way line of aforesaid Township Route #500 at its intersection with the easterly right-of-way line of Township Route #499 and being the point and place of BEGINNING.

vs.

M Sheriff

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

BARRY J. HAUPT and SHARON E. HAUPT

Court of Common Pleas of Columbia County, Pennsylvania.

Montgomery Ward

versus

Barry & Sharon Haupt

No. 1727 of Term, 19.81
Real Debt ||\$ 278.58
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien December 10, 1981
Nature of Lien Transcript of Judgment

Household Finance Corporation

versus

Barry & Sharon Haupt

No. 118 of Term, 19.82
Real Debt ||\$ 1,297.95
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien September 27, 1982
Nature of Lien Transcript of Judgment

Sears, Roebuck & Co.

versus

Barry J. Haupt

No. 1245 of Term, 19.84
Real Debt ||\$
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 30, 1985
Nature of Lien Default Judgment

First Federal Savings and Loan

Association of Hazleton

versus

Barry J. & Sharon E. Haupt

No. 410 of Term, 19.85
Real Debt ||\$ 95,450.11
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 7, 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 XXXXXXX~~, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

BARRY J. HAUPT AND SHARON E. HAUPT, 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., 19 85.

Beverly J. Michael.....RECORDER

MORTGAGE

Acct. No. 0208007884

THIS MORTGAGE is made this 25th day of May 1984, between the Mortgagor, Barry J. Haupt and Sharon E. Haupt, his wife,

(herein "Borrower") and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of The United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania 18201 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of Eighty Thousand and no/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 25, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2004;

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;

SEE ATTACHED EXHIBIT "A"

which has the address of R.D. #4, Box 69, Bloomsburg, PA 17815 (State and Zip Code) (Street) (City) (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

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 25th day of May, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First Federal Savings and Loan Association of Hazleton, a corporation organized and existing under the laws of United States of America, whose address is 12 East Broad Street, Hazleton, Pennsylvania (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at R.O. #4, Box 69, Bloomsburg, PA 17815.

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of .12 %. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1987, and on that day of the month every 36 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[Check one box to indicate Index.]

(1) ☒ "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☐

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) ☒ The maximum limit on changes in the interest rate, up or down, from this date until the final payment date will be 3 percentage points.

(2) ☒ The interest rate cannot be changed by more than 3 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.


Barry J. Haupt (Seal)
—Borrower


Sharon E. Haupt (Seal)
—Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

ADJUSTABLE RATE LOAN RIDER—8/81—FHL/MC UNIFORM INSTRUMENT

BOOK 332 PAGE 516

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in Mount Pleasant Township, Columbia County, Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin corner situate along the Easterly right-of-way line of Township Route #499 at its intersection with the Northerly right-of-way line of Township Route #500; thence along the Easterly right-of-way line of Township Route #499 North twenty-nine (29) degrees thirty (30) minutes East one hundred thirty-eight and three-tenths (138.3) feet to a stake corner; thence continuing by the same North forty-six (46) degrees ten (10) minutes East two hundred eighty-eight (288) feet to an iron pin corner in line of lands now or formerly of Ellis Turner; thence along the lands now or formerly of Ellis Turner South eight (8) degrees East four hundred seventy-five (475) feet to an iron pin corner along the Northerly and Easterly right-of-way line of Township Route #500; thence along the Easterly and Northerly right-of-way line of Township Route #500 North fifty (50) degrees thirty-five (35) minutes West fifty (50) feet to a stake corner; thence continuing by the same North seventy-one (71) degrees fifty-five (55) minutes West two hundred seventy-nine (279) feet to a stake corner; thence continuing along the same North forty-nine (49) degrees fifteen (15) minutes West fifty (50) feet to an iron pin corner situate along the Northeasterly right-of-way line of aforesaid Township Route #500 at its intersection with the Easterly right-of-way line of Township Route #499 and being the point and place of beginning. Containing 1.86 acres of land. Description prepared in accordance with draft of survey by James H. Patton, R.S., dated December, 1974.

BEING the same premises sold and conveyed to the Borrowers herein by Deed of Arnold R. Carroll, et ux, dated and recorded contemporaneously herewith.

EXHIBIT "A"

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 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:
Barry J. Haupt
Sharon E. Haupt

Barry J. Haupt (SEAL)
Borrower
Sharon E. Haupt (SEAL)
Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 25th day of May, 1984, before me, a Notary Public, the undersigned officer, personally appeared Barry J. Haupt and Sharon E. Haupt, 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 and consideration therein expressed.

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

Notary Public

I Hereby Certify, that the precise residence of the Mortgagor, is 12 East Broad Street, Hazleton, Luzerne County, Pennsylvania.

Commonwealth of Pennsylvania } ss:
County of Columbia

Thomas L. Kennedy, Attorney for Mortgagor

RECORDED on this day of May, A. D. 1984, in the Recorder's Office of the said county, in Mortgage Book Vol. , Page Given under my hand and the seal of the said office, the day and year aforesaid.

Recorder

Recorded in Columbia County
in Record Book 332 Page 515
on May 25, 1984 at 12:50 p.m.

Beverly J. Mitchell
Steven A. Jendernick, Jr.

BOOK 332 PAGE 520

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX 50 FEE 12
MAY 23 12 50 PM '84

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 25th day of JULY 1985, 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 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, 10-12 East Broad Street, Hazleton, PA 18201 for the price or sum of Thirteen Hundred and Ten and 25/100 (\$1310.25) plus Twenty Six and 21/100 (\$26.21) 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	\$103.50	
	Poundage	26.21	\$129.71
Press-Enterprise, Inc.			173.99
Henrie Printing			46.10
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Marjorie E. Crawford, Tax Collector Mt. Pleasant Twp. (Parcel 26-05-3-22-2)			
	1985 Col. Co. Taxes		208.77
	1985 School Taxes		736.39
State Treasurer - Surcharge Fee			8.00

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs BARRY J. HAUPT and SHARON E. HAUPT, his wife NO. 410 - 1985 J.D. NO. 34 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. 26 JULY 1985 So answers Victor B Vandling Sheriff VICTOR B. VANDLING

1st Fed. S&L Assn of Haz. VS Haupt, Barry & Sharon

THURSDAY, 25 JULY 1985

NO. 34-1985 E.D.

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00	
Service	14.00	
Mailing	—	
Advertising, Sale Bills	9.00	
Newspapers	9.00	
Posting Handbills	21.00	
Chiege	10.50	
Crying/Adjourn of Sale	7.00	
Sheriff's Deed	10.00	
Distribution of Proceeds	9.00	
Other		
Total.....	\$ 103.50	\$ 103.50

Press-Enterprise, Inc.	173.99	
Henrie Printing	46.10	
Solicitor's Services		
Total.....	\$ 220.09	\$ 220.09

Prothonotary - Liens List	\$ 10.00	
Deed Notarization	5.00	
Total.....	\$ 15.00	\$ 15.00

Recorder of Deeds, Col. Co. - Copywork	\$ 5.00	
Deed	13.50	
Total.....	\$ 18.50	\$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1985	\$ 208.77	
School Taxes, District <u>Central</u> , 1985	736.39	
Delinquent Taxes - 198__, 198__, 198__ (TOTAL AMOUNT)		
Total.....	\$ 945.16	\$ 945.16

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 198__	Total..... \$ —	\$ —
--	-----------------	------

SURCHARGE FEE (State Treasurer)

BEGIN BID @

TOTAL TAXES & COSTS ----- \$ 1310.25

PURCHASER: _____

BID PRICE: \$ _____ (2%) POUNDAGE \$ _____

TOTAL \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Vic: Begin bid at taxes & costs \$ 1310.25. If bought by Plaintiff (1st Fed S&L) add poundage see penciled in figures and that is it. No Realty Transfer Tax of State Stamps.

If bought by someone other than Plaintiff, then you add on 1% Transfer Tax and 1% State Stamps (in addition to bid and poundage). (2% Poundage on bid up to \$250,000).

TAX NOTICE

MT PLEASANT TWP

MAKE CHECKS PAYABLE TO:

MARJORIE E. CRAWFORD
R.D. #4
BLOOMSBURG, PA. 17815

HOURS TUESDAYS 10AM TO 5PM
WEDNESDAYS 10AM TO 7PM
MARCH - NOVEMBER, OTHER BY
PHONE 784-9313 APPOINTMENT

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
A
I
L
T
O
HAUPT, BARRY J. & SHARON E.
R.D. 4 BOX 69
BLOOMSBURG, PA 17815

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	BILL NO.
SCHOOL R.E.	6890	109.06	736.39		751.42	07/01/85	00175
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.							
PENALTY AT PROPERTY DESCRIPTION SCHOOL 10%							
ACCT NO. 28471							
PARCEL 26-05-3-22-2							
L-1.36AC							
BUILDINGS							
180							
6,710							
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT							
TOTAL				6,890			

TAX NOTICE

MT PLEASANT TWP

MAKE CHECKS PAYABLE TO:

MARJORIE E. CRAWFORD
R.D. #4
BLOOMSBURG, PA. 17815

HOURS TUESDAYS 10AM TO 5PM
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MARCH - NOVEMBER, OTHER BY
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HAUPT, BARRY J. & SHARON E.
R.D. 4 BOX 69
BLOOMSBURG, PA 17815

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	BILL NO.
COUNTY R.E. TWP/BORO R.E.	6890	18.00 10.00	121.54 67.52		124.02 68.90	03/01/85	00178
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.							
PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5%							
ACCT NO. 28471							
PARCEL 26-05-3-22-2							
L-1.36AC							
BUILDINGS							
180							
6,710							
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT							
TOTAL				6,890			



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

B TRANSFER DATA

Grantor(s)	Grantee(s)
Barry J. Haupt and Sharon E. Haupt	First Federal Sav & Loan Assn of Hazleton
Street Address	Street Address
	10-12 East Broad Street
City State Zip Code	City State Zip Code
	Hazleton PA 18201

C PROPERTY LOCATION

Street Address	
R.D. 4, Box 69	
City Township Borough County Tax Parcel Number	
Bloomsburg Mt. Pleasant Columbia 26-05-3-22-2	

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$1310.25	+ -----	= -----
4. County Assessed Value	5. Fair Market Value	6. State Realty Transfer Tax Paid
\$6890.00	\$20670.00	None

E EXEMPTION DATA

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

2. Check Appropriate Box Below for Exemption Claimed

☐ Will or intestate succession _____ (Name of Decedent) (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 7/25/85 for sum of \$1310.25 (taxes & costs) plus \$26.21 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 8/6/85

(SEE REVERSE)

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

PAUL R. EYERLY, III - PUBLISHER, being duly sworn a
and says that Press-Enterprise is a newspaper of general circulation
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County
of Pennsylvania, and was established on the 1st day of March, 1902,
daily (except Sundays and Legal Holidays) continuously in said Town,
the date of its establishment; that hereto attached is a copy of
advertisement in the above entitled proceeding which appeared in the
on July 3, 10, 17
exactly as printed and published; that the affiant is one of the owners
newspaper in which legal advertisement or notice was published; that
Press-Enterprise are interested in the subject matter of said notice
that all of the allegations in the foregoing statement as to time, p
publication are true.

Sworn and subscribed to before me this day of

My Comm
ANN R. CASEY
Bloomsburg, C
My Commissic

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

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 34 of 1985,
issued out of the Court
of Common Pleas of Col-
umbia County, Civil Divi-
sion, 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 of the
Columbia County Court
House, Bloomsburg,
Pennsylvania, on:

Thurs. July 25, 1985
at 10:00 o'clock a.m.

in the forenoon of said
day, all the right, title
and interest of the
Defendants in and to:

ALL THAT CERTAIN piece,
parcel or tract of land
situate in Mount Pleas-
ant Township, Columbia
County, Pennsylvania,
bounded and described
more fully as follows:

BEGINNING at an iron pin
corner situate along the
easterly right-of-way line
of Township Route #499
at its intersection with
the northerly right-of-
way line of Township
Route #500; thence along
the easterly right-of-way
line of Township Route
#499 north twenty-nine
(29) degrees thirty (30)
minutes east one
hundred thirty-eight and
three-tenths (138.3) feet
to a stake corner; thence
continuing by the same
North forty-six (46)
degrees ten (10) minutes
east two hundred eighty-
eight (288) feet to an
iron pin corner in line of
lands now or formerly of
Ellis Turner; thence
along the lands now or
formerly of Ellis Turner
south eight (8) degrees
east four hundred sev-
enty-five (475) feet to an
iron pin corner along the
northerly and easterly
right-of-way line of
Township Route #500;

be made in accordance
with the Schedule unless
exceptions are filed ther-
eto within ten (10) days
thereafter.

Seized and taken in exe-
cution at the suit of First
Federal Savings and
Loan Association of
Hazleton, vs. Barry J.
Haupt and Sharon E.
Haupt, his wife, and will
be sold by:

Victor B Vandling
Sheriff of

Columbia County

Thomas Kennedy, Esq
Hazleton Pa

Victor B. Vandling
Sheriff's Sale

First Federal Savings and Loan Association of
Hazleton vs. Barry J. Haupt and Sharon E. Haupt

\$173.99

newspaper in which legal advertisement or notice was published; that
Press Enterprise are interested in the subject matter of said notice a
that all of the allegations in the foregoing statement as to time, pl
publication are true.

Sworn and subscribed to before me this . . . 25th day of July

SHERIFF'S SALE

virtue of a Writ of
Execution No. 34 of 1985,
issued out of the Court
of Common Pleas of Col-
umbia County, Civil Divi-
sion, to me directed,
there will be exposed to
public sale, by vendue or
sufcry to the highest and
best bidders, for cash, in
the Sheriff's Office of the
Columbia County Court
House, Bloomsburg,
Pennsylvania, on:

Thurs., July 25, 1985
at 10:00 o'clock a.m.
the forenoon of said
day, all the right, title
and interest of the
defendants in and to:
ALL THAT CERTAIN piece,
parcel or tract of land
situate in Mount Pleas-
ant Township, Columbia
County, Pennsylvania,
bounded and described
more fully as follows:
BEGINNING at an iron pin
corner situate along the
easterly right-of-way line
of Township Route #499
at its intersection with
the northerly right-of-
way line of Township
Route #500; thence along
the easterly right-of-way
line of Township Route
#499 north twenty-nine
(29) degrees thirty (30)
minutes east one
hundred thirty-eight and
three-tenths (138.3) feet
to a stake corner; thence
continuing by the same
North forty-six (46)
degrees ten (10) minutes
east two hundred eighty-
eight (288) feet to an
iron pin corner in line of
lands now or formerly of

ses
ice
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or
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or
d
f

Paul R. G.
11

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

7876

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

One Hundred Seventy Three and 99/100



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR NO. 34-1985 E.D. (HAUPT)

031305936

Victor B.

57281000

August 6, 1985

be made in accordance
with the Schedule unless
exceptions are filed ther-
eto within ten (10) days
thereafter.

Seized and taken in exe-
cution at the suit of First
Federal Savings and
Loan Association of
Hazleton, vs. Barry J.
Haupt and Sharon E.
Haupt, his wife, and will
be sold by:

Victor B Vandling

Sheriff of

Columbia County

Thomas Kennedy, Esq.
Hazleton Pa

60-593
313

99

DOLLARS

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

Defendants

: IN THE COURT OF COMMON
: PLEAS OF COLUMBIA COUNTY
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:
: NO. 410 OF 1985

AFFIDAVIT OF NAME AND LAST KNOWN ADDRESS
OF OWNER AND DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LUZERNE :

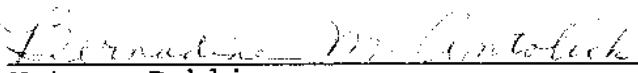
THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law,
deposes and says that he is attorney for the Plaintiff, First Federal
Savings and Loan Association of Hazleton, and that as such he has
authority to make this Affidavit on behalf of the Plaintiff and that
further, to the best of his knowledge, information and belief, the
names and last known addresses of the owners and Defendants in the
judgment filed to the above number and term of Court are as follows:

Barry J. Haupt, R.D. # 4, Box 69, Bloomsburg, Penna., 17815,
Sharon E. Haupt, R.D. # 4, Box 69, Bloomsburg, Penna., 17815.


Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 7th day of June, 1985.


Notary Public

EXPIRATION DATE OF NOTARY PUBLIC
My Commission Expires March 4, 1987

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

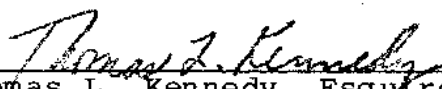
Defendants

: IN THE COURT OF COMMON
: PLEAS OF COLUMBIA COUNTY
:
: CIVIL ACTION - LAW
:
: Mortgage Foreclosure
:
:
: NO. 410 OF 1985

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

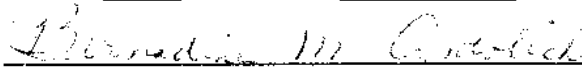
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LUZERNE :

THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law, does depose and say that he did, upon the request of First Federal Savings and Loan Association of Hazleton investigate the status of Barry J. Haupt and Sharon E. Haupt, his wife, with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally. And your affiant avers that Barry J. Haupt and Sharon E. Haupt, his wife, are not now, nor were they within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.


Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 7th day of June, 1985.


Notary Public

NOTARY PUBLIC
My Comm. Ex. 123456789
Exp. 12/31/88

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

BARRY J. HAUPT and SHARON E. HAUPT,
his wife,

Defendants

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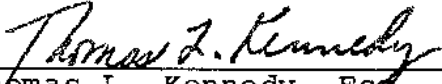
WRIT

TO: VICTOR B. VANDLING, SHERIFF OF COLUMBIA COUNTY

You are hereby directed to seize, levy, advertise and sell all the real property of the above named Defendants on the premises located at R. D. #4, Mount Pleasant Township, Bloomsburg, Columbia County, Pennsylvania.

You are hereby released from any responsibility in not placing watchmen or insurance on the real property levied on by virtue of this Writ.

Dated: _____



Thomas L. Kennedy, Esq.
Attorney for Plaintiff