

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 22nd day of AUGUST 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 CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION, 999 Brickell Ave., Miami, Florida for the price or sum of Seven Hundred and Thirty and 88/100 (\$730.88) plus Fourteen and 62/100 (\$14.62) 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 County Sheriff's Dept.	Sale Cost	\$130.40	
	Poundage	14.62	
			\$145.02
Press-Enterprise, Inc.			197.51
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
	(1985 County & School Taxes)		
Connie C. Gingher, Tax Collector, Berwick Boro. (Parcel No. 04.1-7-55)			320.22
State Treasurer - Surcharge Fee			12.00

Susquehanna Savings Association
now known as Atlantic Financial
Federal, assigned over to:
CITIZENS FEDERAL SAVINGS & LOAN ASSOC.

vs

DARRELL JONES AND MARY ELLEN JONES
and NORMA E. JONES

NO. 509 - 1985 J.D.
NO. 39 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
23 AUGUST 1985

So answers

Victor B Vandling
Victor B. Vandling Sheriff

SUSQUEHANNA SAVINGS ASSOC.	:	IN THE COURT OF COMMON PLEAS
n/k/a ATLANTIC FINANCIAL FEDERAL		
assigned over to:	:	OF COLUMBIA COUNTY
CITIZENS FEDERAL SAVINGS &	:	
LOAN ASSOCIATION	:	CIVIL ACTION-LAW
Plaintiff	:	Action of Mortgage Foreclosure
vs.	:	
DARRELL JONES AND	:	
MARY ELLEN JONES AND	:	
NORMA E. JONES	:	
Defendants	:	No. 509 of 1985

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

To Darrell Jones, Mary Ellen Jones and Norma E. Jones,
 Defendants herein and Darrell Jones and Norma E. Jones, 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, Pa. on *Thursday, August 22,*
 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 on the
 northerly side of East Second Street, as extended from the Borough of Berwick
 (said lot being partly in Salem Twp., Luzerne Co. but mostly in the Borough of

Berwick, Columbia County), State of Pennsylvania, bounded and described as follows, to wit:

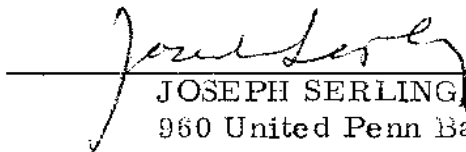
BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street; THENCE in a northerly direction along line of Lot No. 2, a distance of 108 feet to an alley; THENCE in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; THENCE in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; THENCE in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover Lot No. 3 on the northerly side of East Second Street.

BEING the same premises conveyed by Michael R. Yalch and Rose M. Yalch, his wife, dated August 16, 1976 and recorded in Luz. Co. D.B. 1897, page 554 to Darrell Jones and Mary Ellen Jones, his wife, said Deed also being recorded in Columbia County in D.B. 277, page 935.

ALSO being the same premises conveyed by Darrell Jones and Norma E. Jones, his wife, and Mary Ellen Jones, single, to Darrell Jones and Norma E. Jones, his wife, by deed dated Sept 30, 1980 and recorded in Luz. Co. D.B. 2034, page 914, and in Columbia County D.B. 299, page 862.

IMPROVED with a single family dwelling known as 409 E. Second St, Berwick, Columbia Co. and Salem Twp., Luz. Co. Pa.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on *August 23*, 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

TERM
SESS. 19_____

M _____ Sheriff

vs.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

DARRELL JONES and MARY ELLEN JONES, and NORMA E. JONES

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Assoc., N/K/A
Atlantic Financial Federal, assigned
to: Citizens Federal Savings & Loan
Association
versus
Darrell Jones, Mary Ellen Jones &
Norma E. Jones

No. 509 of Term, 1985
Real Debt ||\$ 18,508.65
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 5, 1985
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL

I, ~~Frank B. Beshong~~, 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
Darrell Jones and Mary Ellen Jones and Norma E. Jones

and find as follows:

See Photostatic copies attached.

See Discharge of Debtors by United States Bankruptcy Court.

Fee ..\$5.00.....

In testimony whereof I have set my hand and
seal of office this 20th day of August
A.D., 19 85

Beverly J. Michael - RECORDER

201 273
(1/23)

United States Bankruptcy Court
For the Middle District of Pennsylvania

In re

DARRELL J. JONES
NORMA E. JONES FORMERLY
NORMA E. HARING

Case No. 5-84-00132

Debtors*

RECEIVED
7/23/84

DISCHARGE OF DEBTORS

It appearing that the persons named above have filed a petition commencing a joint case under title 11, United States Code on the 23rd day of March, 1984 that an order for relief was entered under chapter 7 and that no complaint objecting to the discharge of the debtors was filed within the time fixed by the court [or that a complaint objecting to discharge of one or both of the debtors was filed and, after due notice and hearing, was not sustained], it is ordered that

1. The above-named debtors be and they hereby are released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court be and it hereby is null and void as a determination of the personal liability of the debtors with respect to any of the following:
 - (a) debts dischargeable under 11 U.S.C. §523;
 - (b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from the discharge under clauses (2), (4) and (6) of 11 U.S.C. §523 (a);
 - (c) debts determined by this court to be discharged under 11 U.S.C. §523.
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above be and they hereby are enjoined from commencing, continuing or employing any action, process or act to collect, recover or offset any such debt as a personal liability of the debtor, or from property of the debtors, whether or not discharge of such debt is waived.

Recommended By:

Thomas C. Gibbons
THOMAS C. GIBBONS

BY THE COURT

Wendy J. Mitchell
United States District Judge

Dated:

July 19, 1984

Recorded in Columbia County
Record Bk 335 pg 454
July 25, 1984 9:16am

Beverly J. Mitchell

BOOK 335 PAGE 454

*Include all names used by debtors within last 6 years.

Mortgage

This Indenture, Made the 28th day of March
in the year nineteen hundred and eighty-three (1983).

Between DARRELL JONES and NORMA JONES, his wife, of 409 East Second
Street, Berwick, Columbia County, Pennsylvania-----

-----Mortgagor s.
and JACK L. VANDERMARK, of R.D.#4, Bloomsburg, Columbia County, Penn-
sylvania-----

Whereas, the said

Mortgagor, in and by certain Obligation or Writing
Obligatory, under hand and seal, duly executed, bearing even date herewith stand
bound unto the said Mortgagee in the sum of Ninety-two thousand and no cents-----
(\$92,000.00)-----Dollars--lawful money of the United States of
America; conditioned that the said Mortgagor s., their heirs, executors or administrators,
shall and do well and truly pay, or cause to be paid, unto the said Mortgagee, ----his-----
certain attorneys, executors, administrators or assigns, the sum of Forty-six thousand-----
(\$46,000.00)-----Dollars,

PAYABLE within 15 years from the date hereof together with interest
on all unpaid balances of principal at the rate of 13 percent per
annum. The said principal and interest shall be paid in monthly in-
stallments of Five Hundred Eighty-Two Dollars and Two Cents (\$582.02)
each, the first such monthly payment to be made on the 5th day of
SEPTEMBER, 1983, and thereafter on the 5th day of each and every
month until the entire indebtedness has been paid; said monthly pay-
ments shall be applied first to the said interest and then in reduc-
tion of said principal sum.

The Mortgagors shall pay to the holder hereof a late charge of
five (5%) per cent of any monthly installment not received by the
holder within 15 days after the installment is due.

And Also, from time to time, and at all times, until payment of said principal sum be made as afore-
said, keep the building, erected and to be erected upon the land herein described, insured for the benefit
of the Mortgagee, in some good and reliable Stock Insurance Company or Companies to the amount
of at least Forty-six thousand dollars and no cents-----

-----Dollars, and take no insurance out on said
buildings, not marked for the benefit of the Mortgagee; the further condition of the said Obli-
gation is such, that if at any time default shall be made in the payment of principal and
----- interest or insurance premium as aforesaid, for the space of 15 days
after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made
by the said Mortgagor s., their heirs, executors, administrators or assigns, then and in such case, the
said principal sum shall at the option of the said Mortgagee, his executors,
administrators or assigns, become due; and payment of the same, with the interest and costs of insurance
due thereon, as aforesaid, together with an attorney's commission of 10 per cent, on the said
principal sum, besides costs of suit, may be enforced and recovered at once, anything therein contained
to the contrary thereof in anywise, notwithstanding, as in and by the said recited Obligation and the con-
dition thereof (relation being thereunto had) may more fully and at large appear.

Witnesseth that the said Mortgagor s., as well for and in consideration of the said debt or sum of
Forty-six thousand dollars and no cents-----
Dollars, and for the better securing the payment of the same with interest, as aforesaid, unto the said
Mortgagee, his executors, administrators or assigns in the
discharge of the said recited Obligation, as for and in consideration of the further sum of one dollar,
lawful money, aforesaid, unto the said Mortgagor s. in hand well and truly paid by said Mortgagee, at
or before sealing and delivery hereof, the receipt whereof is hereby acknowledged,
granted, bargained and sold, released, and confirmed, and by these presents, do grant
bargain and sell, release and confirm unto the said Mortgagee, his heirs and assigns

ALL THAT CERTAIN lot, piece or parcel of land lying and being situate
on the Northerly side of East Second Street, as extended from the
Borough of Berwick, (said lot being partly in Salem Township, Luzerne
County, but mostly in the Borough of Berwick, Columbia County,
bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street;

THENCE in a Northerly direction along line of Lot No. 2, a distance of 108 feet to an alley;

THENCE in an Easterly direction along the Southerly line of said alley, a distance of 33 feet to corner of Lot No. 4;

THENCE in a Southerly direction, parallel with the first course herein, a distance of 108 feet to the Northerly side of East Second Street aforesaid;

THENCE in a Westerly direction along East Second Street, a distance of 33 feet to the place of BEGINNING.

THIS DESCRIPTION is intended to cover and this deed to convey Lot No. 3 on the Northerly side of East Second Street.

Together with all and singular the improvements, ways,

Buildings

waters, watercourses,

rights, liberties, privileges, hereditaments and appurtenances whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents issues and profits thereof;

To Have And To Hold the said

land, lot

hereditaments and premises granted, or mentioned and intended so to be with the appurtenances, unto the said Mortgagee

his

heirs and assigns, to and for the only proper use

and behoof of the said Mortgagee

his

heirs and assigns, forever:

And the said Mortgagor s, for

their

heirs and assigns do hereby

covenant, promise and agree to and with the said Mortgagee

his

heirs, executors,

administrators and assigns, that if the said Mortgagor s,

their

heirs or assigns,

shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said Mortgagee

his

heirs, executors, administrators or assigns, to insure the said building

in a sum sufficient to secure payment

of the said principal debt, in case of fire, and shall recover the costs and expenses of such insurance in a suit upon this Mortgage.

Provided always, nevertheless, that if the said Mortgagor s,

their

heirs,

executors, administrators or assigns, do and shall well and truly pay, or cause to be paid, unto the said

Mortgagee

executors, administrators or assigns, the said

principal sum of

forty six thousand

Dollars,

lawful money, aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest and costs and charges of insurance, as aforesaid, and without any deduction, detraction or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth, as well this present Indenture and the estate hereby granted, as the said

recited Obligation, shall cease, determine and become void, anything here-

inbefore contained to the contrary thereof in anywise notwithstanding. And Provided, also, that it

shall and may be lawful for the said Mortgagee

his

executors,

administrators or assigns, when and as soon as the said principal sum shall, in any event, become due and payable, as aforesaid, an Action of Mortgage foreclosure may be properly commenced upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance, as aforesaid, together with an attorney's commission of *10%* per cent. on said principal sum, besides cost of suit, without stay of or exemption from execution or other process, with a full release of errors; any law, rule of court, or usage to the contrary notwithstanding.

In Witness Whereof, the said parties of the first part have to these presents set their

hand and seal s, the day and year first above written.

Signed, sealed and delivered in the presence of

William A. Jones

Both parties

Darrell Jones
Darrell Jones



Norma Jones
Norma Jones



Certificate of Residence

I hereby certify, that the precise address of the mortgagee

R.D. #4

Bloomsburg, PA 17815

herein is as follows:

William A. Jones
Attorney or Agent for Mortgagee

Commonwealth of Pennsylvania

County of COLUMBIA

SS:

On this, the 29th day of March 19 83, before me a Notary Public

the undersigned officer, personally appeared Darrell & Norma Jones

known to me (or satisfactorily proven) to be the person & whose name & subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial



My Commission Expires

WILLIAM S. BRETSCHER, Notary Public
Bloomsburg, Columbia County, PA
My Commission Expires May 21, 1983

Commonwealth of Pennsylvania

County of

SS:

On this, the day of 19 , before me

the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX FEE 12.14
MAR 29 2 52 PM '83

7333
Mortgage

INDIVIDUAL - REVISED 1983

DARRELL JONES
NORMA JONES

TO

JACK L. VANDERMARK

Dated March 28 19 83

Upon

To secure - \$ 46,000.00

Payable

LAW OFFICES OF
Krebbler, Gregorowicz and Hill
401 Market Street
Bloomsburg, PA 17815

Commonwealth of Pennsylvania

County of Columbia 2:52 p.m.

SS:

Recorded in the office for Recording of Deeds, &c., in and for said County, in

Book No. 316 Page 134

Witness my hand and Official Seal this 29th day of March , 19 83

Beverly J. Michael
Acting Recorder of Mortgages

BOOK 316 PAGE 137

MORTGAGE

Joseph Schroeder aka Joseph
Schroeders and Darrell J.
Jones and Norma E. Jones,

THIS MORTGAGE, entered into this 28th day of October, 1983, between herein called "Mortgagor," and FinanceAmerica Consumer Discount Co., his wife, a Pennsylvania corporation having an office and place of business at 306 West Fourth Street, Williamsport, Pennsylvania, herein called "Mortgagee," WITNESSETH, that to secure payment by Mortgagor(s) of a promissory Note dated October 28, 1983, by the terms of which Mortgagor(s) have become indebted to Mortgagee for the Total of Payments (including interest) of \$151,200.00 to be paid in 180 monthly installments of \$ 840.00 with the first installment being paid on December 4, 1983, and succeeding installments to be paid on the 4th day of each month thereafter until the entire sum due is paid in full, Mortgagor(s) does by these presents mortgage, grant, bargain, sell, alien, release, convey, and confirm unto Mortgagee, its successors or assigns the following described real estate in the County of Luzerne, State of Pennsylvania, to-wit:

ALL THAT CERTAIN tract of land situate in the Township of Conyngham, County of Luzerne and State of Pennsylvania, bounded and described as follows:

BEGINNING at a Chestnut on the line between the Jeremiah Smith Warrantee tract and the Margaret Smith Warrantee tract at the Northerly corner of the Elisha Decker tract, thence along the Margaret Smith tract, and along a stone wall, North 87-1/2 degrees East, 159 rods, more or less, to an iron pin marking the Northwesterly corner of land of A. W. Burd; thence along said land South 00 degrees 15 minutes West, 47 rods to a stake corner; thence still along said land and along a stone wall, North 85 degrees 30 minutes East, 20.3 rods more or less, to the Ann Lobdel tract; thence along said tract South 12 degrees 45 minutes West, 50 rods, more or less, to a corner; thence along Lot Number 6 in the Partition of the Jacob Weiss Estate, South 88-1/2 degrees West, 296 rods, more or less, to a corner on the Elisha Decker tract, now or late of the land of Alex Shafara; thence along said tract North 1 degree East, 43 rods, more or less, to a stump corner; thence still along said land North 87-1/2 degrees East, 86 rods, more or less, to a yellow pine corner; thence still along said land North 1 degree East, 45 rods, more or less, to the place of beginning.

SEE ANNEX "A"
together with all buildings and improvements now or hereafter erected thereon and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

This Mortgage and the lien thereof shall be security for said debt and for any and all loans that may be made by Mortgagee to Mortgagor(s) at any future time; provided, however, that at no time shall the sum of the unpaid balances of the present debt and all subsequent loans exceed in the aggregate the maximum permitted by law.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:

- FIRST: If permitted by law, to the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.
SECOND: To the payment of interest due on said loan.
THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or no, or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, and if permitted by law, may: (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof, and (c) pay such liens; and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Loan Agreement and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Loan Agreement as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Loan Agreement secured hereby shall become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon, subject, however, to any notice of default and right to cure default which may be provided by applicable law. In such event the Mortgagee shall have the right to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises, if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and legal expenses if allowed by law.

(3) Whenever, by the terms of this instrument or of said Loan Agreement, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagor of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum accrued hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Loan Agreement at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(5) All provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(7) Mortgagor agrees to surrender possession of the hereinabove described Mortgage premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

(8) THE PURCHASE OF CREDIT LIFE OR CREDIT HEALTH INSURANCE IS NOT A PREREQUISITE TO OBTAINING A LOAN.

ANNEX "A"

BEING all of Lot Number 7 in the Partition of the Estate of Jacob Weiss as shown on a map contained in Orphans' Court Docket No. 6, page 261, excepting the land at the Northeasterly corner of said tract now occupied by A. W. Burd. Together with all the right, title and interest of the grantors in and to a strip of land 16 rods in width and 50 rods, more or less, in length, adjoining the above described land along its eastern boundary, being part of the Ann Lobdel tract. Both tracts together containing 148 acres, more or less. Together with the right to a private road over and across the land now occupied by A. W. Burd as reserved in the deed of Martha Harter, et vir, to Robert Harter dated February 1, 1906, recorded in Deed Book 420, page 391.

EXCEPTING AND RESERVING therefrom the transfer of 30.006 acres from Paul Beck and Betty Beck, his wife, and Jack L. Vandermark and Janet Vandermark, his wife, to H. William Welliver and Gail A. Welliver, his wife, by deed recorded February 27, 1975.

BEING the same premises which Paul Beck and Betty Beck, his wife, by deed dated February 27, 1975 and recorded in Deed Book Volume 1849, page 999, granted and conveyed unto Jack L. Vandermark and Janet Vandermark, his wife, grantors herein.

Also known as Pond Hill Property in Luzerne County.

ALL--that certain lot, piece or parcel of land lying and being situate on the northerly side of East Second Street, as extended from the Borough of Berwick, (said lot being partly in Salen Township, Luzerne County, but mostly in the Borough of Berwick, Columbia County) bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet east of the intersection of Walnut Street and East Second Street; thence in a northerly direction along line of Lot No. 2 a distance of 108 feet to an alley; thence in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; thence in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; thence in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover and this deed to convey Lot No. 3 on the northerly side of East Second Street.

BEING the same premises conveyed to Darrell Jones and Mary Ellen Jones, his wife, by deed of Michael R. Yalch and Rose M. Yalch, his wife, dated August 16, 1976, and recorded in Luzerne County Deed Book Volume 1897 at page 554 on August 20, 1976, and recorded in Columbia County Deed Book Volume 277 at page 935 on August 20, 1976.

The said Darrell Jones and Mary Ellen Jones were divorced by decree dated May 2, 1979, filed to No. 65 of 1979. The said Darrell Jones is now intermarried with Norma E. Jones.

Also known as 409 E. Second Street, Berwick.

A copy of this mortgage is also being filed in Columbia County

2001331 JAE 163

2001325 JAE 675

Being sold
8/22/85

Recorded in Columbia County Record Book 325, page 674 on November 15, 1983 at 10:41 a.m.

Beverly J. Michael Acting Recorder

IN WITNESS WHEREOF, this Mortgage has been duly executed on the date shown on the record file.

Signed, sealed and delivered in the presence of:

Jack Guinter
as to both
Witness

Joseph Schroeder
Mortgagor
Darrell J. Jones (SEAL)
Mortgagor - Borrower

James E. Jones (SEAL)
Mortgagor - Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF
Lycoming
On this, the 28th day of October, A.D.
19 83 before me, notary public

the undersigned officer personally appeared Joseph Schroeder
Joseph Schroeder and Darrell J. & Norma
known to me for satisfactorily present to be the persons whose
names are subscribed to the within instrument and acknowledged that
they executed the same for the purposes therein contained.

Person signing immediately below signs to waive all interests in above
described property including any right to possession after foreclosure.
Person signing immediately below is not personally liable.

aka Witness (SEAL)
E. Jones
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF
Lycoming

CERTIFICATE OF RESIDENCE

The Mortgagee hereby certifies that FinanceAmerica Consumer
Discount Company
present residence is 306 West Fourth Street
Williamsport, PA 17701

Witness my hand on this twenty-eighth day of
October, 19 83.

Jack Guinter
Jack Guinter, Assistant Manager
FinanceAmerica Consumer Discount Company

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

My Commission Expires 10/31/85
Dorinda L. Kinsey
DORINDA L. KINSEY, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires Oct. 21, 1989 (Title of Officer)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lycoming

Recorded on this 3RD day of November, A.D. 19 83, in the Recorder's Office
of the said County, in Mortgage Book, Vol. 1331, page 162.

Given under my hand and the seal of the said office the day and year aforesaid.

Frank C. Castella
Recorder

RECORDED
FEE AND TAX PAID
RECORDER'S OFFICE
NOV-3 AM 11:00
FRANK C. CASTELLA
RECORDER OF DEEDS

ENTERED FOR RECORD
NOV 15 1983

NOV 15 1983

Frank C. Castella

Real Estate
Mortgage

Recorded

REC'D RECORDER
COLUMBIA CO., PA.
NOV 15 10 41 AM '83
204-1400
FEE
Number

1331 PAGE 164

325 676

Assigned To: Citizens Savings & Loan
779 Berwick Ave
Berwick, Pa.

MORTGAGE

THIS MORTGAGE is made this 18th day of August, 1976, between the Mortgagor, DARRELL JONES and MARY ELLEN JONES, his wife, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventeen thousand (\$17,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 18, 1996;

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 and County of Luzerne, State of Pennsylvania:

ALL that certain piece or parcel of land situate in the northerly side of East Second Street, as extended from the Borough of Berwick (said lot being partly in Salem Township, Luzerne County, but mostly in the Borough of Berwick, Columbia County), State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street; THENCE in a northerly direction along line of Lot No. 2, a distance of 108 feet to an alley; THENCE in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; THENCE in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; THENCE in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover Lot No. 3 on the northerly side of East Second Street.

BEING the same premises conveyed by Michael R. Yalch and Rose M. Yalch, his wife, to Darrell Jones and Mary Ellen Jones, his wife, the Mortgagors herein, by deed dated August 16, 1976 and about to be recorded in the office of the Recorder of Deeds in and for Columbia County and Luzerne County simultaneously herewith.

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

This is a purchase money mortgage.

IMPROVED with a single family dwelling

which has the address of 409 East Second Street, Berwick, Columbia County, Pennsylvania and Salem Township, Luzerne County, ^(State) Pennsylvania ^(City)
(State and Zip Code) (herein "Property Address");

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

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

In Assign of Title Book 312, Page 444 rec'd 11-29-82

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

..... *[Signature]* *[Signature]*
Darrell Jones —Borrower

..... *[Signature]*
Mary Ellen Jones —Borrower

COMMONWEALTH OF PENNSYLVANIA, County ss:

On this, the 18th day of August, 1976, before me,
..... the undersigned officer, personally appeared DARRELL JONES and
MARY ELLEN JONES, his wife, known to me (or satisfactorily
proven) to be the persons whose name s are subscribed to the within instrument and acknowledged that
..... they executed the same for the purposes herein contained.

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

My Commission expires: 12/12/79.

Berwick, Columbia County, Penna.

NOTARY PUBLIC

Title of Officer

I HEREBY CERTIFY, that the precise residence of the Susquehanna Savings Association is 31 West Market Street, Wilkes-Barre, Pa.

Joseph Serling,

Columbia County, Commonwealth of Penna.

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Penna.
Mortgage Book No. 180 Page 381, etc.

WITNESS my hand and Seal of Office this 20th day of August, 1976
8:23 a.m.

Pa.

REC'D BY RECORDER
COLUMBIA CO., PA.

TAX: \$52.00 FEE: \$1.50
AUG 20 8 23 AM '76

No. <u>235</u>	Mortgage	DARRELL JONES and MARY ELLEN JONES, his wife,	TO Susquehanna Savings Association	DATE: August 1976 PREMISES: 409 East Second Street, Berwick, Columbia County, Pa. and Salem Twp., Luzerne County, Pa. REAL DEBT: \$17,000.00 MONTHLY PAYMENT: 155.70	Record and Return to Joseph Serling Attorney for Association 960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania
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BOOK 180 PAGE 384

[Handwritten mark]

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 22nd day of AUGUST 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 CITIZENS FEDERAL SAVINGS & LOAN ASSOCIATION, 999 Brickell Ave., Miami, Florida for the price or sum of Seven Hundred and Thirty and 88/100 (\$730.88) plus Fourteen and 62/100 (\$14.62) 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 County Sheriff's Dept.	Sale Cost	\$130.40	
	Poundage	14.62	
			\$145.02
Press-Enterprise, Inc.			197.51
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
	(1985 County & School Taxes)		
Connie C. Gingher, Tax Collector, Berwick Boro. (Parcel No. 04.1-7-55)			320.22
State Treasurer - Surcharge Fee			12.00

Susquehanna Savings Association
now known as Atlantic Financial
Federal, assigned over to:
CITIZENS FEDERAL SAVINGS & LOAN ASSOC.

vs

DARRELL JONES AND MARY ELLEN JONES
and NORMA E. JONES
NO. 509 - 1985 J.D.
NO. 39 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
23 AUGUST 1985

So answers

Victor B Vandling
Victor B. Vandling Sheriff



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

September 4, 1985

Connie C. Gingher
120 R East 3rd St.
Berwick, PA 18603

RE: Susq. Sav. Assn., etc.
VS: Darrell Jones & Mary Ellen Jones
and Norma E. Jones

Dear Ms. Gingher,

This memo is to notify you that SHERIFF'S SALE in the captioned case was held 22 August 1985.

Copies of tax notices requested and forwarded to this office by you are hereby returned. Tax monies collected are enclosed in the amount of \$ 320.22.

Property purchased by CITIZENS FEDERAL SAVINGS & LOAN ASSN.,
999 Brickell Ave., Miami, Florida.

Thank you for your cooperation in this matter.

Very truly yours,

A. J. Zale for
Victor B. Vandling

P.S. Should you need additional information on the buyer, suggest you contact Atty. Joseph Serling, 960 UP Bank Bldg., Wilkes-Barre, Pa. He did represent them.

ALSO: Would very much appreciate your support (in my behalf) in the upcoming General Election. I would like to continue the working relationship between these offices during the next 4 years. Thank you.

SUSA Savings Assn., etc.

VS

Jones, Darrell, Mary Ellen, NormaTHURSDAY, August 22, 1985NO. 39-1985 E.D.SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>	
Service	<u>1.00</u>	
Mailing	<u>4.00</u>	
Advertising, Sale Bills	<u>4.00</u>	
Newspapers	<u>1.00</u>	
Posting Handbills	<u>21.00</u>	
Mileage	<u>17.10</u>	
Crying/Adjourn of Sale	<u>7.00</u>	
Sheriff's Deed	<u>1.00</u>	
Distribution of Proceeds	<u>1.00</u>	
Other		
Total.....	\$ <u>73.10</u>	\$ <u>133.40</u>
Press-Enterprise, Inc.	<u>14.00</u>	
Henrie Printing	<u>22.00</u>	
Solicitor's Services		
Total.....	\$ <u>36.00</u>	\$ <u>249.40</u>
Prothonotary - Liens List	\$ <u>15.00</u>	
Deed Notarization	<u>5.00</u>	
Total.....	\$ <u>20.00</u>	\$ <u>269.40</u>
Recorder of Deeds, Col. Co. - Copywork	\$ <u>5.00</u>	
Deed	<u>13.00</u>	
Total.....	\$ <u>18.00</u>	\$ <u>287.40</u>

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 198 <u>5</u>	\$ <u>10.00</u>	
School Taxes, District <u>Berwick</u> , 198 <u>5</u>	<u>1.00</u>	
Delinquent Taxes - 198 <u>4</u> , 198 <u>5</u> , 198 <u>6</u> (TOTAL AMOUNT)	<u>1.00</u>	
Total.....	\$ <u>12.00</u>	\$ <u>300.40</u>

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 198 <u>5</u>	Total..... \$ <u>0.00</u>	\$ <u>0.00</u>
---	---------------------------	----------------

SURCHARGE FEE (State Treasurer)\$ 14.00TOTAL TAXES & COSTS ----- \$ 730.88PURCHASER: Paterson, etc.BID PRICE: \$ 730.88 POUNDAGE \$ 14.00 TOTAL \$ 744.88DEED IN NAME OF: Paterson, etc.REALTY TRANSFER TAX \$ 0.00 STATE STAMPS \$ 0.00

Total Paid to AHA is \$744.88

JOSEPH SERLING
ATTORNEY AT LAW
960 UNITED PENN BANK BUILDING
WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717
TELEPHONE 823-2181

August 23, 1985

Sheriff of Columbia County
Columbia County Court House,
Bloomsburg, Pa. 17815

Atten: Mr. Zale

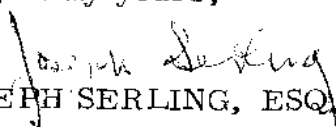
RE: Darrell Jones et al
Sheriff's Sale

Dear Mr. Zale:

Enclosed herewith you will please find a check in the sum of
\$245.50 which represents the balance due you on the above sale.

Please send receipt for same.

Very truly yours,


JOSEPH SERLING, ESQ.

JS/cf
Enclosure



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) Darrel Jones and Mary Ellen Jones and Norma E. Jones	Grantee(s) Citizens Federal Savings & Loan Association
Street Address	Street Address 999 Brickell Ave.,
City State Zip Code	City State Zip Code Miami Florida

C PROPERTY LOCATION

Street Address: 409 East Second Street
City: Berwick Township: Borough: County: Columbia Tax Parcel Number: 04.1-7-55

D VALUATION DATA

1. Actual Cash Consideration \$730.88	2. Other Consideration + -----	3. Total Consideration = -----
4. County Assessed Value \$2160.00	5. Fair Market Value \$6460.00	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 _____ (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 8/22/85 for sum of \$730.88 (taxes & costs) plus \$14.62 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: 9/4/85

(SEE REVERSE)

7908

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

Aug. 16, 1985

\$ 197.51

Press-Enterprise, Inc.
indeed Ninety Seven and 51/100

DOLLARS

Susquehanna Bank-COLUMBIA TRUST CO.
Pottsville, Pa.

Victor B. Vandling

1985 E.D. (Jones)

572 810 000 50

197.51

SS:

... being duly sworn according to
e is a newspaper of general circulation with its pri
ackawanna Avenue, Bloomsburg, County of Columbi
ablished on the 1st day of March, 1902, and has bee
gal Holidays) continuously in said Town, County and
at; that hereto attached is a copy of the lega
titled proceeding which appeared in the issue of said
... July 31, August 7 and 14 ...
ed; that the affiant is one of the owners and publis
ertisement or notice was published; that neither the
d in the subject matter of said notice and advertis
the foregoing statement as to time, place, and c

re me this 14th day of August 1985

Paul R. Guly
Matthew J. Plume
(Notary Public)

July 31 August 7 and 14

Sheriffs Sale

Susq. Savings vs Darrel Jones

SHERIFF'S SALE
By virtue of a Writ of Execution No. 39 of 1985 issued out of the Court of Common Pleas of Columbia County to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Columbia County, Pa., on:
Thurs., Aug 22, 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 on the northerly side of East Second Street, as extended from the Borough of Berwick (said lot being partly in Salem Twp., Luzerne County, but mostly in the Borough of Berwick, Columbia County), State of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street; THENCE in a northerly direction along line of Lot No. 2, a distance of 108 feet to an alley; THENCE in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; THENCE in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; THENCE in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover Lot No. 3 on the northerly side of East Second Street.
BEING the same premises where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.
SEIZED and taken into execution at the suit of Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal assigned over to: Citizens Federal Savings and Loan Association vs. Darrell Jones and Mary Ellen Jones, and Norma E. Jones.
SAID premises will be sold by:
Sheriff of Columbia County
Victor Vandling
Joseph Serling, Atty

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly, III, being duly sworn according to and says that Press-Enterprise is a newspaper of general circulation with its principal place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia of Pennsylvania, and was established on the 1st day of March, 1902, and has been daily (except Sundays and Legal Holidays) continuously in said Town, County and the date of its establishment; that hereto attached is a copy of the legal advertisement in the above entitled proceeding which appeared in the issue of said on July 31, August 7 and 14 exactly as printed and published; that the affiant is one of the owners and publisher of said newspaper in which legal advertisement or notice was published; that neither the Press-Enterprise are interested in the subject matter of said notice and advertisement that all of the allegations in the foregoing statement as to time, place, and date of publication are true.

Paul R. Eyerly, III

Sworn and subscribed to before me this 14th day of August 1985

Matthew J. Creme

(Notary Public)

My Commission Expires

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

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

SHERIFF'S SALE
By virtue of a Writ of Execution No. 39 of 1985 issued out of the Court of Common Pleas of Columbia County to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Columbia County, Pa., on:
Thurs., Aug 22, 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 on the northerly side of East Second Street, as extended from the Borough of Berwick (said lot being partly in Salem Twp., Luzerne County, but mostly in the Borough of Berwick, Columbia County), State of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street; THENCE in a northerly direction along line of Lot No. 2, a distance of 108 feet to an alley; THENCE in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; THENCE in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; THENCE in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover Lot No. 3 on the northerly side of East Second Street.
BEING the same premises now and heretofore in the possession of the Sheriff of Columbia County, where the same are available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.
SEIZED and taken into execution at the suit of Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal, assigned over to: Citizens Federal Savings and Loan Association vs. Darrell Jones and Mary Ellen Jones, and Norma E. Jones.
SAID premises will be sold by:
Sheriff of Columbia County
Victor Vandling
Joseph Serling, Atty

P-E, Legal Ads, Wed., July 31, Aug. 7 & 14, 1985. Affidavit requested. 7/1
Connie Gingher, Tax Collector.
Boro of Berwick, Sewerage ~~Sheriff's~~ Sale Bill.

By virtue of a writ of execution no. 39 of 1985 issued out of the Court of Common Pleas of Columbia County to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Columbia County, Pa. on ~~Thursday~~, August 22, 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 on the northerly side of East Second Street, as extended from the Borough of Berwick (said lot being partly in Salem Twp., Luzerne County, but mostly in the Borough of Berwick, Columbia County), State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northerly side of East Second Street as extended from the Borough of Berwick, at corner of Lot No. 2, said point being 125 feet East of the intersection of Walnut Street and East Second Street; THENCE in a northerly direction along line of Lot No. 2, a distance of 108 feet to an alley; THENCE in an easterly direction along the southerly line of said alley, a distance of 33 feet to corner of Lot No. 4; THENCE in a southerly direction, parallel with the first course herein, a distance of 108 feet to the northerly side of East Second Street aforesaid; THENCE in a westerly direction along East Second Street, a distance of 33 feet to the place of beginning. This description is intended to cover Lot No. 3 on the northerly side of East Second Street.

BEING the same premises conveyed by Michael R. Yalch and Rose M. Yalch, his wife, dated August 16, 1976, to Darrell Jones and Mary Ellen Jones, his wife, and recorded in Luzerne County in D.B. 1897, page 554 and on August 20, 1976 recorded in Columbia County in D.B. 277, page 935.

ALSO being the same premises conveyed by Darrell Jones and Norma E. Jones, his wife, and Mary Ellen Jones, single, to Darrell Jones and Norma E. Jones, his wife, by deed dated Sept 30, 1980 and recorded in Luzerne County D.B. 2034, page 914 and in Columbia County in D.B. 299, page 862.

IMPROVED with a single family dwelling known as 409 E. Second St., Berwick, Columbia County, Pa. and Salem Twp., Luz. Co. Pa.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on August 23, 1985 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED and taken into execution at the suit of Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal, assigned over to: Citizens Federal Savings and Loan Association vs. Darrell Jones and Mary Ellen Jones, and Norma E. Jones.

SAID premises will be sold by:

SHERIFF OF COLUMBIA COUNTY, VICTOR VANDLING

JOSEPH SERLING, ATTORNEY



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Susquehanna Savings Association, ect.

vs

Darrell Jones and Mary Ellen Jones
and Norma E. Jones

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

POSTING OF PROPERTY


July 18, 1985 at 11:10 AM.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Darrell Jones and Mary Ellen Jones
and Norma Jones at 409 East 2nd St., Berwick, Penna. 18603

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

SO ANSWERS:


John J O'Brien and Glenn Webber
DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

18th DAY OF July 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

Susq. Sav. Assn. now known as
Atlantic Fin. Fed., assigned
over to: Citizens Federal
Savings & Loan Assoc.

vs

Darrell Jones and Mary Ellen
Jones and Norma E. Jones

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 39 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON NORMA E. JONES

On July 9, 1985, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to Norma E. Jones, 609 E. 2nd St., Berwick, Pa.
by Certified Mail, Return Receipt Requested No.
P 307 194 004. Said Norma E. Jones received
same on July 10, 1985 per signature of (see card attached)
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P 307 194 004
is attached.

So Answers:

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

For:

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

Sworn and subscribed before me
this 11 day of July 1985

Tami R. Kline
Prothonotary, Columbia County, Pa.



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

Susq. Sav. Assn. now known as
Atlantic Fin. Fed, assigned
over to: Citizens Federal
Savings & Loan Assoc.

vs

Darrell Jones and Mary Ellen
Jones and Norma E. Jones

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 39 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON DARRELL JONES

On July 9, 1985, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to Darrell Jones, 609 E. 2nd St., Berwick, PA
by Certified Mail, Return Receipt Requested No.
P 307 194 003. Said Darrell Jones received
same on July 10, 1985 per signature of (See card attached)
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P 307 194 003
is attached.

So Answers:

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

For:

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

Sworn and subscribed before me
this 11 day of July 1985

Tami R. Kline
Prothonotary, Columbia County, Pa.



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 Association

VS

Darrell Jones and Mary Ellen Jones
and Norma E. Jones

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

NO. 39 of 1985 ED.

WRIT OF EXECUTION

SERVICE ON Mary Ellen Jones

ON July 9, 1985 AT 5:00 PM., a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, _____

Mary Ellen Jones at 232 E. 11th St., Berwick, Penna.

_____ by _____

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 10 day of July 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 Association

VS

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

NO. 39 of 1985 ED.

WRIT OF EXECUTION

Darrell Jones and Mary Ellen Jones
and Norma E. Jones

SERVICE ON * VACANT PROPERTY *

ON July 9, 1985 AT 2:15PM., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the
defendant Darrell Jones and Mary Ellen Jones and Norma Jones
409 E. 2nd St., Berwick, Penna. by _____
John J O'Brien.

So Answers:

John J O'Brien
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 9th day of July 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

SUSQUEHANNA SAVINGS ASSOC.
n/k/a ATLANTIC FINANCIAL
FEDERAL
assigned over to;
CITIZENS FEDERAL SAVINGS &
LOAN ASSOCIATION

Plaintiff

vs.

DARRELL JONES AND
MARY ELLEN JONES AND
NORMA E. JONES

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

No. 509 of 1985

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

Richard Leali being duly sworn according to law deposes and
says that he is the Sr. Exec. Vice Pres. of Citizens Federal Savings and
Loan Association, and as such is authorized to make this Affidavit in it's behalf;
that to the best of his personal knowledge, information and belief, the
names and last known addresses of the Defendants, Darrell Jones,
Mary Ellen Jones and Noram E. Jones is: Darrell Jones and Norma
E. Jones is 609 E. 2nd. St., Berwick, Luz. Co. Pa. and Mary Ellen Jones
is 232 E. 11th St., Berwick, Columbia Co. Pa.

Richard L. Leali

Sworn to and subscribed
before me this 19 day
of June, 1985.

Francis M. Salaga
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 28, 1988

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANT

STATE OF FLORIDA

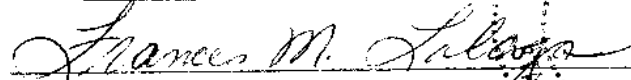
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ :
: SS:
COUNTY OF ~~XXXXXX~~ Pinellas :

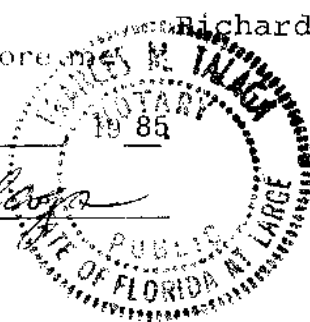
Richard L. Leali being duly sworn according
to law, does depose and say that he did, upon request of
Citizens Federal Savings and Loan Association
investigate the status of Darrell Jones and Mary Ellen Jones and Norma E. Jones,
with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally _____
_____ and your affiant avers that _____
_____ they are ~~xxx~~ are not now, nor ~~xxxx~~ were ~~xx~~/they, within a
period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and
Sailors' Civil Relief Act of 1940.



Richard L. Leali

Sworn to and subscribed before me
this 19 day of June 1985





My Commission Expires:

Notary Public, State of Florida
My Commission Expires Jan. 28, 1988
Boulevard, New York, New York, 10001, N.Y.

Susquehanna Savings Assoc. n/k/a
Atlantic Financial Federal assigned
over to: Citizens Federal Savings & Loan
Association

PLAINTIFF

No. _____ 509 Term 19 85

V.S.

Darrell Jones and
Mary Ellen Jones and
Norma E. Jones

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ^{Real}~~personal~~ property of the defendant on the premises located at
409 E. Second St., Berwick, Columbia Co. Pa.

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 ~~xxxxxx~~^{Real personal} property levied on by virtue of this writ. ~~XXXXXXXXXXXXXXXXXXXXXXX AND XXXXXXXXXXXXXXXX~~

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26