

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 24th day of OCTOBER 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ATLANTIC FINANCIAL FEDERAL, 31 W. MARKET STREET, WILKES-BARRE, LUZERNE COUNTY, PENNSYLVANIA

for the price or sum of SIX HUNDRED NINETY TWO and 67/100 (\$692.67) plus THIRTEEN and 84/100 (\$13.84) 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	\$115.50	
	Poundage	13.84	
			\$129.34
Press-Enterprise, Inc.			184.28
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			18.50
Charles A. Kashner, Tax Collector	(1985 School Taxes) (Parcel No. 25-05C-54)		314.14
State Treasurer - Surcharge Fee			8.00

SUSQUEHANNA SAVINGS ASSOCIATION
n/k/a ATLANTIC FINANCIAL FEDERAL
VS
PAUL DEGBRINA and CAROL DEGBRINA h/w
a/k/a PAUL R. and CAROL A. DEGBRINA
NO. 147 - 1985 J.D.
NO. 51 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
25 OCTOBER 1985 }
So answers
Victor B Vandling
VICTOR B. VANDLING
Sheriff

SUSQUEHANNA SAVINGS
ASSOCIATION n/k/a
ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

PAUL DEGBRINA AND
CAROL DEGBRINA, h/w a/k/a
PAUL R & CAROL A. DEGBRINA

Defendants

IN THE COURT OF COMMON PLEAS
:
OF COLUMBIA COUNTY
:

CIVIL ACTION-LAW

:
Action of Mortgage Foreclosure
:

:
No. 147 of 1985

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Paul Degbrina and Carol Degbrina h/w a/k/a Paul R. and
Carol A. Degbrina, Defendants herein and title owners of the real estate
hereinafter described;

NOTICE is hereby given that by virtue of the above captioned
Writ of Execution issued under the above captioned Judgment, directed to the
Sheriff of Columbia County, there will be exposed to public sale, by vendue or
outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia
County Court House, Bloomsburg, Pa. on *October 24*, 1985 at 10:00 o'clock
A.M. in the forenoon of the said day, all your right, title and interest in and to
ALL that certain piece or parcel of land situate in the Village of Rupert,
Township of Montour, County of Columbia, and State of Pennsylvania, bounded
and described as follows:

BEGINNING at an iron pin in line of other lands now or formerly of

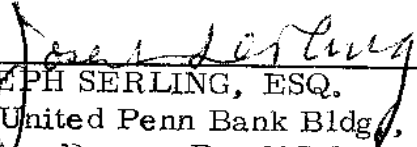
N. H. Hummel seventy feet northwest of the northwest corner of the intersection of a forty foot street and a fifty foot street; THENCE by the western side of said fifty foot street North eleven degrees West fifty feet to a concrete wall in line of land now or formerly of F. J. Hanrahan; THENCE by the line of said Hanrahan seventy nine degrees West, one hundred forty feet to an iron pin on the eastern side of a twenty foot alley; THENCE by the same South eleven degrees East, fifty feet to an iron pin in line of other land of said Hummel; THENCE by the same North seventy nine degrees East, one hundred forty feet to an iron pin on the western side of the aforesaid fifty foot street to the place of beginning. The above described premises was surveyed by W. H. Eyer, R. E. in May 1928.

This shall include title to the northern one half of a two car garage situate on the southern boundary line of the above described premises, said southern boundary line passing through the middle of the garage.

being the same premises conveyed by Charles J. Mayfield and Patricia A. Mayfield, his wife, to Paul R. Degbrina and Carol A. Degbrina, his wife, by deed dated July 20, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D. B. 287, page 1109.

IMPROVED with a single family dwelling situate at P. O. Box 146, R. D. #2, Bloomsburg, Pa. a/k/a 311 Rupert Drive, Bloomsburg, Pa.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on *October 25*, 1985 file a Schedule of Distribution in his office where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.


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

SUSQUEHANNA SAVINGS ASSOC. : IN THE COURT OF COMMON PLEAS
now known as ATLANTIC :
FINANCIAL FEDERAL : OF COLUMBIA COUNTY

Plaintiff : CIVIL ACTION-LAW

vs. : Action of Mortgage Foreclosure

PAUL DEGBRINA AND :
CAROL DEGBRINA, his wife a/k/a :
PAUL R. AND CAROL A. DEGBRINA :

Defendants : No. 147 of 1985

ALIAS WRIT OF EXECUTION

NOTICE

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

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

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

Luzerne County Legal Services Assoc., Inc.
410 Bicentennial Building
15 Public Square
Wilkes-Barre, Pennsylvania 18701
(717) 825-8567

- OR - Luzerne County Legal Services
Association, Inc.
21 North Church Street
Hazleton, Pennsylvania 18201
(717) 455-9511

OR Susquehanna Legal Services
R. D. #4, Bloomsburg, Pa. 17815
(717)784-8760

TERM
SESS. 19____

BLOOMSBURG, PA., October 15 19 85

M Sheriff

vs.

To FREDERICK J. PETERSON, Dr.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

Paul Degbrina & Carol Degrina, his wife a/k/a Paul R. and Carol A. Degbrina

Court of Common Pleas of Columbia County, Pennsylvania.

Susquehanna Savings Association
n/k/a Atlantic Financial Federal
versus

Paul Degbrina & Carol Degbrina, his wife
a/k/a Paul R. & Carol A. Degbrina

No. 147 of Term, 1985
Real Debt ||\$31,238.77
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 21, 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 Beishline~~ 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 Paul Degbrina and Carol Degbrina, his wife a/k/a Paul R. Degbrina and Carol A. Degbrina

and find as follows:

See photostatic copies attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and seal of office this 21st day of October A.D., 19 85.

Beverly J. Michael.....RECORDER

MORTGAGE

THIS MORTGAGE is made this 24th day of July 1978, between the Mortgagor, PAUL DEGBRINA and CAROL DEGBRINA, 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 Twenty Seven Thousand Five Hundred (\$27,500) Dollars, which indebtedness is evidenced by Borrower's note dated July 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 2003

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia, State of Pennsylvania:

ALL that certain piece or parcel of land situate in the Village of Rupert, Township of Montour, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in line of other lands now or formerly of N. H. Hummel seventy feet northwest of the northwest corner of the intersection of a forty foot street and a fifty foot street; THENCE by the western side of said fifty foot street North eleven degrees West fifty feet to a concrete wall in line of land now or formerly of F. J. Hanrahan; THENCE by the line of said Hanrahan seventy nine degrees West, one hundred forty feet to an iron pin on the eastern side of a twenty foot alley; THENCE by the same South eleven degrees East, fifty feet to an iron pin in line of other land of said Hummel; THENCE by the same North seventy-nine degrees East, one hundred forty feet to an iron pin on the western side of the aforesaid fifty-foot street to the place of beginning.

The above described premises was surveyed by W. H. Eyer, RE, in May 1928.

THIS conveyance shall include title to the northern one-half of a two-car garage situate on the southern boundary line of the above described premises, said southern boundary line passing through the middle of the garage.

BEING the same premises conveyed by Charles J. Mayfield and Patricia A. Mayfield, his wife, to Paul Degbrina and Carol Degbrina, his wife, the mortgagors herein, by deed dated July 20, 1978 and about to be recorded in the office of the recorder of deeds in and for Columbia County simultaneously herewith.

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

This is a purchase money mortgage loan.
IMPROVED with a single family dwelling

which has the address of P. O. Box 146, R. D. #2, Bloomsburg, Columbia County,
[Street] [City]
Pennsylvania (herein "Property Address");
[State and Zip Code]

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

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

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 condemner 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:

Paul R. Degbrina

Paul R. Degbrina
Paul Degbrina —Borrower

Carol Degbrina
Carol Degbrina —Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia

County ss:

On this, the 24th day of July, 1978, before me, C. D. Serling, the undersigned officer, personally appeared **PAUL DEGBRINA AND CAROL DEGBRINA, his wife** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

C. D. Serling
PROTESTANT, OF SEV. COURTS
MY COMM. EX. EXPIRATION JAN. 1980
Joseph Serling
Attorney for Mortgages

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

Recorded in the Office for Recording of Deeds in and for the County of Columbia, Commonwealth of Pennsylvania in Mortgage Book No. 190 Page 969, etc.

WITNESS my hand and Seal of Office this 24th day of July, 1978
2:20 p.m.

Marvin G. Bauer

No. 9572 A 349	REC'D BY RECORDER COLUMBIA CO. PA.	TAX \$50	FEE \$7.50	24 2:20 PM '78
Mortgage				
PAUL DEGBRINA and CAROL DEGBRINA, his wife TO Susquehanna Savings Association				
DATE: July 1978				
PREMISES: P. O. Box 146, R. D. #2 Bloomsburg, Columbia County Pennsylvania				
REAL DEBT: \$27,500.				
MONTHLY PAYMENT: \$235.51				
Record and Return to Joseph Serling Attorney for Association				
960 United Penn Bank Bldg., Wilkes-Barre, Pennsylvania				

MORTGAGE

THIS MORTGAGE entered into this 2nd day of September 1983, between PAUL R. DEGBRINA AND CAROL A. DEGBRINA, herein called "Mortgagors," and FINANCE ONE CONSUMER DISCOUNT CO. INC., a Pennsylvania corporation having an office and place of business at 118 N. Market Street, Berwick, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Principal Amount of Note \$ 8160.00 (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the (City) of Mantour, County of Columbia, Commonwealth of Pennsylvania, described as follows:

BEGINNING at an iron pin in line of land now or formerly of H. N. Hummel seventy (70) feet northwest of the northwest corner of the intersection of a forty (40) foot street and a fifty (50) foot street;

THENCE by the western side of said fifty (50) foot street North 11 degrees West Fifty (50) feet to a concrete wall in line of land now or formerly of F. J. Hanrahan;

THENCE by land now or formerly of said Hanrahan South 79 degrees West, one hundred forty (140) feet to an iron pin on the eastern side of a twenty (20) foot alley;

THENCE by same South 11 degrees East fifty (50) feet to an iron pin in line of land now or formerly of said Hummel;

THENCE by the same North 79 degrees East one hundred forty (140) feet to an iron pin on the western side of the aforesaid fifty (50) foot street, the place of BEGINNING.

The above described premises was surveyed by W. H. Eyer, R. E., in May, 1928.

THIS CONVEYANCE SHALL INCLUDE TITLE to the northern one-half of a two-car garage situate on the southern boundary line of the above described premises, said southern boundary line passing through the middle of the garage.

BEING premises known and designated as 311 Rupert Drive (R D 2) Bloomsburg, Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 287 Page 1109, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises, TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and the Mortgagors agree:

1. Mortgagors will make all payments on the due date in the Note, including payments due by acceleration or maturity, and perform all other conditions, covenants and obligations as required or provided herein and in the Note.
2. Mortgagors covenants and warrants that Mortgagors has fee simple title to the Premises and the right to mortgage the Premises.
3. Mortgagors will pay when due all taxes and assessments levied or assessed against the Premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request, and shall pay when due all amounts secured by any prior lien on the Premises.
4. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
6. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including reasonable attorney fees, costs of suit, and costs of sale.

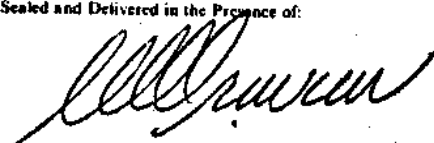
BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

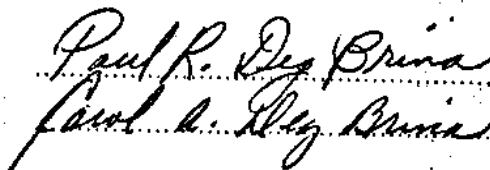
The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seals affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:





(SEAL)

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Lycoming

On this 2nd day of September 19 83, before me, a Notary Public, came the above named Paul R. DegBrina and Carol A. DegBrina their act and deed, and desired the same to be recorded as such. Mortgage(s) above named, and acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such. WITNESS my hand and seal, the day and year aforesaid.

BARBARA A. LORSON, Notary Public
Williamsport, Lycoming County, Pa.
My Commission Expires Feb. 10, 1986



CERTIFICATE OF RESIDENCE

I, Joanna M fuller of Finance One Consumer Disc Co Inc Mortgage named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 118 N Market Street, Berwick, Pennsylvania.

Witness my hand, this 2nd day of September 19 83

Joanna M Fuller
Agent of Mortgagee

REC'D BY RECORDER
COLUMBIA CO. PA.
TAX \$50.00 FEE \$13.00
SEP 9 5 10 PM '83

MLO-6 PA

145
COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Paul R DegBrina
Carol A Deg Brina

— 10 —

Mortgage
Finance One Consumer Disc Co 47

118 N Market Street, Berwick, Pa

Mortgaged Premises:
311 Rupert Drive (RD2) 323

Montour Township

Bloomsburg Pa 17815

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF Columbia, 3:10 p.m.

RECORDED on this 9th day of September 1983 in the Office for Recording of Deeds of said County, in Mortgage Book No. 323 Page 46 Record

Dorothy D Michael
Acting RECORDER

Susq. Sav. Assn., N/K/A Atl. Fin. Fed. VS DeGrina, Paul + Carol

THURSDAY,

Oct. 24, 1985

NO. 51-1985

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.50</u>	
Service	<u>21.00</u>	
Mailing	<u>—</u>	
Advertising, Sale Bills	<u>9.00</u>	
Newspapers	<u>4.00</u>	
Posting Handbills	<u>21.00</u>	
Mileage	<u>15.50</u>	
Crying/Adjourn of Sale	<u>7.50</u>	
Sheriff's Deed	<u>10.00</u>	
Distribution of Proceeds	<u>9.00</u>	
Other		
Total.....	\$ <u>115.50</u>	\$ <u>115.50</u>
Press-Enterprise, Inc.	<u>184.28</u>	
Henrie Printing	<u>37.25</u>	
Solicitor's Services		
Total.....	\$ <u>221.53</u>	\$ <u>221.53</u>
Prothonotary - Liens List	\$ <u>10.00</u>	
Deed Notarization	<u>5.00</u>	
Total.....	\$ <u>15.00</u>	\$ <u>15.00</u>
Recorder of Deeds, Col. Co. - Copywork	\$ <u>5.00</u>	
Deed	<u>13.50</u>	
Total.....	\$ <u>18.50</u>	\$ <u>18.50</u>

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 198 <u>5</u>	\$ <u>—</u>	
School Taxes, District <u>B169.</u> , 198 <u>5</u>	<u>314.14</u>	
Delinquent Taxes - 198 <u> </u> , 198 <u> </u> , 198 <u> </u> (TOTAL AMOUNT)	<u>—</u>	
Total.....	\$ <u>314.14</u>	\$ <u>314.14</u>

SEWERAGE RENT DUE:

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

SURCHARGE FEE (State Treasurer)

\$ 9.00

TOTAL TAXES & COSTS ----- \$

PURCHASER: PLAINTIFF

BID PRICE: \$ 692.67 POUNDAGE \$ 13.84 TOTAL \$ 692.67

DEED IN NAME OF: Atlantic Fin. Fed., W-B., PA. (31 W. Market St) 13 84

REALTY TRANSFER TAX \$ — STATE STAMPS \$ —

706.51

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 24th day of OCTOBER 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 ATLANTIC FINANCIAL FEDERAL, 31 W. MARKET STREET, WILKES-BARRE, LUZERNE COUNTY, PENNSYLVANIA for the price or sum of SIX HUNDRED NINETY TWO and 67/100 (\$692.67) plus THIRTEEN and 84/100 (\$13.84) 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	\$115.50	
	Poundage	13.84	
			\$129.34
Press-Enterprise, Inc.			184.28
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			18.50
Charles A. Kashner, Tax Collector	(1985 School Taxes) (Parcel No. 25-05C-54)		314.14
State Treasurer - Surcharge Fee			8.00

SUSQUEHANNA SAVINGS ASSOCIATION
n/k/a ATLANTIC FINANCIAL FEDERAL
VS
PAUL DEGBRINA and CAROL DEGBRINA h/w
a/k/a PAUL R. and CAROL A. DEGBRINA
NO. 147 - 1985 J.D.
NO. 51 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }
25 OCTOBER 1985

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... J. Stephen Buckley, being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, of Pennsylvania, and was established on the 1st day of March, daily (except Sundays and Legal Holidays) continuously in said the date of its establishment; that hereto attached is a copy of advertisement in the above entitled proceeding which appeared in on October 2, 9, 16 exactly as printed and published; that the affiant is one of the owners of said newspaper in which legal advertisement or notice was published Press-Enterprise are interested in the subject matter of said notice that all of the allegations in the foregoing statement as to truth of publication are true.

Sworn and subscribed to before me this 17th day of May

J. Stephen Buckley
Matthew J. Serling

My Comm.

MATTHEW J. SERLING
SHERIFF
MY COMM.
Member, P.S.

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

SHERIFF'S SALE
By virtue of a Writ of Execution No. 51 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, Pa., on:

Thurs., Oct 24, 1985
at 10:00 o'clock a.m.

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

Defendants in and to:
ALL that certain piece or parcel of land situate in the Village of Rupert, Township of Montour, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in line of other lands now or formerly of N.H. Hummel, seventy feet northwest of the northwest corner of the intersection of a forty foot street and a fifty foot street; THENCE by the western side of said fifty foot street North eleven degrees West fifty feet to a concrete wall in line of land now or formerly of F.J. Hanrahan; THENCE by the line of said Hanrahan seventy nine degrees West, one hundred forty feet to an iron pin on the eastern side of a twenty foot alley; THENCE by the same, South eleven degrees East, fifty feet to an iron pin in line of other land of said Hummel; THENCE by the same North seventy nine degrees East, one hundred forty feet to an iron pin on the western side of the aforesaid fifty foot street; the place of beginning.

The above described premises was surveyed by W.H. Eyer, RE in May 1928.

This shall include title to the northern one half of a two car garage situate on the southern boundary line of the above described premises, said southern boundary line passing through the middle of the garage.

BEING the same premises conveyed by Charles ~~excluded from the sale~~ eto within ten (10) days thereafter.

Seized and taken into execution at the suit of Susquehanna Savings Association n/k/a Atlantic Financial Federal vs. Paul Degbrina and Carol Degbrina, his wife o/k/a Paul R. and Carol A. Degbrina.

Said premises will be sold by:
Victor Vandling
Sheriff of Columbia County
JOSEPH SERLING
ATTORNEY

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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:	
Street Address Courthouse Building		Area Code (717) 784-1991	
City Bloomsburg	State PA	Zip Code 17815	

B TRANSFER DATA

Grantor(s) Paul Degbrina and Carol Degbrina h/w			Grantee(s) Atlantic Financial Federal		
Street Address aka Paul R. and Carol A. Degbrina			Street Address 31 West Market Street		
City Bloomsburg	State PA	Zip Code 17815	City Wilkes-Barre	State PA	Zip Code 18701

C PROPERTY LOCATION

Street Address P.O. Box 146 , R.D. 2				
City Bloomsburg	Township Montour	Borough	County Columbia	Tax Parcel Number 25-05C-54

D VALUATION DATA

1. Actual Cash Consideration \$692.67	2. Other Consideration + -----	3. Total Consideration = -----
4. County Assessed Value \$2620.00	5. Fair Market Value \$7870.00	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 10/24/85 for sum of \$692.67 (taxes and costs) plus \$13.84 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. Gale, Chief Deputy, Col. Co. Sheriff Dept. Date 11/12/85

(SEE REVERSE)

Victor Vandling

Degbrina Sale - \$184.28

SHERIFF'S SALE
By virtue of a Writ of Execution No. 51 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, Pa., on:

Thurs., Oct 24, 1985
at 10:00 o'clock a.m.
in the forenoon of the said day, all the right, title and interest of the

Defendants in and to:
All that certain piece or parcel of land situate in the Village of Rupert, Township of Montour, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in line of other lands now or formerly of N.H. Hummel, seventy feet northwest of the northwest corner of the intersection of a forty foot street and a fifty foot street; THENCE by the western side of said fifty foot street North eleven degrees West fifty feet to a concrete wall in line of land now or formerly

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VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

8091

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

Nov. 13, 1985

60-593
313

One Hundred Eighty four and $\frac{28}{100}$

\$ 184.28
DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR No. 51-1985 E.D. (Degbrina)

Victor B. Vandling

01031305936

57281000

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

circled premises, said
southern boundary line
passing through the
middle of the garage.
BEING the same prem-
ises conveyed by Charles
Degbrina to the above
et al within ten (10) days
thereafter.
Seized and taken into
execution at the suit of
Susquehanna Savings
Association n/a Atlan-
tic Financial Federal vs.
Paul Degbrina and Carol
Degbrina, his wife a/k/a
Paul R. and Carol A.
Degbrina.

Said premises
will be sold by:
Victor Vandling
Sheriff of Columbia
County
JOSEPH SERLIN
ATTORNEY

blication
for this



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

November 13, 1985

Charles A. Kashner
Tax Collector
111 Rupert Drive
Bloomsburg, PA 17815

RE: Degbrina, Paul & Carol

Dear Charles,

This memo is to notify you that SHERIFF'S SALE in the captioned case was held October 24, 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 \$ 314.14.

Property purchased by Atlantic Financial Federal, 31 W. Market Street, Wilkes-Barre, Pa.

Thank you for your cooperation in this matter.

Very truly yours,
A. J. Zale
A. J. Zale for
Victor B. Vandling

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

8094

Nov. 13, 1985 60-593
318

PAY TO THE ORDER OF Charles A. Kashner - Tax Collector \$ 314.14
Three Hundred Fourteen and 14/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR No. 51-1985 E.D. (Degbrina)
Parcel 25-05C-54

Victor B. Vandling
572081000 05

010313059361



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. etc.

-VS-

Degbrina, Paul & Carol

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

NO. 51 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON * VACANT PROPERTY *

ON Sept. 9, 1985 -AT 11:00 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the
defendant Paul Degbrina and Carol Degbrina
311 Rupert Drive, R.D. # 2, Bloomsburg, Montour, Pwp., PA.
by Delbert Doty.

So Answers:

Delbert Doty
Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 24 day of Sept. 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

Susq. Sav. Assn., n/k/a Atlantic Fin. Federal

-VS-

Paul Degbrina & Carol Degbrina, h/w

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

NO. 51 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON Paul Degbrina

ON Sept. 10 th, 1985 AT 8:40 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, _____

Paul Degbrina at 161 W. 8 th St., Bloomsburg.

Col. Co., Penna. by Delbert Doty

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

So Answers:

Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 12 th day of Sept. 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

Susq. Sav. Assn., n/k/a Atlantic

-VS-

Paul Degbrina & Carol Degbrina, h/w

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

NO. 51 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON Carol Degbrina

ON Sept 9 th. 1985 AT 2:00 P. M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, _____

Carol Degbrina at 161 W. 8 th St., Bloomsburg., Col. Co.
Penna. by Delbert Doty

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

So Answers:

Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
this 12 th day of Sept. 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

Susq. Sav. Assn., n/k/a Atlantic Fin. Federal

-VS-

Paul Degbrina & Carol Degbrina, h/w

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

NO. 51 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON * VACANT PROPERTY *

ON Sept. 9 th, 1985 AT 2:10 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice
of Sheriff's Sale of Real Estate was POSTED on the VACANT PROPERTY of the
defendant Paul Degbrina & Carol Degbrina, h/w 311 Rupert Drive,
Bloomsburg, Montour Twp., Col. Co. Penna. by Delbert Doty

So Answers:

Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me

this 12 th day of Sept. 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

4-13 P-E, Legal Ads, Wed., Oct 2, 9 & 16, 1985. Affidavit requested.

4-13 Chas. Kashner, Tax Collector Montour Twp.

Sheriff's Sale

By virtue of a writ of execution no. *51* 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, Pa., on Thursday, October 24, 1985 at 10:00 o'clock A.M. in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in the Village of Rupert, Township of Montour, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin in line of other lands now or formerly of N.H. Hummel seventy feet northwest of the northwest corner of the intersection of a forty foot street and a fifty foot street; THENCE by the western side of said fifty foot street North eleven degrees West fifty feet to a concrete wall in line of land now or formerly of F. J. Hanrahan; THENCE by the line of said Hanrahan seventy nine degrees West, one hundred forty feet to an iron pin on the eastern side of a twenty foot alley; THENCE by the same, South eleven degrees East, fifty feet to an iron pin in line of other land of said Hummel; THENCE by the same North seventy nine degrees East, one hundred forty feet to an iron pin on the western side of the aforesaid fifty foot street to the place of beginning.

The above described premises was surveyed by W.H. Eyer, RE in May 1928.

This shall include title to the northern one half of a two car garage situate on the southern boundary line of the above described premises, said southern boundary line passing through the middle of the garage.

BEING the same premises conveyed by Charles J. Mayfield and Patricia A. Mayfield, his wife, to Paul R. Degbrina and Carol A. Degbrina, his wife, by deed dated July 20, 1978 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 287, page 1109.

IMPROVED with a single family dwelling situate at P. O. Box 146, R. D. #2, Bloomsburg, Pa. a/k/a 311 Rupert Drive, Bloomsburg, Pa.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on October 25, 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. a/k/a Atlantic Financial Federal vs. Paul Degbrina and Carol Degbrina, his wife a/k/a Paul R. and Carol A. Degbrina.

Said premises will be sold by:

Victor Vandling, Sheriff of Columbia County

JOSEPH SERLING, ATTORNEY

SUSQUEHANNA SAVINGS ASSOC. : IN THE COURT OF COMMON PLEAS
n/k/a ATLANTIC FINANCIAL :
FEDERAL : OF COLUMBIA COUNTY

Plaintiff : CIVIL ACTION-LAW

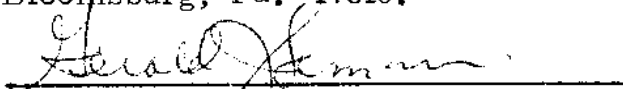
vs. : Action of Mortgage Foreclosure

PAUL DEGBRINA AND :
CAROL DEGBRINA, his wife, a/k/a :
PAUL R. AND CAROL A. DEGBRINA :

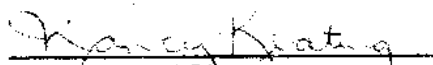
Defendants : No. 147 of 1985

AFFIDAVIT OF WHEREABOUTS OF THE
DEFENDANTS

GERALD SEMAN being duly sworn according to law deposes
and says that he is the Manager of the Delinquent Loan Department of the
N.E. Region of Atlantic Financial Federal, and as such is authorized to make
this Affidavit on its behalf; that to the best of his personal knowledge,
information and belief, the names and last known address of the Defendants,
Paul Degbrina and Carol Degbrina, h/w a/k/a Carol A. and Paul R. Degbrina
is 161 West Eighth Street, Bloomsburg, Pa. 17815.


GERALD SEMAN

Sworn to and subscribed
before me this 31st day
of August, 1985.

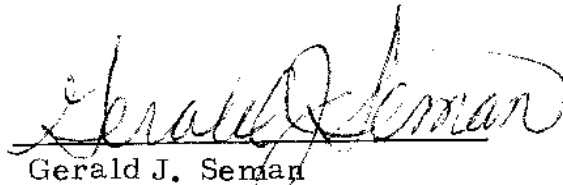

Notary public

My Commission Expires:

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LUZERNE :

GERALD J. SEMAN being duly sworn according
to law, does depose and say that he did, upon request of
Atlantic Financial Federal
investigate the status of Paul R. and Carol A. Deghrina
with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally _____
_____ and your affiant avers that _____
_____ they ~~is~~/are not now, nor ~~was~~ were ~~he~~/they, within a
period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and
Sailors' Civil Relief Act of 1940.


Gerald J. Seman

Sworn to and subscribed before me

this 9th day of August, 1985.



DONNA M. ZALEPA, Notary Public
Wilkes-Barre, Luzerne County, Pennsylvania
My Commission Expires, April 18, 1988

My Commission Expires:

Susquehanna Savings Association

now known as

Atlantic Financial Federal

PLAINTIFF

No. 147

Term 19.85

V.S.

Paul and Carol Degbrina

a/k/a Paul R. and

Carol A. Degbrina, his wife

DEFENDANTS

To: VICTOR B. VANDLING

Sheriff

Seize, levy, advertise and sell all the ^{Real} ~~personal~~ property of the defendant on the premises located at
P. O. Box 146, R. D. #2, Bloomsburg, Pa. a/k/a
311 Rupert Drive, Bloomsburg, 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 ^{Real} ~~personal~~ property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges.~~

James Berling
Attorney for Plaintiff