



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

Money Store Inv. Corp.

- vs -

Joseph F. Bennett and
Angela Bennett, etc.

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

NO. 59 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON * VACANT PROPERTY *

ON December 2 nd , 1985 AT 9:28 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 Joseph F. Bennett & Angela Bennett, etc. (Tire World)
Rt., 11, R.D. # 2, Berwick, PA S. Center Twp. 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 3 rd day of December, 1985

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania



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Delbert Doty
Deputy Sheriff

For:

Victor B Vandling
Victor B. Vandling, Sheriff

Sworn and subscribed before me
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Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

THIS CHECK IS IN PAYMENT OF		THE MONEY STORE INVESTMENT CORP.	CHECK NO.	AMOUNT OF CHECK
			013915	\$600.00
DATE	AMOUNT	EXACTLY \$600 AND 00 CTS DOLLARS		
		PAY TO THE ORDER OF Sheriff Columbia County, Pa.*****		
		DATE OF CHECK 9/20/85		
		HORIZON BANK NATIONAL ASSOCIATION Corporate Banking Department		
		AUTHORIZED SIGNATURE 		
		AUTHORIZED SIGNATURE		
TOTAL				

⑈013915⑈ ⑆021202337⑆ 2310647207⑈

Commonwealth of Pennsylvania

COUNTY OF COLUMBIA

THE MONEY STORE INVESTMENT CORPORATION

99 Morris Avenue
Springfield, NJ 07081

COURT OF COMMON PLEAS

vs.

JOSEPH F. BENNETT and ANGELA BENNETT,
Individually and t/a NICHOLS DISPOSAL
SERVICE and C & M TRANSFER COMPANY and TIRE WORLD
Route 11, RD #2
Berwick, PA 18603

Gen # 59-1985

NO. 458-1985

and

THE UNITED STATES OF AMERICA

WRIT OF EXECUTION

TO THE SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon
and sell the following described property: Route 11, RD #2, Berwick, PA 18603

OFFICE OF SHERIFF
COLUMBIA COUNTY, PA

Oct 2 10 18 AM '85

SHERIFF

CHIEF DEPUTY

AMOUNT DUE \$ 380,027.28

INTEREST
from \$

(Costs to be added) \$

Prothonotary

By Helene K. Lanni, Dep
ClerkDate 9-30-85

All THOSE CERTAIN three (3) pieces, parcels and tracts of land; one (1) being located in South Center Township, Columbia County, Pennsylvania and two (2) being located partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania.

TRACT #1 - South Center Township, Columbia County, Pennsylvania -

BEGINNING at a white oak corner on the division line between lands of Joseph H. Sitler and J. A. Creasy, and running thence along lands of said J. A. Creasy, South 5 degrees 30 minutes East two hundred fifteen (215) feet to a point on the northern line of the State Highway leading from Berwick to Bloomsburg; thence along the said Highway, South 79 degrees 45 minutes West four hundred fifty-five (455) feet to a post corner; thence along the lands herein conveyed, North 1 degree West one hundred (100) feet to a post corner; thence by the same, North 63 degrees East four hundred twenty-eight (428) feet to a post corner, and thence South 87 degrees East forty-four (44) feet to the white oak corner and place of beginning.

TRACT #2 - Partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a stake corner on the southern boundary of the right-of-way of re-located Route No. 4, at the corner of land now of William Sweppenheiser and herein conveyed to the Grantees; thence South 2 degrees 3 minutes East 84.5 feet to a point in the center of the Old Route No. 4; thence South 78 degrees 49 minutes West 82.65 feet to another point still in approximately the center of Old Route No. 4; thence North 3 degrees 07 minutes East 87.55 feet to a stake corner on the Southern boundary of re-located Right of way of Route No. 4; thence along said Southern boundary of said re-located Route No. 4 North 79 degrees 55 minutes East to a stake, the place of beginning. Being the Eastern tract shown on a drawing made by James Timbrell, Registered Engineer, identified as follows: "Land in S. Center Two., Col. Co., PA. Surveyed 6-26-48, James Timbrell".

THIS DEED is made under and subject to all rights of the Commonwealth of Pennsylvania and the Counn of Columbia and the Public in the roads and highways now existing or which have been abandoned included in said description and under and subject to the right of way of the re-located Route No. 4 and of the County Road, part of which is included in the description and of Old Route No. 4.

TRACT #3 - Partly in South Center Township and Partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a point at a concrete monument on the southerly boundary of the Delaware, Lackawanna and Western Railroad Company's right of way at the corner of land now or late of G. C. Vought; thence South 11 degrees West 379.5 feet to the Susquehanna River; thence along the Susquehanna River South 57 3/4 degrees West 660 feet more or less to a stake corner; thence North 0 degrees 15 minutes West 380 feet to a point at a culvert under canal; thence North 2 1/4 degrees West 225 feet to a point at a culvert on the Southern boundary of the right of way of the Delaware, Lackawanna and Western Railroad Company; thence north 79 degrees East 624.5 feet to a point, the place of beginning. This description is intended to cover and this deed to convey a tract of land six and one-fourth (6 1/4) acres, more or less, as shown on Survey identified as "Land in S. Center Twp., Col. Co., Pa. John Ehmer to Wm. Sweppenheiser, Surveyed 6-29-48 - Scale 1"-100'- James Timbrell, R.E."

THE above recited three (3) tracts being the same premises transferred and conveyed by William A. Sweppenheiser and Mary Sweppenheiser, unto Donald W. Seltzer and Betty J. Seltzer, his wife, by a Deed dated August 25, 1970, and recorded in the office for the recording of deeds in and for Columbia County, Pennsylvania, in Deed Book 248, page 832.

LAW OFFICES

PARKER, BLUESTEIN, RUTSTEIN & MIRARCHI, P.C.

14TH FLOOR
30 SOUTH 17TH STREET
PHILADELPHIA, PENNSYLVANIA 19103
(215) 977-7300

C. LAWRENCE RUTSTEIN
LYNDON J. PARKER
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OF COUNSEL

JAY H. ROSENFELD
DAVID J. STEINBERG
STANLEY B. SIEGEL

U.S. Attorney's Office
U.S. Courthouse
Room 3310
601 Market Street
Philadelphia, PA 19106

NOTICE OF THE SALE OF REAL PROPERTY

Dear Sir and/or Madam:

Please be advised that the property and improvements, if any, located at Route 11, RD #2, Berwick, Pennsylvania, will be sold by the Sheriff of Columbia County on JANUARY 16, 1986 at 10:00 a.m. ~~p.m.~~ in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania.

This property and improvements, if any, is being sold pursuant to a judgment entered on July 22, 1985 in the amount of \$380,027.28 in the Court of Common Pleas of Columbia County as of No. 458-1985 in favor of the plaintiff, The Money Store Investment Corporation, and against the defendants, Joseph F. Bennett and Angela Bennett, Individually and t/a Nichols Disposal Service and C & M Transfer Company and Tire World, in the aforesaid judgment.

The names of the owners, real owners and reputed owners of the aforesaid property are Joseph F. Bennett and Angela Bennett, Individually and t/a Nichols Disposal Service and C & M Transfer Company and Tire World.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of the filing of said schedule. You should check with the Sheriff's office by calling (717) 784-1991 to determine the actual date of the filing of said schedule.

Very truly yours,



DAVID R. ROSENFELD

DRR:kg

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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OF COUNSEL

JAY H. ROSENFELD
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STANLEY B. SIEGEL

Honorable Edwin Meese
U.S. Attorney General
Main Justice Building
Room 5111
10th & Constitution Aves., N.W.
Washington, D.C. 20530

NOTICE OF THE SALE OF REAL PROPERTY

Dear Mr. Meese:

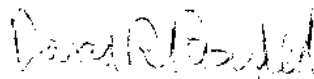
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MAURY B. REITER

OF COUNSEL

JAY H. ROSENFELD
DAVID J. STEINBERG
STANLEY B. SIEGEL

Mr. Joseph F. Bennett
Route 11, RD #2
Berwick, PA 18603

NOTICE OF THE SALE OF REAL PROPERTY

Dear Mr. Bennett:

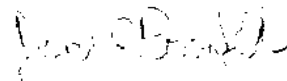
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MAURY B. REITER

OF COUNSEL

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Mrs. Angela Bennett
Route 11, RD #2
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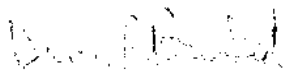
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Nichols Disposal Service
Route 11, RD #2
Berwick, PA 18603

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MATTHEW PRATTA
W. LEE AUTMAN, JR.
ALAN H. GELLIS
ALAN M. BREDT
DAVID R. ROSENFELD
HOWARD S. KRITZER
ERNEST D. PALMARELLA
SHELLEY R. GOLDFARB GOLDNER
MAURY B. REITER

OF COUNSEL

JAY H. ROSENFELD
DAVID J. STEINBERG
STANLEY B. SIEGEL

Tire World
Route 11, RD #2
Berwick, PA 18603

NOTICE OF THE SALE OF REAL PROPERTY

Dear Sir and/or Madam:

Please be advised that the property and improvements, if any, located at Route 11, RD #2, Berwick, Pennsylvania, will be sold by the Sheriff of Columbia County on *JANUARY 16, 1986* at *10:00* a.m./p.m. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania.

This property and improvements, if any, is being sold pursuant to a judgment entered on July 22, 1985 in the amount of \$380,027.28 in the Court of Common Pleas of Columbia County as of No. 458-1985 in favor of the plaintiff, The Money Store Investment Corporation, and against the defendants, Joseph F. Bennett and Angela Bennett, Individually and t/a Nichols Disposal Service and C & M Transfer Company and Tire World, in the aforesaid judgment.

The names of the owners, real owners and reputed owners of the aforesaid property are Joseph F. Bennett and Angela Bennett, Individually and t/a Nichols Disposal Service and C & M Transfer Company and Tire World.

A schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff no later than thirty (30) days after said sale, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days after the date of the filing of said schedule. You should check with the Sheriff's office by calling (717) 784-1991 to determine the actual date of the filing of said schedule.

Very truly yours,



DAVID R. ROSENFELD

DRR:kg

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

No. _____ SESS. 17

TERM
SESS. 19_____

vs.

BLOOMSBURG, PA., January 6 1985

M Sheriff

TAMI B. KLINE

~~TO FREDERICK J. PETERSON, DEX~~

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

JOSEPH F. BENNETT and ANGELA BENNETT

Court of Common Pleas of Columbia County, Pennsylvania.

Donald W. Seltzer & Betty J. Seltzer

versus

Joseph F. Bennett

No. 664 of Term, 1982
Real Debt ||\$40,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 4, 1982
Nature of Lien Judgment Note

U.S. AMERICA

versus

Joseph F. Bennett

No. 757 of Term, 1982
Real Debt ||\$ 8,560.42
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 30, 1982
Nature of Lien Federal Tax Lien

Ron G. Coleman

versus

Joseph F. Bennett

No. 12 of Term, 1983
Real Debt ||\$10,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 5, 1983
Nature of Lien Judgment Note

Accounting Associates, Inc.

versus

Joseph F. Bennett

No. 11 of Term, 1983
Real Debt ||\$ 8,500.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 5, 1983
Nature of Lien Judgment Note

Commonwealth of Pennsylvania

Dept. of Labor & Industry

versus

Joseph F. Bennett

No. 253 of Term, 1983
Real Debt ||\$ 836.12
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 4, 1983
Nature of Lien Unemployment Compensation Lien

LIST OF LIENS

VERSUS

JOSEPH F. BENNETT and ANGELA BENNETT

Court of Common Pleas of Columbia County, Pennsylvania.

Frank C. Baker

versus

Joseph F. Bennett

No. 412 of Term, 1983
Real Debt || \$15,236.39
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 14, 1983
Nature of Lien Confession of Judgment

Baker Enterprises

versus

Joseph F. Bennett

No. 660 of Term, 1983
Real Debt || \$200.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 16, 1983
Nature of Lien Lease Agreement

U.S.A.

versus

Joseph F. Bennett

No. 1163 of Term, 1983
Real Debt || \$7,172.91
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien October 14, 1983
Nature of Lien Federal Tax Lien

Harry Barrett

versus

Joe Bennett

No. 1316 of Term, 1983
Real Debt || \$189.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien November 18, 1983
Nature of Lien Transcript of Judgment

Dana Erway

versus

Joseph F. Bennett

No. 1425 of Term, 1983
Real Debt || \$15,250.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien December 21, 1983
Nature of Lien Transcript of Judgment

LIST OF LIENS

VERSUS

JOSEPH F. BENNETT and ANGELA BENNETT

Court of Common Pleas of Columbia County, Pennsylvania.

Matthew Yantorn

versus

Joseph F. Bennett

No. 205 of Term, 19 84
Real Debt ||\$ 6,449.10
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien August 13, 1984
Nature of Lien Default Judgment

The Money Store Investment Corporation

versus

Joseph F. & Angela Bennett

No. 458 of Term, 19 85
Real Debt ||\$ 380,027.28
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 22, 1985
Nature of Lien Stipulation for 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

LIST OF LIENS

VERSUS

C & M TRANSFER COMPANY

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania
Dept. of Labor & Industry
Unemployment Compensation Fund

versus

C & M Refuse, Inc.

No. 268 of Term, 19.83
Real Debt ||\$ 582.93
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 9, 1983
Nature of Lien State Tax Lien

Frank C. Baker

versus

C & M REFUSE, INC. & C & M TRANSFER
SYSTEMS, INC.

No. 412 of Term, 19.83
Real Debt ||\$ 15,236.39
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 14, 1983
Nature of Lien Confession of Judgment

Harry Barrett

versus

C & M Refuse

No. 1316 of Term, 19.83
Real Debt ||\$ 189.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien November 18, 1983
Nature of Lien Transcript of Judgment

Commonwealth of Pennsylvania

Dept. of Labor & Industry

versus

C & M REFUSE

No. 1415 of Term, 19.83
Real Debt ||\$ 1,468.19
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien December 19, 1983
Nature of Lien State Tax Lien

Dana Erway

versus

C & M Refuse, Inc.

No. 1425 of Term, 19.83
Real Debt ||\$ 15,250.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien December 21, 1983
Nature of Lien

LIST OF LIENS

VERSUS

C & M Transfer Co.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania
Dept. of Labor & Industry
Unemployment Compensation Fund

versus

C & M Refuse, Inc.

No. 582 of Term, 1984
Real Debt ||\$ 60,00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien May 21, 1984
Nature of Lien State Tax Lien

Matthew Yantorn

versus

C. & M. Refuse, Inc.

No. 205 of Term, 1984
Real Debt ||\$ 6,449.10
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien August 13, 1984
Nature of Lien Default Judgment

Money Store Investment Corp.

versus

C & M Transfer Co.

No. 458 of Term, 1985
Real Debt ||\$ 380,027.28
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 22, 1985
Nature of Lien Stipulation for 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

LIST OF LIENS

VERSUS

TIRE WORLD

..... Court of Common Pleas of Columbia County, Pennsylvania.

Pennsylvania Dept. of Revenue	}	No. 460 of Term, 19.82..
		Real Debt \$ 61,41
		Interest from
versus		Commission
		Costs
Tire World		Judgment entered
	Date of Lien April 19, 1982	
	Nature of Lien State Tax Lien	

Pa. Dept of Labor & Industry	}	No. 660 of Term, 19.82..
Unemployment Compensation Fund		Real Debt \$ 503,10
		Interest from
versus		Commission
		Costs
Tire World		Judgment entered
	Date of Lien June 4, 1982	
	Nature of Lien State Tax Lien	

Berkheimer Associates	}	No. 940 of Term, 19.82..
		Real Debt \$ 78,00
		Interest from
versus		Commission
		Costs
Tire World		Judgment entered
	Date of Lien August 9, 1982	
	Nature of Lien Transcript of Judgment	

Money Store Investment Corp.	}	No. 458 of Term, 19.85..
		Real Debt \$ 380,027,28
		Interest from
versus		Commission
		Costs
Tire World		Judgment entered
	Date of Lien July 22, 1985	
	Nature of Lien Stipulation for Judgment	

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

LIST OF LIENS

VERSUS

NICHOLS DISPOSAL SERVICE

Court of Common Pleas of Columbia County, Pennsylvania.

U.S. America

versus

Nichols Disposal Service

No. 757 of Term, 1982
Real Debt ||\$ 8,560.42
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 30, 1982
Nature of Lien Federal Tax Lien

Commonwealth of Pennsylvania

Dept. of Labor & Industry

versus

Nichols Disposal Service

No. 253 of Term, 1983
Real Debt ||\$ 836.12
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 4, 1983
Nature of Lien Unemployment Compensation Lien

U.S.A.

versus

Nichols Disposal

No. 1163 of Term, 1983
Real Debt ||\$ 7,172.91
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien October 14, 1983
Nature of Lien Federal Tax Lien

Money Store Investment Corporation

versus

Nichols Disposal Service

No. 458 of Term, 1985
Real Debt ||\$ 380,027.28
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 22, 1985
Nature of Lien Stipulation for Judgment

versus

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

PARKER, BLUESTEIN, RUTSTEIN & MIRARCHI, P.C.

BY: MICHAEL S. GRESSEN

IDENTIFICATION NO. 33996

ATTORNEY FOR PLAINTIFF

121 SOUTH BROAD STREET

PHILADELPHIA, PA. 19107

(215) 735-0700

THE MONEY STORE INVESTMENT CORPORATION
99 Morris Avenue
Springfield, NJ 07081

vs.

JOSEPH F. BENNETT and ANGELA BENNETT
Individually and t/a NICHOLS DISPOSAL SERVICE
and C & M TRANSFER COMPANY and TIRE WORLD
Route 11, RD #2
Berwich, PA 18603

and

THE UNITED STATES OF AMERICA

COLUMBIA COUNTY
COURT OF COMMON PLEAS
DIVISION

TERM,

No. 458-1985

STIPULATION FOR JUDGMENT

It is hereby stipulated by and between Michael S. Gressen, Attorney for the Plaintiff, The Money Store Investment Corporation, and Defendants, Joseph F. Bennett and Angela Bennett, husband and wife, that a judgment be entered in favor of Plaintiff, The Money Store Investment Corporation, and against Defendants, Joseph F. Bennett and Angela Bennett, his wife, as follows:

Principal	\$250,000.00
Interest from December 17, 1982 through July 31, 1985 at \$109.38 per day	\$104,567.28

Reasonable attorney collection fee
as per terms of instruments

\$ 25,000.00

Foreclosure Search

\$ 250.00

Foreclosure Costs

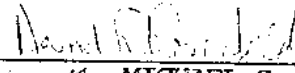
\$ 210.00

TOTAL

\$380,027.28

PARKER, BLUESTEIN, RUTSTEIN & MIRARCHI, P.C.

BY:



MICHAEL S. GRESSEN
Attorney for Plaintiff



JOSEPH F. BENNETT, Defendant



ANGELA BENNETT, Defendant

APPROVED BY THE COURT:

J.

Date _____



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. OOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

THE MONEY STORE INVESTMENT CORP.
VS
JOSEPH F. BENNETT & ANGELA BENNETT,
Individually and t/a NICHOLS DISPOSAL
SERVICE & C & M TRANSFER COMPANY &
TIRE WORLD

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 59 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON ANGELA BENNETT

On December 4, 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 Angela Bennett, Rt. 11, R.D. 2, Berwick, PA
by Certified Mail, Return Receipt Requested No.
. U. S. Postal Authorities returned same to this
department indicating defendant Moved, left no address / No such number /
Moved, not forwardable / Addressee unknown. Returned Certified Mail No.
P 307 194 033 is attached.

So Answers:

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

for:

Victor B. Vandling
Victor B. Vandling
Sheriff of Columbia Co.

Sworn and subscribed before me this
11th day of December 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

THE MONEY STORE INVESTMENT CORP.

VS

JOSEPH F. BENNETT & ANGELA BENNETT,
Individually and t/a NICHOLS DISPOSAL
SERVICE & C & M TRANSFER COMPANY &
TIRE WORLD

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 59 - 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON JOSEPH F. BENNETT

On December 4, 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 Joseph F. Bennett, Rt. 11, R.D. 2, Berwick, Pa.
by Certified Mail, Return Receipt Requested No.
P 307 194 032. U. S. Postal Authorities returned same to this
department indicating defendant Moved, left no address / No such number /
Moved, not forwardable / Addressee unknown. Returned Certified Mail No.
P 307 194 032 is attached.

So Answers:

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

for:

Victor B Vandling
Victor B. Vandling
Sheriff of Columbia Co.

Sworn and subscribed before me this
11th day of December 1985

Tami R. Kline
Prothonotary, Columbia County, Pa.

BY VIRTUE OF A WRIT OF EXECUTION NO. 59 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, January 16, 1986

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 THOSE CERTAIN three (3) pieces, parcels and tracts of land; one (1) being located in South Center Township, Columbia County, Pennsylvania and two (2) being located partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania.

TRACT #1 - South Center Township, Columbia County, Pennsylvania -

BEGINNING at a white oak corner on the division line between lands of Joseph H. Sitler and J. A. Craasy, and running thence along lands of said J. A. Craasy, South 5 degrees 30 minutes East two hundred fifteen (215) feet to a point on the northern line of the State Highway leading from Berwick to Bloomsburg; thence along the said Highway, South 79 degrees 45 minutes West four hundred fifty-five (455) feet to a post corner; thence along the lands herein conveyed, North 1 degree West one hundred (100) feet to a post corner; thence by the same, North 63 degrees East four hundred twenty-eight (428) feet to a post corner, and thence South 87 degrees East forty-four (44) feet to the white oak corner and place of beginning.

TRACT #2 - Partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a stake corner on the southern boundary of the right-of-way of re-located Route No. 4, at the corner of land now of William Sweppenheiser and herein conveyed to the Grantees; thence South 2 degrees 3 minutes East 84.5 feet to a point in the center of the Old Route No. 4; thence South 78 degrees 49 minutes West 82.65 feet to another point still in approximately the center of Old Route No. 4; thence North 3 degrees 07 minutes East 87.55 feet to a stake corner on the Southern boundary of re-located Right of way of Route No. 4; thence along said Southern boundary of said re-located Route No. 4 North 79 degrees 55 minutes East to a stake, the place of beginning. Being the Eastern tract shown on a drawing made by James Timbrell, Registered Engineer, identified as follows: "Land in S. Center Two., Col. Co., PA. Surveyed 6-26-48, James Timbrell".

THIS DEED is made under and subject to all rights of the Commonwealth of Pennsylvania and the Counn of Columbia and the Public in the roads and highways now existing or which have been abandoned included in said description and under and subject to the right of way of the re-located Route No. 4 and of the County Road, part of which is included in the description and of Old Route No. 4.

TRACT #3 - Partly in South Center Township and Partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a point at a concrete monument on the southerly boundary of the Delaware, Lackawanna and Western Railroad Company's right of way at the corner of land now or late of G. C. Vought; thence South 11 degrees West 379.5 feet to the Susquehanna River; thence along the Susquehanna River South 57 3/4 degrees West 660 feet more or less to a stake corner; thence North 0 degrees 15 minutes West 380 feet to a point at a culvert under canal; thence North 2 1/4 degrees West 225 feet to a point at a culvert on the Southern boundary of the right of way of the Delaware, Lackawanna and Western Railroad Company; thence north 79 degrees East 624.5 feet to a point, the place of beginning. This description is intended to cover and this deed to convey a tract of land six and one-fourth (6 1/4) acres, more or less, as shown on Survey identified as "Land in S. Center. Twp., Col. Co., Pa. John Ehmer to Wm. Sweppenheiser, Surveyed 6-29-48 - Scale 1"-100'- James Timbrell, R.E."

THE above recited three (3) tracts being the same premises transferred and conveyed by William A. Sweppenheiser and Mary Sweppenheiser, unto Donald W. Seltzer and Betty J. Seltzer, his wife, by a Deed dated August 25, 1970, and recorded in the office for the recording of deeds in and for Columbia County, Pennsylvania, in Deed Book 248, page 832.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on January 20, 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.

(OVER)

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~XXXXXXXXXXXX~~, 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 Joseph F. Bennett and Angela Bennett, Individually and t/a Nichols Disposal Service and C. & M. Transfer Company and Tire World and The United States of America,

and find as follows:

See photostatic copies attached.

Fee ...\$5.00.....

In testimony whereof I have set my hand and seal of office this 13th day of January A.D., 19 86.

Beverly J. Michael .RECORDER

BOOK 208 PAGE 301

MORTGAGE

(Participation)

This mortgage made and entered into this 5th day of March 1982, by and between JOSEPH F. BENNETT and ANGELA BENNETT, his wife

(hereinafter referred to as mortgagor) and THE MONEY STORE INVESTMENT CORPORATION, a New Jersey Corporation (hereinafter referred to as mortgagee), who maintains an office and place of business at 2836 Street Road, Bensalem, Pennsylvania.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of COLUMBIA State of PENNSYLVANIA.

SEE ATTACHED SHEET FOR DESCRIPTION OF PREMISES: Rt.#11, R.D.2,
Berwick, PA

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note ~~BOOK~~ of even date herewith in the principal sum of \$ 250,000.00 -----, signed by Mortgagor, JOSEPH F. BENNETT ~~XXXXXX~~ and guaranteed by Mortgagor, ANGELA BENNETT.

ALL THOSE CERTAIN three (3) pieces, parcels and tracts of land; one (1) being located South Center Township, Columbia County, Pennsylvania and two (2) being located partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania.

TRACT # 1 - South Center Township, Columbia County, Pennsylvania -

BEGINNING at a white oak corner on the division line between lands of Joseph H. Sitler and J.A. Creasy, and running thence along lands of said J.A. Creasy, South 5 degrees 31 minutes East two hundred fifteen (215) feet to a point on the northern line of the State Highway leading from Berwick to Bloomsburg; thence along the said Highway, South 79 degrees 45 minutes West four hundred fifty-five (455) feet to a post corner; thence along the lands herein conveyed, North 1 degree West one hundred (100) feet to a post corner; thence by the same, North 63 degrees East four hundred twenty-eight (428) feet to a post corner, and thence South 87 degrees East forty-four (44) feet to the white oak corner and place of beginning.

TRACT #2 - Partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania -

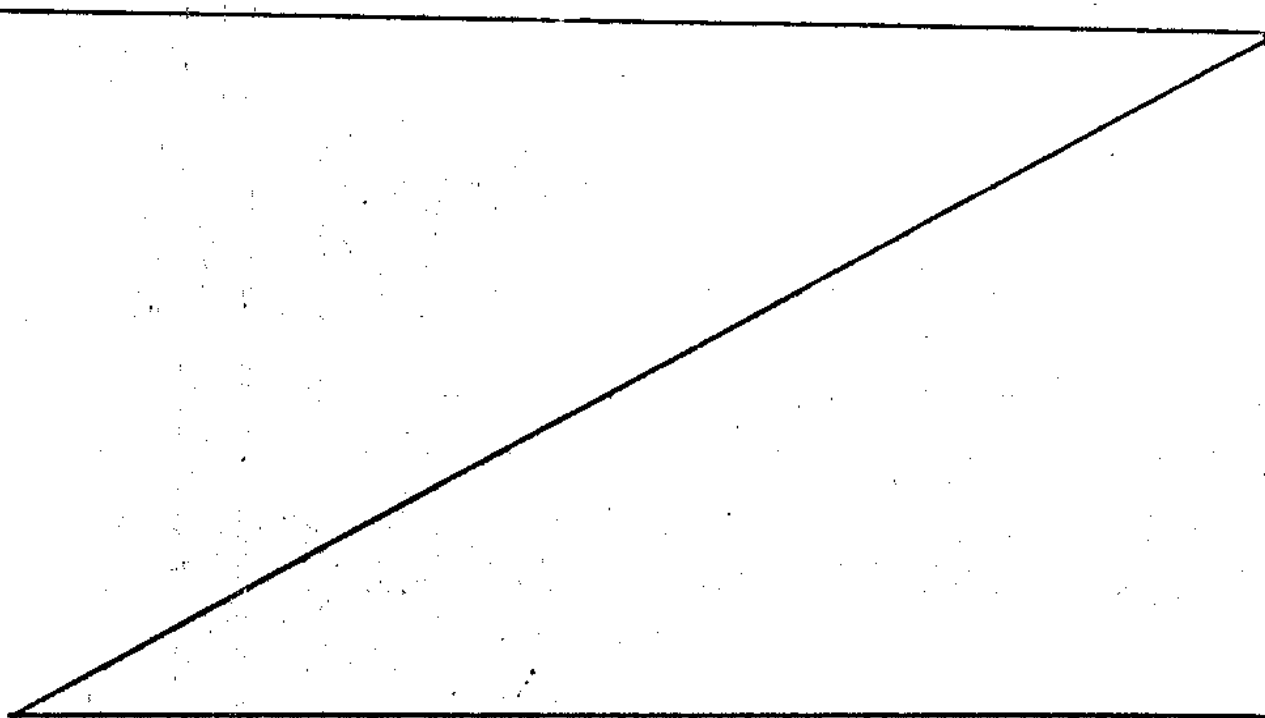
BEGINNING at a stake corner on the southern boundary of the right-of-way of re-located Route No. 4, at the corner of land now of William Sweppenheiser; thence South 2 degrees 3 minutes East 84.5 feet to a point in the center of the Old Route No. 4; thence South 78 degrees 49 minutes West 82.65 feet to another point still in approximately the center of Old Route No. 4; thence North 3 degrees 07 minutes East 87.55 feet to a stake corner; on the Southern boundary of re-located Right of way of Route No. 4 North 79 degrees 55 minutes East to a stake, the place of beginning. Being the Eastern Tract shown on a drawing made by James Timbrell, Registered Engineer, identified as follows: "Land in S. Center Two., Col. Co., PA surveyed 6-26-48, James Timbrell".

TRACT #3 - Partly in South Center Township and Partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a point at a concrete monument on the southerly boundary of the Delaware, Lackawanna and Western Railroad Company's right of way at the corner of land now or late of G.C. Vought; thence South 11 degrees West 379.5 feet to the Susquehanna River; thence along the Susquehanna River South 47 3/4 degrees West 660 feet more or less to a stake corner; thence North 0 degrees 15 minutes West 380 feet to a point at a culvery under canal; thence North 2 1/4 degrees West 225 feet to a point at a culvery on the Southern boundary of the right of way of the Delaware, Lackawanna and Western Railroad Company; thence North 79 degrees East 624.5 feet to a point; the place of beginning. This description is intended to cover a tract of land six and one-fourth (6 1/4) acres, more or less, as shown on Survey identified as "Land in S. Center Twp., Col. Co., Pa. John Ehmer to Wm. Sweppenheiser, Surveyed 6-29-48 - Scale 1" - 100" - James Timbrell, R.E."

THE above recited three (3) tracts being the same premises transferred and conveyed by William A. Sweppenheiser and Mary Sweppenheiser, his wife, unto Donald W. Seltzer and Betty J. Seltzer, his wife by a Deed dated August 25, 1970 and recorded in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Deed Book 248, Page 832; SAID Donald W. Seltzer and Betty J. Seltzer, his wife, by deed of even date herewith and intended to be recorded immediately preceding the recordation of this Mortgage, conveyed the aforesaid premises to Mortgagee, in fee.

THIS IS A PURCHASE MONEY MORTGAGE.



Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee 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 mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective 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 include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Route 11, R.D.2, Berwick, Pennsylvania ----- and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 294 Morris Avenue, Springfield, New Jersey 07081

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Joseph F. Bennett
JOSEPH F. BENNETT

Angela K. Bennett
ANGELA BENNETT A/K/A Angela K. Bennett.
Angela K. Bennett

Executed and delivered in the presence of the following witnesses:

Eric B. [illegible]
[illegible]

(Add Appropriate Acknowledgment)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF *Philadelphia*, SS.

On this *5th* day of MARCH, 1982, before me, a notary public, of the Commonwealth of Pennsylvania, the undersigned officer, personally appeared JOSEPH F. BENNETT and ANGELA BENNETT, 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 same for the purpose therein contained.

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

Denise M. Murphy
NOTARY PUBLIC

DENISE M. MURPHY
Notary Public, Phila., Phila. Co.
My Commission Expires May 31, 1982



RECORDED BY RECORDER
COLUMBIA CO., PA.

TAX *50* FEE *11.12*

MAR 8 11 13 AM '82

Baker

Recorded in Columbia County
Mtg. Book 208, page 301 on
March 8, 1982 at 11:13 a.m.

Beverly J. Michael
Acting Recorder

74
MORTGAGE

JOSEPH F. BENNETT and
ANGELA BENNETT, his wife

TO

THE MONEY STORE INVESTMENT
CORPORATION, a New Jersey
Corporation

RECORDING DATA

PREMISES: Route 11, R.D. 2,
Berwick, PA

RETURN TO:

Name GARY A. ROCHESTIE, ESQUIRE
Address 300 Lewis Tower Building
Philadelphia, PA 19102

This Mortgage,

Made the 5th day of March in the year of our Lord one thousand nine hundred and eighty-two (1982).

Between JOSEPH F. BENNETT of the Township of South Center, County of Columbia and State of Pennsylvania,

MORTGAGOR,

-A N D-

DONALD W. SELTZER and BETTY J. SELTZER, his wife, of the Township of South Center, County of Columbia and State of Pennsylvania,

MORTGAGEES.

Witnesseth, Whereas, the Mortgagor, his Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagees, their certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of One Hundred Forty Thousand (\$140,000.00) Dollars, conditioned for the payment of a debt of Seventy Thousand (\$70,000.00) Dollars,

payable in the following manner:

The said principal sum of Seventy Thousand (\$70,000.00) Dollars shall be payable with interest at the rate of Nineteen and one-half (19 1/2%) per centum per annum on the unpaid balance until paid, said principal and interest to be paid in monthly installments of One Thousand Two Hundred Four (\$1,204.00) Dollars each, commencing on the 5th day of April, 1982, and thereafter on the 5th day of each month until the principal and interest are fully paid, said payments to be applied first to payment of interest and balance to principal, except that any remaining balance of principal and interest shall become due and payable at the end of fifteen (15) years from the date hereof, with the privilege to the Mortgagor to repay at any time without premium or fee the entire balance of principal or any part thereof. The Mortgagor shall pay to the holder hereof a late charge of five (5%) of any monthly installment not received by the holder within fifteen (15) days after the installment is due.

This Mortgage is hereby made subject to the terms and conditions of a certain U.S. Small Business Administration authorization and loan Agreement No. GP-134-312-3007-PHI and specifically the terms and conditions of the standby by agreement therein referred to.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary. Upon request, Mortgagor shall provide Mortgagees, their successors and assigns, with a Certificate of Evidence of the insurance coverage herein required.

And Also, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to setovers and that if the said Mortgagors shall neglect or refuse to keep said premises in repair, the Mortgagees may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagors to the Mortgagees hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon.

And Also, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, insured against loss by fire and other casualties covered by the standard form of extended coverage for the benefit of the Mortgagees in a sum not less than the total due hereon from time to time and to take no insurance on said buildings not marked for the benefit of the Mortgagees and to pay all premiums on said insurance within thirty (30) days after written notice of their being due shall have been given to the said Mortgagor.

And THE FURTHER CONDITION OF THE SAID OBLIGATION IS SUCH, that upon default for thirty (30) days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for thirty (30) days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January

next succeeding its assessment, or if a breach of any of the conditions of the said obligation be made by the said Mortgagor, his Heirs, Devisees, or Personal Representatives, then the said principal sum shall become due and payment of the same, with all interest, taxes, and premiums of insurance due thereon, as therein provided, together with an Attorney's commission of ten (10%) percent on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the Mortgagor, to better secure payment of the said debt and the performance of the covenants in the said Bond, does grant and convey to the Mortgagees, their Heirs, Successors and Assigns,

ALL THOSE CERTAIN three (3) pieces, parcels and tracts of land; one (1) being located in South Center Township, Columbia County, Pennsylvania and two (2) being located partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania.

TRACT #1-South Center Township, Columbia County, Pennsylvania-
BEGINNING at a white oak corner on the division line between lands of Joseph H. Sitler and J. A. Creasy, and running thence along lands of said J. A. Creasy, South 5 degrees 30 minutes East Two Hundred fifteen (215) feet to a point on the northern line of the State Highway leading from Berwick to Bloomsburg; thence along the said Highway, South 79 degrees 45 minutes West four Hundred fifty-five (455) feet to a post corner; thence along the lands herein described, North 1 degree West one Hundred (100) feet to a post corner; thence by the same, North 63 degrees East four hundred twenty-eight (428) feet to a post corner, and thence South 87 degrees East forty-four (44) feet to the white oak corner and place of beginning.

TRACT #2-Partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania -

BEGINNING at a stake corner on the southern boundary of the right-of-way of re-located Route No. 4, at the corner of land now of William Sweppenheiser and herein described; thence South 2 degrees 3 minutes East 84.5 feet to a point in the center of the Old Route No. 4; thence South 78 degrees 49 minutes West 82.65 feet to another point still in approximately the center of Old Route No. 4; thence North 3 degrees 07 minutes East 87.55 feet to a stake corner; on the Southern boundary of re-located right-of-way of Route No. 4; thence along said Southern boundary of said re-located Route No. 4 north 79 degrees 55 minutes East to a stake, the place of beginning. Being the Eastern tract shown on a drawing made by James Timbrell, Register Engineer, identified as follows: "Land in S. Center Two., Col. Co., PA. Surveyed 6-26-48, James Timbrell".

Under and subject to all rights of the Commonwealth of Pennsylvania and the County of Columbia and the Public in the roads and highways now existing or which have been abandoned included in said description and under and subject to the right of way of the re-located Route No. 4 and of the County Road, part of which is included in the description and of Old Route No. 4.

TRACT #3-Partly in South Center Township and partly in Briar Creek Borough, Columbia County, Pennsylvania-

BEGINNING at a point at a concrete monument on the southerly boundary of the Delaware, Lackawanna and Western Railroad Company's right of way at the corner of land now or late of G. C. Vought; thence South 11 degrees West 379.5 feet to the Susquehanna River; thence along the Susquehanna River South 47 3/4 degrees West 660 feet more or less to a stake corner; thence North 0 degrees 15 minutes West 380 feet to a point at a culvert under canal; thence North 2 1/4 degrees West 225 feet to a point at a culvert on the Southern boundary of the right of way of the Delaware, Lackawanna and Western Railroad Company; thence North 79 degrees East 624.5 feet to a point, the place of beginning. This description is intended to cover and this deed to convey a tract of land six and one-fourth (6 1/4) acres, more or less, as shown on survey identified as "Land in S. Center Twp., Col. Co., Pa. John Ehmer to Wm. Sweppenheiser, Surveyed 6-29-48 - Scale 1" = 100' - James Timbrell, R. E."

THE above recited three (3) tracts being the same premises transferred and conveyed by William A. Sweppenheiser and Mary Sweppenheiser, his wife, unto Donald W. Seltzer and Betty J. Seltzer, his wife, by a Deed dated August 25, 1970, and recorded in the office for the recording of deeds in and for Columbia County, Pennsylvania, in Deed Book 248, page 832.

BEING the same premises transferred and conveyed by Donald W. Seltzer and Betty J. Seltzer, his wife, unto Joseph F. Bennett by a deed intended to be recorded concurrently herewith.

IT IS the intention of the parties hereto that this Mortgage shall be a Second Mortgage on the said premises.

with the appurtenances, reversions, remainders, reals, goods and chattels.

To Have and to Hold TO THE SAID Mortgagees, their Heirs, Successors and Assigns forever.

And the said Mortgagor and Mortgagees do hereby covenant and agree that if the said Mortgagor his Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance for thirty days after written notice of its being due shall be given to the Mortgagor, or to pay all taxes upon the premises within one year after the first day of January next succeeding its assessment, the said Mortgagees & their certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

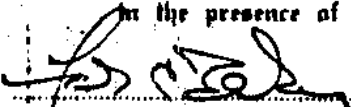
And the said Mortgagor do hereby covenant and agree to pay the said mortgage debt, with interest and all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

And the said Mortgagor do hereby covenant and agree that upon default for 30 days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for 30 days after written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, or if a breach of any of the conditions of the said mortgage be made by the said Mortgagor, his Heirs, Devisees, or Personal Representatives, then the said Mortgagees, their certain Attorneys, Personal Representatives, Legatees, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms hereof, together with an attorney's commission of ten per centum upon the said principal sum, and all costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable consideration, and any judgment thus recovered shall be enforceable without defalcation or stay of execution, the Mortgagor hereby further waiving the rights of inquisition and appeal, all rights under any present or future exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had hereupon.






And the said Mortgagor and Mortgagees do hereby covenant and agree that if the said Mortgagor Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the said Mortgagees or their certain Attorneys, Legatees, Successors, Personal Representatives, or Assigns, the said principal sum with interest as agreed, and shall without default keep the buildings on the premises insured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.

Witness the hand and seal of the said Mortgagor the day and year first above written.

Signed, Sealed and Delivered
in the presence of




JOSEPH F. BENNETT

Commonwealth of Pennsylvania
County of *Philadelphia*


} ss.

On this, the *5th* day of *March*

A. D. 19 *82* before me
the undersigned Officer,

a notary public _____
personally appeared *JOSEPH F. BENNETT* _____
known to me (or satisfactorily proven) to be the person whose name *is* subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Denise M. Murphy
DENISE M. MURPHY
Notary Public, Phila., Phila. Co.
My Commission Expires _____


State of _____
County of _____

} ss.

On this, the _____ day of _____

A. D. 19 _____, before me

the undersigned Officer, personally
known to me (or satisfactorily

appeared _____
proven) to be the person whose name _____ subscribed to the within instrument, and acknowledged that
he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

Hereby Certify, that the precise residence of the Mortgagee and persons entitled to interest on this
is 6545 Third Street, Bloomsburg, PA 17815.

Attorney for *MORTGAGOR*

for C. Baker

RECORDING
COLUMBIA CO. PA.

TAX \$50.00 FEE \$2.50
MAR 8 11 13 AM '82

#75

Number

Mortgage
Common Sense

JOSEPH F. BENNETT,

MORTGAGOR,

To

DONALD W. SELTZER and

BETTY J. SELTZER, his wife,
MORTGAGEES.

Dated _____
Upon _____
To wit _____
Payable _____

Entered for record in the Recorder's
Office of _____ County
the _____ day of _____
A. D. 19 _____
Tax \$ _____ Fees \$ _____

Recorder.
FRANK C. BAKER
249 East Main Street
Bloomsburg, Pennsylvania
17815

Form No. 645-Legal Blank primary, Locustville, Pa.

Commonwealth of Pennsylvania
County of *Columbia* 11:13 a.m.

} ss.

Recorded on this *8th* day of *March* A. D. 1982, in the Re-
corder's Office of the said County in Mortgage Book Volume 208 Page 306

Given under my hand and seal of the said Office, the date above written

Beverly J. Michael, Acting Recorder

BOOK 208 PAGE 309