



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

JUDICIAL SALE REALTY TRANSFER TAX AFFIDAVIT OF VALUE

Please Print or Type
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. If more space is needed, attach additional sheet(s).

A. TRANSFER DATA

Grantor(s) Sheriff of County of Columbia
for Paul E. & Sharon L. Kelly
Street Address

Court House

City State Zip Code

Blommsburg PA 17815

Grantee(s) The Administrator of Veterans Affairs
of Washington D.C. his successors or assigns
Street Address

P.O. Box 8079

City State Zip Code

Philadelphia, PA 19103

B. PROPERTY LOCATION

Street Address

455 Riverview

City, Township, Borough

Main Township

Tax Parcel Number

County

Columbia

C. FORECLOSURE DATA

Plaintiff - Enter Complete Name:

Citicorp Homeowners Services, Inc.

VS.

Defendant - Enter Complete Name:

Paul E. Kelly & Sharon L. Kelly

Name of Successful Bidder:

The Administrator of Veterans Affairs of Washington D.C. his successors or assigns

D. VALUATION DATA

NOTE: TOTAL CALCULATIONS MUST
BE SHOWN IN ALL COLUMNS

	JUDGMENT PLUS PRIOR LIENS	BID PRICE	ASSESSED VALUE
Highest Assessed Value			\$
Judgment Plus Interest	\$		
Bid Price		\$ 350.00	
Prior Recorded Lien	\$	\$	
Prior Recorded Mortgage	\$	\$	
Prior Recorded Mortgage	\$	\$	
Unpaid Real Estate Taxes	\$	\$	
Water Rent Due	\$	\$	
Sewage Rent Due	\$	\$	
Attorney Fees	\$	\$	
Other (Costs, etc.)	\$	\$	
TOTAL	\$	\$ 350.00	\$

E. EXEMPTION DATA

1. Amount of Exemption Claimed

Entire

Percentage of Interest Conveyed

Entire

2. Check Appropriate Box Below for Exemption Claimed.

☐ Transfer to mortgagee instituting sale☐ Transfer to municipality acquiring tax delinquent property☒ Transfer to Farmers Home Administration, Veterans Administration or similar Federal agency, if mortgage☐ Other (Please explain exemption claimed if other than those listed above.)

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 Preparer

Date 1/24/86

(SEE REVERSE SIDE)

SHERIFF'S SALE
DISTRIBUTION SHEET

Citicorp vs. Kelly
NO. _____ JD DATE OF SALE: 1-23-86
NO. _____ ED

Bid Price	\$ <u>351.99</u>	
Poundage	<u>7.04</u>	
Transfer Taxes	<u>7.04</u>	
Total Needed to Purchase		\$ <u>366.07</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>(133.93)</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>103.00</u>	
Poundage	<u>7.04</u>	\$ <u>110.04</u>
Press-Enterprise		<u>167.24</u>
Henry Printing		<u>37.25</u>
Solicitor		
Columbia County Prothonotary		<u>20.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		<u>3.52</u>
State stamps		<u>3.52</u>
Tax Collector ()		
Columbia County Tax Assessment Office		
State Treasurer		
Other: <u>DSTE</u>		<u>6.00</u>
TOTAL EXPENSES		X \$ <u>366.07</u>

Total Needed to Purchase	\$ <u>366.07</u>
Less Expenses	<u>366.07</u>
Net to First Lien Holder	\$ <u>0</u>
Plus Deposit	<u>133.93</u>
Total to First Lien Holder	\$ <u>133.93</u>

Check to W. Kreisbe-

SHERIFF'S SALE
FINAL COST SHEET

Citi Corp Home Owners VS. Kelly, Paul & Sharon

NO. 64-1985 P.D.

DATE OF SALE: 27 Jan 1986

Sales Price	\$ <u>351.99</u>
Total Costs (351.99)	<u> </u>
Poundage	<u>7.04</u>
2% Transfer Tax	<u>7.04</u>
Misc. Costs	<u> </u>

TOTAL NEEDED TO PURCHASE

\$ 366.02

PURCHASER(S): Citi Corp -

NAME(S) ON DEED: Same

PURCHASER(S)' SIGNATURE(S): [Signature] atty for Citi Corp.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S):

\$ Costs Advanced

LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET
HARRISBURG, PENNA. 17102
(717) 234-4178

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL JR.
VALERIE A. POTTEIGER

JOSEPH NISSLEY (1910-1982)
1135 E. CHOCOLATE AVE.
HERSHEY, PA. 17033
(717) 533-3836
WEST SHORE OFFICE
(717) 761-6034

January 24, 1986

Columbia County
Court House
Sheriff's Office
Bloomsburg, PA

Re: Kelly

Dear Ladies & Gentlemen:

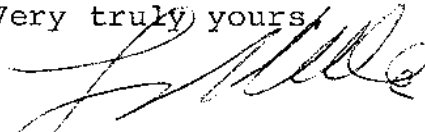
Enclosed are affidavits of value for the deed to be recorded as a result of the Sheriff's Sale held this date in the above matter. The deed grantee should be:

THE ADMINISTRATOR OF VETERANS AFFAIRS,
OF WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS
Post Office Box 8079/Wissahickon Ave. & Manheim St.
Philadelphia, PA 19101

Additionally, please call us the day the deed is recorded and have the Recorder's office forward the original deed to me upon recording.

Thank you for your cooperation. Please call if you need anything further.

Very truly yours,



Leon P. Haller

LPH:sd
Enc.

PLEASE FORWARD A SHERIFF'S COSTS SHEET ITEMIZING THE COSTS IN THIS MATTER, THIS IS NECESSARY IN ORDER FOR US TO BE REIMBURSED BY OUR CLIENT. THANK YOU. IF ANY WATER/SEWER CHARGES WERE PAID, WE MUST ALSO PRODUCE RECEIPTS FOR SAME.

SHERIFF'S SALE - COST SHEET

Citicorp Homeowners

VS. Kelly, Paul & Sharon

NO. 64 of 85

DATE OF SALE: January 23, 1986

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	14.00
Mailing	3.00
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	21.00
Mileage	7.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other	

TOTAL \$ 103.00

Press-Enterprise, Inc.	\$ 167.24
Henrie Printing	37.25
Solicitor's Services	

TOTAL \$ 204.49

PROTHONOTARY: Liens List	\$ 10.00
Deed Notarization	5.00
Other <u>Sat.</u>	5.00

TOTAL \$ 20.00

RECORDER OF DEEDS: Copywork	\$ 5.00
Deed	13.50
Other	

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19	\$
School Taxes, District, 19	
Delinquent Taxes, 19, 19, 19 (Total Amts.)	

TOTAL \$

MUNICIPAL RENTS:

Sewer - Municipality, 19	\$
Water - Municipality, 19	

TOTAL \$

SURCHARGE FEE: (State Treasurer) \$ 6.00

MISCELLANEOUS: \$

TOTAL \$

TOTAL COSTS \$ 351.99

Know all Men by these Presents,

That I, **JOHN R. ADLER**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of **Three Hundred Fifty-One Dollars Ninety-Nine Cents (\$351.99)** dollars to me in hand paid, do hereby grant and convey to **THE ADMINISTRATOR OF VETERANS AFFAIRS, OF WASHINGTON, D.C., HIS SUCCESSORS OR ASSIGNS, Post Office Box 8079/ Wissahickon Ave. & Manheim St., Philadelphia, PA 19101**

ALL THAT CERTAIN piece, parcel or lot of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northern side of Riverview Avenue, said point being the center line of an 18 inch culvert; thence along Riverview Avenue, South 75 degrees 45 minutes 35 seconds West, 100 feet to a point in line of Lot No. 148; thence along Lot No. 148, North 14 degrees 14 minutes 55 seconds West to the Low Water Mark of the Susquehanna River; thence along the Low Water Mark of the Susquehanna River to the lot now or formerly of Albert and Katherine Kocher; thence along lands now of formerly of said Kocher, South 10 degrees 9 minutes 10 seconds East, to the place of beginning.

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., dated April 7, 1975.

BEING the same premises which Terry F. Hess and Jacqueline B. Hess, husband and wife, by their deed dated September 15, 1983 and recorded in the Columbia County Court House in Deed Book 323, page 351, granted and conveyed unto Paul E. Kelly and Sharon L. Kelly, husband and wife.

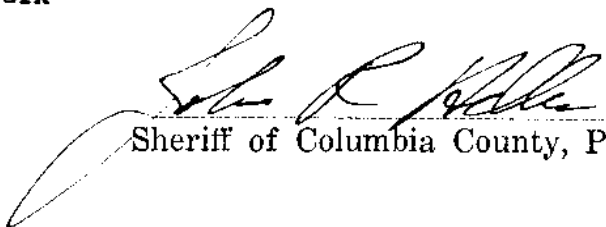
EXCEPTING AND RESERVING THEREFROM an easement ten (10) feet around the perimeter of the lot for utilities right-of-ways with the right of ingress, egress and regress to build, bury and otherwise install wires, pipes and mains and with the right to go upon the said easement for the purpose of repairing and maintaining the same at any and all times without liability for damage.

THE ABOVE DESCRIBED PREMISES are conveyed under and subject to the express covenants, conditions and restrictions which are deemed to be accepted by the Grantees upon delivery of the Deed and which are described with more particularity in Columbia County Deed Book 278, page 111.

Also being the same having been sold by me to the said grantee on the
Twenty-third day of January Anno Domini one
thousand nine hundred and Eighty-Six (1986), after due advertisement
according to law, under and by virtue of a writ of Citicorp Homeowners Services, Inc.
issued on the Sixteenth day of
October Anno Domini one thousand nine hundred and Eighty-five
out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as
of ~~Tenn~~, one thousand nine hundred and Eighty-five
Number 64, at the suit of Citicorp Homeowners Services, Inc.

against Paul E. Kelly and Sharon L. Kelly



In Witness Whereof, I have hereunto affixed my signature this **Thirteenth**
~~XXXXXXXX~~ day of **February** Anno Domini one
thousand nine hundred and **Eighty-Six**


Sheriff of Columbia County, Pennsylvania

Commonwealth of Pennsylvania, ss,

Before the undersigned, **Tami B. Kline** Prothonotary
of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared
John R. Adler, Sheriff of Columbia County aforesaid, and
in due form of law declared that the facts set forth in the foregoing Deed are true, and that
he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this **13th** day of
February Anno Domini one thousand nine hundred and **eighty-six (1986)**


 Prothonotary
Tami B. Kline
PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MON. JAN. 1, 1986

159
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$3.50
FEB 13 4 10 PM '86
adler.
\$3.52

Commonwealth of Pennsylvania }
County of Columbia } ss

RECORDED on this _____ day of _____

A. D. 19____, in the Recorder's office of said County, in Deed Book

Vol. _____, Page _____

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

Recorder



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Citicorp Homeowners Service, Inc.

- vs -

Paul E. Kelly and Sharon L. Kelly

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

NO. 64 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON Sharon L. Kelly

ON December 3 rd, 1985 AT 11:46 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the Notice of
Sheriff's Sale of Real Estate was served on the defendant, _____

Sharon L. Kelly at 455 Riverview Ave., Main. Twp.

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

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 64 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 23, 1986

At 10:15 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 Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue, said point being the center line of an 18 inch culvert; thence along Riverview Avenue, South 75 degrees 45 minutes 35 seconds west, 100 feet to a point in line of Lot No. 148, thence along Lot No. 148, north 14 degrees 14 minutes 55 seconds west to the Low Water Mark on the Susquehanna River; thence along the Low Water Mark of the Susquehanna River to the lot now or formerly of Albert and Katherine Kocher; thence along lands now or formerly of said Kocher, south 10 degrees 9 minutes 10 seconds east, to the place of BEGINNING.

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., dated April 7, 1975.

BEING KNOWN as 455 Riverview Avenue, Bloomsburg, PA.

BEING THE SAME PREMISES which Terry F. Hess and Jacqueline B. Hess by deed dated September 15, 1983 and recorded in the Recorder of Deeds Office of Columbia County in Deed Book 323, Page 351, granted and conveyed unto Paul E. Kelly and Sharon L. Kelly, his wife.

SEIZED IN EXECUTION as the property of Paul E. Kelly and Sharon L. Kelly, under Judgment No. 940 - 1985 Columbia County.

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on January 24, 1986 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.

Said premises will be sold by:

Purcell, Nissley, Krug & Haller, Esq.
Harrisburg, Pennsylvania

VICTOR B. VANDLING, Sheriff

Copies to: HENKLE PRINTING. 717-6-83
P-E, Legal Ads, Wednesdays, January 1, 8, & 15, 1986. Affidavit requested. 12/3/85
Audrey Bronson, R.D. 3, Bloomsburg, Tax Collector. 12/3/85



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

Citicorp Homeowners Services, Inc.

- vs -

Paul E. Kelly and Sharon L. Kelly

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 64 of 1985 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

December 10, 1985 at 2:27 P.M. POSTED A COPY OF THE
SHERIFF'S SALE BILL ON THE PROPERTY OF Paul & Sharon Kelly
455 Riverview Ave., Bloomsburg, Main twp.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF Delbert Doty

SO ANSWERS:

Delbert Doty
Delbert Doty

DEPUTY SHERIFF

FOR:

SWORN AND SUBSCRIBED BEFORE ME THIS

18 th DAY OF December 1985

TAMI B. KLINE, PROTHONOTARY
COLUMBIA COUNTY, PENNSYLVANIA

VICTOR B. VANDLING
SHERIFF, COL. CO

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Matthew J. Creme, being duly sworn and says that Press-Enterprise is a newspaper of general circulation and place of business at 3185 Lackawanna Avenue, Bloomsburg, Pennsylvania, and was established on the 1st day of March, 1986 (except Sundays and Legal Holidays) continuously in said county since the date of its establishment; that hereto attached is a copy of an advertisement in the above entitled proceeding which appeared on January 2, 1986, exactly as printed and published; that the affiant is one of the owners of said newspaper in which legal advertisement or notice was published; that Press-Enterprise are interested in the subject matter of said proceeding; that all of the allegations in the foregoing statement as to the facts and publication are true.

Sworn and subscribed to before me this 7th day of February, 1986.

Matthew J. Creme

T. J. Kres...

My Comm.

SHERIFF'S SALE

By virtue of a Writ of Execution No. 64 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., Jan 23, 1986

at 10:15 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 Main Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of River-view Avenue, said point being the center line of an 18 inch culvert; thence along River-view Avenue, South 75 degrees 45 minutes 35 seconds west, 100 feet to a point in line of Lot No. 148, thence along Lot

Notice is hereby given to all claimants and parties in interest, that the Sheriff will on January 24, 1986 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.

Said premises will be sold by:

Victor B Vandling
Sheriff

Purcell, Nissley,
Krug and Haller, Esq
Harrisburg, Pa.

deposes
pal office
and State
published
tate since
notice or
ewspaper
1986
rs of said
ffiant nor
nent, and
racter of

cation
r this

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

CITICORP HOMEOWNERS SERVICES,
INC.,

PLAINTIFF

IN THE COURT OF COMMON PLEAS
OF BERKS COUNTY, PENNSYLVANIA
COLUMBIA

vs.
PAUL E. KELLY AND
SHARON L. KELLY,
DEFENDANTS

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. 64 1985 19 85 E.D.
No. _____ 19 _____ A.D.
No. 940 19 85 J.D.

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

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ~~BERKS~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

455 Riverview Avenue, Main Township,

Bloomsburg, Columbia County, Pennsylvania 17815

Principal Amount Due \$ 43,395.50

Interest from 8/1/84 6,675.72

~~Plus charges and costs of sale~~

Late charges to sale date 234.30

Escrow deficit 2,515.28

~~5% Attorney's Commission~~

TOTAL: \$ 52,820.80

dated: 10-16-85
(SEAL)

Prothonotary

By: Helene K. Lerner

Deputy

TO: SHERIFF OF COLUMBIA COUNTY
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

OCT 14 1985 19

SIR:

There will be placed in your hands for service a Writ of
Execution in Mortgage Foreclosure, Styled as follows:
Citicorp Homeowners Services, Inc.

PLAINTIFF, VS.

Paul E. Kelly and Sharon L. Kelly

DEFENDANT(S).

NO. 940 - 1985TREM, 19

INSTRUCTIONS

If Writ of Execution, state what shall be seized and levied upon. If Real Estate, attach five (5) copies of description together with the location of premises. In all services give full information as to parties to be served with addresses, etc.

455 Riverview Avenue, Bloomsburg, Pennsylvania


ATTORNEY FOR PLAINTIFF

LEON P. HALLER

WAIVER OF WATCHMAN

Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.


ATTORNEY FOR PLAINTIFF

Leon P. Haller

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL THAT CERTAIN piece or parcel of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue, said point being the center line of an 18 inch culvert; thence along Riverview Avenue, South 75 degrees 45 minutes 35 seconds west, 100 feet to a point in line of Lot No. 148, thence along Lot No. 148, north 14 degrees 14 minutes 55 seconds west to the Low Water Mark on the Susquehanna River; thence along the Low Water Mark of the Susquehanna River to the lot now or formerly of Albert and Katherine Kocher; thence along lands now or formerly of said Kocher, south 10 degrees 9 minutes 10 seconds east, to the place of BEGINNING.

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., dated April 7, 1975.

BEING KNOWN as 455 Riverview Avenue, Bloomsburg, PA.

BEING THE SAME PREMISES which Terry F. Hess and Jacqueline B. Hess by deed dated September 15, 1983 and recorded in the Recorder of Deeds Office of Columbia County in Deed Book 323, Page 351, granted and conveyed unto Paul E. Kelly and Sharon L. Kelly, his wife.

SEIZED IN EXECUTION as the property of Paul E. Kelly and Sharon L. Kelly, under Judgment No. 940 - 1985 Columbia County.

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL THAT CERTAIN piece or parcel of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue, said point being the center line of an 18 inch culvert; thence along Riverview Avenue, South 75 degrees 45 minutes 35 seconds west, 100 feet to a point in line of Lot No. 148, thence along Lot No. 148, north 14 degrees 14 minutes 55 seconds west to the Low Water Mark on the Susquehanna River; thence along the Low Water Mark of the Susquehanna River to the lot now or formerly of Albert and Katherine Kocher; thence along lands now or formerly of said Kocher, south 10 degrees 9 minutes 10 seconds east, to the place of BEGINNING.

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., dated April 7, 1975.

BEING KNOWN as 455 Riverview Avenue, Bloomsburg, PA.

BEING THE SAME PREMISES which Terry F. Hess and Jacqueline B. Hess by deed dated September 15, 1983 and recorded in the Recorder of Deeds Office of Columbia County in Deed Book 323, Page 351, granted and conveyed unto Paul E. Kelly and Sharon L. Kelly, his wife.

SEIZED IN EXECUTION as the property of Paul E. Kelly and Sharon L. Kelly, under Judgment No. 940 - 1985 Columbia County.

CITICORP HOMEOWNERS SERVICES,
INC.,

PLAINTIFF

VS.

PAUL E. KELLY AND SHARON L. KELLY,

DEFENDANTS

: IN THE COURT OF COMMON PLEAS OF
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 940 1985
:
: IN MORTGAGE FORECLOSURE

AFFIDAVIT THAT THE DEFENDANT
IS NOT IN THE MILITARY SERVICE
PURSUANT TO "SOLDEIRS AND SAILORS"
CIVIL RELIEF ACT OF 1940, AS AMENDED

COMMONWEALTH OF PENNSYLVANIA :

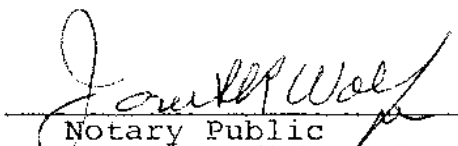
SS

COUNTY OF DAUPHIN :

Personally appeared before me a Notary Public in and for
said Commonwealth and County, LEON P. HALLER, ESQUIRE, who being
duly sworn according to law deposes and says that the Defendant(s)
above named is/are not in the Military or Naval Service nor are
they engaged in any way which would bring them within the Soldiers
and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :
before me this 14 day :
of October, 1985. :




Notary Public
Janet R. Wolfe, NOTARY PUBLIC

My Commission Expires Sept. 4, 1989

Harrisburg-PA Dauphin County

CITICORP HOMEOWNERS SERVICES,
INC.,

PLAINTIFF

VS.

PAUL E. KELLY AND

SHARON L. KELLY,

DEFENDANTS

IN THE COURT OF COMMON PLEAS
OF BERKS COUNTY, PENNSYLVANIA
COLUMBIA

WRIT OF EXECUTION

(Mortgage Foreclosure)

No. 64 1985 19 E.D.

No. 19 A.D.

No. 940- 19 85 J.D.

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF ~~BERKS~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

455 Riverview Avenue, Main Township,

Bloomsburg, Columbia County, Pennsylvania 17815

Principal Amount Due \$ 43,395.50

Interest from 8/1/84 6,675.72

~~Plus Court approved amount of fees on~~

Late charges to sale date 234.30

Escrow deficit 2,515.28

~~XXXX~~ 5% Attorney's Commission

TOTAL: \$ 52,820.80

Dated: 10-16-85

(SEAL)

Prothonotary

By:

Helen K. Linn

Deputy

OFFICE OF SHERIFF
COLUMBIA COUNTY
Oct 16 12 00 PM '85
SHERIFF
CHIEF DEPUTY

CITICORP HOMEOWNERS SERVICES, : IN THE COURT OF COMMON PLEAS
INC., : COLUMBIA COUNTY, PENNSYLVANIA
PLAINTIFF :
VS. : CIVIL ACTION - LAW
PAUL E. KELLY AND :
SHARON L. KELLY, : NO. 940 - 1985
DEFENDANTS : IN MORTGAGE FORECLOSURE
:

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held:

DATE: JANUARY 23, 1986
TIME: 10:15 A.M.
LOCATION: Sheriff's Office
Court House
Bloomsburg, PA.

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(SEE DESCRIPTION ATTACHED.)

THE LOCATION of your property to be sold is:

455 Riverview Avenue, Main Township
Bloomsburg, Columbia County, Pennsylvania 17815

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 940 - 1985

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) of this property is:

Paul E. Kelly and

Sharon L. Kelly

A SCHEDULE OF DISTRIBUTION, being a list of the persons, and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.

It has been issued because there is a Judgment against you.

It may cause your property to be held to be sold or taken to pay the Judgment.

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights YOU MUST ACT PROMPTLY.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE.

Court Administrator

Columbia County Courthouse

Bloomsburg, PA 17815

(717) 784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the Court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

PURCELL, NISSLEY, KRUG & HALLER
LEON P. HALLER, ESQUIRE

ALL THAT CERTAIN piece or parcel of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the northern side of Riverview Avenue, said point being the center line of an 18 inch culvert; thence along Riverview Avenue, South 75 degrees 45 minutes 35 seconds west, 100 feet to a point in line of Lot No. 148, thence along Lot No. 148, north 14 degrees 14 minutes 55 seconds west to the Low Water Mark on the Susquehanna River; thence along the Low Water Mark of the Susquehanna River to the lot now or formerly of Albert and Katherine Kocher; thence along lands now or formerly of said Kocher, south 10 degrees 9 minutes 10 seconds east, to the place of BEGINNING.

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., dated April 7, 1975.

BEING KNOWN as 455 Riverview Avenue, Bloomsburg, PA.

BEING THE SAME PREMISES which Terry F. Hess and Jacqueline B. Hess by deed dated September 15, 1983 and recorded in the Recorder of Deeds Office of Columbia County in Deed Book 323, Page 351, granted and conveyed unto Paul E. Kelly and Sharon L. Kelly, his wife.

SEIZED IN EXECUTION as the property of Paul E. Kelly and Sharon L. Kelly, under Judgment No. 940 - 1985 Columbia County.

TERM
SESS. 19_____

BLOOMSBURG, PA., January 13 1986

M Sheriff

vs.

TAMI B. KLINE

To **FREDERICK PETERSON** Dr

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

Paul E. Kelly and Sharon L. Kelly

Court of Common Pleas of Columbia County, Pennsylvania.

Citicorp Homeowners Services, Inc.,

versus

Paul E. & Sharon L. Kelly

No. 940 of Term, 1985.
Real Debt ||\$51,438.63
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien October 16, 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 Benjamin~~ 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 E. Kelly and Sharon L. Kelly

and find as follows:

See Photostatic copy attached.

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

In testimony whereof I have set my hand and
seal of office this 17th day of January
A.D., 19 86.

Beverly J. Michael....RECORDER

MORTGAGE

THIS INDENTURE, made the 15th day of September in the year of our Lord one thousand nine hundred and eighty-three, BETWEEN PAUL E. KELLY AND SHARON L. KELLY, his wife (hereinafter called Mortgagor) and THE KISSELL COMPANY a corporation organized and existing under the laws of the State of Ohio, and having its principal office and post-office address in Springfield, Ohio 45501 (hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of FORTY-THREE THOUSAND FIVE HUNDRED AND NO/100-----

Dollars (\$ 43,500.00---), with interest from date, at the rate of Thirteen per centum (13%) per annum on the unpaid balance until paid, as provided in a Note of even date herewith from the Mortgagor to the Mortgagee, in monthly installments of FOUR HUNDRED EIGHTY-ONE AND 20/100----- Dollars (\$ 481.20---), commencing on the first day of NOVEMBER, 1983, and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of OCTOBER, 2013, and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the TOWNSHIP of MAIN County of COLUMBIA and Commonwealth of Pennsylvania, to wit:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

It is covenanted and agreed by the Mortgagors that if the Veterans Administration does not, within sixty (60) days from date hereof, issue a loan Guaranty Certificate with respect to the loan secured by this Mortgage in an amount satisfactory to the Mortgagee, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned, namely,

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

TO HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee to its own use forever:

See: Original of Mortgage Book 58-85 Bb 347 pg 637

ALL THAT CERTAIN piece, parcel or lot of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the northern side of Riverview Avenue said point being the center line of an 18 inch culvert; thence along Riverview Avenue south 75 degrees 45 minutes 35 seconds west 100 feet to a point in line of Lot No. 148; thence along Lot No. 148, north 14 degrees 14 minutes 55 seconds west to the low water mark of the Susquehanna River; thence along the low water mark of the Susquehanna River to the lot of Albert and Katherine Kocher; thence along said Kocher lands, south 10 degrees 9 minutes 10 seconds east to the place of beginning.

Form 2111 (5-78)

IT BEING Lot No. 147 as shown on a draft of lots prepared for Clyde E. Yohey by T. Bryce James, R.S., April 7, 1975.

(Description continued on attached sheet)

This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
- (II) interest on this debt; and
- (III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.

5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by 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 Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. 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. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.

8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

10. The lien of this Mortgage shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.

11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.

12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an attorney's commission of FIVE per centum (5 %) of said principal debt shall be payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereto. After deducting the cost of such alterations, renovations, repairs, replacements, and the expenses incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

PROVIDED, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagee, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS

PAUL E. KELLY (SEAL)

SHARON L. KELLY (SEAL)

SHARON L. KELLY (SEAL)

SHARON L. KELLY (SEAL)

CERTIFICATE OF RESIDENCE

I, LYNNE M. ANDREACCI, do hereby certify that the correct address of the within-named Mortgagee is 30 Warder Street, Springfield, Ohio 45501

Witness my hand this 15th day of September, 1983

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

On this 15th day of September, A.D. 1983 before me, the Subscriber, a Notary Public, came the above-named PAUL E. KELLY AND SHARON L. KELLY and acknowledged the within Indenture of Mortgage to be THEIR AND ONLY act and deed, and desired the same to be recorded as such.

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

My commission expires 11-8, 1986

RECORDED
INDEXED
\$50.00 FEE
\$5.00 PA.

SEP 15 4 27 PM '83

#241

COMMONWEALTH
OF
PENNSYLVANIA

K#920 421-5

MORTGAGE

PAUL E. KELLY
SHARON L. KELLY

TO

THE KISSELL COMPANY

323 144 358

COMMONWEALTH OF
PENNSYLVANIA
COUNTY OF COLUMBIA

Recorded on this 15th day of September, A.D. 1983, in the Recorder's Office of said County in Mortgage Record Book 323, Vol. Page 355

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

Benjamin J. Mitchell, Notary Public

SEKH

WHEN RECORDED, PLEASE MAIL TO:
MR. JAKE HUMMELL
CITICORP HOMEOWNERS SERVICES, INC..
670 Mason Ridge Center Drive
St. Louis, Missouri 63141
Mail Station 61

ASSIGNMENT OF MORTGAGES

COLUMBIA County, PENNSYLVANIA

FROM	MORTGAGE DATED	MORTGAGE RECORDED	BOOK	PAGE	\$AMT.
✓ K# 920421-5 6323437 Paul E. Kelly & Sharon L. Kelly, his wife	Sept. 15, 1983	Sept. 15, 1983	323	355	43,500.
✓ K# 908888-1 6321195 Joseph C. Titus, Sr. & Doris E. Titus, his wife	Nov. 29, 1982	Nov. 29, 1982	312	504	44,500.
✓ K# 910035-5 6321543 Donald W. Shiner & Jay H. Swartz	Jan. 10, 1983	Jan. 10, 1983	313	905	13,500.

KNOW ALL MEN BY THESE PRESENTS

That the mortgages above named to THE KISSELL COMPANY, mortgagee for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States of America and over good and valuable consideration to said Corporation in hand paid by

CITICORP HOMEOWNERS SERVICES, INC.

at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred, and set over, and by these presents does grant, bargain, sell, assign, transfer, and set over unto the said

CITICORP HOMEOWNERS SERVICES, INC.

and assigns the above stated Mortgages together with all the rights, remedies, incidents, and appurtenances thereunto belonging, or in anywise appertaining, and all the right, title, interest, estate, property, claim and demand whatsoever of, in and to the same, and the premises therein described; together with the bond or obligation in said Indenture of Mortgages mentioned, and thereby intended to be secured, and the warrant of attorney to confess judgment thereto annexed, and all moneys due and to grow due therefrom.

TO HAVE AND TO HOLD the same unto the said CITICORP HOMEOWNERS SERVICES, INC. and assigns, to the proper use and behoof, subject to the provisions or condition of redemption in said Indenture of Mortgages contained, and direct the Recorder of said County to NOTE, upon the margin of the record of said Mortgages, this Assignment thereof.

IN WITNESS WHEREOF the said Corporation has caused its common and corporate seal to be affixed to this instrument by the hand of its Vice President and the same to be duly attested by its Assistant Secretary

This 1st day of April A.D., 19 85.

CERTIFICATE OF PRECISE RESIDENCE

We hereby certify that the precise residence of the party named in the attached document as the mortgagee, assignee or person entitled to interest is:

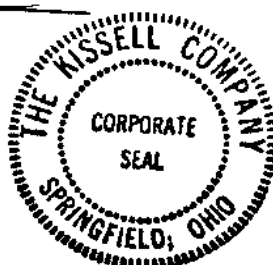
670 Mason Ridge Center Drive, St. Louis, Missouri 63141

ATTEST:

Eleanor L. Ferree
Eleanor L. Ferree
Assistant Secretary

THE KISSELL COMPANY

Sandra J. Goodwin
Sandra J. Goodwin
Vice President



STATE OF OHIO
COUNTY OF CLARK

SS

On the 1st day of April A.D., 19 85, before me the subscriber, a Notary Public in and for said County and State personally appeared Sandra J. Goodwin of the said THE KISSELL COMPANY who, being duly sworn according to law, says that (s)he was personally present at the execution of the within Assignment of Mortgages, and saw the common or corporate seal of said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the said Assignment of Mortgages was duly sealed and delivered by Sandra J. Goodwin as Vice President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned and that the names of this deponent as Vice President and of Eleanor L. Ferree as Assistant Secretary of the said Corporation, subscribed to this Assignment of Mortgages in attestation of its due execution and delivery, are of their and each of their respective handwriting.

Eleanor L. Ferree
Eleanor L. Ferree
Assistant Secretary

Sandra J. Goodwin
Sandra J. Goodwin
Vice President

Sworn and subscribed before me the day and year aforesaid.

WITNESS my hand and Notary Seal.

Doris A. Mader
Notary Public
DORIS A. MADER
Notary Public, State of Ohio
My Commission Expires
January 19, 1990
Recorded in Clark County



REC'D BY RECORDER
COLUMBIA CO., PA.

TAX 50... FEE 1.00

MAY 8 12 40 PM '85

Book

Recorded	Number	Volume	Page
	ASSIGNMENT OF MORTGAGES (Corporation)		
	FROM		

THE KISSELL COMPANY
Mortgagee of Assignee
30 Warder Street
Springfield, Ohio 45501

TO

CITICORP HOMEOWNERS SERVICES, INC.
670 Mason Ridge Center Drive
St. Louis, Missouri 63141

Make Note

Fee \$

Note Made By

Recorder of Deeds is requested

to MAIL this Assignment to

CITICORP HOMEOWNERS SERVICES, INC.
670 Mason Ridge Center Drive
St. Louis, Missouri 63141
Mail Station 61

STATE OF PENNSYLVANIA
COUNTY OF _____

SS

12:40 P.M.
Recorded in the Office of the Recorder
of Deeds, etc., in and for said County,
on the 8th day of May A.D.,
19 85 in Mortgage Book Vol. 347
Page 637.
Witness my hand and seal of said office,
the day and year aforesaid.

Beverly J. Michael
Recorder
Nedine M. Schmit
Dep

722 518

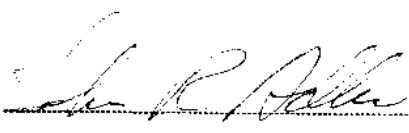
BOOK 347 PAGE 638

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 23rd day of January 1986, at 10:15 a.m. 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 Citicorp, Inc. for the price or sum of Three Hundred Sixty-Six Dollars & Seven Cents (\$366.07)- Costs 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 See attached distribution schedule.

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

SHERIFF'S SALE
DISTRIBUTION SHEET

Citicorp, Inc. VS. Paul & Sharon Kelly, et. al.
NO. 940 of 1985 JD DATE OF SALE: 1/23/86
NO. 64 of 1985 ED

Bid Price	\$	<u>351.99</u>	
Poundage		<u>7.04</u>	
Transfer Taxes		<u>7.04</u>	
Total Needed to Purchase	\$		<u>366.07</u>
Amount Paid Down			<u>500.00</u>
Balance Needed to Purchase			<u>(133.93)</u>

EXPENSES:

Columbia County Sheriff - Costs	\$	<u>103.00</u>	
Poundage		<u>7.04</u>	\$ <u>110.04</u>
Press-Enterprise			<u>167.24</u>
Henry Printing			<u>37.25</u>
Solicitor			
Columbia County Prothonotary			<u>20.00</u>
Columbia County Recorder of Deeds - Deed copy work			<u>18.50</u>
Realty transfer taxes			<u>3.52</u>
State stamps			<u>3.52</u>
Tax Collector ()			
Columbia County Tax Assessment Office			
State Treasurer			
Other: DSTE			<u>6.00</u>
TOTAL EXPENSES	\$		<u>366.07</u>

Total Needed to Purchase	\$	<u>366.07</u>
Less Expenses		<u>366.07</u>
Net to First Lien Holder	\$	<u>0</u>
Plus Deposit		<u>133.93</u>
Total to First Lien Holder	\$	<u>133.93</u>

Refund check sent to William Kreischer, Esq., Bloomsburg