

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 10, 1986

Rosenn, Jenkins & Greenwald  
15 South Franklin Street  
Wilkes-Barre, PA 18711

Attention: Mark McNealis, Esq.

Gentlemen:

Enclosed is a check in the amount of Ninety-six Dollars and ninety-seven cents (\$96.97) to cover the refund on the Franklin First Federal vs Ash sale.

I am attaching a copy of the Sheriff's Cost Sheet for your information.

Very truly yours,

Connie Breech  
Deputy

CB/sl

Enc.

# SHERIFF'S SALE - COST SHEET

Franklin First Federal

VS. Edward & Elizabeth Ash

NO. 1 of 1986

DATE OF SALE: 3-27-86 Stayed - Abandoned

## SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	14.00
Mailing	3.00
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	7.00
Mileage	12.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other	

TOTAL . . . . . \$ 94.00

Press-Enterprise, Inc.	\$ 202.88
Henrie Printing	37.25
Solicitor's Services	30.00

TOTAL . . . . . \$ 270.13

PROTHONOTARY: Liens List	\$ 10.00
Deed Notarization	5.00
Other Satisf.	5.00

TOTAL . . . . . \$ 20.00

RECORDER OF DEEDS: Copywork	\$ 5.00
Deed	
Other	

TOTAL . . . . . \$ 5.00

## 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 \$ 395.13

TOTAL COSTS

Poundage 7.90

\$ 403.03

Advance 500.00

Refund 96.97

SHERIFF'S SALE - COST SHEET

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TOTAL . . . . . \$ 20.00

RECORDER OF DEEDS: Copywork	\$ 5.00
Deed	
Other	

TOTAL . . . . . \$ 5.00

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 \$ 395.13

TOTAL COSTS

Poundage 7.90

\$ 403.03

Advance 500.00

Refund 96.97

SHERIFF'S SALE - COST SHEET

Franklin First Federal vs. Edw. & Eliz. Ash

NO. 1 of 1986

DATE OF SALE: 3-27-86

SHERIFF'S COST OF SALE:

SEP. 20  
NOV. 1986  
45.00  
97.50

Docket & Levy	\$ <u>14.00</u>
Service	<u>14.00</u>
Mailing	<u>3.00</u>
Advertising, Sale Bills & Newspapers	<u>18.00</u>
Posting Handbills	<u>2.00</u>
Mileage	<u>12.00</u>
Crying/Adjourn of Sale	<u>2.00</u>
Sheriff's Deed	<u>10.00</u>
Distribution	<u>9.00</u>
Other	

TOTAL . . . . . \$ 94.00

Press-Enterprise, Inc.	\$ <u>202.88</u>
Henrie Printing	<u>37.25</u>
Solicitor's Services	<u>30.00</u>

TOTAL . . . . . \$ 270.13

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

TOTAL . . . . . \$ 20.00

RECORDER OF DEEDS: Copywork	\$ <u>5.00</u>
Deed	<u>13.50</u>
Other <u>Satisf.</u>	<u>5.00</u>

TOTAL . . . . . \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>85</u>	\$ <u>338.46</u>
School Taxes, District <u>      </u> , 19 <u>      </u>	
Delinquent Taxes, 19 <u>      </u> , 19 <u>      </u> , 19 <u>      </u> (Total Amts.)	

TOTAL . . . . . \$ 338.46

MUNICIPAL RENTS:

Sewer - Municipality <u>Bwk. Boro.</u> , 19 <u>85-86</u>	\$ <u>165.85</u>
Water - Municipality <u>      </u> , 19 <u>      </u>	

TOTAL . . . . . \$ 165.85

SURCHARGE FEE: (State Treasurer)

\$ 6.00

MISCELLANEOUS:

\$       

TOTAL . . . . . \$       

TOTAL COSTS \$ 912.94

SHERIFF'S SALE  
DISTRIBUTION SHEET

Franklin First Federal vs. Edward & Elizabeth Ash

NO. 1 of 1986 JD  
NO. 1049 of 1985 ED

DATE OF SALE: stayed

Bid Price \$ \_\_\_\_\_  
Poundage \_\_\_\_\_  
Transfer Taxes \_\_\_\_\_  
Total Needed to Purchase \$ \_\_\_\_\_  
Amount Paid Down \_\_\_\_\_  
Balance Needed to Purchase \_\_\_\_\_

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>94.00</u>	
Poundage	<u>8.05</u>	\$ <u>102.05</u>
Press-Enterprise		<u>262.88</u>
Henry Printing		<u>37.25</u>
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>15.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		
State stamps		
Tax Collector (		
Columbia County Tax Assessment Office		
State Treasurer		
Other: <u>Satisfaction</u>		<u>5.00</u>
TOTAL EXPENSES		\$ <u>410.63</u>

---

Total Needed to Purchase	\$ _____
Less Expenses	_____
Net to First Lien Holder	\$ _____
Plus Deposit	_____
Total to First Lien Holder	\$ _____

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

4/7/86

ATT:Paul R. Everly III-  
Publisher  
Press-Enterprise  
Lackawanna Ave.  
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed you will find check no. 276 in the amount of \$200.88. This check is for payment of the advertising on the notices of the Ash Sale for the dates of March 6th, 13th, and 20th.

If you have any questions please feel free to contact our office.

Very truly yours,

Connie Breech  
Deputy

Enc.

OFFICE OF  
**JOHN R. ADLER**



**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

February 12, 1986

Press Enterprise

Dear Sir:

Please advertise the Sheriff Sale for Ash and Christy  
in the appropriate place of paper on the following dates  
March 6, 13, and 20th.

John R. Adler  
Sheriff of Columbia County

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, against EDWARD B. ASH and ELIZABETH M. ASH, and will be sold by:

*John R. Adler*  
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys



Sheriff's Sale  
March 27, 1986

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. / of 1986, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock A.M., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot #7; Thence in a southerly direction, along the easterly line of Lot #7, a distance of 170 feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of 67 ½ feet, more or less, to a point 67 ½ feet, more or less, west of the westerly line of Lot #3, said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of 170 feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of 67 ½ feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot #5 and all of Lot #6 of the Scnalon plot of lots of the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to Edward B. Ash by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated September 5, 1979 and recorded September 6, 1979 in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 294, page 446.

PREMISES improved with a One half double block, frame dwelling more commonly known as 1718 Spring Garden Avenue, Berwick, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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Attorneys

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*John R. Adler*  
SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

**TAX NOTICE**

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

CONNIE C. GINGHER  
120 R EAST 3RD ST.  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M  
A  
L  
T  
O  
ASH, EDWARD B  
1718 SPRING GARDEN AVE  
BERWICK, PA 18603

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

FOR	COLUMBIA COUNTY	DATE	BILL NO
DESCRIPTION	ASSESSMENT	MILLS	TAX
COUNTY R.E.	2210	18.00	39.78
TWP/BORO R.E.		29.00	64.09
LESS DISCOUNT			43.76
TAX			67.29
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE			
PAY THIS AMOUNT		101.79	111.05
PENALTY AT PROPERTY DESCRIPTION		APR 30	JULY 1
COUNTY 10% TWP/BORO 5%		IF PAID ON OR BEFORE	IF PAID ON OR AFTER
ACCT NO: 16514			
PARCEL 04.4-2-36			
1718 SPR GDN AVE LOT 6 & 1/2 S			
L-67.5X170			
BUILDINGS			
260			
1,950			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			

TOTAL 2,210

**TAX NOTICE**

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

CONNIE C. GINGHER  
120 R EAST 3RD ST.  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
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FRI 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M  
A  
L  
T  
O  
ASH, EDWARD B  
1718 SPRING GARDEN AVE  
BERWICK, PA 18603

FOR	BERWICK AREA SCHOOL DISTRICT	DATE	BILL NO
DESCRIPTION	ASSESSMENT	MILLS	TAX
SCHOOL R.E.	2210	98.00	212.25
LESS DISCOUNT			216.58
TAX			227.41
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE			
PAY THIS AMOUNT		212.25	227.41
PENALTY AT PROPERTY DESCRIPTION		APR 31	NOV 1
COUNTY 5%		IF PAID ON OR BEFORE	IF PAID ON OR AFTER
ACCT NO: 16514			
PARCEL 04.4-2-36			
1718 SPR GDN AVE LOT 6 & 1/2 S			
L-67.5X170			
BUILDINGS			
260			
1,950			
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT			

TOTAL 2,210

## UNITED STATES BANKRUPTCY COURT FOR THE

In re

MIDDLE

DISTRICT OF

PA

Edward B. Ash

Soc. Sec. No.

176-32-5676

Debtor's Employer's Tax Id. No.

Debtor\*

Date Petition Filed.....

Case Number.....

Bankruptcy Judge.....

CHAPTER 13

VOLUNTARY PETITION

&amp; EXHIBIT "B"

(If this form is used for joint petitioners wherever the word "petitioner" or words referring to petitioners are used they shall be read as if in the plural.)

1. Petitioner's mailing address, including county, is

1718 Spring Garden Avenue  
Berwick, PA, Columbia County, 18603

5-86-00203

2. Petitioner has

- ☐ resided within this district for the preceding 180 days.
- ☒ had his(her) domicile within this district for the preceding 180 days.
- ☐ had his(her) principal place of business within this district for the preceding 180 days.
- ☐ had his(her) principal assets within this district for the preceding 180 days.
- ☐ resided or been domiciled or had his(her) principal place of business within this district for a longer portion of the preceding 180 days than in any other district.

3. Petitioner is qualified to file this petition and is entitled to the benefits of title 11, United States Code as a voluntary debtor.

- 4.
- ☐
- A copy of petitioner's proposed plan, dated

19 is attached.

- ☒
- Petitioner intends to file a plan pursuant to chapter 13 of title 11, United States Code.

5. A declaration in the form of Exhibit "B" is attached to and made a part of this petition.

FILED

Wilkes-Barre, Pa

Wherefore, petitioner prays for relief in accordance with chapter 13 of title 11, United States Code.

Signed:

Robert W. Buehner, Jr.  
Attorney for Petitioner

Margaret A. Smith

Petitioner(s) signs if not represented by attorney

Address:

29 East Main Street  
Bloomsburg, PA 17815

Clerk of the Bankruptcy Court

Deputy Clerk

Petitioner

Petitioner

RELIEF ORDERED

## DECLARATION

INDIVIDUAL: I, Edward B. Ash, the petitioner named in the foregoing petition, declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

JOINT INDIVIDUALS: We, and the petitioners named in the foregoing petition, declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on

March 24, 1986

Signature:

Edward B. Ash

Petitioner

Petitioner

## EXHIBIT "B"

I, Robert W. Buehner, Jr., the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that he or she may proceed under chapter 7 or 13 of title 11, United State Code, and have explained the relief available under each such chapter.

March 24, 1986

Executed on

Signature of Attorney for Petitioner

Robert W. Buehner, Jr.

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

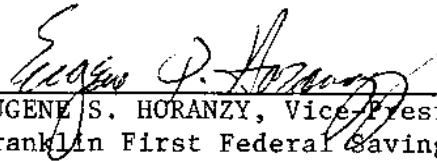
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF LAST KNOWN  
ADDRESS OF DEFENDANT AND PLAINTIFF

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of EDWARD B. ASH and ELIZABETH M. ASH, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants, EDWARD B. ASH and ELIZABETH M. ASH, is 1718 Spring Garden Avenue, Berwick, Columbia County, Pennsylvania; and the address of the

above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne  
County, Pennsylvania.

  
EUGENE S. HORANZY, Vice-President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 16<sup>th</sup> day  
of *December*, 1985.

  
NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires August 15, 1989



FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

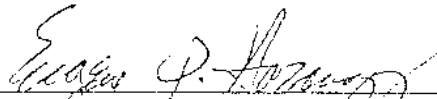
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF LAST KNOWN  
ADDRESS OF DEFENDANT AND PLAINTIFF

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS:
COUNTY OF LUZERNE	:	

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above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne  
County, Pennsylvania.

  
EUGENE S. HORANZY, Vice President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 16<sup>th</sup> day  
of *December*, 1985.

  
NOTARY PUBLIC  
NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires August 15, 1989

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985


AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF LAST KNOWN  
ADDRESS OF DEFENDANT AND PLAINTIFF

\*\*\*\*\*

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	:	SS:
COUNTY OF LUZERNE	:	

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above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne  
County, Pennsylvania.

  
EUGENE S. HORANZY, Vice-President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 16<sup>th</sup> day  
of *December*, 1985.

  
NOTARY PUBLIC  
NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires Augst 15, 1989

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

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

NO. 1 of 1986

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On February 13, 1986, \_\_\_\_\_ POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Edward B. & Elizabeth M. Ash, 1718  
Spring Garden Avenue, Berwick, Pa.  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF James Dent & Dan McGaw

SO ANSWERS:

Connie Breech  
Deputy Sheriff  
Connie Breech

FOR:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me this  
25<sup>th</sup> day of February, 1986

Tami B. Kline  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

CLERK & CLK. OF SEV. COURTS  
RECORDED & INDEXED JAN. 1, 1988

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: EDWARD B. ASH, Defendant herein and owner of the Real Estate hereinafter described and ELIZABETH M. ASH:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on 27 , MARCH , 1986, at

10. a.m., Eastern time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in 1718 Spring Garden Avenue, Berwick, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Mark P. McNealis  
MARK P. McNEALIS, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, PA 18711

DERR, PURSEL & LUCHAS

BY: DALE A. DERR, ESQUIRE  
P.O. Box 539  
238 Market Street  
Bloomsburg, PA 17815

Attorneys for Plaintiff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO.

WRIT OF EXECUTION

SERVICE ON Elizabeth M. Ash

ON January 23, 1986, AT 7:30 p.m., a true and  
attested copy of the within Writ of Execution and a true copy  
of the Notice of Sheriff's Sale of Real Estate was served on the  
defendant, Elizabeth M. Ash at 1718 Spring Garden  
Avenue, Berwick, Pa. by James Dent -

giving it personally to her husband Edward B. Ash.  
Service was made by personally handing said Writ of Execution and  
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

Connie Breech  
Deputy Sheriff  
Connie Breech

For:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 25<sup>th</sup> day of February, 1986

Tami B. Kline  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st MON. JAN. 1, 1988



OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO. 1 of 1986

WRIT OF EXECUTION

SERVICE ON Edward B. Ash

ON January 23, 1986 AT 7:30 p.m., a true and  
attested copy of the within Writ of Execution and a true copy  
of the Notice of Sheriff's Sale of Real Estate was served on the  
defendant, Edward B. Ash at 1718 Spring Garden  
Avenue, Berwick, Pa. by James Dent

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

So Answers:

Connie Breech  
Deputy Sheriff  
Connie Breech

For:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 25th day of February, 1986

Tami B. Kline  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS  
MY COMM. EX. 15 MON JAN. 1 1986

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

PRAECIPE FOR JUDGMENT FOR FAILURE  
TO ANSWER AND ASSESSMENT OF DAMAGES

TO THE PROTHONOTARY:

Please enter Judgment in favor of the Plaintiff and against the Defendants for failure to answer to Plaintiff's Complaint within twenty (20) days from service thereof and assess Plaintiff's damage as follows:

1. Principal	\$13,811.33
2. Interest to 12/16/85	\$ 1,959.70
3. Attorney's commission	<u>\$ 1,381.13</u>
Real Debt	\$17,152.16

Plus a per diem charge at the rate of THREE and 93/100 (\$3.93) DOLLARS from December 16, 1985, through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs, and any and all other expenses hereafter made by Plaintiff pursuant to the rights and privileges granted under the

58. HV 92 8 9 NYJ

RECORDED & INDEXED  
FILED

terms of the subject Mortgage; and for foreclosure and sale of the Mortgaged Property.

Mark P. McNealis  
MARK P. McNEALIS, ESQUIRE  
ROSENN, JENKINS & GREENWALD

Dale A. Derr  
DALE A. DERR, ESQUIRE  
DERR, PURSEL & LUCHAS

Attorneys for Plaintiff

DATED:

AND NOW,

January 6, 1985, Judgment is entered in favor of the Plaintiff and against the Defendants, and damages are assessed in the amount of SEVENTEEN THOUSAND ONE HUNDRED FIFTY-TWO and 16/100 (\$17,152.16) DOLLARS, plus a per diem charge at the rate of THREE and 93/100 (\$3.93) DOLLARS, from December 16, 1985, as aforesaid.

W. Tom B. Hine  
PROTHONOTARY

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

AFFIDAVIT OF DEFAULT

EUGENE S. HORANZY, being duly sworn according to law, deposes and says that he is the Vice-President of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, the above-captioned Plaintiff; that as such, he is authorized to make this Affidavit and is familiar with the facts herein contained; that on *January 16*, 1985, a Judgment will be entered in favor of the Plaintiff and against the Defendants for failure by the Defendants to file an Answer to Plaintiff's Complaint within twenty (20) days from service thereof, in the amount of SEVENTEEN THOUSAND ONE HUNDRED FIFTY-TWO and 16/100 (\$17,152.16) DOLLARS, including principal, interest and attorney's commission, plus a per diem charge at the rate of THREE and 93/100 (\$3.93) DOLLARS from December 16, 1985, the Praecipe and Entry of Judgment filed to captioned number being by reference thereto, incorporated herein and made a part hereof;

That the aforesaid Judgment has not been satisfied and therefore, as of the date hereof, there is due and owing to the captioned Plaintiff, the sum of SEVENTEEN THOUSAND ONE HUNDRED FIFTY-TWO and 16/100 (\$17,152.16) DOLLARS, including principal, interest and attorney's commission, plus a per diem charge at the rate of THREE and 93/100 (\$3.93) DOLLARS, from December 16, 1985, through to the date of any

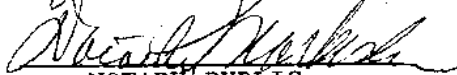
Sheriff's Sale pursuant to the within Judgment, together with all costs of suit and any monies hereinafter expended by the Plaintiff in payment of taxes, sewer and water rents, claims or charges for insurance or repairs.

  
EUGENE S. HORANZY

SWORN to and subscribed

before me this 16<sup>th</sup> day

of December, 1985.

  
NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.

My Commission Expires August 15, 1989

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

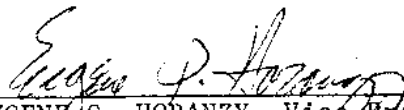
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF LAST KNOWN  
ADDRESS OF DEFENDANT AND PLAINTIFF

\*\*\*\*\*

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of EDWARD B. ASH and ELIZABETH M. ASH, the above-captioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers that they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendants, EDWARD B. ASH and ELIZABETH M. ASH, is 1718 Spring Garden Avenue, Berwick, Columbia County, Pennsylvania; and the address of the

above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne  
County, Pennsylvania.

  
EUGENE S. HORANZY, Vice President  
Franklin First Federal Savings and  
Loan Association of Wilkes-Barre

SWORN to and subscribed  
before me this 16<sup>th</sup> day  
of December, 1985.



NOTARY PUBLIC  
NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires Augst 15, 1989

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

NOTICE OF ENTRY OF JUDGMENT

TO: EDWARD B. ASH  
1718 Spring Garden Avenue  
Berwick, Pennsylvania

PLEASE TAKE NOTICE that on the 6 day of January, 1985,  
FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE,  
the above-named Plaintiff, caused the entry of a Judgment upon Default  
to be filed against you in the above-named Court and to the above-  
captioned term and number, in the principal sum including interest of  
FIFTEEN THOUSAND SEVEN HUNDRED SEVENTY-ONE and 03/100 (\$15,771.03)  
DOLLARS, plus an attorney's commission of Ten (10%) percent in the  
amount of ONE THOUSAND THREE HUNDRED EIGHTY-ONE and 13/100 (\$1,381.13)  
DOLLARS, for a total judgment of SEVENTEEN THOUSAND ONE HUNDRED  
FIFTY-TWO and 16/100 (\$17,152.16) DOLLARS, plus a per diem charge at  
the rate of THREE and 93/100 (\$3.93) DOLLARS from December 16, 1985.

PROTHONOTARY OF COLUMBIA COUNTY

BY: /s/ J. L. Kline



FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
	:	
PLAINTIFF	:	CIVIL ACTION-LAW
	:	
VS.	:	
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
	:	
DEFENDANTS	:	NO. 1049 OF 1985

NOTICE OF ENTRY OF JUDGMENT

TO: ELIZABETH M. ASH  
 1718 Spring Garden Avenue  
 Berwick, Pennsylvania

PLEASE TAKE NOTICE that on the 6 day of January, 1985,  
 FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE,  
 the above-named Plaintiff, caused the entry of a Judgment upon Default  
 to be filed against you in the above-named Court and to the above-  
 captioned term and number, in the principal sum including interest of  
 FIFTEEN THOUSAND SEVEN HUNDRED SEVENTY-ONE and 03/100 (\$15,771.03)  
 DOLLARS, plus an attorney's commission of Ten (10%) percent in the  
 amount of ONE THOUSAND THREE HUNDRED EIGHTY-ONE and 13/100 (\$1,381.13)  
 DOLLARS, for a total judgment of SEVENTEEN THOUSAND ONE HUNDRED  
 FIFTY-TWO and 16/100 (\$17,152.16) DOLLARS, plus a per diem charge at  
 the rate of THREE and 93/100 (\$3.93) DOLLARS from December 16, 1985.

PROTHONOTARY OF COLUMBIA COUNTY

BY: 181 Tam B. Blue

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: EDWARD B. ASH, Defendant herein and owner of the Real Estate  
hereinafter described and ELIZABETH M. ASH:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ  
of Execution issued under the above-captioned Judgment, directed to  
the Sheriff of Columbia County, there will be exposed to public sale,  
by vendue or outcry to the highest and best bidders, for cash, in the  
Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of  
Columbia, and State of Pennsylvania, on *27, March, 1985*, at  
*10* a.m., Eastern time, in the forenoon of the said day, all your  
right, title and interest in and to ALL that certain piece or parcel  
of land situate in 1718 Spring Garden Avenue, Berwick, County of  
Columbia, and State of Pennsylvania, the same more particularly  
described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest,  
that the Sheriff will within thirty (30) days thereafter file a  
schedule of distribution in his office, where the same will be avail-  
able for inspection and that distribution will be made in accordance

with this schedule unless exceptions are filed thereto within ten (10)  
days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Mark P. McNealis  
MARK P. McNEALIS, ESQUIRE  
15 South Franklin Street  
Wilkes-Barre, PA 18711

DERR, PURSEL & LUCHAS

BY: Dale A. Derr  
DALE A. DERR, ESQUIRE  
P.O. Box 539  
238 Market Street  
Bloomsburg, PA 17815

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 2 of 1986, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, at 10:00 o'clock A.M., in the forenoon of the said day, all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot #7; Thence in a southerly direction, along the easterly line of Lot #7, a distance of 170 feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of 67 ½ feet, more or less, to a point 67 ½ feet, more or less, west of the westerly line of Lot #3, said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of 170 feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of 67 ½ feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot #5 and all of Lot #6 of the Scnalon plot of lots of the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to Edward B. Ash by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated September 5, 1979 and recorded September 6, 1979 in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 294, page 446.

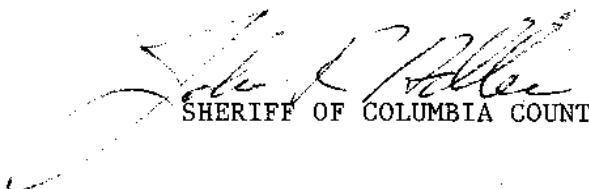
PREMISES improved with a One half double block, frame dwelling more commonly known as 1718 Spring Garden Avenue, Berwick, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, against EDWARD B. ASH and ELIZABETH M. ASH, and will be sold by:



SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD  
Attorneys

EXHIBIT "A"

TERM  
SESS.

19.

March 17

1986

41

vs.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

EDWARD B. ASH & ELIZABETH M. ASH

Court of Common Pleas of Columbia County, Pennsylvania.

DEPT. OF PUBLIC WELFARE

versus

EDWARD B. ASH

No. 203 of Term, 1985  
Real Debt ||\$ 5,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien February 22, 1985  
Nature of Lien Reimbursement Agreement

Franklin First Federal Savings &  
Loan Association of Wilkes-Barre

versus

Edward B. & Elizabeth M. Ash

No. 1049 of Term, 1985  
Real Debt ||\$ 17,152.16  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien January 6, 1986  
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

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

March 14, 1986

Gentlemen:

Enclosed are property descriptions for Sheriff Sales  
scheduled for the near future.

Please contact our office as soon as possible if you have  
any claims against these individuals.

Very truly yours,

A handwritten signature in cursive script that reads "Connie Breech".

Connie Breech  
Deputy

Enclosures - 5



SHERIFF'S SALE

By virtue of Writ of Execution No. 218 of 1986, E.D., 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 bidder for cash, in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania, on March 27, 1986, at 10:15 o'clock A.M., all the right, title and interest of the Defendants, Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, in and to:

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

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and N. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S81-30E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P.P.&L. property, now Laubach; thence along said lands South seventeen degrees West (S17 - 00W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Brobst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55") for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N 23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West (N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all Three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on record in Columbia County Deed Book 121, page 453.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on April 9, 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.

SEIZED AND TAKEN into execution at the suit of Bloomsburg Bank-Columbia Trust Company, Plaintiff, vs. Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, Defendants, filed to No. 915 of 1985, J.D.

SAID PREMISES WILL BE SOLD BY:

JOHN R. ADLER  
SHERIFF OF COLUMBIA COUNTY

MICHAEL J. IREY, ATTORNEY

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and ELIZABETH M.	:	IN MORTGAGE FORECLOSURE
ASH,	:	
DEFENDANTS	:	NO. 1049 OF 1985

WRIT OF EXECUTION  
NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

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

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

In addition you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property.

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

Fred Trump, Court Administrator  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815  
(717) 784-1991 EXT: 267

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

FRANKLIN FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF WILKES-BARRE,

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1049 Term 1985J.D.

NO. 1 Term 1986E.D.

EDWARD B. ASH and ELIZABETH M.  
ASH,

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

\*\*Plus a per diem charge at the rate of \$3.93 from December 16, 1985,  
through to the date of any Sheriff's Sale pursuant to the Judgment  
demanded herewith, together with all costs of suit and any money  
hereinafter expended by the Plaintiff in payment of taxes, sewer and  
water rents, claims or charges for insurance or repairs, and any and  
all other expenses hereafter made by Plaintiff.

MAP NO.  
SEQUENCE NO.  
PLATE NO.

Amount Due	\$13,811.33
Attorney's Commission	\$ 1,381.13
Interest to 12/16/85	<u>\$ 1,959.70</u>

TOTAL \$17,152.16 Plus costs \*\*

as endorsed.

Jamie B. Kline  
Prothonotary, Court of Common  
Pleas of Columbia County, Pa.

Dated JAN 6 1986

(SEAL)

BY: [Signature] Deputy

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

Edward B. Ash and Elizabeth M. Ash

and find as follows:

See photostatic copies attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and  
seal of office this 20th day of March  
A.D., 19 86.

*Beverly J. Michael* RECORDER

# MORTGAGE

THIS MORTGAGE is made this 5th day of September 1979, between the Mortgagor EDWARD B. ASH, of Berwick, County of Columbia, State of Pennsylvania; (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED (\$14,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 10, 1999.

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

ALL:  
ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot #7; Thence in a southerly direction, along the easterly line of Lot #7, a distance of 170 feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of 67 1/2 feet, more or less, to a point 67 1/2 feet, more or less, west of the westerly line of Lot #3, said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of 170 feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of 67 1/2 feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot #5 and all of Lot #6 of the Scnalon plot of lots to the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to the Mortgagor herein by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated the 5th day of September 1979, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1718 Spring Garden Avenue, Berwick Borough, Columbia County,  
Pennsylvania; (herein "Property Address");  
(State and Zip Code) (Street) (City)

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

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

PENNSYLVANIA—1 to 4 Family—6/75—FNMA/FNLMC UNIFORM INSTRUMENT



Franklin First Federal  
Savings and Loan Association  
44 W. Market St. Wilkes-Barre, PA 18701

5004 196 PAGE 1057

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# MORTGAGE FORECLOSURE CHECKLIST

PLAINTIFF: Franklin First Federal Savings and Loan

DEFENDANT/OWNER: Edward B. & Elizabeth M. Ash

FILE NO.: 2 of 1986 E.D. 1049 of 1985 J.D.

<u>PROCEDURE</u>	<u>DATE STARTED</u>	<u>DATE COMPLETED</u>
1. Writ received and stamped	January 6, 1986	—
2. Expando set up	January 22, 1986	January 22, 1986
3. Writ served and return filed	1-23-86	1-23-86
4. Sale date set	10:00 a.m. March 27, 1986	—
5. Posters printed	took to printer 1-28-86	Rec'd 2-3-86
6. Title searches commissioned	—	—
7. Property posted	—	—
8. Notices sent to:		
A. Defendant		
B. Owner		
C. Lien holders		
(Affidavit of Service filed)		
9. Contact Press-Enterprise for advertising		2-13-86
10. Sale held		
11. Distribution prepared and filed		
12. Distribution made		
13. Prepare and record deed and transfer tax affidavit		
14. Return made to Prothonotary		

*Handed to the court 2/13/86*



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Edmund C. Ash*

*Edward B. Ash*  
EDWARD B. ASH

—Borrower

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA  
On this, the 5th day of September, 1979, before me,

a Notary Public, personally appeared the within named  
EDWARD B. ASH

known to me (or satisfactorily proven) to be the person(s) whose name(s) (is) (are)  
subscribed to the within instrument and acknowledged that he/she/they  
executed the same for the purposes hereon contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires:  
4/3/82

*Edmund C. Ash*

Berwick, Columbia County, Penna.

I Hereby Certify that the precise residence of the Franklin First Federal Savings and Loan Association of Wilkes-Barre, is 44 West Market Street, Wilkes-Barre, Pa.

Harold Rosenn/Maurice Cantor  
Attorneys for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia  
Commonwealth of Pennsylvania in Mortgage Book No. 196 page 1057

Witness my hand and Seal of Office this  
9:02 a.m.

5th day of Sept.  
*Mary G. Bower*  
Recorder of Deeds

1979

SEP 6 9 02 AM '79  
TAX FEE 7.50  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
117

BOOK 196 PAGE 1060

Revised 10-1-78

# MORTGAGE

THIS MORTGAGE, entered into this, 19th day of AUGUST, 1981, between EDWARD B ASH herein called "Mortgagor," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 44 West Broad Street, Hazleton, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note \$7,680.00 (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any of all of which are hereinafter referred to as "promissory Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, ALL the following described real estate situated in the (City) of BERWICK County of COLUMBIA Commonwealth of Pennsylvania, described as follows:  
XXXXXX

(Insert legal description of mortgaged premises)

Municipal Tax Lot....., Block.....

Premises described in Deed Book 294 Page 446 recorded in Columbia County Court House, Bloomsburg, Pa.

BEING premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 294 Page 446, as said premises are therein described.

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

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

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said promissory Note.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said promissory Note, costs of suit, and costs of sale.
6. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

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

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

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

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:

Harriet T. Harwood  
Witness

Edward B. Ash (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

COMMONWEALTH OF PENNSYLVANIA: )

COUNTY OF LUZERNE )

EDWARD B ASH

On this 19th day of August 1981

EDWARD B ASH

Mortgagee(s) and acknowledged the within indenture of Mortgage to be so and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.  
(SEAL)

My Commission Expires:



*[Signature]*

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, MARIE T. MARUSAK

of Beneficial Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 44 West Broad Street, Hazleton, Pennsylvania.

Witness my hand, this 19th day of August, 1981.

*[Signature]*  
Agent of Mortgagee

REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$50 FEE 8.50  
Aug 27 10 24 AM '81

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

EDWARD B ASH

Name of Mortgagee(s)

to:  
BENEFICIAL CONSUMER  
DISCOUNT COMPANY,  
Mortgagee

44 West Broad Street,

Hazleton, Pa. 18201

Address

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF Columbia 10:24 a.m.

RECORDED on the 27th

of August 1981

in the Office for Recording of Deeds of said County, in Mortgage Book No. 206 Page 441.

*[Signature]*  
Recorder

BOOK 206 PAGE 442