

LAW OFFICES

ROSENN, JENKINS & GREENWALD

15 SOUTH FRANKLIN STREET

WILKES-BARRE, PENNSYLVANIA 18711

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JAMES E. JOSEPH
LAUREN A. ZACCARELLI
RICHARD M. FERGUSON
ROBERT M. DANENBERG

November 5, 1986

Connie Breech, Deputy Sheriff
Office of the Sheriff of
Columbia County
Columbia County Court House
P.O. Box 380
Bloomsburg, Pa. 17815

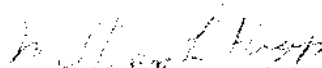
RE: Franklin First Federal Savings and Loan Association
of Wilkes-Barre vs. Wayne Hess and Connie Hess (Writ
of Execution No. 61 of 1986)

Dear Connie:

This correspondence is to serve as confirmation of Franklin's
desire to stay the Sheriff's Sale in the above-referenced matter.
Enclosed is a check in the amount of \$11.39 made payable to the
Sheriff of Columbia County for costs in excess of Franklin's deposit.

Thank you very much.

Sincerely,



WILLIAM L. HIGGS

WLH/rh
Enclosure

CC: Eugene Horanzy
Michael Johnson

ROSENN, JENKINS AND GREENWALD
 ATTORNEYS-AT-LAW
 FIFTEEN SOUTH FRANKLIN STREET
 WILKES-BARRE, PA.

DATE	INVOICE	AMOUNT

60-54
 313
 20884

PAY 1139 DOLLARS

CHECK NO.	TO THE ORDER OF	DATE	FILE NUMBER	CODE	CHECK AMOUNT
20884	Seiffert & Associates	11-6-84	29108	61	1139

MERCHANTS BANK NORTH
 WILKES-BARRE, PA. 18711

ROSENN, JENKINS AND GREENWALD

⑆020884⑆ ⑆031300546⑆ 107⑈548⑈5⑈

VOID AFTER 90 DAYS

64.37

○
○
■
—
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PAID
ACTION

1

10	10
20	20
30	30
40	40
50	50

100

W. L. K.

Charles

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. 61 of 86

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

10/6/86 at 0920hrs POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF wayne and cinnie hess
920 ORANGE STREET, BERWICK, PA.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF CONNIE BREECH

SO ANSWERS:

Connie Breech
Deputy Sheriff

FOR:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me this
7th day of October 1986

Tami B. Kline
by Dorothy Long
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania
PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st. MON. JAN. 1, 1988

State of Pennsylvania
County of Columbia

ss.

I, Beverly J. Michael, 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

Wayne F. Hess and Connie L. Hess, his Wife

and find as follows:

See Photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 28th day of October
A.D., 19 86

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 13th day of November 1980, between the Mortgagor WAYNE E. HESS and CONNIE L. HESS, his wife, of RD. #2, Wapwallopen, County of Luzerne, Penna. (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 TWENTY TWO THOUSAND DOLLARS (\$22,000.00) 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 November 15, 2000;

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: 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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty nine (69) degrees forty five (45) minutes East along Orange Street a distance of fifty one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty one and three fourths (31 3/4); THENCE southerly one (1) degree forty five (45) minutes east along the westerly side of Lot Number thirty one and three fourths (31 3/4) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to the Mortgagors herein by Deed of MARTHA L. VALORE Executrix of the Last Will and Testament of Mary Catherine Ludwig, and MARTHA L. VALORE and RICHARD H. VALORE, her husband, in their own right, dated the 15th day of October, 1980, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

SUBJECT to the same reservations, covenants, restrictions and exceptions as appear in the chain of title.

which has the address of 902 Orange Street, Berwick Borough, Columbia County,
Pennsylvania; (Street) (City)
(State and Zip Code) (herein "Property Address");

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

Borrower covenants that Borrower is lawfully 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—FHMA/FHMC UNIFORM INSTRUMENT



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstatement.** 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:

Wayne F. Hess

Wayne F. Hess
WAYNE F. HESS

—Borrower

Connie L. Hess
CONNIE L. HESS

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 13th day of November, 1980, before me, a Notary Public, personally appeared the within named

WAYNE F. HESS and CONNIE L. HESS, his wife,
known to me (or satisfactorily proven) to be the person(s) whose name(s) (is) (are)
subscribed to the within instrument and acknowledged that (they) (it)
executed the same for the purposes herein contained.

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

My Commission Expires:
4/3/82

Mary Connolly
Berwick, Columbia County, PA



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 Mortgagees

Recorded in the Office for Recording of Deeds in and for the County of Columbia,
Commonwealth of Pennsylvania in Mortgage Book No. 201, page 1088.
Witness my hand and Seal of Office this 13th day of November,

1980 at 1:47 p.m.

Beverly J. Michael
Beverly J. Michael
Recorder of Deeds

#185
RECEIVED BY RECORDER
COLUMBIA CO. PA.
TAX \$50.00 FEE 7.50
NOV 13 1 47 PM '80
WM

MTGE-39 Revised 10-1-78

BOOK 201 PAGE 1091

MORTGAGE

THIS MORTGAGE is made this 20 day of July, 19 84,
between the Mortgagor, Wayne F. Hess & Connie L. Hess, His Wife
(herein "Borrower"), and the Mortgagee,
Household Finance Consumer Discount Company, a corporation organized and
existing under the laws of Pennsylvania, whose address
is 1504 W. Front St. Berwick Pennsylvania, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 9060.00
Nine Thousand Sixty Dollars and No Cents Dollars
which indebtedness is evidenced by Borrower's Loan Repayment and Security Agreement or Secondary Mortgage Loan
Agreement dated 7/20/84 and extensions and renewals thereof, including those pursuant to any
Renegotiable Rate Agreement, (herein "Note"), providing for monthly installments of principal and interest (including
any adjustments to the amount of payment or the contract rate if that rate is variable) and other charges, with the
balance of indebtedness, if not sooner paid, due and payable on 7/20/89

TO SECURE to Lender 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 or otherwise; and the performance of the covenants and agreements of Borrower herein contained, Borrower
does hereby mortgage, grant and convey to Lender the following described property located in the County of Columbia,
Commonwealth of Pennsylvania:

Deed Book 300 Page 281

which has the address of 920 Orange St. Berwick
(Street) (City)
Pennsylvania 18603
(Zip Code) (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents all of which 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
hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,
subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness and other charges, including any variations resulting from changes in the contract rate, as evidenced by and provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, 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 in one or more payments as Lender may require.

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 17 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.** Except for loans made pursuant to the Pennsylvania Consumer Discount Company Act, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first to interest at the applicable Contract Rate, and then to the principal.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid 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.

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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.

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.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

To the extent not prohibited by applicable law, any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon at the applicable Contract Rate, 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. 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** 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 and all other parties who are or hereafter become secondarily liable 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. 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **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 delivering it or by mailing such notice by registered or 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 registered or certified mail 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.

13. **Governing Law; Severability.** The state and local laws of the jurisdiction in which the Property is located shall apply except where such laws conflict with Federal law, in which case, Federal law applies. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property.** If Borrower sells or transfers all or any part of the Property or an interest therein including a sale by land contract, but excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered 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 17 hereof.

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

17. **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 give notice to Borrower as provided by applicable law specifying, among other things: (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 nonexistence 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. To the extent not prohibited by applicable law, Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 before 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 and the Note 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

21. Waiver of Homestead and Right of Redemption. To the extent not prohibited by applicable law, Borrower hereby waives all right of homestead exemption and right of redemption in the Property under state or Federal law.

22. Interest Rate after Judgment. Borrower agrees the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate stated in the Note.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has signed, sealed and delivered this Mortgage the day and year first above written.

Witness:

Joseph E. Skursky

Wayne F. Hess
(Wayne F. Hess) — Borrower

Connie L. Hess
(Connie L. Hess) — Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 1504 W. Front St. Berwick, Pa. 18603

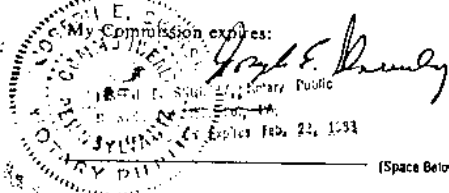
On behalf of the Lender, By: J.E. Skursky Title: Manager

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this 20 day of July, 19 84, before me,
Joseph E. Skursky the undersigned officer, personally appeared
Wayne F. Hess & Connie L. Hess, His Wife
known to me (or satisfactorily proven) to be the person whose name is are subscribed to the within
instrument and acknowledged that they executed the same for the purposes
herein contained.

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

My Commission expires:



Title of Officer

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County
Record Bk 335 pg 879
August 1, 1984 10:02am

Beverly J. Michael
Adeline M. Schmit
resp

BOOK 335 PAGE 882

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00
AUG 1 10 02 AM '84

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SHERIFF'S SALE REAL ESTATE OUTLINE

	DATE SENT	DATE REC.
RECEIVE AND TIME STAMP	9-5	
DOCKET AND INDEX	9-11	
SET FILE UP	9-11	
CHECK FOR PROPER INFO		
3 writs of exec.	✓	
3 copies of description	✓	
whereabouts of defendants	✓	
non-military affidavit	✓	
3 notices of sheriff's sale	✓	
check for \$500.00	✓	
watchman release form	✓	
liens list	✓	
TYPE PROPER INFORMATION ON DESCRIPTION	✓	
SET SALE DATE AND ADV. DATES (POST ON CALENDER)	✓	
SET POSTING DATE	✓	
FILL IN EXECUTION NO'S ON PAPERS	✓	
SET DISTRIBUTION DATES:	✓	
file date within week of sale	✓	
pay date after 10 days of filing	✓	
TYPE UP CARDS FOR PAPERS TO BE SERVED	✓	
PUT PAPERS TOGETHER WITH CARDS TO BE SERVED	✓	
SERVE PAPERS	9-15	
notice of writ of execution		
notice of sheriff's sale		

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

	DATE SENT	DATE REC.
writ		
ONCE SERVED, DOCKET SERVICE	9-15	
SEND COPY OF SERVICE TO ATTY	9-15	
SEND DESCRIPTION TO PRINTER	9-11	9-22
SEND NOTICE TO PRESS FOR PUBLICATION	9-11	
Adv. 3 weeks prior to sale, once a week Thursdays		
ONCE HANDBILLS ARE RECEIVED, SEND COPIES TO		
Recorder of Deeds	✓	
Tax claim office	✓	2
Proth.-post on board	✓	
Tax assessment office	9-11	
post in sheriff's office	✓	
front of lobby	✓	
atty. office	✓	
send copy to defendant	✓	
SEND NOTICES TO LOCAL TAX COLLECTORS (certified mail)	9-11	
WATER AUTH. (certified mail)	9-11	
SEWER (certified mail)	9-11	
SEND COPIES TO IRS OFFICE IN PHILA.(cert. mail, include copy of writ along with description)	9-11	
SEND COPIES TO PA. PERSONAL TAX AUTH.(cert. mail, include copy of writ along with description)	9-11	
IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. (cert. mail, include copy of writ along with description)	NA	

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

	DATE SENT	DATE RECEIVED
30 days BEFORE SALE POST PROPERTY		
send copy of posting to atty.		
PREPARE COST SHEET BEFORE SALE		
HOLD SALE		
PREPARE FINAL COSTS SHEET		
WITHIN FIVE DAYS OF SALE, POST DISTRIBUTION ALONG WITH AFFADAVIT ON BOARD		
WITHIN TEN DAYS OF FILING DIST., MAKE DISTRIBUTION		
PREPARE DEED AND TAX AFFIDAVIT FOR RECORDER		
SEND DEED TO PROPER ATTY.		
FILE FOLDER		

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. *61* 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, on *Thursday November 6* 1986, at *11* 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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to Wayne F. Hess and Connie L. Hess, his wife, by Deed of Martha L. Valore Executrix of the Last Will and Testament of Mary Catherine Ludwig, and Martha L. Valore and Richard H. Valore, her husband, in their own right, dated the 15th day of October, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 300, page 281.

UNDER and subject to the same reservations, conditions, restrictions, covenants, exceptions and easements as are in prior chain of title.


EXHIBIT "A"

PREMISES improved with a two story, single family, frame dwelling more commonly known as 920 Orange Street, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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 WAYNE F. HESS and CONNIE L. HESS, his wife, and will be sold by:


SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

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Attorneys

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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:

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TOGETHER with all buildings and improvements thereon.

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 WAYNE F. HESS and CONNIE L. HESS, his wife, and will be sold by:


SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 61 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, on Thursday November 6 1986, at 11 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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to Wayne F. Hess and Connie L. Hess, his wife, by Deed of Martha L. Valore Executrix of the Last Will and Testament of Mary Catherine Ludwig, and Martha L. Valore and Richard H. Valore, her husband, in their own right, dated the 15th day of October, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 300, page 281.

UNDER and subject to the same reservations, conditions, restrictions, covenants, exceptions and easements as are in prior chain of title.

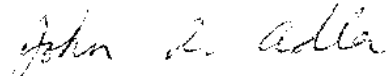
EXHIBIT "A"

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TOGETHER with all buildings and improvements thereon.

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SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

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, on , , 1986, at o'clock .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:

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SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

WRIT 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
LUZERNE COUNTY, PENNSYLVANIA

vs.

NO. 702 Term 1986J.D.

NO. 61 Term 1986E.D.

WAYNE F. HESS and CONNIE L. HESS,
his wife,

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 \$7.20 from July 25, 1986,
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	\$21,271.41
Attorney's Commission	\$ 2,127.14
Interest to 7/25/86	<u>\$ 2,767.67</u>
TOTAL	\$26,166.22 Plus costs **

as endorsed.

Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated Sept. 5, 1986

(SEAL)

BY: Helene K. Linn
Deputy

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, on , , 1986, at o'clock .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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths (31 3/4); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths (31 3/4) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to Wayne F. Hess and Connie L. Hess, his wife, by Deed of Martha L. Valore Executrix of the Last Will and Testament of Mary Catherine Ludwig, and Martha L. Valore and Richard H. Valore, her husband, in their own right, dated the 15th day of October, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 300, page 281.

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SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, against WAYNE F. HESS and CONNIE L. HESS, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

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

WRIT 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
LUZERNE COUNTY, PENNSYLVANIA

vs.

NO. 702 Term 1986J.D.

NO. 61 Term 1986E.D.

WAYNE F. HESS and CONNIE L. HESS,
his wife,

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 \$7.20 from July 25, 1986, 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	\$21,271.41
Attorney's Commission	\$ 2,127.14
Interest to 7/25/86	<u>\$ 2,767.67</u>
TOTAL	\$26,166.22 Plus costs **

as endorsed.

Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated Sept. 5, 1986

(SEAL)

BY: Helen K. Leman
Deputy

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, on , , 1986, at o'clock .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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths (31 3/4); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths (31 3/4) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

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SEIZED AND TAKEN into execution at the suit of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, against WAYNE F. HESS and CONNIE L. HESS, his wife, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

WRIT OF EXECUTION
NOTICE

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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.

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

T OF EXECUTION - (MORTGAGE FOR OSURE)
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
LUZERNE COUNTY, PENNSYLVANIA

vs.

NO. 702 Term 1986J.D.

NO. 61 Term 1986E.D.

WAYNE F. HESS and CONNIE L. HESS,
his wife,

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):

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**Plus a per diem charge at the rate of \$7.20 from July 25, 1986, 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	\$21,271.41
Attorney's Commission	\$ 2,127.14
Interest to 7/25/86	<u>\$ 2,767.67</u>
TOTAL	\$26,166.22 Plus costs **

as endorsed.

Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated Sept. 5, 1986

(SEAL)

BY: Helene K. Lunn
Deputy

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

WRIT OF EXECUTION
NOTICE

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



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
(717) 787-3646

Re: S. Zimmerman
ATTORNEY GENERAL

September 12, 1986

Reply To:
15th Floor
Strawberry Square
4th & Walnut Streets
Harrisburg, PA 17120

Mr. J. H. Dent
Ms. Connie Breech
Deputy Sheriffs
Columbia County Courthouse
P. O. Box 380
Bloomsburg, PA 17815

Dear Deputies Dent & Breech:

I find no record on the computer system of this office.
(Collections Unit, Office of Attorney General) of any
claim against Wayne F. Hess or Connie L. Hess; or
Howard F. Meade or Deborah L. Meade.

This does not preclude the possibility that such claim
by the Commonwealth could exist elsewhere.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Zerbe".

Thomas C. Zerbe, Jr.
Deputy Attorney General
Collections Unit

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. 61 of 86

WRIT OF EXECUTION

SERVICE ON HOUSEHOLD FINANCE

ON 9/12/86 AT 10:19hrs, 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, HOUSEHOLD FINANCE at 1504 WEST FRONT
STREET BERWICK by HANDING A COPY

TO STEPHANIE MICHAEL, RECEPTIONIST

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

So Answers:

Louise F. [Signature]
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 15th day of Sept., 1986

Helen K. Linn Dip.
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-794-1991

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

NO. 61 of 86

WRIT OF EXECUTION

SERVICE ON KELLY HESS

ON 9/15/86 AT 1952hrs, 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, KELLY HESS at 920 ORANGE STREET
BERWICK, PA. by HANDING TO HER

FATHER WAYNE HESS

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

So Answers:

Conni Breech
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 15th day of Sept., 1986

Helen K. Linn, Dep
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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. 61 of 86

WRIT OF EXECUTION

SERVICE ON WAYNE HESS

ON 9/15/86 AT 1952hrs, 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, WAYNE HESS at 920 ORANGE STREET

BERWICK, PA.

by HANDING TO HIM

PERSONALLY

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

So Answers:

Annis Bess
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 15th day of Sept, 1986

Helen K. Linn Dep
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MON. JAN. 1, 1983

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. 61 of 86

WRIT OF EXECUTION

SERVICE ON CONNIE HESS

ON 9/15/86 AT 1952hrs, 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, CONNIE HESS at 920 ORANGE STREET
BERWICK, PA. by HANDING A COPY

TO WAYNE HESS, HUSBAND

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

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 15th day of Sept., 1986

Heleen K. Linn, Dep
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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

04.72-2-51
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FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PA. R.C.P. RULE 3129

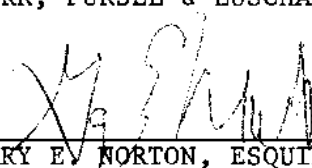
TO: COLUMBIA COUNTY TAX CLAIM BUREAU, Columbia County Court-
house, Bloomsburg, Pennsylvania 17815; you may have an interest in the
Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ
of Execution issued under the above-captioned Judgment, directed to
the Sheriff of Columbia County, there will be exposed to public sale,
by vendue or outcry to the highest and best bidders, for cash, in the
Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of
Columbia and State of Pennsylvania, on ~~Thursday~~, November 6, 1986, at
11:00 A.m., eastern time, in the forenoon of the said day, all your
right, title and interest, if any, in and to ALL that certain piece or
parcel of land situate at 920 Orange Street, Berwick Borough, 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.

DERR, PURSEL & LUSCHAS

BY:


GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 61 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, on *Thursday, November 6*, 1986, at 10 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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths (31 3/4); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths (31 3/4) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to Wayne F. Hess and Connie L. Hess, his wife, by Deed of Martha L. Valore Executrix of the Last Will and Testament of Mary Catherine Ludwig, and Martha L. Valore and Richard H. Valore, her husband, in their own right, dated the 15th day of October, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 300, page 281.

UNDER and subject to the same reservations, conditions, restrictions, covenants, exceptions and easements as are in prior chain of title.


EXHIBIT "A"

PREMISES improved with a two story, single family, frame dwelling more commonly known as 920 Orange Street, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

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 WAYNE F. HESS and CONNIE L. HESS, his wife, and will be sold by:


SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 11, 1986

PRESS-ENTERPRISE, INC.
P.O. BOX 745
BLOOMSBURG, PA. 17815
ATT: SUSAN SHOTWELL

Dear Sir;

Enclosed is a notice of Sheriff Sale to be held. Please run the following notice on October 16, 23 and 30, for the property of Wayne and Connie Hess.

If you have any questions please do not hesitate to contact our office.

Thank You,

Connie Breech
Deputy Sheriff

CSB
Enc.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 11, 1986

CHRIS KLINGER
BORO OF BERVICK
344 MARKET ST.
BERWICK, PA. 18603

Dear Chris;

Enclosed is a copy of a Sheriff Sale our office has listed for sale. If you have any claims against these individuals or property please notify our office as soon as possible.

Thank You,

Connie Breech
Deputy Sheriff

CSB
Enc..

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 11, 1986

KEYSTONE WATER CO.
P.O. BOX 313
MILTON, PA. 17847

Dear Sirs;

Enclosed is a copy of a Sheriff SAle our office has listed for sale. If you have any claims against these individuals or propertyt please notify our office as soon as possible.

Thank You,

Connie Breech
Deputy Sheriff

CSB
Enc.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 11, 1986

THOMAS C. ZERBA, JR.
DEPUTY ATTORNEY GENERAL
COLLECTIONS UNIT
FOURTH AND WALNUT STS.
HARRISBURG, PA. 17120

Dear Sir;

Enclosed is a writ of execution mortgage foreclosure or office has listed for Sheriff's Sale. If you have any claims against these individuals or property please notify our office as soon as possible.

Thank You,

Connie Breech
Deputy Sheriff

CSB
Enc.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

SEPTEMBER 11, 1986

INTERNAL REVENUE SERVICE
SPECIAL PROCEDURE STAFF
ATT: MICHAEL HARKINS
P.O. BOX 12050
PHILA. PA. 19106

Dear Sir;

Enclosed is a copy of a writ of execution-mortgage foreclosure that our office has listed for Sheriff's Sale. If you have any claims against these individuals or property please notify our office as soon as possible.

Thank You,

Connie Breech
Deputy Sheriff

CSB
Enc.

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

AFFIDAVIT PURSUANT TO PA. R.C.P. RULE 3129

FRANKLIN FIRST FEDERAL SAVINGS AN LOAN ASSOCIATION OF WILKES-BARRE, Plaintiff in the above action, sets forth as of the date of the praecipe for the Writ of Execution was filed the following information concerning the real property located at 920 Orange Street, Berwick Borough, Columbia County, Pennsylvania, the same being more particularly described in Exhibit "A", attached.

1. Name and address of Owner(s) or Reputed Owner(s):

<u>Name:</u>	<u>Address:</u>
a) WAYNE F. HESS	920 Orange Street Berwick, PA
b) CONNIE L. HESS	920 Orange Street Berwick, PA

2. Name and address of Defendant(s) in the judgment:

<u>Name:</u>	<u>Address:</u>
a) WAYNE F. HESS	920 Orange Street Berwick, PA
b) CONNIE L. HESS	920 Orange Street Berwick, PA

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>Name:</u>	<u>Address:</u>
NONE	NONE

4. Name and address of the last recorded holder of every mortgage of record:

Name:

Address:

- a) FRANKLIN FIRST FEDERAL
SAVINGS AND LOAN ASSOCIATION
OF WILKES-BARRE

44 West Market Street
Wilkes-Barre, PA 18711

- b) HOUSEHOLD FINANCE CONSUMER
DISCOUNT COMPANY

1504 West Front Street
Berwick, PA 18603

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name:

Address:

NONE

NONE

6. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name:

Address:

- a) KELLY HESS

920 Grange Street
Berwick, PA 18603

- b) COLUMBIA COUNTY TAX
CLAIM BUREAU

Columbia County Courthouse
Bloomsburg, PA 17815

- c) CONNIE C. GINGHER,
BERWICK BOROUGH TAX COLLECTOR

120 Rear East Third Street
Berwick, PA 18603

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE

GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

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 an iron pin at the southeasterly corner of Orange Street (Formerly Orange Avenue) and Orchard Street; THENCE southerly sixty-nine (69) degrees forty-five (45) minutes East along Orange Street a distance of fifty-one (51) feet five (5) inches to an iron pin at the northwesterly corner of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$); THENCE southerly one (1) degree forty-five (45) minutes east along the westerly side of Lot Number thirty-one and three fourths ($31 \frac{3}{4}$) a distance of one hundred eleven (111) feet to an iron pin in line of Lot Number thirty (30); THENCE southerly eighty-eight (88) degrees fifteen (15) minutes west along the northerly side of Lot Number thirty (30) aforesaid, a distance of forty-seven (47) feet six (6) inches to an iron pin on the easterly side of Orchard Street; THENCE northerly one (1) degree forty-five (45) minutes west a distance of one hundred thirty (130) feet five (5) inches to an iron pin; This description is intended to cover and this deed to convey Lot Number twenty-eight (28) in plot of lots of Idella M. Davenport according to a survey made on March 13, 1916, by W. H. Eyer.

BEING the same premises conveyed to Wayne F. Hess and Connie L. Hess, his wife, by Deed of Martha L. Valore Executrix of the Last Will and Testament of Mary Catherine Ludwig, and Martha L. Valore and Richard H. Valore, her husband, in their own right, dated the 15th day of October, 1980 and recorded in the Office of the Recorder of Deeds in and for Columbia County in Deed Book 300, page 281.

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PREMISES improved with a two story, single family, frame dwelling more commonly known as 920 Orange Street, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
PURSUANT TO PA. R.C.P. RULE 3129

TO: COLUMBIA COUNTY TAX CLAIM BUREAU, Columbia County Court-house, Bloomsburg, Pennsylvania 17815; you may have an interest in the Real Estate hereinafter described.

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

.m., eastern time, in the forenoon of the said day, all your right, title and interest, if any, in and to ALL that certain piece or parcel of land situate at 920 Orange Street, Berwick Borough, 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.

DERR, PURSEL & LUSCHAS

BY: 

GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

NOTICE OF SHERIFF'S SALE OF REAL ESTATE
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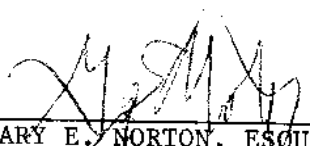
TO: CONNIE C. GINGHER, BERWICK BOROUGH TAX COLLECTOR, 120 Rear East Third Street, Berwick, Pennsylvania 18603; you may have an interest in the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, on , , 1986, at .m., eastern time, in the forenoon of the said day, all your right, title and interest, if any, in and to ALL that certain piece or parcel of land situate at 920 Orange Street, Berwick Borough, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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DERR, PURSEL & LUSCHAS

BY:


GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, 1504 West Front Street, Berwick, Pennsylvania 18603; you may be a Mortgagee of the Real Estate hereinafter described by virtue of a Mortgage recorded in Columbia County Mortgage Book 335 at Page 879.

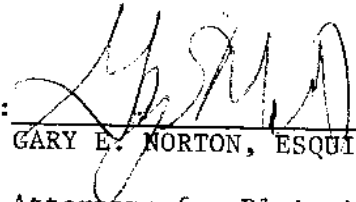
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.m., eastern time, in the forenoon of the said day, all your right, title and interest, if any as a Mortgagee in and to ALL that certain piece or parcel of land situate at 920 Orange Street, Berwick Borough, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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DERR, PURSEL & LUSCHAS

BY:


GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 61 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, on *Thursday, November 6* 1986, at 11 o'clock *A.m.*, in the forenoon of the said day, all the right, title and interest of the defendants in and to:

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SHERIFF OF COLUMBIA COUNTY

John R. Adler

ROSENN, JENKINS & GREENWALD
Attorneys

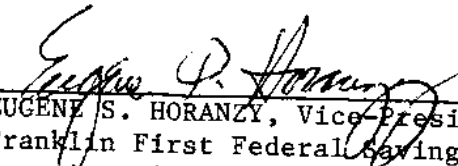
FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

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 WAYNE F. HESS and CONNIE L. HESS, his wife, 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 is 920 Orange Street, Berwick, Columbia County, Pennsyl-

vania; 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 15th day
of August, 1986.


NOTARY PUBLIC

NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY PA,
MY COMMISSION EXPIRES JANUARY 23, 1989

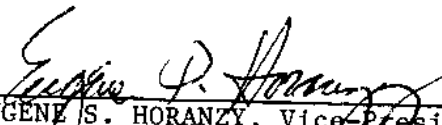
FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
WAYNE F. HESS and CONNIE L. HESS,	:	IN MORTGAGE FORECLOSURE
his wife,	:	
DEFENDANTS	:	NO. 702 OF 1986

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

SWORN to and subscribed
before me this 15th day
of August, 1986.


NOTARY PUBLIC

NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES JANUARY 23, 1989

