

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the EIGHTEENTH day of DECEMBER 19⁸⁶, at 10:30 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ATLANTIC FINANCIAL FEDERAL for the price or sum of ONE THOUSAND FIFTY TWO DOLLARS AND SEVENTY TWO CENTS (\$1,052.72) TAXES AND COSTS PLUS THREE HUNDRED TWENTY DOLLARS (\$320.00) POUNDAGE Dollars ATLANTIC FINANCIAL FEDERAL being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs SEE ATTACHED

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

DATE FILED 12/22/86

SHERIFF'S SALE
DISTRIBUTION SHEET

ATLANTIC FINANCIAL FEDERAL VS. HOWARD A. & LORAIN L. BEACH

NO. 950 of 1986 JO
NO. 75 of 1986 ED

DATE OF SALE: DECEMBER 18, 1986

Bid Price	\$ 16,000.00	
Poundage	<u>320.00</u>	
Transfer Taxes	<u>-----</u>	
Total Needed to Purchase		\$ 1,372.72
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>872.72</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ 121.50	
Poundage	<u>320.00</u>	\$ 441.50 ✓
Press-Enterprise		<u>193.16</u> 1140
Henry Printing		<u>37.25</u> 1141
Solicitor		<u>(30.00)</u>
Columbia County Prothonotary		<u>5.00</u> 1142
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u> 1143
Realty transfer taxes		<u>---</u>
State stamps		<u>---</u>
Tax Collector (CONNIE GINGHER, BERWICK BORO)		<u>237.06</u> 1144
Columbia County Tax Assessment Office		<u>---</u>
State Treasurer		<u>4.00</u> 1145
Other: BERWICK BORO SEWER		<u>406.25</u> 1146
TOTAL EXPENSES		<u>\$1,372.72</u>

Total Needed to Purchase	\$1,372.72
Less Expenses	
Net to First Lien Holder	\$
Plus Deposit	
Total to First Lien Holder	\$

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

Susquehanna Savings & Loan Assoc.
a/k/a Atlantic Financial Federal

VS Howard A. Beach & Loraine L. Beach

NO. 75 of 1986

E.D.

NO. 950 of 1986

J.D.

DATE OF SALE: December 18, 1986

BID PRICE (INCLUDES COSTS)

\$ 16,000.00

POUNDAGE 2% BID PRICE

\$ 320.00

TRANSFER TAX 2% BID PRICE

\$ —

MISC. COSTS

\$ —

TOTAL NEEDED TO PURCHASE

1st Lien bid \$ 16,320.00

1,052.72

320.00

\$ 1372.72

PURCHASER(S) : Atlantic Financial Federal

ADDRESS :

31 East Market St

NAME(S) ON DEED:

Atlantic Financial Federal

PURCHASER(S) SIGNATURE(S) :

Michael J. Gregory, Jr.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 1372.72

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$ —

AMOUNT DUE IN

EIGHT DAYS \$ 872.72

SHERIFF'S SALE - COST SHEET

Susquehanna Savings & Loan Assoc.
a/k/a Atlantic Financial Federal

VS. Howard A. Beach & Lorraine L. Beach

NO. 75 of 1986 E.D.

DATE OF SALE: December 18, 1986

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>
Service	<u>18.00</u>
Mailing	<u>21.00</u>
Advertising, Sale Bills & Newspapers	<u>9.00</u>
Posting Handbills	<u>9.00</u>
Mileage	<u>18.50</u>
Crying/Adjourn of Sale	<u>7.00</u>
Sheriff's Deed	<u>10.00</u>
Distribution	<u>9.00</u>
Other <u>COPYWORK</u>	<u>6.00</u>

TOTAL \$ 121.50

Press-Enterprise, Inc.	\$ <u>193.16</u>
Henrie Printing	<u>37.25</u>
Solicitor's Services	<u>30.00</u>

TOTAL \$ 260.41

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

TOTAL \$ 5.00

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

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19	\$
School Taxes, District <u>BERWICK</u> , 19 <u>86</u>	<u>237.06</u>
Delinquent Taxes, 19, 19, 19 (Total Amts.)	

TOTAL \$ 237.06

MUNICIPAL RENTS:

Sewer - Municipality <u>BERWICK</u> , 19 <u>86</u>	\$ <u>406.25</u>
Water - Municipality, 19	

TOTAL \$ 406.25

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS:

\$

TOTAL

\$

TOTAL COSTS

\$ 1,052.72

SHERIFF'S SALE - COST SHEET

a/k/a Atlantic Financial Federal
Surquhanna Savings & Loan Assoc. vs. Howard A. Beach & Lorraine L. Beach

NO. 75 E.D. of 1986

DATE OF SALE: 12/18/86

SHERIFF'S COST OF SALE:

Docket & Levy Service
 Mailing
 Advertising, Sale Bills & Newspapers
 Posting Handbills
 Mileage
 Crying/Adjourn of Sale
 Sheriff's Deed
 Distribution
 Other Copywork

\$ 14.00
18.00
21.00
9.00
9.00
18.50
7.00
10.00
9.00
6.00

TOTAL \$ 121.50

Press-Enterprise, Inc.
 Henrie Printing
 Solicitor's Services

\$ 193.16
37.25
30.00

TOTAL \$ 260.41

PROTHONOTARY: Liens List
 Deed Notarization
 Other

\$ 5.00

TOTAL \$ 5.00

RECORDER OF DEEDS: Copywork
 Deed
 Other Search

\$ 13.50
5.00

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1986
 School Taxes, District Berwick, 1986
 Delinquent Taxes, 19__, 19__, 19__ (Total Amts.)

\$ 237.06

TOTAL \$ 237.06

MUNICIPAL RENTS:

Sewer - Municipality Berwick, 1986
 Water - Municipality Berwick, 1986

\$ 406.25

TOTAL \$ 406.25

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS:

\$

TOTAL

TOTAL COSTS

\$ 1052.72

This Deed,

Made the 2nd day of June in the year of our Lord one thousand nine hundred and seventy.

Between—FLORENCE M. RUPERT, widow, of the Borough of Berwick, Columbia County, Pennsylvania, GRANTOR

AND

DELMAR O. WOLFINGER and PAUL W. SHAFFER, trading and doing business as WOLFINGER & SHAFFER, of the Borough of Berwick, Columbia County, Pennsylvania, GRANTEES.

Witnesseth, that in consideration of One Thousand, Two Hundred Fifty and 00/100 (\$1,250.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantor does hereby grant and convey to the said Grantees, their Heirs and Assigns,

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, to-wit:

BEGINNING at a point 94 feet east of the easterly side of Vine Street; and on the division line between Lots Nos. 18 and 19; thence continuing along the division line between Lots Nos. 18 and 19 in an easterly direction and parallel with Sixth Street, a distance of Sixty-six (66) feet to an alley; thence along said alley in a northerly direction and on a line parallel with Vine Street, a distance of forty-nine (49) feet to a point; thence in a westerly direction on a line parallel with the first course herein, a distance of sixty-six (66) feet to a point in line of other land of Florence M. Rupert; thence along other land of Florence M. Rupert and on a line parallel with Vine Street in a southerly direction, a distance of forty-nine (49) feet to the place of beginning.

Being the easterly sixty-six (66) feet of Lot No. 19 of the Jackson and Crispin Addition to the Borough of Berwick.

BEING part of that parcel of land conveyed to Florence M. Rupert and Eber E. Rupert, her husband, by deed of Florence M. Freas Rupert and Eber E. Rupert, her husband, dated August 24, 1950, and recorded August 24, 1950, in Deed Book Volume 149, Page 22. Eber E. Rupert having died, title vested in Florence M. Rupert by virtue of the law of survivorship relative to tenants by the entireties.

Exception

323.4
sq ft



THE BERWICK AREA SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX

Amount 12.65 Paid 9-21-70
By [Signature]

Connie, the school has not been paid as of 10/24/86

Connie's Budget for 1987

TAX NOTICE

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

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

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE. PROMPT PAYMENT IS REQUESTED.

M BEACH, LAWRENCE L
L 614 VINE ST
L BERWICK, PA 18603
T

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

TAX NOTICE

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MAKE CHECKS PAYABLE TO:

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PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE. PROMPT PAYMENT IS REQUESTED.

M BEACH, HOWARD A & LORRAINE L
L 614 VINE ST
L BERWICK, PA 18603
T

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

FOR BERWICK AREA SCHOOL DISTRICT					DATE		BILL	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENL.	DATE	REMARKS
SCHOOL R.E.	2110107.00		221.25		221.25			
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE					221.25			
PAY THIS AMOUNT					221.25			
PENALTY AT PROPERTY DESCRIPTION								
SCHOOL 5%	15052							
ACCT NO.	04.2-4-226-A							
PARCEL	P L 19							
L-49X94								
BUILDINGS								
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT								
TOTAL					2,110			

FOR COLUMBIA COUNTY					DATE		BILL	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENL.	DATE	REMARKS
COUNTY R.E.	2110	22.00	46.42		46.42			
TWP/BORO R.E.	50.00		62.03		62.03			
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE					108.45			
PAY THIS AMOUNT					108.45			
PENALTY AT PROPERTY DESCRIPTION								
SCHOOL 5%	15052							
ACCT NO.	04.2-4-226-A							
PARCEL	P L 19							
L-49X94								
BUILDINGS								
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT								
TOTAL					2,110			

PENALTY AT PROPERTY DESCRIPTION					DATE		BILL	
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENL.	DATE	REMARKS
COUNTY 10% TWP/BORO 5%	15052							
ACCT NO.	04.2-4-226A							
PARCEL	P L 19							
L-49X94								
BUILDINGS								
THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT								
TOTAL					2,110			

2

7150186

SS:

SHERIFF'S SALE
By virtue of a Writ of Execution No. 7 of 1986 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Dec 18, 1986
at 10:30 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 on the east-
erly side of Vine Street
at the northwesterly
corner of Lot NO. 18;
thence easterly along
same parallel with Sixth
Street, a distance of 160
feet; thence southerly

Party Bird 25 Wednesday victory over the New York losses to Atlanta and hurt winning streak to 47 by St. Patrick's swing. Since November 1983, led me in the third period, for Robert Parish dominated in the fourth quarter. Then, Beach, h/w dated March 17, 1982.

Stephen B.

Not

My Commis

REFERENCES

References

NY COMMISSION EXPIRES JULY 5, 1980

Barlow, Pennsylvania Association of Notaries

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

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

Howard A. Beach and Loraine L. Beach

and find as follows:

See photostatic copies attached.

OFFICE OF RECORDER
COUNTY OF COLUMBIA
Dec 16 8 55 PM '86
CLERK
CHIEF DEPUTY

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 16th day of December
A.D., 19 86

Beverly J. Michael RECORDER

Mortgage

This Indenture, made this 30th day of March

March

In the year

Between **HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN,** widow, of the Borough of Berwick, County of Columbia and State of Pennsylvania (hereinafter whether singular or plural, with heirs, executors, administrators and assigns, called the Mortgagor) of the one part, and

Susquehanna Savings and Loan Association of Wilkes-Barre,

a corporation existing under the laws of the Commonwealth of Pennsylvania (hereinafter with its successors and assigns, called the Mortgagee), of the other part.

Whereas, the Mortgagor in and by a certain Obligation or Bond, duly executed under the hand and seal of said Mortgagor, bearing even date herewith, stands bound unto the said Mortgagee in the sum of **Fifty Thousand**

----- (\$50,000.00 Dollars, lawful money of the United States of America, conditioned for the payment to the above Mortgagee, at its office in Wilkes-Barre, Pa., or at such other place as the Mortgagee or the holder of said Obligation or Bond may from time to time designate, of the just sum of

Twenty-Five Thousand ----- (\$25,000.00 Dollars, lawful money as aforesaid, and all additional moneys advanced by the Mortgagee, together with interest thereon from the date hereof, at the rate of **Nine** (9 %) per centum per annum on the unpaid balance thereof, Payment in monthly installments of not less than **\$209.80** Dollars, **Two Hundred Nine Dollars and 80/100**

applicable first to interest, and the balance to principal, the first installment to be paid on the day of the next succeeding month from the date hereof, and thereafter until the principal indebtedness, including all additional advances, interest and other charges herein covenanted or agreed are fully paid, or until the balance remaining due thereon is less than a full monthly installment as aforesaid, in which event the last installment shall be such amount as shall be necessary to fully discharge such debt. Said interest for each month shall be one-twelfth of the annual interest calculated at the prescribed rate as of the first day of each and every month, and if not paid on or before the last day of the month shall be added to and become a part of the principal indebtedness. In the event that any payment provided for in the Bond secured hereby shall become overdue for a period in excess of fifteen (15) days, the Mortgagor agrees to pay a "late charge" in an amount not exceeding four (4c) for each dollar so over-due. The Mortgagee shall have the right to anticipate any and all payments upon principal and interest at any time, provided, however, that the Mortgagee is hereby given the option to demand and receive, in addition to accrued interest, six months interest on the amount of any prepayment which, together with other such prepayments made during the preceding 12 months, would exceed 20% of the original principal debt.

AND conditioned also upon the payment by the Mortgagor unto the Mortgagee, in addition to and concurrently with said aforementioned monthly installments applicable as aforesaid to interest and principal, of a further sum equal to one-twelfth of the then estimated current annual taxes, water rent, and any other annual charges, assessments or levies, if any, now assessed, or which from time to time may be assessed by any municipal, Governmental or other public authority against the premises described in this Mortgage; one-twelfth of any annual tax, now or hereafter levied by any duly constituted public authority upon Mortgages on account of or measured by the amount of said Obligation, or this Mortgage, or Mortgagee's revenue thereon, and one-twelfth of the annual cost of such insurance against fire and other hazards upon, against, or to the said mortgaged premises as to Mortgagee shall seem necessary, all insurance to be procured through insurance companies approved by Mortgagee; including all premiums, if any, on policies of indemnity and life insurance covering mortgage payment protection. Provided, however, if said total monthly installments required to be made under this paragraph (hereinafter called Concurrent Installments) are not sufficient to pay the taxes, assessments, charges, levies, premiums, etc. as they become due and payable, then the Mortgagor shall pay to the Mortgagee an amount sufficient to make up the deficiency on or before the date when same shall become due and payable. Said Concurrent Installments to be held by the Mortgagee for the payment of said taxes, assessments, charges, levies, water rent and insurance premiums.

It is expressly understood and agreed, anything herein provided to the contrary notwithstanding, that the aforesaid Obligation or Bond and this Mortgage securing the same, shall include and cover, as well, any future advancements that may be made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that at no time may the balance due by the Mortgagor to the Mortgagee hereunder, whether the same represents in whole or in part the initial advance or any future advance or advances, exceed the sum of **\$25,000.00** and provide further that nothing herein contained shall be construed as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in this Mortgage.

And Also Conditioned upon the payment by Mortgagor on or before the first day of December of each year of all taxes, annual levies, assessments or charges and water rents assessed against the aforesaid mortgaged premises for the current year, and also the production to the Mortgagee on or before said date of proper receipts therefor, unless the same prior thereto shall have been paid by Mortgagee; and the payment by the Mortgagor of all other claims or charges assessed or levied at any time by any lawful authority upon the hereby mortgaged premises, which by any present or future law shall have a lien thereon, within six months after such charge or claim shall have been assessed or levied against the same, and the production of proper receipts therefor within said six months period; and from time to time and at all times, until payment of said principal indebtedness (including additional advances and all other payments herein agreed to be made by the Mortgagor) for the keeping of the building or buildings, now or hereafter located on said premises, insured for the benefit of the Mortgagee against loss by fire and other hazards, which Mortgagee at its discretion may require, in a company or companies satisfactory to said Mortgagee, and also for keeping and maintaining said building or buildings in such good order, condition and repair as may be required from time to time by the Mortgagee, and also for the maintaining of the building or buildings now or hereafter erected upon the mortgaged premises unaltered and unchanged in any way, reasonable wear and tear excepted, without the prior written consent of Mortgagee; and also that no execution process be issued against the mortgaged premises, and also that title to the mortgaged premises remain in the Mortgagor, or survivor of them, unless transferred with the prior written consent of the Mortgagee.

And Further Conditioned that in the event the Obligation, for which this Mortgage is security, was created to finance new construction, the Mortgagor agrees to proceed continuously and with due diligence to erect and complete the proposed dwelling on the hereinafter described property, and to have said dwelling ready for occupancy within a period of six months from date hereof, and in the event that the Mortgagor shall default in the agreement to proceed continuously (strikes, walkouts and Acts of God excepted) and with due diligence to erect and complete the proposed dwelling within the time agreed, and such default shall continue for a period of ten days, the Mortgagee at its option may enter upon the property and complete the erection of the building, with full authority to enter into such contracts and to make such payments as may be necessary for that purpose. All payments so made by the Mortgagee shall be treated as advances of principal of the debt secured by this Mortgage and the Obligation accompanying the same. Furthermore, such default by the Mortgagor in the construction of the proposed dwelling on the hereinafter described property shall be deemed a default in the terms of this Mortgage and the Obligation accompanying this Mortgage, and the Mortgagee upon continuance of said default for a period of thirty days may proceed to foreclose upon this Mortgage or upon the Obligation or Bond hereby secured, and agree to pay an appraisal fee of \$20.00 each three (3) years.

Provide, However, and it is expressly agreed that if at any time default shall be made by the Mortgagor in the payment of any monthly installment of interest and principal as aforesaid, or of any Concurrent Installment herein provided to be paid concurrently therewith, for the space of two months after any payment thereof, or any of them, shall fall due, or in the production to the Mortgagee on or before the first day of December of each and every year of receipts for all taxes, annual levies, assessments or charges and water rents assessed against the mortgaged premises for the current year, unless prior thereto the same shall have been paid by the Mortgagee, and of receipts for all other claims and charges within the time as herein provided, or in the maintenance of the required insurance, or in the maintenance of the buildings in good and sufficient repair as aforesaid, or in the event the building or buildings shall be altered or changed, or title to the hereby mortgaged premises is transferred to any one other than the survivor of the Mortgagor, without the prior written consent of the Mortgagee, or if any execution process shall be issued against the premises mortgaged hereby as aforesaid, or in case of new construction, default is made in the erection of the building, or in case default be made at any time in the performance or discharge of any of the other conditions, covenants or agreements above or hereinafter recited, and such default in any of these respects exists for a period thirty days, then and in such case the whole principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or as much thereof as shall then remain unpaid, with interest thereon, shall, at the option of the Mortgagee,

See Release of 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

become due and payable immediately, and payment of said principal indebtedness, including all additional advances and all other payments herein agreed to be made by the Mortgagor, or so much thereof as shall remain unpaid, and interest thereon, may be enforced and recovered at once, anything contained herein to the contrary notwithstanding, but any failure by the Mortgagor to exercise said option at any particular time shall not constitute a waiver of the right to exercise the same at any other time.

It is understood and agreed that upon failure of the Mortgagor to maintain said required insurance, or to effect such repair as may be required by the Mortgagee, or to pay the taxes, levies, assessments, water rents, and all other claims or charges as aforesaid, the Mortgagee may insure the building or buildings, effect the repairs, or pay the taxes, levies, assessments, water rents, and all other claims or charges aforesaid, the sums so paid by the Mortgagee shall be added to and become part of the principal indebtedness to be paid by the Mortgagor, shall bear interest at the rate first above stipulated herein from the date of payment, and shall be secured by this Mortgage the same as the principal indebtedness and interest thereon, and no such payment shall be construed as a waiver of the right of the Mortgagee to enter judgment on said Obligation or to foreclose on this Mortgage because of such default. It is also expressly agreed that if any sum or sums of money shall become payable under the aforesaid policies of insurance, or any other policy or policies of insurance insuring the mortgaged premises, the Mortgagee shall have the option to receive and apply the same on account of the Obligation of the Mortgagor upon the Installments last payable thereon or otherwise as Mortgagee may determine, or to permit the Mortgagor to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for some other purpose, without thereby waiving or impairing the Obligation of the Mortgagor, or the lien of this Mortgage securing same. The Mortgagor hereby expressly assigns and transfers to the Mortgagee all sums of money hereafter payable under any and all policies of insurance insuring the premises mortgaged hereby and does hereby constitute and appoint the Mortgagee the true and lawful attorney of the Mortgagor for the collection of the same, hereby giving said attorney unqualified authority to execute proper receipts, releases and acquittances therefor, for and on behalf of the Mortgagor.

It is also agreed that should Mortgagee deem it necessary, and upon demand by the Mortgagee the Mortgagor does not forthwith do so, Mortgagee may advance, pay or expend any sum or sums necessary to rectify, correct, quiet or perfect the title of the Mortgagor with respect to the mortgaged premises, in which event such sum or sums shall be added to and become part of the principal indebtedness secured hereby, shall bear interest at the rate first above stipulated herein from the date of payment and shall be secured by this Mortgage the same as said principal debt and interest thereon.

And Provided Further, however, and it is expressly agreed that if at any time hereafter by reason of any default hereunder empowering the Mortgagee to declare the whole principal indebtedness immediately due and payable, a writ of Execution is issued upon the judgment authorized to be entered upon said Obligation, or an action of mortgage foreclosure is commenced upon this Mortgage, there shall be payable and recovered all unpaid balances of principal indebtedness, which shall include all additional advancements, all moneys expended by the Mortgagee in payment of taxes, levies, assessments, water rents, and all other claims or charges whatsoever as herein provided, all moneys paid in completing construction of any building or buildings, and in effecting insurance and repairs, or in rectifying, correcting, quieting or perfecting the title of the Mortgagor with respect to the mortgaged premises, with interest on said principal indebtedness at the rate hereinabove set forth, together with all costs of suit and an attorney's commission of ten per cent for collection of said unpaid principal indebtedness; and the Mortgagor hereby waives and relinquishes the right of inquisition on any real estate that may be levied upon under any judgment obtained by virtue thereof and voluntarily condemns the same, and authorizes the entry of such condemnation upon said writ of Execution, and agrees that the within described real estate, or any other real estate now or hereafter owned by said Mortgagor in any order agreeable only to the Mortgagee, may be sold under the same; and likewise waives and relinquishes all benefit of any and every law now or hereafter in force to exempt from levy and sale on execution the said mortgaged premises or any other property and the costs of such action and execution and attorney's commission; and likewise waives and relinquishes all rights and benefits of any and all laws now in effect or hereafter in effect exempting from civil process or granting any stay of execution to persons in military or naval service of this State or of the United States except as the same may be prohibited by statute; and likewise waives and relinquishes all benefits and exemptions under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Obligation for which this Indenture of Mortgage is security, or to reduce the amount of said Obligation to any greater extent than the amount actually received from the sale of the premises hereby mortgaged, in any judicial proceeding upon the said Obligation or upon this Indenture.

Now Therefore, the said Mortgagor, in consideration of One Dollar to the Mortgagor paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for securing payment and performance of said recited Obligation as aforesaid, does hereby grant, bargain, sell and convey unto the Mortgagee, his successor and assigns,

ALL those certain pieces or parcels of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF:

BEGINNING on the easterly side of Vine Street at the northwesterly corner of Lot No. 18; thence easterly along same parallel with Sixth Street, a distance of 160 feet to an alley; thence northerly along the same parallel with Vine Street a distance of 49 feet to an alley, parallel with Sixth Street; thence westerly along the same, a distance of 160 feet to Vine Street and thence southerly along the same, a distance of 49 feet to the place of beginning. CONTAINING 7840 square feet of land, and being numbered and designated as Lot No. 19 of the Jackson and Crispin Addition to the Borough of Berwick, upon which is erected a dwelling and other improvements.

BEING the same premises conveyed to Howard A. Beach and Loraine L. Beach, his wife, two of the Mortgagors herein, by deed of Foster D. Freas and Harry E. Thomas, Executors of the Estate of Florence M. Rupert, deceased dated _____, 1975, to be recorded prior hereto.

IMPROVED with a two story single frame dwelling and known as 614 Vine Street, Berwick, Columbia County, Pennsylvania.

This is a purchase money mortgage.

THE SECOND THEREOF:

BEGINNING at the corner of Lot Number Twenty-six (26) on Susquehanna Avenue, formerly called River Street; thence along Susquehanna Avenue in an

easterly direction, a distance of fifty-five and seventy-seven hundredths (55.77) feet to corner of Lot Number Twenty-four (24); thence along same, in a northerly direction a distance of One Hundred Fifty-seven (157) feet to line of land now or late of the estate of John I. Jones; thence along same, in a westerly direction a distance of Fifty (50) feet to line of Lot Number Twenty-six (26); thence along same, in a southerly direction, a distance of One Hundred Eighty-two and Nineteen hundredths (182.19) feet to the place of beginning. This description is intended to cover part of Lot Number Twenty-five as marked on plot of Freas Fowler's Addition.

BEING the same premises conveyed to Robert J. Learn and Ellen M. Learn, his wife, by deed of Robert M. Davis and Geraldine E. Davis, his wife, dated June 9, 1962, recorded in Columbia County in Deed Book 213 at page 241. Robert J. Learn is now deceased and title vested in his widow, Ellen M. Learn.

IMPROVED with a two story single frame dwelling and known as 611 Susquehanna Avenue, Berwick, Columbia County, Pennsylvania.

NOTWITHSTANDING anything herein to the contrary, if the proceeds of this mortgage loan are to be used for the construction of a new dwelling, then it is understood that this mortgage shall be known as a "construction loan" and interest shall be paid as the mortgagee disburses the proceeds of this loan, provided, however, that the regular contractual monthly payments provided for herein shall commence upon completion of the dwelling or six months from date hereof, whichever occurs first. The final determination as to the completion of the dwelling shall be made solely by the mortgagee herein. It is understood and agreed by the parties hereto that if this is a "construction loan", then the consideration for the within mortgage is the present and future advancement of funds to the mortgagee by the mortgagee, to provide for the financing of the construction of a dwelling, and for the permanent financing of said dwelling over the period of the terms hereof, on the premises herein described and owned by the mortgagee herein; and it is understood and agreed by the parties hereto that this within mortgage shall have the full force, effect and benefit of a mortgage to secure present and future advances.

Together with all and singular the buildings, streets, alleys, passages, ways, water, water courses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and also together with all stoves, ranges, heating, plumbing, cooking and lighting fixtures or equipment, and all burners, tanks, stokers and controls, and all screens, awnings, and shades, now or hereafter attached to or installed or used in connection with the real estate hereinabove described.

The Mortgagee hereby assigns, transfers and sets over unto the Mortgagee any and all rents now or hereafter issuing out of the premises herein described, and authorizes said Mortgagee at any time there is any default in the payment of the Obligation secured hereby, or in the performance of any obligation, covenant, agreement or condition contained herein, or in the Obligation secured hereby, by force or otherwise, without any liability for so doing, to enter into, take possession of and rent said premises, and after deducting all costs of collection, operation and administration, to apply the balance of the rents received on account of the Obligation of the Mortgagee. And the Mortgagee herein do hereby transfer and pledge to the Mortgagee herein, their one (1) Direct Reduction Loan Share in said Mortgage Association, and agree to pay an appraisal fee of \$20.00 each three (3) years.

To Have and To Hold the said piece of ground, with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Mortgagee, to and for the only proper use and behoof of the said Mortgagee, its successors and assigns.

It is hereby agreed that in the event the premises mortgaged hereby, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Mortgagee shall have the right to demand that all damages awarded for the taking or for damage to the said premises shall be paid to the Mortgagee up to the amount then unpaid on this Mortgage, and Mortgagee may apply any sum or sums so received by reason thereof upon the installments last payable on the Obligation secured by this Mortgage.

It is hereby further agreed that the Mortgagee shall have the right to enter in and upon the premises mortgaged hereby at any reasonable hour for the purpose of inspecting the order, condition and repair of the building or buildings erected thereon.

Provided Always Nevertheless, that if the Mortgagee shall pay and perform according to all the covenants, agreements and conditions hereof, as well as all the covenants, agreements and conditions of the Obligation secured by this Mortgage, everything to be paid and performed as aforesaid, then and from thenceforth, as well this Mortgage and the estate hereby granted and the said incited Obligation, shall cease, determine and become void. And Provided, Also that it shall and may be lawful for the said Mortgagee whenever and as soon as the principal indebtedness hereby secured shall become due and payable at the option of said Mortgagee, and without prejudice to any other remedy, to commence forthwith an action of mortgage foreclosure and to proceed thereon to judgment and execution for the recovery of the whole of said principal indebtedness due and payable hereunder as above set forth, or so much thereof as shall then remain unpaid, with interest thereon at the rate provided herein, together with all costs of suit and an attorney's commission for collection of ten per centum of said unpaid principal indebtedness; It being agreed all procedural errors, stay of or exemptions from execution, inhibition, condemnation and extension of time of payment, given by any existing or any subsequent laws, are hereby waived and released.

It is agreed that all the covenants and agreements undertaken on the part of the Mortgagee, as well as all conditions unto said Mortgagee relating, shall be binding upon the Mortgagee and the heirs and assigns of said Mortgagee, and shall ensure to the benefit of said Mortgagee, its successors and assigns.

It is further expressly understood and agreed that the remedies of this Mortgage and the said Obligation secured hereby providing for the enforcement of the payment of the principal indebtedness hereby secured, together with interest thereon, and the performance of the covenants, conditions and agreements, matters and things herein contained, or by this Mortgage or said Obligation referred to, are cumulative and concurrent and may be pursued single, successively, or together, at the sole discretion of the Mortgagee, and may be exercised from time to time and as frequently as may be desirable without exhausting, limiting or restricting the power and authority thereof for subsequent or successive use or exercise.

In Witness Whereof, the said Mortgagors, to these present, have hereunto set their hands and seals, the day and year first above written,

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

[Signature]

Howard A. Beach (SEAL)
Howard A. Beach (SEAL)
Lorraine L. Beach (SEAL)
Lorraine L. Beach (SEAL)
Ellen M. Learn (SEAL)
Ellen M. Learn (SEAL)

COMMONWEALTH OF PENNSYLVANIA, ss:
COUNTY OF BUTLER - *Columbia*

On the *20th* day of *March* A.D. 1975, before me, a Notary Public, personally appeared the within named HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN, widow, and in due form of law acknowledged the above Indenture of Mortgage to be their act and deed.

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

No. <i>228</i>	Mortgage	HOWARD A. BEACH and LORAIN L. BEACH, his wife, and ELLEN M. LEARN, widow,	TO <i>Susquehanna Savings and Loan Association</i> OF WILKES-BARRE	DATE: March <i>20</i> , 1975 PREMISES: (1) 614 Vine Street, Berwick, Pennsylvania (2) 611 Susquehanna Ave., Berwick, Pa. REAL ESTATE: \$25,000.00 MONTHLY PAYMENT: 209.80 Record and Return to	<i>Joseph Serling</i> Attorney for Association 960 United Penn Bank Bldg. Wilkes-Barre, Pennsylvania	<i>Mar 21 9 19 AM '75</i> TAX. SO. FEE \$2.00 RECORDED COLUMBIA CO., PA. <i>N. Piazza</i>
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I Hereby Certify, that the precise residence of the Susquehanna Savings and Loan Association of Wilkes-Barre is 31 West Market Street, Wilkes-Barre, Pa.

N. Piazza
Columbia Attorney for Mortgage

Recorded in the Office for Recording of Deeds in and for the County of *Butler*, Commonwealth of Pennsylvania in Mortgage Book No. 173 Page 921 &c.

Witness my hand and Seal of Office this *27th* day of *March* 1975
9:19 a.m.

Lucille B. Whitmore

REAL ESTATE MORTGAGE

MORTGAGEE: Thorp Consumer Discount Company

MORTGAGOR(S):		ACCOUNT NUMBER	
33400-3			
LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
BEACH	HOWARD	A.	LORRATNE
ADDRESS			
614 Vine Street		Berwick	PA 18603

301 Market Street
Address
BERWICK, PENNSYLVANIA

WITNESSETH, that Mortgagor(s), does mortgage, grant, sell, and convey, unto Mortgagee, its successors or assigns the following described Real Estate in the county of COLUMBIA, Commonwealth of Pennsylvania, to wit:

REAL ESTATE LOCATED AT:

614 Vine Street
Berwick, PA 18603

Together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, and all alleys, passages, waters, rights, liberties and privileges, whatsoever thereunto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the premises, unto the Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under any Homestead Exemption Laws of the Commonwealth of Pennsylvania which may be enacted, which said rights and benefits the Mortgagor does hereby expressly release and waive.

And the Mortgagor hereby covenants that the Mortgagor is indefeasibly seized of a good title to the real estate in fee simple, free and clear of all encumbrances, except as follows:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, and the proceeds of any or all of the mortgaged property which may be taken by eminent domain, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default, authorizing Mortgagee to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, (Total of Payments), as provided in accordance with the terms and provisions of a Promissory Note (hereinafter referred to as "Note") dated OCTOBER 16, 1981, executed by Mortgagor and payable to the order of Mortgagee, in the sum (Total of Payments) of \$ 6552.00, and having the date of its final payment due on OCTOBER 23, 1984.

or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee at its option to Mortgagor; (4) The payment of any money that may be advanced by the Mortgagee at its option to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Note, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation(s) secured by this Mortgage shall be applied in the following order:

FIRST: To reimburse Mortgagee for the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor which Mortgagee at its option pays to protect the security or to perform Mortgagor's covenants.

SECOND: To the payment of Mortgagee's expenses, if any, in enforcing the Note or this Mortgage, including reasonable attorney fees and costs.

THIRD: To the payment of the Total of Payments.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements or in such other amounts as Mortgagee may require for the protection of Mortgagee, in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds less expense of collection shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and such insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor. (2) To pay before they become delinquent all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or against this Mortgage or the Note or Notes secured hereby, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the validity thereof, and (b) pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee, to enter at all reasonable times for the purpose of inspecting the premises; not to remove or demolish any building thereon; to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full thereof may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That he does hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever, except prior lienholders, if any, listed above.

IT IS MUTUALLY AGREED THAT: (1) Time is of the essence. If the said Mortgagor shall fail or neglect to pay any installments on said Note as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Note or Notes secured hereby shall immediately become due and payable without notice at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale.

(2) In the event said premises are sold at a foreclosure sale, Mortgagor(s) shall be liable for any deficiency remaining after sale of the premises and application of the proceeds of said sale to the indebtedness secured and to the expenses of foreclosure, including Mortgagee's reasonable attorney's fees and costs.

(3) Whenever, by the terms of this instrument or of said Note, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(4) By accepting payment of any sum secured hereby after its due date, Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(5) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(6) Should said property or any part thereof be taken by reason of condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, other payments therefor and apply the same on said indebtedness.

(7) In the event of foreclosure of this Mortgage, Mortgagor agrees to surrender possession of the premises to the Purchaser at foreclosure sale immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor.

IN WITNESS WHEREOF, this Mortgage has been duly executed this 16th day of OCTOBER, 19 81.

Signed, sealed and delivered in the presence of:

Kevin Riedy
Witness

KEVIN RIEDY

Robert Taylor
Witness

ROBERT TAYLOR

COMMONWEALTH OF PENNSYLVANIA,
COUNTY OF

COLUMBIA

On this 16th day of OCTOBER

19 81, before me, a Notary Public,

personally appeared HOWARD A. BEACH

and LORRAINE BEACH

his wife

known to me to be

the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



Martha Hummel Bernatovich, Notary Public
BRIAR CREEK BORO, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 30, 1985
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA 9:40 a.m.

Howard A. Beach (SEAL)
HOWARD A. BEACH

Lorraine Beach (SEAL)
LORRAINE BEACH

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA,

COUNTY OF

COLUMBIA

CERTIFICATE OF RESIDENCE

I, David K. Kelly
of Thorp Consumer Discount Company, the Mortgagee, hereby
certify that the precise residency of Mortgagee is

301 Market St.
Berwick, Pa 18603

Witness my hand this 16th day of OCTOBER, 19 81.

Agent of Mortgagee

Recorded on this 20th day of October, A.D. 19 81, in the Recorder's Office of the said County,

In Mortgage Book, Vol. 207, page 55.

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

Beverly J. Michael
Acting Recorder

This instrument was drafted by THORP CONSUMER DISCOUNT CO.

Business Address: 301 Market Street, Berwick, PA 18603

*Name and address of each mortgagor and witness is required.

*Names of each mortgagor and witness and of notary must be typewritten immediately beneath the signature of such person.

RECORDED
COLUMBIA CO., PA.
OCT 20 9 40 AM '81
TAX - \$20.00
FEE - \$1.50

Recorded

Number

Mortgage

197

Vol

Page

From

HOWARD A. BEACH

and

LORRAINE BEACH

614 Vine St.

Berwick, PA 18603

To

THORP CONSUMER
DISCOUNT COMPANY

301 Market Street

Address

Berwick, PA 18603

Fees: \$

BOOK 207 PAGE 56

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

DECEMBER 11, 1986

ON THIS DATE DEPUTY CONNIE BREECH WAS CALLED BY DELMAR WOLFINGER AT 9:30 A.M. HE INFORMED ME THAT THE DESCRIBED DESCRIPTION THAT WAS BEING ADVERTISED WAS INCORRECT ON THE HOWARD AND LORIANE BEACH PROPERTY LOCATED AT 614 VINE ST. BERWICK. HE STATE THAT HE HAD PURCHAED A PORTION OF THE PROPERTY FROM FLORENCE RUPERT THE FROMER OWNER IN 1970.

UPON INVESTIGATION IN THE RECORDERS OFFICE IT WAS FOUND THAT THERE WAS AN ERROR IN THE RECORDING OF THE MORTGEGE DESCRIPTION.

I CONTACTED TOM JAMES, ESQ. ATTY FOR THE SHERIFF'S OFFICE AND INFORMED HIM OF THE SITUATION. HE ADVISED US TO PROCEDE WITH THE SALE AND MAKE NOTE AT THE TIME OF THE SALE AS TO THE CORRECT DESCRIPTION OF THE PROPERTY AND TO MAKE CORRECTION UPON RECORDING THE SHERIFF DEED.

AT 12:00 HRS THIS DATE I AGAIN CONTACTED DELMAR WOLFINGER AS TO MY FINDINGS AND REPORTED TO THE PROCEDURE AS WHAT WE WERE GOING TO FOLLOW. HE STATED TO ME THAT HE HAD NO PROBLEMS AND IT WOULD ALLEVIATE LEGAL PROBLEMS THAT MIGHT ARISE AT A LATER DATE.

13:45 I NOTIIED ATTY SERLING TALKED TO CHARLETTE AND INFORMED HER THAT WE WOULD PROCEDE WITH THE SALE.

CSB

CONNIE BREECH, DEPUTY SHERIFF

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	10-22	
DOCKET AND INDEX	10-22	
SET FILE UP	10-22	
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	✓	
WCS List	✓ 10-22	
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	10-27	
notice of writ of execution	10-28	
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	1029	
SEND COPY OF SERVICE TO ATTY	1029	
SEND DESCRIPTION TO PRINTER	1023	1029
SEND NOTICE TO PRESS FOR PUBLICATION	1022	
Adv. 3 weeks prior to sale, once a week Thursdays		
ONCE HANDBILLS ARE RECEIVED, SEND COPIES TO		
Recorder of Deeds	1029	
Tax claim office		
Proth.-post on board		
Tax assessment office		
post in sheriff's office		
front of lobby		
atty. office		
send copy to defendant		
SEND NOTICES TO LOCAL TAX COLLECTORS (certified mail)	1022	
WATER AUTH. (certified mail)	1022	
SEWER (certified mail)	1022	
SEND COPIES TO IRS OFFICE IN PHILA. (cert. mail, include copy of writ along with description)	1022	
SEND COPIES TO PA. PERSONAL TAX AUTH. (cert. mail, include copy of writ along with description)	1022	
IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. (cert. mail, include copy of writ along with description)	UP	

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		

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery. **74-75**

3. Article Addressed to:
**THOMAS ZERBA, DEPUTY ATT. GEN.
 COLLECTIONS UNIT
 FOURTH AND WALNUT STS.
 HARRISBURG, PA. 17120**

4. Type of Service: Article Number
☐ Registered ☐ Insured
☒ Certified ☐ COD **Pk 264 196 277**
☐ Express Mail

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature - Addressee

X *[Signature]*

6. Signature - Agent

X *[Signature]*

7. Date of Delivery

OCT 24 1986

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN REC

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery. **74-75**

3. Article Addressed to:
**PRESS-ENTERPRISE, INC.
 SUSAN SHOTWELL
 P.O. BOX 745
 BLOOMSBURG, PA. 17815**

4. Type of Service: Article Number
☐ Registered ☐ Insured
☒ Certified ☐ COD **P 264 196 279**
☐ Express Mail

Always obtain signature of addressee or agent and
DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X *[Signature]*

7. Date of Delivery

OCT 24 1986

8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

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. 75 of 86

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

11/17/86 at 1628hrs POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF HOWARD BEACH
614 VINE STREET BERWICK
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
18th day of November, 1986

Barbara N. Silvette
Tami S. 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. 75 of 86

WRIT OF EXECUTION

SERVICE ON HOWARD A. BEACH

ON 10/28/86 AT 6:45 hrs, 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, HOWARD A. BEACH at BERWICK POLICE STATION

by HANDING A COPY TO

RICH BANKES, DISPATCHER

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

So Answers?

John Frantz
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 29th day of October 1986

Tami B. Kline

by: Dorothy Ring

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. 75 of 86

WRIT OF EXECUTION

SERVICE ON LORAIN L. BEACH

ON 10/27/86 AT 14:45hrs, 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, LORAIN L. BEACH at WISE FOODS, BERWICK, PA.
by HANDING TO HER

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:

Lorain L. Beach
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 29th day of (October), 1986

Tami B. Kline

by: Dorothy Long

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

By virtue of a writ of execution no. 75 of 1985 issued out of the court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on ~~Thursday~~, December 19, 1986 at 10:30 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 on the easterly side of Vine Street at the northwesterly corner of Lot No. 18; thence easterly along same parallel with Sixth Street, a distance of 160 feet to an alley; thence northerly along the same parallel with Vine Street a distance of 49 feet to an alley, parallel with Sixth Street; thence westerly along the same, a distance of 160 feet to Vine Street and thence southerly along the same, a distance of 49 feet to the place of beginning. Containing 7840 square feet of land, and being numbered and designated as Lot No. 19 of Jackson and Cirspin Addition to the Borough of Berwick, upon which is erected a dwelling and other improvements.

BEING the same premises conveyed by Foster D. Freas and Harry E. Thomas, Executors of the Estate of Florence M. Rupert to Howard A. Beach and Loraine L. Beach, h/w dated March 11, 1975 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 271, page 130.

ALSO being the same premises conveyed by Howard A. Beach, (divorced) and Loraine L. Beach a/k/a Lorraine L. Beach (divorced) to Lorraine L. Beach, by deed dated Nov 2, 1985 and recorded in the Office of the Recorder of Deeds in and for Columbia County in D.B. 363, page 216.

IMPROVED with a single family dwelling known as 614 Vine Street, Berwick, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on ~~December 19~~, 1986 file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Susquehanna Savings and Loan Assoc of Wilkes-Barre n/k/a Atlantic Financial Federal vs. Howard A. Beach and Loraine L. Beach ~~and Ellen Beach~~.

TERMS OF SALE: TEN (10%) PERCENT CASH OR CERTIFIED CHECK DAY OF SALE.
BALANCE CASH OR CERTIFIED CHECK WITHIN EIGHT (8) DAYS AFTER SALE.

JOSEPH SERLING
ATTORNEY

TO BE SOLD BY:
JOHN R. ADLER, SHERIFF

By virtue of a writ of execution no. 75 of 1986 issued out of the court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on ~~Thursday~~, December 18, 1986 at 10:30 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 on the easterly side of Vine Street at the northwesterly corner of Lot No. 18; thence easterly along same parallel with Sixth Street, a distance of 160 feet to an alley; thence northerly along the same parallel with Vine Street a distance of 49 feet to an alley, parallel with Sixth Street; thence westerly along the same, a distance of 160 feet to Vine Street and thence southerly along the same, a distance of 49 feet to the place of beginning. Containing 7840 square feet of land, and being numbered and designated as Lot No. 19 of Jackson and Cirspin Addition to the Borough of Berwick, upon which is erected a dwelling and other improvements.

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SEIZED AND TAKEN into execution at the suit of Susquehanna Savings and Loan Assoc of Wilkes-Barre n/k/a Atlantic Financial Federal vs. Howard A. Beach and Loraine L. Beach ~~and Ellen W. Beach~~.

TERMS OF SALE: TEN (10%) PERCENT CASH OR CERTIFIED CHECK DAY OF SALE. BALANCE CASH OR CERTIFIED CHECK WITHIN EIGHT (8) DAYS AFTER SALE.

JOSEPH SERLING
ATTORNEY

TO BE SOLD BY:
JOHN R. ADLER, SHERIFF

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

CONNIE GINGHER
TAX COLLECTOR BERWICK BORO
120 R.E. 3RD ST.
BERWICK, PA. 18603

Dear Connie;

Enclosed you will find a notice for a Sheriff Sale to be held in our office. Please notify our office of any claims you may have against the property.

CSB
Enc.

Thank You,

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

CHRIS KLINGER
344 MARKET ST.
BERWICK, PA. 18603

Dear Chris;

Enclosed you will find a notice for Sheriff's Sale. Please notify our office if you have any claims.

CSB
Enc.

Thank You,

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

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

Dear Sir/Madam;

Enclosed you will find a notice for a Sheriff's Sale to be held in our office. Please notify our office if you have any claims.

CSB
Enc.

Thank You,

Connie Breech

Connie Breech, Deputy

SUSQUEHANNA SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-	:	
BARRE, n/k/a ATLANTIC	:	OF COLUMBIA COUNTY
FINANCIAL FEDERAL	:	
	:	CIVIL ACTION-LAW
Plaintiff	:	
	:	Action of Mortgage Foreclosure
vs.	:	
	:	
HOWARD A. BEACH AND	:	
LORATNE L. BEACH	:	
	:	
Defendants	:	No. 590 of 1986

AFFIDAVIT OF PARTIES TO RECEIVE NOTICE OF SALE OF
REAL PROPERTY

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss:
COUNTY OF LUZERNE	:	

JOSEPH SERLING, ESQ being duly sworn according to law deposes and says that he is the counsel for Plaintiff, Atlantic Financial Federal, and as such is duly authorized to make this Affidavit on its behalf; that as of August 18, 1986 he examined or caused to be examined the appropriate public records identifying interest in, or liens, property in Columbia County, Pennsylvania; and, that by reason of such examination and to the best of his knowledge, information and belief; 1. The name of the owner, real owner and reputed owner of the premises scheduled for sale herein is Loraine L. Beach whose last known address is 614 Vine St., Berwick, Pa.

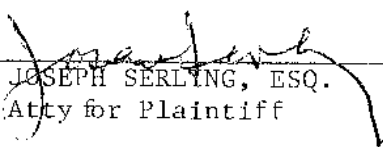
2. The name of the Defendants in the Judgment in the within Action is Howard A. Beach and Loraine A. Beach whose last known address is 614 Vine St., Berwick for Loraine L. and Howard A. 127 E. Second St., Berwick, Pa.

3. There are no other persons who have Judgment liens of record on the premises scheduled for sale herein.

4. The name and last known address of every Mortgage creditor whose mortgage is a lien on the real property to be sold as follows:

Throp Consumer Discount Co. n/k/a ITT Consumer Disc Co. 301 Market St.,
Berwick, Pa.

5. There are no other persons who have any interest of record in or lien of record on the premises scheduled for sale herein, other than the foregoing and the Plaintiff in this Action.


JOSEPH SERLING, ESQ.
Atty for Plaintiff

Sworn to and subscribed before
me this 21st day of October,
1986.


Notary Public

RUTH COLE, Notary Public
Wilkes-Barre, Luzerne County
My Commission Expires August 5, 1989

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

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

Dear Sue;

Enclosed you will find two copies of Sheriff's Sale description to be advertised on November 27, December 4 and 11, 1986. Against Jay and Bonnie Welsh, and Howard and Loraine Beach. If you have any questions please feel free to contact our office.

CSB
Enc. 2

Thank You,

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

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

Dear Mr. Zerba;

Enclosed you will find descriptions of property to be sold by our office, against Howard and Loraine Beach, and Jay and Bonnie Welsh. If you have any claims against these individuals please notify our office.

CSB
Enc.2

Thank You,

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

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

OCTOBER 22, 1986

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF ACCOUNTS SETTLEMENT
P.O. BOX 2055
HARRISBURG, PA. 17105

Dear Sir/Madam;

Enclosed you will find descriptions of property to be sold by our office, against Howard and Loraine Beach, and Jay and Bonnie Welsh. Please notify our office if you have any claims against these individuals.

CSB
Enc.2

Thank You,
Conne Breech
Conne Breech, Deputy

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE,
n/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

HOWARD A. BEACH,
LORAIN L. BEACH AND
~~WILLIAM H. BEACH~~

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

No. 950 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 to these rights. If you wish to exercise your rights, you must act promptly.

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

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

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

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

- OR -

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

SUSQUEHANNA SAVINGS & LOAN
ASSOCIATION OF WILKES-BARRE,
a/k/a ATLANTIC FINANCIAL
FEDERAL

Plaintiff

vs.

HOWARD A. BEACH,
LOSAINE L. BEACH AND
~~ELLEN M. BEACH~~

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

Action of Mortgage Foreclosure

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SUSQUEHANNA SAVINGS AND
LOAN ASSOCIATION OF WILKES-
BARRE, n/k/a ATLANTIC
FINANCIAL FEDERAL

Plaintiff

vs.

HOWARD A BEACH
LORAIN L. BEACH
~~ELLEN M. LEARN~~

Defendants

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

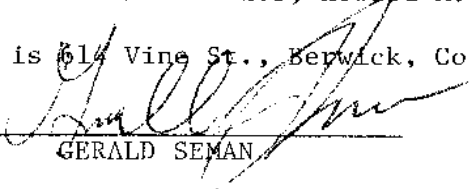
CIVIL ACTION-LAW

Action of Mortgage Foreclosure

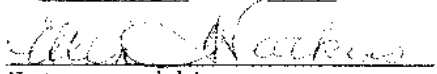
No. 950 of 1986

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

GERALD SEMAN being duly sworn according to law deposes and says that he is the Manager of the Delinquent Loan Department of N.E. Region of Atlantic Financial Federal, and as such is authorized to make this Affidavit in its behalf; that to the best of his personal knowledge, information and belief, the names and last known addresses of the Defendants, Howard A. Beach and Loraine L. Beach ~~and Ellen M. Learn~~ is 614 Vine St., Berwick, Col. Co. Pa.


GERALD SEMAN

Sworn to and subscribed
before me this 30th day
of October, 1986.


Notary public

My Commission Expires:

NOTARY PUBLIC

Scranton, Lackawanna County, PA
My Commission Expires January 29, 1990

SUSQUEHANNA SAVINGS AND
LOAN ASSOCIATION OF WILKES-
BARRE, WILKES-BARRE
PENNSYLVANIA

Plaintiff

vs.

HOWARD A. BEACH
LAWRENCE L. BEACH
~~HOWARD A. BEACH~~

Defendants

IN THE COURT OF COMMON PLEAS

OF WILKES-BARRE

CIVIL ACTION NO.

Action of Longage and Sale

No. 958 of 1986

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

GERALD SEAMAN being duly sworn according to his oath and says that
he is the Manager of the Delinquent Loan Department of F.B. Region of
Atlantic National Bank, and he is authorized to make this Affidavit
in his behalf; that to the best of his personal knowledge, information and belief,
and upon and last known addresses of the Defendants, Howard A. Beach and
Lawrence L. Beach ~~and Ellen A. Beach~~ is 614 Vine St., Berwick, Cal. Co. Pa.

Gerald Seaman
GERALD SEAMAN

Sworn to and subscribed
before me this 5 day
of June 1986

Allen G. Patton
Notary public

My Commission Expires:

1-24-90

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LUZERNE :

GERALD SEMAN being duly sworn according

to law, does depose and say that he did, upon request of

ATLANTIC FINANCIAL FEDERAL

investigate the status of Howard A. Beach, Loraine L. Beach and Ellen M. Learn

with regard to the Soldiers' and Sailors' Civil Relief Act of

1940; and that he made such investigation personally _____

_____ and your affiant avers that _____

they ~~is~~/are not now, nor ~~was~~/were ~~they~~ they, within a
period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and
Sailors' Civil Relief Act of 1940.


GERALD SEMAN

Sworn to and subscribed before me

this 3rd day of OCTOBER, 1986.

Ellen M. Learn

My Commission Expires:

NOTARY PUBLIC
Scranton, Lackawanna County, Pa.
My Commission Expires January 29, 1990

AFFIDAVIT OF NON MILITARY SERVICE
OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LUZERNE :

GERALD SEMAN being duly sworn according
to law, does depose and say that he did, upon request of

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and your affiant avers that

they ~~is~~ are not now, nor ~~was~~ ~~were~~ ~~he~~ ~~they~~, within a
period of three months last, in the military or naval service of the
United States within the purview of the aforesaid Soldiers' and
Sailors' Civil Relief Act of 1940.

Gerald Seman
GERALDSEMAN

Sworn to and subscribed before me

this 3 day of Oct, 1958

Signature of Ellen Watbena

1-29-90

My Commission Expires:

CHIEF DEPUTY

SHERIFF

OFFICE OF SHERIFF
COLUMBIA COUNTY
OCT 22 12 14 PM '86

Atlantic Financial Federal



31 W. MARKET ST., WILKES-BARRE, PA 18773

PAY

FIVE HUNDRED DOLLARS AND 00 CENTS

TO
THE
ORDER
OF

SHERIFF OF COLUMBIA COUNTY



No. 99-00116

PLEASE CASH WITHIN 90 DAYS

8-143/430

FEDERAL
HOME LOAN
BANK
OF PITTSBURGH
PITTSBURGH, PA

⑈9900116⑈ ⑈04300435⑈ ⑈0⑈ ⑈0702⑈

\$\$\$555500.00
OCT03,86
109000099

Alan M. ...
AUTHORIZED SIGNATURE