

1005781
20

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 2-12

DOCKET AND INDEX 2-12

SET FILE FOLDER UP 2-12

CHECK FOR PROPER INFO

WRIT OF EXECUTION ✓

COPY OF DESCRIPTION ✓

WHEREABOUTS OF LAST KNOWN ADDRESS ✓

NON-MILITARY AFFIDAVIT ✓

NOTICES OF SHERIFF'S SALE ✓

WATCHMAN RELEASE FORM ✓

AFFIDAVIT OF LIENS LIST ✓

CHECK FOR \$500.00 -- ✓

* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO

SET SALE DATE AND ADV. DATES AND POSTING DATES ✓

POST ALL DATES ON CALANDER ✓

- * SET SALE DATE AT LEAST 2 MONTHS AFTER RECEIVING WRIT
- * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES
- * SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE ✓

SET DISTRIBUTION DATE ✓

- * MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)
- * MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED ✓

FILL IN ALL NO'S ON EXECUTION PAPERS ✓

TYPE PROPER INFO ON DESCRIPTION (refer to previous sales) ✓

SERVICE

TYPE CARDS FOR DEFENDANTS ✓

PUT PAPERS TOGETHER FOR DEFENDANTS ✓

- * COPY OF WRIT FOR EACH DEFENDANT
- * NOTICE OF SHERIFF SALE
- * COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS ✓

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECEIPT 2-12

- * DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO ✓

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECEIPT FOR LIEN HOLDERS ✓

SHERIFF'S SALE OUTLINE CON'T

SALE BILLS

SEND DESCRIPTION TO PRINTER _____

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. _____

SEND NOTICES TO LOCAL TAX COLLECTORS _____

NOTICES TO WATER AND SEWER AUTH. _____

SEND NOTICES TO FEDERAL AND STATE TAX AUTH _____

IF BUSINESS SEND COPY TO SBA AUTH. _____

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE _____

TAX CLAIM OFFICE _____

TAX ASSESSMENT OFFICE _____

PROTH OFFICE(post on board) _____

POST IN FRONT LOBBY _____

POST IN SHERIFF'S OFFICE _____

SEND COPY TO ATTY _____

POST PROPERTY ACCORDING TO DATE SET _____

SEND RETURN OF POSTING TO ATTY _____

DOCKET ALL COSTS _____

PREPARE COST SHEET 2 DAYS BEFORE SALE _____

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE _____

HOLD SALE _____

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE _____

PAY DISTRIBUTION ACCORDING TO DATE _____

* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED _____

WHEN DEED IS RECORDED SEND TO BUYER _____

FILE FOLDER _____

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to: 12
BLOOMSBURG WATER CO.
235 MARKET STREET
BLOOMSBURG, PA. 17815

4. Article Number
P 264 196 339

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee
X

6. Signature - Agent
X *Opette Hong*

7. Date of Delivery
FEB 24 1987

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to: 12
NORTHERN CENTRAL BANK
ATT: MR. JAKE TRUMP
STATE STREET
MILLVILLE, PA. 17846

4. Article Number
P 264 196 336

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee
X

6. Signature - Agent
X *Mike Watts*

7. Date of Delivery
2-24-87

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to: 12
JAMES H. CRIST
336 EAST EIGHTH STREET
BLOOMSBURG, PA 17815

4. Article Number
P 264 196 337

Type of Service:
☒ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee
X *James H. Crist*

6. Signature - Agent
X

7. Date of Delivery
FEB 25 1987

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

● **SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to: 12 & 13
PRESS-ENTERPRISE, INC.
ATT: SUSAN SHOTWELL
P.O. BOX 745
BLOOMSBURG, PA. 17815

4. Article Number
P 537 618 006

Type of Service:
☐ Registered
☒ Certified
☒ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and **DATE DELIVERED**.

5. Signature - Addressee
X

6. Signature - Agent
X *Harry F. Ryan*

7. Date of Delivery
FEB 24 1987

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

postmaster for fees and check box(es) for additional service(s) requested.

2. ☐ Restricted Delivery.

1. ☐ Show to whom delivered, date, and addressee's address.

3. Article Addressed to: 12

GERALDINE S. KERN, TAX COLLECTOR
BLOOMSBURG TOWN HALL 301 E. 2nd ST
BLOOMSBURG, PA. 17815.

4. Article Number
P 264 196 341

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
FEB 25 1987

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address.

2. ☐ Restricted Delivery.

3. Article Addressed to: 12

COMMONWEALTH OF PENNSYLVANIA
DEPT. OF RENUE, BUREAU OF ACC. SET.
P.O. BOX 2055
HARRISBURG, PA. 17105

4. Article Number
P 264 196 342

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
FEB 25 1987

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address.

2. ☐ Restricted Delivery.

3. Article Addressed to: 12

MUNICIPAL AUTH.
ATT: BARBARA HUNSINGER
TOWN HALL, 301 EAST 2ND ST.
BLOOMSBURG, PA. 17815

4. Article Number
P 264 196 340

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
FEB 24 1987

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address.

2. ☐ Restricted Delivery.

3. Article Addressed to: 12

PAT CARLSON
R.D.#6, BOX 387
DANVILLE, PA. 17821

4. Article Number
P 264 196 338

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
FEB 25 1987

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address.

2. ☐ Restricted Delivery.

3. Article Addressed to: 12

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

4. Article Number
P 264 196 343

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
FEB 24 1987

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

MUNICIPAL AUTHORITY

Of The

TOWN OF BLOOMSBURG

PENNSYLVANIA 17815

(717) 784-5422

April 2, 1987

Board of Directors
Charles C. Housenick II
Charles E. Long
Richard Conner
Robert Linn
Samuel R. Evans

Chairman
Charles C. Housenick II
Vice Chairman
Charles E. Long
Treasurer
Samuel R. Evans
Secretary-Asst. Treasurer
Gerald Depo
Solicitor
Charles B. Pursel

John R. Adler, Sheriff
P.O. Box 380
Bloomsburg, PA 17815

Dear Sheriff Adler:

In reference to my letter dated February 25, 1987 concerning the sheriff sale of property owned by James Crist, I am now updating the account.

Mr. Crist owes the Bloomsburg Municipal Authority a total of \$82.23 for his property located at 336-338 E. 8th Street, Bloomsburg, PA.

Thank you for your assistance and cooperation.

Very truly yours,



Barbara Hunsinger
Municipal Authority
of the
Town of Bloomsburg

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

April 25, 1987

William L. Knecht, Esq.
835 West Fourth Street
Williamsport, PA 17703

Dear Mr. Knecht:

Enclosed is a check in the amount of \$125.34. This check represents a refund to you from the \$500.00 deposit for the sheriff sale that was stayed due to bankruptcy on Northern Central Bank vs. James H. Crist that was to be held in our office.

The following are the costs that were incurred from the preparing of the sale: \$81.47 Sheriff Costs, \$223.94 Press Enterprise for advertising the sale in the paper, \$5.00 Register and Recorder for the search on the property, \$20.00 Col. Cty. Proth. for the liens list, \$5.00 Col. Cty. Tax Claim Bureau for the lien certificate, \$37.25 Henrie Printing for the sale bills made for the sale, and \$2.00 Surcharge for Mr. Crist.

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

Sincerely,

Susan S. Beaver

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

April 25, 1987

Press Enterprise, Inc.
P.O. Box 745
Bloomsburg, PA 17815

Dear Sir:

Enclosed is a check in the amount of \$223.94 for the advertising in the paper for James H. Crist sheriff sale.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

United States Bankruptcy Court for the Middle District of Pennsylvania

In re

5-87-00212

James Henry Crist, Jim Crist Nurseries,
Crist Nurseries

Case No.

Debtor [set forth here all names including trade names used by Debtor within last 6 years]
Social Security No. 189-26-6047 Debtor's Employer's Tax I.D. No.

VOLUNTARY PETITION

1. Petitioner's mailing address, including county, is James Henry Crist, 336 E. 8th Street,
Bloomsburg, Pennsylvania 17815

2. Petitioner has resided (or has had his domicile or has had his principal place of business or has had his principal assets) within this district for the preceding 180 days (or for a longer portion of the preceding 180 days than in any other district).

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

4. (If appropriate) A copy of petitioner's proposed plan, dated, is attached (or Petitioner intends to file a plan pursuant to ☒ Chapter 11 or ☐ Chapter 13) of title 11, United States Code).

WHEREFORE, petitioner prays for the entry of an order for relief under ☐ Chapter 7 (or ☐ Chapter 13) of Title 11, United States Code.

5. (If petitioner is a corporation) Exhibit "A" is attached to and made part of this petition.

Wherefore, petitioner prays for relief in accordance with chapter 7 (or Chapter 11 or Chapter 13) of title 11, United States Code.

FILED
Wilkes-Barre, PA

APR 06 1987

Margaret A. Smith
Clerk of the Bankruptcy Court

RELIEF ORDERED

State of Pennsylvania
County of Columbia

Signed: [Signature]
Attorney for Petitioner.

Address: 115 Iron Street
Bloomsburg, PA 17815
(Petitioner signs if not represented by attorney.)

Petitioner.

I, James Henry Crist

the petitioner named in the foregoing petition, declare under penalty of perjury that the foregoing is true and correct.

Executed on April 6, 1987

Signature

James H. Crist

Petitioner.

In re

Case No.

James Henry Crist, Jim Crist Nurseries,
Crist NurseriesDebtor [set forth here all names including trade names used by Debtor within last 6 years].
Social Security No. 189-26-6047 Employer's Tax Identification No.STATEMENT OF FINANCIAL AFFAIRS
FOR DEBTOR
ENGAGED IN BUSINESS

(Each question shall be answered or the failure to answer explained. If the answer is "none," or "not applicable," so state. If additional space is needed for the answer to any question, a separate sheet properly identified, and made part hereof, should be used and attached.)

If the debtor is a partnership or a corporation, the questions shall be deemed to be addressed to, and shall be answered on behalf of, the partnership or corporation; and the statement shall be certified by a member of the partnership or by a duly authorized officer of the corporation.

The term, "original petition," as used in the following questions, shall mean the petition filed under Rule 1002, 1003, or 1004.)

1. Nature, location, and name of business.

- a. Under what name and where do you carry on your business? a) Crist Nurseries, 336 E. 8th St., Bloomsburg, PA
- b. In what business are you engaged? (If business operations have been terminated, give the date of termination.) b) Wholesale nursery
- c. When did you commence the business? c) 1976
- d. Where else, and under what other names, have you carried on business within the six years immediately preceding the filing of the original petition herein? (Give street addresses, the names of any partners, joint adventurers, or other associates, the nature of the business, and the periods for which it was carried on.) d) Jim Crist Nurseries

2. Books and records.

- a. By whom, or under whose supervision, have your books of account and records been kept during the six years immediately preceding the filing of the original petition herein? (Give names, addresses, and periods of time.) a) Jim Crist
- b. By whom have your books of account and records been audited during the six years immediately preceding the filing of the original petition herein? (Give names, addresses, and dates of audits.) b) No one
- c. In whose possession are your books of account and records? (Give names and addresses.) c) Jim Crist
- d. If any of these books or records are not available, explain. d) N/A
- e. Have any books of account or records relating to your affairs been destroyed, lost, or otherwise disposed of within the two years immediately preceding the filing of the original petition herein? (If so, give particulars, including date of destruction, loss, or disposition, and reason therefor.) e) No

3. Financial statements.

Have you issued any written financial statements within the two years immediately preceding the filing of the original petition herein? (Give dates, and the names and addresses of the persons to whom issued, including mercantile and trade agencies.) No

4. Inventories.

- a. When was the last inventory of your property taken? a) July 1986
- b. By whom, or under whose supervision, was this inventory taken? b) Woodrig Nursery
- c. What was the amount, in dollars, of the inventory? (State whether the inventory was taken at cost, market, or otherwise.) c) \$50,000.00
- d. When was the next prior inventory of your property taken? d) None
- e. By whom, or under whose supervision, was this inventory taken? e) N/A
- f. What was the amount, in dollars, of the inventory? (State whether the inventory was taken at cost, market, or otherwise.) f) N/A
- g. In whose possession are the records of the two inventories above referred to? (Give names and addresses.) g) No paperwork prepared

5. Income other than from operation of business.

What amount of income, other than from operation of your business, have you received during each of the two years immediately preceding the filing of the original petition herein? (Give particulars, including each source, and the amount received therefrom.)

Mortgage and Note from Frank and Betty Cazasser
1980, \$105.00/month. \$6,700.00 balance owing.
Rental from Shelly Oxley, \$210.00/month

6. Tax returns and refunds.

a. In whose possession are copies of your federal, state and municipal income tax returns for the three years immediately preceding the filing of the original petition herein?

- a) Jim Crist
- b) None
- c) None

b. What tax refunds (income or other) have you received during the two years immediately preceding the filing of the original petition herein?

c. To what tax refunds (income or other), if any, are you, or may you be, entitled? (Give particulars, including information as to any refund payable jointly to you and your spouse or any other person.)

7. Financial accounts, certificates of deposit and safe deposit boxes.

a. What accounts or certificates of deposit or shares in banks, savings and loan, thrift, building and loan and homestead associations, credit unions, brokerage houses, pension funds and the like have you maintained, alone or together with any other person, and in your own or any other name, within the two years immediately preceding the filing of the original petition herein? (Give the name and address of each institution, the name and number under which the account or certificate is maintained, and the name and address of every person authorized to make withdrawals from such account.)

- a) First Eastern Bank, Bloomsburg PA
 - checking, Crist Nurseries #0115147 - \$25.00
 - checking, Jim Crist Nurseries #5749965 - \$25.00
 - savings, James H. Crist #1118260 - \$25.00

b. What safe deposit box or boxes or other depository or depositories have you kept or used for your securities, cash, or other valuables within the two years immediately preceding the filing of the original petition herein? (Give the name and address of the bank or other depository, the name in which each box or other depository was kept, the name and address of every person who had the right of access thereto, a description of the contents thereof, and, if the box has been surrendered, state when surrendered or, if transferred, when transferred and the name and address of the transferee.)

- b) First Eastern Bank, Bloomsburg, PA
 - James H. Crist and Zoe Cromley (619 E. Third St Bloomsburg, PA)
 - Crist's Will

8. Property held for another person.

What property do you hold for any other person? (Give name and address of each person, and describe the property, the amount or value thereof and all writings relating thereto.)

None

9. Property held by another person.

Is any other person holding anything of value in which you have an interest? (Give name and address, location and description of the property, and circumstances of the holding.)

No

10. Prior bankruptcy proceedings.

What cases under the Bankruptcy Act or title 11, United States Code have previously been brought by or against you? (State the location of the bankruptcy court, the nature and number of the case, and whether a discharge was granted or denied, the case was dismissed, or a composition, arrangement, or plan was confirmed.)

None

11. Receiverships, general assignments, and other modes of liquidation.

a. Was any of your property, at the time of the filing of the original petition herein, in the hands of a receiver, trustee, or other liquidating agent? (If so, give a brief description of the property and the name and address of the receiver, trustee, or other agent, and, if the agent was appointed in a court proceeding, the name and location of the court, the title and number of the case, and the nature thereof.)

No

b. Have you made any assignment of your property for the benefit of your creditors, or any general settlement with your creditors, within the two years immediately preceding the filing of the original petition herein? (If so, give dates, the name and address of the assignee, and a brief statement of the terms of assignment or settlement.)

No

12. Suits, executions, and attachments.

a. Were you a party to any suit pending at the time of the filing of the original petition herein? (If so, give the name and location of the court and the title and nature of the proceeding.)

- a) Divorce - Crist v. Crist, Columbia County Common Pleas, #927-84 (active)

b. Were you a party to any suit terminated within the year immediately preceding the filing of the original petition herein? (If so, give the name and location of the court, the title and nature of the proceeding, and the result.)

b) No

c. Has any of your property been attached, garnished, or seized under any legal or equitable process within the year immediately preceding the filing of the original petition herein? (If so, describe the property seized or person garnished, and at whose suit.)

c) No

Payment to Northern Central Bank for \$412.00
toward mortgage payment

What payments in whole or in part have you made during the year immediately preceding the filing of the original petition herein on any of the following: (1) loans; (2) installment purchases of goods and services and (3) other debts? (Give the names and addresses of the persons receiving payment, the amounts of the loans or other debts and of the purchase price of the goods and services, the dates of the original transactions, the amounts and dates of payments, and, if any of the payees are your relatives or insiders, the relationship; if the debtor is a partnership and any of the payees is or was a partner or a relative of a partner, state the relationship; if the debtor is a corporation and any of the payees is or was an officer, director, or stockholder, or a relative of an officer, director, or stockholder, state the relationship.)

None

b. Setoffs. What debts have you owed to any creditor, including any bank, which were set off by that creditor against a debt or deposit owing by the creditor to you during the year immediately preceding the filing of the original petition herein? (Give the names and addresses of the persons setting off such debts, the dates of the setoffs, the amounts of the debts owing by you and to you and, if any of the creditors are your relatives or insiders, the relationship.)

No

14. Transfers of property.

a. Have you made any gifts, other than ordinary and usual presents to family members and charitable donations, during the year immediately preceding the filing of the original petition herein? (If so, give names and addresses of donees and dates, description, and value of gifts.)

b. Have you made any other transfer, absolute or for the purpose of security, or any other disposition which was not in the ordinary course of business during the year immediately preceding the filing of the original petition herein? (Give a description of the property, the date of the transfer or disposition, to whom transferred or how disposed of, and state whether the transferee is a relative, partner, shareholder, officer, director, or insider, the consideration, if any, received for the property, and the disposition of such consideration.)

No

15. Accounts and other receivables.
Have you assigned, either absolutely or as security, any of your accounts or other receivables during the year immediately preceding the filing of the original petition herein? (If so, give names and addresses of assignees.)

No

16. Repossessions and returns.
Has any property been returned to, or repossessed by, the seller, lessor, or by a secured party during the year immediately preceding the filing of the original petition herein? (If so, give particulars, including the name and address of the party getting the property and its description and value.)

N/A

17. Business leases. If you are a tenant of business property, what is the name and address of your landlord, the amount of your rental, the date to which rent had been paid at the time of the filing of the original petition herein, and the amount of security held by the landlord?

a) Bechtold tractor/mower - value \$1,000.00 and
Mitsubishi tractor - value \$5,000.00 stolen in
September 1985, reported to police, no recovery.

18. Losses.
a. Have you suffered any losses from fire, theft, or gambling during the year immediately preceding the filing of the original petition herein? (If so, give particulars, including dates, names, and places, and the amounts of money or value and general description of property lost.)

b. Was the loss covered in whole or part by insurance?
(If so, give particulars.)

b) No



19. Withdrawals.

a. If you are an individual proprietor of your business, what personal withdrawals of any kind have you made from the business during the year immediately preceding the filing of the original petition herein?

a) None

b. If the debtor is a partnership or corporation, what withdrawals, in any form (including compensation, bonuses or loans), have been made or received by any member of the partnership, or by any officer, director, insider, managing executive, or shareholder of the corporation, during the year immediately preceding the filing of the original petition herein? (Give the name and designation or relationship to the debtor of each person, the dates and amounts of withdrawals, and the nature or purpose thereof.)

b) N/A

20. Payments or transfers to attorneys.

a. Have you consulted an attorney during the year immediately preceding or since the filing of the original petition herein? (Give date, name, and address.)

a) Michael R. Lynn, Esquire, 115 Iron St.,
Bloomsburg, PA 17815 - 4/4/87

b. Have you during the year immediately preceding or since the filing of the original petition herein paid any money or transferred any property to the attorney, or to any other person on his behalf? (If so, give particulars, including amount paid or value of property transferred and date of payment or transfer.)

b) \$2,000.00 - 4/4/87

c. Have you, either during the year immediately preceding or since the filing of the original petition herein, agreed to pay any money or transfer any property to an attorney at law, or to any other person on his behalf? (If so, give particulars, including amount and terms of obligation.)

c) No

(If the debtor is a partnership or corporation, the following additional question should be answered.)

21. Members of partnership; officers, directors, managers, and principal stockholders of corporation.

a. What is the name and address of each member of the partnership, or the name, title, and address of each officer, director, insider, and managing executive, and of each stockholder holding 20 per cent or more of the issued and outstanding stock, of the corporation?

b. During the year immediately preceding the filing of the original petition herein, has any member withdrawn from the partnership, or any officer, director, insider, or managing executive of the corporation terminated his relationship, or any stockholder holding 20 per cent or more of the issued stock disposed of more than 50 per cent of his holdings? (If so, give name and address and reason for withdrawal, termination, or disposition, if known.)

c. Has any person acquired or disposed of 20 percent or more of the stock of the corporation during the year immediately preceding the filing of the petition? (If so, give name and address and particulars.)

I, James Henry Crist, declare under penalty of perjury that I have read the answers contained in the foregoing statement of affairs and that they are true and correct to the best of my knowledge, information, and belief.

Executed on 4-6-87

Signature: James H. Crist

(*Person certifying for partnership or corporation should indicate position or relationship to debtor.)

James Henry Crist, Jim Crist Nurseries,
Crist Nurseries

Debtor (set forth here all names including trade names used by Debtor within last 6 years)
social Security No. 189-26-6047 Employer's Tax Identification No.

Schedules A-1, A-2, and A-3 must include all the claims against the debtor or his property as of the date of the filing of the petition by or against him.

SCHEDULE A-1 — CREDITORS HAVING PRIORITY

(1) Nature of Claim	(2) Name of creditor and complete mailing address including zip code	(3) Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	(4) Indicate if claim is contingent, unliquidated, or disputed	(5) Amount of Claim	
a. Wages, salary, and commissions, including vacation, severance and sick leave pay owing to employees not exceeding \$2,000 to each, earned within 90 days before filing of petition or cessation of business (if earlier specify date).				\$	0 00
b. Contributions to employee benefit plans for services rendered within 180 days before filing of petition or cessation of business, (if earlier specify date).				\$	0 00
c. Deposits by individuals, not exceeding \$900 for each for purchase, lease, or rental of property or services for personal, family, or household use that were not delivered or provided.				\$	0 00
d. Taxes owing (itemize by type of tax and taxing authority): (1) To the United States (2) To any State (3) To any other taxing authority				\$ \$ \$	0 00
Total					0 00

Schedule A-2 — Creditors Holding Security

Schedule A-2 — Creditors Holding Security					
(1) Name of creditor and complete mailing address including zip code	(2) Description of security and date when obtained by creditor	(3) Specify when claim was incurred and the consideration therefor; when claim is subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	(4) Indicate if claim is contingent, unliquidated, or disputed	(5) Market value	(6) Amount of claim without deduction of value of security
Northern Central Bank P. O. Box 1382 Williamsport, PA 17703-9990	Mortgage - #108-985-3 336 E. 8th Street, Bloomsburg, PA			\$ 30,000.00	\$ 19,184.57
Northern Central Bank P. O. Box 1382 Williamsport, PA 17703-9990	Mortgage - #18-000-13981 Tioga County farm			74,000.00	5,379.74
Small Business Administration Denver, Colorado 80259	Mortgage - #7082-68-10-01 336 E. 8th Street, Bloomsburg				235.00
Total				104,000.00	24,799.31

Schedule A-3 — Creditors Having Unsecured Claims Without Priority

(1) Name of creditor (including last known holder of any negotiable instrument) and complete mailing address including zip code.	(2) Specify when claim was incurred and the consideration therefor: when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument, or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt.	(3) Indicate if claim is contingent, unliquidated, or disputed.	(4) H W or J	(5) Amount of Claim
at Carlson Rt. D. #6, Box 387 Danville, PA 17821	repayment of downpayment on purchase of property			\$ 2,500.00
Mr. and Mrs. Eugene Cromley 519 E. 3rd Street Bloomsburg, PA 17815	personal loan			2,900.00
First Eastern Bank 11 W. Market Street P. O. Box G Wilkes-Barre, PA 18768	Ready cash loan - #0044-408-3			591.00
Regency Discount Consumer Co. 204 Main Street Bloomsburg, PA 17815	#300871 - signature loan			1,991.88
Peters Consultants, Inc. Robbins Avenue Berwick, PA 18603	surveyor services			1,550.00
Press Enterprise 3185 Lackawanna Avenue Bloomsburg, PA 17815	advertisement			143.94
Fisher, Clark & Lauer Rt. 11 & 15 - Suite 210 Courtyard Offices, Box 10 Selinsgrove, PA 17870	Income tax preparation			133.96
Bloomsburg Hospital 549 E. Fair Street Bloomsburg, PA 17815	medical services - #6087308			208.00
Maryland Bank, N.A. P. O. Box 15019 Wilmington, DE 19891	VISA-Mastercard #5329-0011-1300-3348			1,885.13
Merchants Bank, 101 N. Main Avenue Scranton, PA 18504	Mastercard #5301-7001-7710-1755			1,273.51
Equibank AAA P. O. Box 400091-W Pittsburg, PA 15268	VISA #4332-0123-5161-7176			2,522.21
Atlantic Financial P. O. Box 3580 Omaha, NE 68103	Mastercard #5416-2700-0318-8964			2,894.80
Chase Manhattan Bank P. O. Box 15008 Wilmington, DE 19850-5008	VISA - #4226-631-536-189			2,788.63
None of the above claims is contingent, unliquidated or disputed unless otherwise stated.				SUBTotal 21,383.06

Schedule A-3 Creditors Having Unsecured Claims Without Priority

(1) Name of creditor, including last known holder of any negotiable instrument and complete mailing address including zip code	(2) Specify when claim was incurred and the consideration therefor, when claim is contingent, unliquidated, disputed, subject to setoff, evidenced by a judgment, negotiable instrument or other writing, or incurred as partner or joint contractor, so indicate; specify name of any partner or joint contractor on any debt	(3) Indicate if claim is contingent, unliquidated, or disputed	(4) Amount of claim
Manufacturers Hanover Trust C.S. 1012 Hicksville, NY 11819	VISA - #4102-8600-315558		2,000 00
Pine Grove Nursery R.D. #3 Clearfield, PA 16830	#42415		751 71
Exxon P. O. Box 4291 Houston, TX 77097-0016	gas card #300-505-542-5		504 02
Chevron P. O. Box 5010 Concord, CA 94524	gas card #761-120-998-7		245 64
Texaco P. O. Box 2000 Bellaire, TX 77401-2000	gas card #73-404-2243-0		184 61
Prides Corner Farms, Inc. Waterman Road Lebanon, CT 06249	plants purchase of tractor, mower, greenhouses, etc.		2,161 55 1,800 00
Angelo Buono Old Farm Road Shrewsbury, NJ 07701	purchase of plants		1,562 50
Triple Brook RWR Nursery 459 Highway 34 North Colts Neck, NJ 07722	divorce settlement		13,340 00
Michele Crist 6 Joyce Drive New City, NY 10956	attorney fees in connection with divorce		5,500 00
Cleveland C. Hummel, Esquire 29 East Main Street Bloomsburg, PA 17815			
Total			53,008 09

SCHEDULE B - STATEMENT OF ALL PROPERTY OF DEBTOR Schedules B-1, B-2, B-3, and B-4 must include all property of the debtor as of the date of the filing of the petition by or against him.

Schedule B-1 — Real Property

Description and location of all real property in which debtor has an interest (including equitable and future interests, interests in estates by the entirety, community property, life estates, leaseholds, and rights and powers exercisable for his own benefit)	Nature of interest (specify all deeds and written instruments relating thereto)	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed on Schedule B-4	
336 E. 8th Street, Bloomsburg, PA (residential home)		\$ 30,000	00
65 acres located in Tioga County, Penna. including christmas trees		74,000	00
69 acres located in Sugarloaf Township, Columbia County, Penna. including nursery stock		56,500	00
Total		160,500	00

Schedule B-2 — Personal Property

Type of Property	Description and location	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed on Schedule B-4	
		Total \$	
a. Cash on hand		\$ 100	00
b. Deposits of money with banking institutions, savings and loan associations, brokerage houses, credit unions, public utility companies, landlords, and others		75	00
c. Household goods, supplies, and furnishings		300	00
d. Books, pictures, and other art objects; stamp, coin, and other collections	antique icebox, sword, flail, and other misc.	600	00
e. Wearing apparel, jewelry, firearms, sports equipment, and other personal possessions	4 shotguns, 3 rifles, 2 handguns	2,000	00
f. Automobiles, trucks, trailers, and other vehicles	1979 Ford pickup truck	500	00
g. Boats, motors, and their accessories		0	00

Schedule B-2 — Personal Property (Continued)

Type of property	Description and location	Market value of debtor's interest without deduction for secured claims listed on Schedule A-2 or exemptions claimed in Schedule B-4	
		\$	
a. Livestock, poultry, and other animals		0	00
b. Farming equipment, supplies and implements	sprayers, hand tools, and chain saws	400	00
c. Office equipment, furnishings, and supplies		0	00
d. Machinery, fixtures, equipment, and supplies (other than those listed in items j and l) used in business		0	00
e. Inventory		0	00
f. Tangible personal property of any other description		0	00
g. Patents, copyrights, licenses, franchises, and other general intangibles (specify all documents and writings relating thereto)		0	00
h. Government and corporate bonds and other negotiable and nonnegotiable instruments		0	00
i. Other liquidated debts owing debtor		0	00
j. Contingent and unliquidated claims of every nature, including counterclaims of the debtor (give estimated value of each)		0	00
k. Interests in insurance policies (name insurance company of each policy and itemize surrender or refund value of each)		0	00
l. Annuities (itemize and name each issuer)		0	00
m. Stock and interests in incorporated and unincorporated companies (itemize separately)	1 share of AT&T stock 1 share of Bell Atlantic stock 1 share of Agway stock	24 67 25	63 50 00
n. Interests in partnerships		0	00
o. Equitable and future interests, life estates, and rights or powers exercisable for the benefit of the debtor (other than those listed in schedule B-1) (specify all written instruments relating thereto)		0	00
Total		3,692	13

Schedule B-3 — Property Not Otherwise Scheduled

Type of property	Description, location, etc.	Market value of debtor's interest without deduction for secured claims listed in schedule A-2 or exemptions claimed in schedule B-4
Property transferred under assignment for benefit of creditors, within 120 days prior to filing of petition (specify date of assignment, name and address of assignee, amount realized therefrom by the assignee, and disposition of proceeds so far as known to debtor)		\$ 0 00
b. Property of any kind not otherwise scheduled		0 00
Total		0 00

Debtor selects the following property as exempt pursuant to ☒ 11 U.S.C. § 522(d) ☐ the laws of the State of.....

Schedule B-4 — Property Claimed as Exempt

Type of property	Location, description, and so far as relevant to the claim of exemption, present use of property	Specify statute creating the exemption	Value claimed exempt
\$7,500.00 in aggregate of real and personal property		522(d)(1)	\$ 7,500 00
Debtor's interest - \$1,200.00 and one motor vehicle			1,200 00
Debtor's interest in personalty - \$200.00			200 00
Life Insurance			Unknown
Social Security Benefits			
Health Aids			
Pension Benefits			
Disability			
Alimony			Unknown
Victim's Compensation			
Life Insurance Benefits			
Total			8,900 00

SUMMARY OF DEBTS AND PROPERTY

(From the statements of the debtor in Schedule A and B)

Schedule		Total
DEBTS		0.00
A-1/a,b	Wages, etc. having priority	0.00
A-1 (c)	Deposits of money	0.00
A-1/(d) 1	Taxes owing United States	0.00
A-1/(d) 2	Taxes owing states	0.00
A-1/(d) 3	Taxes owing other taxing authorities	24,799.31
A-2	Secured claims	53,008.09
A-3	Unsecured claims without priority	
Schedule A total		77,807.40
PROPERTY		
B-1	Real property (total value)	160,500.00
B-2/a	Cash on hand	100.00
B-2/b	Deposits	75.00
B-2/c	Household goods	300.00
B-2/d	Books, pictures, and collections	600.00
B-2/e	Wearing apparel and personal possessions	2,000.00
B-2/f	Automobiles and other vehicles	500.00
B-2/g	Boats, motors, and accessories	0.00
B-2/h	Livestock and other animals	0.00
B-2/i	Farming supplies and implements	400.00
B-2/j	Office equipment and supplies	0.00
B-2/k	Machinery, equipment, and supplies used in business	0.00
B-2/l	Inventory	0.00
B-2/m	Other tangible personal property	0.00
B-2/n	Patents and other general intangibles	0.00
B-2/o	Bonds and other instruments	0.00
B-2/p	Other liquidated debts	0.00
B-2/q	Contingent and unliquidated claims	0.00
B-2/r	Interests in insurance policies	0.00
B-2/s	Annuities	117.13
B-2/t	Interests in corporations and unincorporated companies	0.00
B-2/u	Interests in partnerships	0.00
B-2/v	Equitable and future interests, rights, and powers in personalty	0.00
B-3/a	Property assigned for benefit of creditors	0.00
B-3/b	Property not otherwise scheduled	0.00
Schedule B Total		164,192.13

UNSWORN DECLARATION UNDER PENALTY OF PERJURY

INDIVIDUAL(S): I (we) James Henry Crist and
 declare under penalty of perjury that I(we) have read the foregoing schedules, consisting of sheets, and
 that they are true and correct to the best of my (our) knowledge, information, and belief.

CORPORATION: I, the (insert president or other officer or an authorized agent)
 of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing schedules,
 consisting of sheets, and that they are true and correct to the best of my knowledge, information, and
 belief.

PARTNERSHIP: I, a (insert member or an authorized agent) of the
 partnership named as debtor in this case, declare under penalty of perjury that I have read the foregoing schedules,
 consisting of sheets, and that they are true and correct to the best of my knowledge, information, and
 belief.

Executed on: 4-6-87

19

Signature

Signature

re

James Henry Crist, Jim Crist Nurseries,
Crist Nurseries

Debtor*

Social Security No. 189-26-6047 Debtor's Employer's Tax I.D. No.

STATEMENT

Pursuant to Rule 2016(b)

The undersigned, pursuant to Rule 2016(b), Bankruptcy Rules, states that:

(1) The undersigned is the attorney for the debtor(s) in this case.

(2) The compensation paid or agreed to be paid by the debtor(s) to the undersigned is:

(a) for legal services rendered or to be rendered in contemplation of and in connection with this case

\$2,000.00.....

\$2,000.00.....

\$0.00.....

(b) prior to filing this statement, debtor(s) have paid

(c) the unpaid balance due and payable is

(3) \$500.00 of the filing fee in this case has been paid.

(4) The services rendered or to be rendered include the following:

(a) analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under Title 11 of the United States Code.

(b) preparation and filing of the petition, schedules, statement of affairs and other documents required by the court.

(c) representation of the debtor(s) at the meeting of creditors.

(5) The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and

(6) The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and

N/A

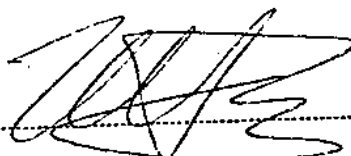
(7) The undersigned has received no transfer, assignment or pledge of property except the following for the value stated:

N/A

(8) The undersigned has not shared or agreed to share with any other person, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows: N/A

Dated: 4/6/87

Respectfully submitted,



Attorney for Petitioner

Attorney's name and address

Michael R. Lynn, Esquire, 115 Iron Street, Bloomsburg, PA 17815

In re James Henry Crist, Jim Crist Nurseries
Crist Nurseries

CASE NO.

Social Security No. 189-26-6047

Debtor's Employer's Tax I.D. No.

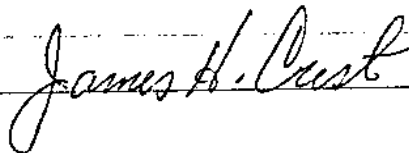
Debtor

STATEMENT
OF
EXECUTORY CONTRACTS

The Debtor, James Henry Crist, Jim Crist Nurseries and Crist Nurseries, is currently engaged in business, however, he has no executory contracts existing at this time.

Dated

4-6-87



Debtor

UNSWORN DECLARATION UNDER PENALTY OF PERJURY

INDIVIDUAL: I, James Henry Crist
penalty of perjury that the foregoing is true and correct.

the petitioner named in the foregoing petition, declare under

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

and

CORPORATION: I,
named as petitioner in the foregoing petition, declare under penalty of perjury that the foregoing is true and correct, and that the filing of this petition on behalf of the corporation has been authorized.

the

of the corporation

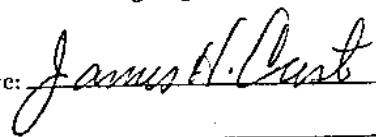
PARTNERSHIP: I,
as petitioner in the foregoing petition, declare under penalty of perjury that the foregoing is true and correct, and that the filing of this petition on behalf of the partnership has been authorized.

a member—an authorized agent—of the partnership named

Executed on

19

Signature:

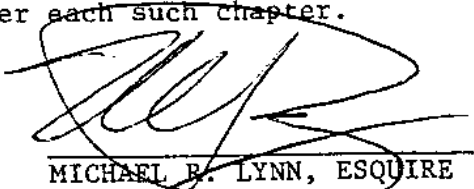


4-6-87

EXHIBIT B

I, Michael R. Lynn, the attorney for the Petitioner named in the foregoing Petition, declare that I have informed the Petitioner that he may proceed under Chapter 7 or 13 of Title 11, United States Code, and have explained the relief available under each such chapter.

Date: April 6, 1987


MICHAEL R. LYNN, ESQUIRE
Attorney for Petitioner

LIST OF LIENS

VERSUS

JAMES H. CRIST

Court of Common Pleas of Columbia County, Pennsylvania.

Pat Carlson	{	No. 1272	of	Term, 1985
		Real Debt	\$ 2,500.00	
		Interest from		
versus		Commission		
		Costs		
James H. Crist		Judgment entered	November 15, 1985	
		Date of Lien		
	Nature of Lien	Judgment Note		

Northern Central Bank	{	No. 946	of	Term, 1986
		Real Debt	\$ 19,184.57	
		Interest from		
versus		Commission		
		Costs		
James H. Crist		Judgment entered	October 23, 1986	
		Date of Lien		
	Nature of Lien	Default Judgment		

Northern Central Bank	{	No. 947	of	Term, 1986
		Real Debt	\$ 5,379.74	
		Interest from		
versus		Commission		
		Costs		
James H. Crist		Judgment entered	November 5, 1986	
		Date of Lien		
	Nature of Lien	Default Judgment		

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

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

MUNICIPAL AUTHORITY

Of The TOWN OF BLOOMSBURG

PENNSYLVANIA 17815

(717) 784-5422

February 25, 1987

Chairman
Charles C. Housenick II
Vice Chairman
Charles E. Long
Treasurer
Samuel R. Evans
Secretary-Asst. Treasurer
Gerald Depa
Solicitor
Charles B. Pursel

Board of Directors
Charles C. Housenick II
Charles E. Long
Richard Conner
Robert Linn
Samuel R. Evans

John R. Adler, Sheriff
P.O. Box 380
Bloomsburg, PA 17815

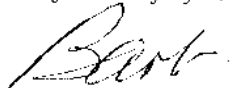
Dear Sheriff Adler:

In regard to your letter of February 24, 1987 concerning the sheriff sale of James Crist, 336-338 E. 8th Street, Bloomsburg, PA, the following bills of February 23, 1987 are unpaid but not delinquent as of this date.

The total amount due the Bloomsburg Municipal Authority is \$39.00.

Thank you for your assistance and cooperation.

Very truly yours,



Barbara Hunsinger
Municipal Authority
of the
Town of Bloomsburg

SEWER SERVICE

ADDRESS

JAMES CRIST
336 E EIGHTH ST

SEWER SERVICE 02/23/87

AC INT NO. 181,257 - 06

CURRENT BILLING PERIOD:

TO DEC. 31 ACTUAL READING
FROM: PREVIOUS READING
GALLONS

190300
187000
3300

PAST DUE BALANCE:

0.00

CURRENT CHARGES:

10.00

TOTAL:

10.00

BLOOMSBURG MUNICIPAL AUTHORITY
TOWN HALL, BLOOMSBURG, PA. 17815

INTEREST WILL BE CHARGED ON THE TOTAL AMOUNT PAYABLE AFTER
THE DUE DATE AT THE RATE OF ½% PER MONTH, AN ANNUAL RATE OF 6%

SEWER SERVICE BILL

DUE DATE

MAR. 23 87

TOTAL AMOUNT PAYABLE
AFTER DUE DATE

11.00

TOTAL

10.00

SEWER SERVICE

JAMES CRIST
338 E. 8TH ST.

SEWER SERVICE 02/23/87
ACCOUNT NO. 695,374 - 06

CURRENT BILLING PERIOD:

TO DEC. 31 ACTUAL READING
FROM: PREVIOUS READING
GALLONS

173000
158000
15000

PAST DUE BALANCE:

0.00

CURRENT CHARGES:

29.00

TOTAL:

29.00

BLOOMSBURG MUNICIPAL AUTHORITY
TOWN HALL, BLOOMSBURG, PA. 17815

INTEREST WILL BE CHARGED ON THE TOTAL AMOUNT PAYABLE AFTER
THE DUE DATE AT THE RATE OF ½% PER MONTH, AN ANNUAL RATE OF 6%

SEWER SERVICE BILL

DUE DATE

MAR. 23 87

TOTAL AMOUNT PAYABLE
AFTER DUE DATE

31.90

TOTAL

29.00

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 12 OF 1987 E.D. 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, APRIL 9, 1987

AT 10:30 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

ALL those two certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at a point in the southerly line of 8th Street, being the southwesterly corner of the intersection of 8th Street and Thornton's Alley; and running from thence in a southeasterly direction along the westerly side of Thornton's Alley, 147 feet more or less to the berm bank of the Pennsylvania Canal; thence along the same in a westwardly direction, 54 feet 10 inches more or less to a point in line of land now or formerly of William E. Hartman and wife; thence in a northwesterly direction 147 feet more or less to the southerly line of 8th Street; thence in an easterly direction along the southerly line of 8th Street, 32 feet 6 inches more or less to the place of beginning. Whereon is erected a 2-1/2 story double frame dwelling house and garage.

TRACT NO. 2 - BEGINNING at the northwest corner of the intersection of Thornton's Alley and Canal Street; thence by the northern side of said Canal Street, south 81 degrees 15 minutes west, 54 feet 10 inches to line of land now or formerly of Robert and Mary A. McCarty; thence by the same, in a northwesterly direction, 58 feet 11 inches to the southwest corner of other land of Elizabeth Gruber; thence by the same in a northeasterly direction 54 feet 10 inches to the western side of Thornton's Alley; and thence by the western side of said alley in a southerly direction, 59 feet 10 inches to the northern side of Canal Street, the place of beginning.

TOGETHER with the improvements erected upon the parcel of land above described consisting of a two story frame double house and being located at 336-338 East Eighth Street, Bloomsburg, Pennsylvania

UNDER AND SUBJECT to certain restrictions and reservations as set forth in the chain of title.

BEING the same premises granted and conveyed unto James H. Crist by deed of 200 P. Crist, single, dated January 11, 1972 and recorded in the Register and Recorder's Office of Columbia County, Pennsylvania, in Deed Book 254, Page 746.

SEIZED AND TAKEN into execution at the suit of NORTHERN CENTRAL BANK vs JAMES H. CRIST, under a judgment entered against him on October 23, 1986 in the Court of Common Pleas of Columbia County to No. 946-1986.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check Time of Sale. Balance Cash or Certified Check within (8) eight days after Sale.

WILLIAM L. KNECHT
ATTORNEY

TO BE SOLD BY:
JOHN R. ADLER, SHERIFF

TAX NOTICE

BLOOMSBURG

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN
TOWN HALL 301 E MAIN ST
BLOOMSBURG, PA. 17815

HOURS WEEKDAYS 9 TO 12, 1 TO 5
CLOSED WED AT NOON, OPEN SAT
9 TO 12 DURING DISCOUNT
PHONE 784-1581 CLOSED HOLIDAYS

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M CRIST, JAMES H
A 336 EAST EIGHTH STREET
L BLOOMSBURG, PA 17815
T
O

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

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	DATE	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	3000	23.00	67.62	03/01/87	69.00	75.90
TWP/BORO R.E.		30.00	88.20		90.00	99.00
FIRE		1.00	2.94		3.00	3.30
DEBT SERVICE		6.00	17.64		18.00	19.80

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE

**PAY THIS
AMOUNT**



176.40 APR 30 IF PAID ON OR BEFORE
180.00 JUN 30 IF PAID ON OR BEFORE
198.00 JULY 1 IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 10%

ACCT NO. 18087
PARCEL 05E-02-147
336-338 EAST EIGHTH STREET
L-36.2X217.5AV 200
BUILDINGS 2,800

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 3,000

THIS TAX RETURNED
TO COURT HOUSE
JANUARY 22, 1988

TAX NOTICE

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN
TOWN HALL 301 E MAIN ST
BLOOMSBURG, PA. 17815

HOURS

WEEKDAYS 9 TO 12, 1 TO 5
CLOSED WED AT NOON, OPEN SAT
9 TO 12 DURING DISCOUNT
PHONE 784-1581 CLOSED HOLIDAYS

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A CRIST, JAMES H
L 336 EAST EIGHTH STREET
T BLOOMSBURG, PA 17815
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IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	DATE	BILL NO.
COUNTY R.E.	3000	22.00	64.68	66.00	03/01/86	00628
TWP/BORO R.E.		30.00	88.20	90.00		
FIRE		1.00	2.94	3.00		
DEBT SERVICE		3.00	8.82	9.00		
				72.60		
				99.00		
				3.30		
				9.90		

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

164.64
IF PAID ON OR BEFORE

168.00
IF PAID ON OR BEFORE

184.80
IF PAID AFTER

THIS TAX RETURNED TO TOWN OF BLOOMSBURG, PA DEC 31 1986

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 10%
ACCT NO. 18087
PARCEL 05E-02-147
336-338 EAST EIGHTH STREET
L-36.2X217.5AV
BUILDINGS
200

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 2,800

PAID TO TOWN OF BLOOMSBURG, PA DEC 31 1986
GERALDINE S. KERN
TAX COLLECTOR

FOR BLOOMSBURG AREA SCHOOL DISTRICT

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	DATE	BILL NO.
SCHOOL R.E.	3000	17.00	543.92	351.00	07/01/86	00630
				386.10		

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

543.93
AUG 31
IF PAID ON OR BEFORE

551.00
OCT 31
IF PAID ON OR BEFORE

586.10
NOV 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION
SCHOOL 10%

ACCT NO. 18087
PARCEL 05E-02-147
336-338 EAST EIGHTH STREET
L-36.2X217.5AV
BUILDINGS

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
TOTAL 2,800
PAID TO TOWN OF BLOOMSBURG, PA DEC 31 1986
GERALDINE S. KERN

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

James H. Crist

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 6th day of April
A.D., 19 87.

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this FOURTH day of SEPTEMBER 1980 between the Mortgagor, JAMES H. CRIST, 336 East Eighth Street, Bloomsburg, Columbia County, Pennsylvania, (herein "Borrower"), and the Mortgagee, NORTHERN CENTRAL BANK, a corporation organized and existing under the laws of the United States, whose address is State Street, Millville, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty thousand (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 4, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 4, 1995.

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 located in the County of Columbia, State of Pennsylvania:

ALL THOSE TWO (2) certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at a point in the southerly line of Eighth Street, being the southwesterly corner of the intersection of Eighth Street and Thornton's Alley, and running from thence in a southeasterly direction along the westerly side of Thornton's Alley, 147 feet, more or less, to the berm bank of the Pennsylvania Canal; thence along the same in a westwardly direction, 54 feet 10 inches, more or less, to a point in line of land now or formerly of William E. Hartman and wife; thence in a northwesterly direction, 147 feet, more or less, to the southerly line of Eighth Street; thence in an easterly direction along the southerly line of Eighth Street, 32 feet 6 inches, more or less, to the place of beginning. Whereon is erected a 2-1/2 story double frame dwelling house and garage.

TRACT NO. 2 - BEGINNING at the northwest corner of the intersection of Thornton's Alley and Canal Street, thence by the northern side of said Canal Street, South 81 degrees 15 minutes West, 54 feet 10 inches to line of land now or formerly of Robert and Mary A. McCarty; thence by the same, in a northwesterly direction, 58 feet 11 inches to the southwest corner of other land of Elizabeth Gruber; thence by the same in a north-easterly direction, 54 feet 10 inches to the western side of Thornton's Alley; and thence by the western side of said alley in a southerly direction, 59 feet 10 inches to the northern side of Canal Street, the place of beginning.

UNDER AND SUBJECT to certain restrictions and reservations as more fully and at large set forth in the chain of title.

BEING the same premises which Zoe P. Crist, single, by deed dated January 11, 1972 and recorded in Deed Book Volume 254, page 746, granted and conveyed unto James H. Crist, mortgagor herein.

which has the address of 336-338 East Eighth Street, Bloomsburg,
(Street) (City)
Pennsylvania 17815 (herein "Property Address");
(State and Zip Code)

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, or in an attorney's Certificate of Title.

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 in 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 T. Wright

James H. Crist

—Borrower

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 4th day of September, 1980, before me, a Notary Public, the undersigned officer, personally appeared James H. Crist, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

My Commission expires: My Commission Expires June 21, 1981

Ruby J. Quinn

Title of Officer



I HEREBY CERTIFY that the precise residence of the Mortgagee and person entitled to interest on mortgage is State Street, Millville, PA.,

Attorney for Mortgagee

(Space Below This Line Reserved For Lender and Recorder)

*Lender hereby waives its rights under Uniform Covenant No. 2 unless borrower (s) elects to deposit such funds as described therein on a voluntary basis. If borrower(s) so elects now at some future date, this waiver becomes null and void.

Recorded in Columbia County
Mtg. Bk. 201, page 3 on
September 9, 1980 at 9:32 a.m.

Beverly J. Michael, Acting Recorder

#137
RECEIVED RECORDER
COLUMBIA CO., PA.
TAX \$20 FEE \$200
SEP 9 9 32 AM '80
J.E.K.

SECOND
MORTGAGE

THIS MORTGAGE is made this 5th day of August 1983, between the Mortgagor, JAMES H. CRIST, 336 East Eighth Street, Bloomsburg, PA, Columbia County, (herein "Borrower"), and the Mortgagee, NORTHERN CENTRAL BANK, a corporation organized and existing under the laws of Pennsylvania, whose address is, State Street, Millville, PA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Six Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 1988

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 located in the County of Columbia, State of Pennsylvania: ALL THOSE TWO (2) certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at a point in the southerly line of Eighth Street, being the southwesterly corner of the intersection of Eighth Street and Thornton's Alley, and running from thence in a southeasterly direction along the westerly side of Thornton's Alley, 147 feet, more or less, to the berm bank of the Pennsylvania Canal; thence along the same in a westwardly direction, 54 feet 10 inches, more or less, to a point in line of land now or formerly of William E. Hartman and wife; thence in a northwesterly direction, 147 feet, more or less, to the southerly line of Eighth Street; thence in an easterly direction along the southerly line of Eighth Street, 32 feet 6 inches, more or less, to the place of beginning. Whereon is erected a 2 1/2 story double frame dwelling house and garage.

TRACT NO. 2 - BEGINNING at the northwest corner of the intersection of Thornton's Alley and Canal Street, thence by the northern side of said Canal Street, South 81 degrees 15 minutes West, 54 feet 10 inches to line of land now or formerly of Robert and Mary A. McCarty; thence by the same, in a northwesterly direction, 58 feet 11 inches to the southwest corner of other land of Elizabeth Gruber; thence by the same in a northeasterly direction, 54 feet 10 inches to the western side of Thornton's Alley; and thence by the western side of said alley in a southerly direction, 59 feet 10 inches to the northern side of Canal Street, the place of beginning.

UNDER AND SUBJECT to certain restrictions and reservations as more fully and at large set forth in the chain of title.

BEING the same premises which Zoe P. Crist, single, by deed dated January 11, 1972, and recorded in Deed Book Volume 254, page 746, granted and conveyed unto James H. Crist, mortgagor herein.

which has the address of 336-338 East 8th Street, Bloomsburg (City)
Pennsylvania 17815 (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 seised 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, or in an attorney's Certificate of Title.

PENNSYLVANIA—1 to 4 Family—6/75—FNUA/FNUC UNIFORM INSTRUMENT

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 attach 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 attach 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 Reinstate.** 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 T. Wright

James H. Crist

—Borrower

—Borrower

COMMONWEALTH OF PENNSYLVANIA, County ss:

On this, the 5th day of August, 1983, before me,
..... the undersigned officer, personally appeared James H. Crist
..... known to me (or satisfactorily
proven) to be the person whose name subscribed to the within instrument and acknowledged that
..... executed the same for the purposes herein contained.

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

My Commission expires:

MY COMMISSION EXPIRES
JUNE 21, 1986

Ruby J. Quinn

Title of Officer



(Space Below This Line Reserved For Lender and Recorder)

*Lender hereby waives its rights under Uniform Covenant No. 2 unless borrower (s) elects to deposit such funds as described therein on a voluntary basis. If borrower (s) so elects now or at some future date, this waiver becomes null and void.

Recorded in Columbia County Record Book 321,
page 941 on August 15, 1983 at 11:30 a.m.

Beverly J. Michael
Acting Recorder

#205
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$3.50
AUG 15 11 30 AM '83

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. 12 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Marcy 9, 1987, 9:28 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF James Crist
336-338 E. 8th St., Bloomsburg, PA 17815
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF James Dent

SO ANSWERS:

James Dent /sb
Deputy Sheriff

FOR:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me this
12th day of March 1987

Barbara M. Silvette Chyde
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania



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

Reply To:

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

LeRoy S. Zimmerman
ATTORNEY GENERAL


February 25, 1987

Connie Breech, Deputy
Columbia County Sheriff's Office
Court House - P.O. Box 380
Bloomsburg, PA 17815

Dear Deputy Breech:

I find no claims against John H. Crist in the records of cases referred to the Collections Unit of the Office of Attorney General for enforcement.

Very truly yours,



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

TCZ/kf

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. 12 of 1987 E.D.

WRIT OF EXECUTION

SERVICE ON JAMES CRIST

ON 2/23/87 AT 14:50hrs, 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, JAMES CRIST at 336 EAST EIGHTH
STREET, BLOOMSBURG, PA. by HANDING TO HIM

PERSONALLY BY DEPUTY JIM DENT

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

So Answers!

[Signature]
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 24th day of Feb. 1987

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

LAW OFFICES

McCORMICK, REEDER, NICHOLS, SARNO, BAHL & KNECHT

835 WEST FOURTH STREET

P O BOX 577

WILLIAMSPORT, PENNSYLVANIA 17703

717/326-5131

PAUL W. REEDER
WILLIAM E. NICHOLS
DAVID R. BAHL
WILLIAM L. KNECHT
JOHN E. PERSON III
J. DAVID SMITH
ROBERT A. ECKENRODE
CAROL L. CATHERMAN
CYNTHIA E. RANCK

PLEASE REPLY TO
P O BOX 577

H. CLAY McCORMICK
COUNSEL TO THE
FIRM

ROBERT J. SARNO
1967-1982

February 19, 1987

RE: NORTHERN CENTRAL BANK VS. JAMES H. CRIST
NO. 947 - 1986

Tami B. Kline, Prothonotary
Columbia County Court House
Bloomsburg, PA 17815

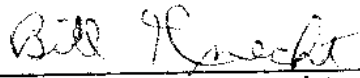
Dear Ms. Kline:

Enclosed for filing please find the original of an Affidavit of Non-Military Service, an Affidavit of Whereabouts of Defendant and Waiver of Watchman, along with a copy of each document to be filed stamped and forwarded to your Sheriff's office just as soon as possible.

Very truly yours,

McCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By


William L. Knecht

WLK:rrh

Enclosures

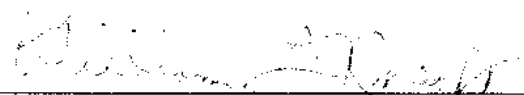
cc. Connie Breech, Columbia County Sheriff's Office

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
JAMES H. CRIST, :
Defendant : NO. 947 - 1986

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LYCOMING : SS

WILLIAM L. KNECHT, ESQUIRE, attorney for the Plaintiff,
Northern Central Bank, being duly sworn according to law,
deposes and says that to the best of his knowledge, information
and belief, the Defendant, James H. Crist, is not in the military
service of the United States of America, or any state or territory
thereof, or its allies, and is in no wise subject to the
provisions of the Soldiers' and Sailors' Civil Relief Act of 1940,
and its amendments. To the contrary, it is believed that the
Defendant resides at 336 East Eighth Street, Bloomsburg,
Columbia County, Pennsylvania 17815.


William L. Knecht

Sworn to and subscribed
before me this 18th day
of February, 1987.



Notary Public

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
vs. : CIVIL ACTION - LAW
JAMES H. CRIST, :
Defendant : NO. 947 - 1986

AFFIDAVIT OF WHEREABOUTS OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LYCOMING : SS

WILLIAM L. KNECHT, ESQUIRE, attorney for the Plaintiff,
Northern Central Bank, being duly sworn according to law,
deposes and says that to the best of his knowledge, information
and belief, the Defendant, James H. Crist, resides at 336 East
Eighth Street, Bloomsburg, Columbia County, Pennsylvania 17815.



William L. Knecht

Sworn to and subscribed
before me this 18th day
of February, 1987.



Notary Public

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
 :
vs. : CIVIL ACTION - LAW
 :
JAMES H. CRIST, :
Defendant : NO. 947 - 1986

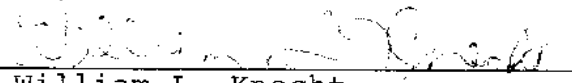
WAIVER OF WATCHMAN

The Plaintiff, Northern Central Bank, by and through its attorney, William L. Knecht, Esquire, does hereby request that the Columbia County Sheriff make a levy upon the real estate owned by James H. Crist as more specifically described in the Writ of Execution heretofore filed and to post the same for Sheriff Sale.

Upon levy and posting as aforesaid, the Columbia County Sheriff shall have no further responsibility to watch over the real estate or to obtain any type of insurance with respect to the same.

McCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By


William L. Knecht
Attorney for Plaintiff
835 W. 4th St., P.O. Box 577
Williamsport, PA 17703
Telephone: (717) 326-5131

DATED: February 18, 1987.

NORTHERN CENTRAL BANK, : IN THE COURT OF COMMON PLEAS OF
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA
: :
vs. : CIVIL ACTION - LAW
: :
JAMES H. CRIST, : NO. 947-1986
Defendant : 12 1987

NOTICE PURSUANT TO
P.R.C.P. 3129 (b) (2)

TO: JAMES H. CRIST, Defendant in the above-captioned matter and owner, or reputed owner of the real estate hereinafter described and the following lienholder:

Pat Carlson
R. D. #6, Box 387
Danville, PA 17821

YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County upon a judgment obtained in the above stated mortgage foreclosure action, and directed to the Sheriff of Columbia County will expose to public sale at the Columbia County Court House, Sheriff's Office, Bloomsburg, Pennsylvania, on the 7 day of April, 1987, at 10 o'clock A.M. the real estate and the improvements erected thereon, if any, described in Exhibit "A" attached hereto and made a part of this Notice.

You are further notified that a schedule of proposed distribution of proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within thirty (30) days of the sale date and that distribution of said

proceeds will be made in accordance with said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By William L. Knecht
William L. Knecht, Esquire
I. D. No. 06794
Attorney for Plaintiff

DESCRIPTION FOR SHERIFF IN WRIT OF EXECUTION NO.
AGAINST JAMES H. CRIST.

ALL those two certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

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TRACT NO. 2 - BEGINNING at the northwest corner of the intersection of Thornton's Alley and Canal Street; thence by the northern side of said Canal Street, south 81 degrees 15 minutes west, 54 feet 10 inches to line of land now or formerly of Robert and Mary A. McCarty; thence by the same, in a northwesterly direction, 58 feet 11 inches to the southwest corner of other land of Elizabeth Gruber; thence by the same in a northeasterly direction 54 feet 10 inches to the western side of Thornton's Alley; and thence by the western side of said alley in a southerly direction, 59 feet 10 inches to the northern side of Canal Street, the place of beginning.

TOGETHER with the improvements erected upon the parcel of land above described consisting of a two story frame double house and being located at 336-338 East Eighth Street, Bloomsburg, Pennsylvania.

BEING the same premises granted and conveyed unto James H. Crist by deed of Zoe P. Crist, single, dated January 11, 1972 and recorded in the Register and Recorder's Office of Columbia County, Pennsylvania, in Deed Book 254, Page 746.

UNDER AND SUBJECT to certain restrictions and reservations as set forth in the chain of title.

EXHIBIT "A"

SEIZED, taken in execution and to be sold as the property
of James H. Crist under a judgment entered against him on
October 23, 1986 in the Court of Common Pleas of Columbia County
to No. 946-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By William L. Knecht
William L. Knecht
Attorney for Plaintiff

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-764-1991

February 23, 1987

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

Dear Sue;

Enclosed are notice's for two upcoming Sheriff's Sales to be held on April 9, 1987. They are the properties of James Crist & Gary & Janet Brown. Please advertise these sales on March 19, 26 & April 2, 1987. If you have any questions please feel free to contact our office. Thank You.

CSB
Enc.2

Sincerely,

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

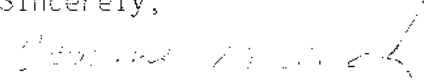
BLOOMSBURG WATER CO.
235 MARKET STREET
BLOOMSBURG, PA. 17815

Dear Sir/Madam;

Enclosed is a notice for Sheriff's Sale to be held in our office on April 9, 1987 at 10:30 A.M. Please notify our office if you have any claims. Thank You.

CSB
Enc.

Sincerely,


- Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-724-1991

MUNICIPAL AUTH.
ATT: BARBARA HUNSINGER
TOWN HALL
BLOOMSBURG, PA. 17815

Dear Barb;

Enclosed is a notice for Sheriff's Sale to be held in our office on April 9, 1987 at 10:30 A.M. Please notify our office if you have any claims. Thank You.

CSB
Enc.

Sincerely,

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

GERALDINE S. KERN
TOWN OF BLOOMSBURG TAX COLLECTOR
301 EAST SECOND ST.
BLOOMSBURG, PA. 17815

Dear Ms. Kern;

Enclosed is a notice for Sheriff's Sale to be held in our office on April 9, 1987 at 10:30 A.M. Please notify our office if you have any claims. Thank You.

CSB
Enc.

Sincerely,

Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 360
BLOOMSBURG, PA. 17815

PHONE:
717-784-1991

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

Dear Sir/Madam;

Enclosed is notice for Sheriff's Sale to be held in our office on April 9, 1987 at 10:30 A.M. Please notify our office if you have any claims. Thank You.

CSB
Enc.

Sincerely,

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

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

Dear Mr. Zerbe;

Enclosed is a notice for a Sheriff's Sale to be held in our office on April 9, 1987 at 10:30 A.M. Please notify our office if you have any claims. Thank You.

CSB
Enc.

Sincerely,
Connie Breech
Connie Breech, Deputy

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

NORTHERN CENTRAL BANK,

Plaintiff

vs

JAMES H. CRIST,

Defendant

IN THE COURT OF COMMON PLEAS OF
~~LYCOMING~~ COUNTY, PENNSYLVANIA
COLUMBIA

Exec. No. 12 Term 1987

Orig. No. 946-1986 Term 19

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of ~~Lycoming~~
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):

See attached Exhibit "A"

Amount Due \$ 19,184.57

Interest from 10/22/86 \$ 588.21

through 2/10/87

Total

\$ 19,184.57

Plus costs as endorsed.

Dated 2-12-87

(SEAL)

Prothonotary, Common Pleas Court of
~~Lycoming~~ County, Penna.
Columbia

By:

Helen K. Linn

Deputy

DESCRIPTION FOR SHERIFF IN WRIT OF EXECUTION NO.
AGAINST JAMES H. CRIST.

ALL those two certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

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TOGETHER with the improvements erected upon the parcel of land above described consisting of a two story frame double house and being located at 336-338 East Eighth Street, Bloomsburg, Pennsylvania.

BEING the same premises granted and conveyed unto James H. Crist by deed of Zoe P. Crist, single, dated January 11, 1972 and recorded in the Register and Recorder's Office of Columbia County, Pennsylvania, in Deed Book 254, Page 746.

UNDER AND SUBJECT to certain restrictions and reservations as set forth in the chain of title.

EXHIBIT "A"

SEIZED, taken in execution and to be sold as the property of James H. Crist under a judgment entered against him on October 23, 1986 in the Court of Common Pleas of Columbia County to No. 946-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By William L. Knecht
William L. Knecht
Attorney for Plaintiff

VS.

: IN THE COURT OF COMMON PLEAS
: OF ~~LYCOMING~~ COUNTY, PENNSYLVANIA
: COLUMBIA
: CASE NO.
:
: CLAIM FOR EXEMPTION

JAMES H. CRIST,
Defendant

o the Sheriff of ~~Lycoming~~ County:
COLUMBIA

I, the above-named defendant, claim exemption of property from levies and attachment:

1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind):

☐ (ii) paid in cash following the sale of the property levied upon;

OR

(b) I claim the following exemption (specify property and basis of exemption):

2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ☐ in cash; ☐ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at

(telephone).

(Address)

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

(Defendant)

(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE SHERIFF OF COLUMBIA COUNTY:

COLUMBIA COUNTY COURT HOUSE

BLOOMSBURG, PA. 17815

Telephone: (717) 784-1991 - Ext. 210

NORTHERN CENTRAL BANK,

Plaintiff

VS.

JAMES H. CRIST,

Defendant

IN THE COURT OF COMMON PLEAS

XXX COUNTY, PA

COLUMBIA

CASE NO.

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 legal 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 certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. A summary of some of the major exemptions follows. You may have other exemptions or rights.

If you have an exemption, you should do the following promptly:

- (1) Fill out the attached claim form and demand for a prompt hearing.
- (2) Deliver the form or mail to to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your 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.

SUSQUEHANNA LEGAL SERVICES

R. D. #4

Bloomsburg, PA 17815

Telephone: (717) 784-8760

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption.
2. Bibles, school books, sewing machines, uniforms, and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forced benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 947-1986
JAMES H. CRIST,	:	
Defendant	:	

AFFIDAVIT PURSUANT TO RULE 3129

WILLIAM L. KNECHT, ESQUIRE, Attorney for Plaintiff in the above action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located at 336-338 East Eighth Street, Bloomsburg, Pennsylvania, as more particularly described on Exhibit "A" attached hereto.

1. Name and address of Owners or Reputed Owners:

James H. Crist
336 East Eighth Street
Bloomsburg, PA 17815

2. Name and address of Defendant in the judgment:

James H. Crist
336 East Eighth Street
Bloomsburg, PA 17815

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

Pat Carlson	Northern Central Bank
R. D. #6, Box 387	State Street
Danville, PA 17821	Millville, PA 17846

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

Northern Central Bank
State Street
Millville, PA 17846

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:

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:

NONE

I verify that the statements made in the 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.



William L. Knecht, Esquire
Attorney for Plaintiff

DESCRIPTION FOR SHERIFF IN WRIT OF EXECUTION NO.
AGAINST JAMES H. CRIST.

ALL those two certain lots or pieces of land situate in the Town of Bloomsburg, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

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TOGETHER with the improvements erected upon the parcel of land above described consisting of a two story frame double house and being located at 336-338 East Eighth Street, Bloomsburg, Pennsylvania.

BEING the same premises granted and conveyed unto James H. Crist by deed of Zoe P. Crist, single, dated January 11, 1972 and recorded in the Register and Recorder's Office of Columbia County, Pennsylvania, in Deed Book 254, Page 746.

UNDER AND SUBJECT to certain restrictions and reservations as set forth in the chain of title.

EXHIBIT "A"

SEIZED, taken in execution and to be sold as the property of James H. Crist under a judgment entered against him on October 23, 1986 in the Court of Common Pleas of Columbia County to No. 946-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By William L. Knecht
William L. Knecht
Attorney for Plaintiff

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
JAMES H. CRIST,	:	NO. 947-1986
Defendant	:	

NOTICE PURSUANT TO
P.R.C.P. 3129 (b) (2)

TO: JAMES H. CRIST, Defendant in the above-captioned matter and owner, or reputed owner of the real estate hereinafter described and the following lienholder:

Pat Carlson
R. D. #6, Box 387
Danville, PA 17821

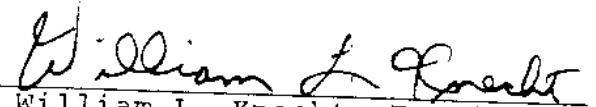
YOU ARE HEREBY NOTIFIED that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County upon a judgment obtained in the above stated mortgage foreclosure action, and directed to the Sheriff of Columbia County will expose to public sale at the Columbia County Court House, Sheriff's Office, Bloomsburg, Pennsylvania, on the _____ day of _____, 1987, at _____ o'clock ____ M. the real estate and the improvements erected thereon, if any, described in Exhibit "A" attached hereto and made a part of this Notice.

You are further notified that a schedule of proposed distribution of proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within thirty (30) days of the sale date and that distribution of said

proceeds will be made in accordance with said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By



William L. Knecht, Esquire

I. D. No. 06794

Attorney for Plaintiff

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MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By William L. Knecht
William L. Knecht
Attorney for Plaintiff

LAW OFFICES

McCORMICK, REEDER, NICHOLS, SARNO, BAHL & KNECHT

835 WEST FOURTH STREET

P.O. BOX 577

WILLIAMSPORT, PENNSYLVANIA 17703

717/328-5131

PAUL W. REEDER
WILLIAM E. NICHOLS
DAVID R. BAHL
WILLIAM L. KNECHT
JOHN E. PERSON III
J. DAVID SMITH
ROBERT A. ECKENRODE
CAROL L. CATHERMAN
CYNTHIA E. RANCK

PLEASE REPLY TO
P.O. BOX 577

H. CLAY McCORMICK
COUNSEL TO THE
FIRM

ROBERT J. SARNO
1987-1982

February 10, 1987

RE: NORTHERN CENTRAL BANK VS. JAMES H. CRIST

Tami B. Kline, Prothonotary
Columbia County Court House
Bloomsburg, PA 17815

COPY

Dear Ms. Kline:

Enclosed for filing please find a Praecipe for Writ of Execution, Original and three (3) copies of a Writ of Execution, Notice Pursuant to P.R.C.P. 3129 (b)(2), Affidavit Pursuant to Rule 3129 and Notice of Sheriff's Sale of Real Property.

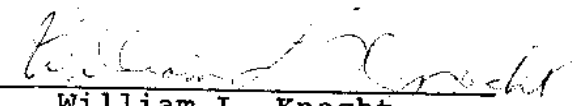
Also enclosed, please find our firm check in the amount of \$15.00 to cover the filing cost and a check in the amount of \$500.00, payable to your sheriff as security for his costs.

In addition, please find copies of all of the documents to be forwarded to the sheriff's office.

Very truly yours,

McCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By


William L. Knecht

WLK:rrh

Enclosures

cc. Sheriff John Adler ✓

Dear Sheriff Adler:

✓ Would you please insert the date and time of the Sheriff's Sale in the Notice Pursuant to P.R.C.P. 3129 (b)(2) and on the Notice of Sheriff Sale of Real Property prior to these documents being served on the appropriate parties.



WILLIAMSPORT, PA. 17701
LOAN DEPARTMENT

No. 145343

60-196

313

DATE
11/24/86

AMOUNT
\$500.00

Pay Five-hundred and no/100 dollars

TO THE
ORDER
OF:

NORTHERN CENTRAL BANK

Columbia County Sheriff's Department

1145343

NORTHERN CENTRAL BANK

Ray N. Red

AUTHORIZED SIGNATURE

PAYEE:

No. 145343

DATE	DESCRIPTION	AMOUNT
11/24/86	Foreclosure action against James H. Crist Off. #17 Acct. #108-985-3 & ILD# 18-000-1398-1 Sheriff's costs.	\$500.00

11/24/86 LOAN DEPARTMENT

DETACH BEFORE DEPOSITING