

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

April 21, 1987

Michael Irey
227 Market St.
Bloomsburg, PA 17815

Dear Mike:

Enclosed is a check for \$30.00 for solicitor services for the Sheriff Sale for Northern Central Bank vs. Gary W. & Janet M. Brown held in our office on April 9, 1987.

We appreciate your cooperation in this matter.

Sincerely,

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 21, 1987

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

Dear Sir:

Enclosed is a check in the amount of \$194.00 for the advertising of the Sheriff Sale for Northern Central Bank vs. Gary W. Brown and Janet M. Brown.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

6. 17. 1980

B 17

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 2-1-80

DOCKET AND INDEX 17

SET FILE FOLDER UP 2-1-80

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 2-1-80

POST ALL DATES ON CALANDER ✓

* SET SALE DATE AT LEAST 2MONTHS 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 2-1-80

* 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 previos 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 RECIEPT 2-1-80

* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 2-1-80

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 2-1-80

SHERIFF'S SALE OUTLINE ('TSALE BILLSSEND DESCRIPTION TO PRINTER 234 0.27** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONSSEND NOTICE TO PRESS DIRECTING WHEN TO ADV. 23SEND NOTICES TO LOCAL TAX COLLECTORS 24NOTICES TO WATER AND SEWER AUTH. 25SEND NOTICES TO FEDERAL AND STATE TAX AUTH 26IF BUSINESS SEND COPY TO SBA AUTH. 27HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE 28TAX CLAIM OFFICE 29TAX ASSESSMENT OFFICE 30PROTH OFFICE(post on board) 31POST IN FRONT LOBBY 32POST IN SHERIFF'S OFFICE 33SEND COPY TO ATTY 34POST PROPERTY ACCORDING TO DATE SET 35SEND RETURN OF POSTING TO ATTY 36DOCKET ALL COSTS 37PREPARE COST SHEET 2 DAYS BEFORE SALE 38* BE SURE ALL COSTS ARE RECEIVED 39PREPARE FINAL COSTS SHEET DAY OF SALE 40HOLD SALE 41POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE 42PAY DISTRIBUTION ACCORDING TO DATE 43

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

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT 44PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED 45WHEN DEED IS RECORDED SEND TO BUYER 46FILE FOLDER 47

COLUMBIA COUNTY SHERIFF

Seven Hundred Dollars and 74/100

TO THE
P.O. Box 380
OF
Bloomsburg, PA 17815

1772757 031301969 652 180 1

PAYEE:

No. 172757

4/9/87

COLUMBIA COUNTY SHERIFF/MONIES DUE ON SHERIFF SALE
NORTHERN CENTRAL BANK VS. GARY W. & JANET M. BROWN.

\$700.74

N.C.B. LOAN DEPARTMENT

DETACH BEFORE DEPOSITING

LIEN CERTIFICATE

Date March 4, 1987

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1986, in Greenwood Twp. are as follows:

Owner or Reputed Owner: Brown, Gary W. & Janet M.

Former Owner: Kessler, Warren & Marcia

Parcel No. 17-02-7 Deed & Page 323-732

Description 0.3 Ac., Bldgs.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985	29.68	4.74	189.65	224.07
1986	33.40	4.35	189.75	227.50
TCB FEE				10.00
				16.55
TOTAL				478.12

The above figures represent the amounts due during the month of April 1987

Requested by: John Adler, Sheriff

Fee \$ 5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

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

1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.		2. <input type="checkbox"/> Restricted Delivery.	
3. Article Addressed to: GARY W. BROWN 112 EAST THIRD ST. BLOOMSBURG, PA. 17815		4. Article Number P 264 196 351	
5. Signature — Addressee X <i>Janet M. Brown</i>		6. Signature — Agent X	
7. Date of Delivery 2-25-87		8. Addressee's Address (ONLY if requested and fee paid)	
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail		Always obtain signature of addressee or agent and DATE DELIVERED.	
Insured <input type="checkbox"/> COD			

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:

FINANCE AMERICA
116 NORTH FIFTH STREET
P.O. BOX 495
READING, PA. 19603

4. Article Number
P 264 196 348

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X *[Signature]*

6. Signature — Agent
X *[Signature]*

7. Date of Delivery
2-25-87

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

PA
1961
PM
RECEIVED

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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:

COMM. OF PA. DEPT. OF REVENUE
BUREAU OF ACCOUNTS SETTLEMENT
P.O. BOX 2055
HARRISBURG, PA. 17105

4. Article Number
P264 196 344

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 *Richard Williams*

7. Date of Delivery
FEB 25 1987

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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:

JANET M. BROWN
112 EAST THIRD STREET
BLOOMSBURG, PA. 17815

4. Article Number
P 264 196 350

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail

Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
X *Janet M. Brown*

6. Signature — Agent
X

7. Date of Delivery
2-25-87

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

Delivered to addressee or agent for additional service(s) requested. Postmaster for fees and check box(es) for additional service(s) requested.

1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.		2. <input type="checkbox"/> Restricted Delivery.	
3. Article Addressed to: MILLIE PETERMAN GREENWOOD TWP. TAX COLLECTOR R.D.#2, BOX 292 MILLVILLE, PA. 17846		4. Article Number P 264 196 346	
5. Signature — Addressee X		6. Signature — Agent X	
7. Date of Delivery 2/25/87		8. Addressee's Address (ONLY if requested and fee paid)	
Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail		Type of Service: <input type="checkbox"/> Insured <input type="checkbox"/> COD	
Always obtain signature of addressee or agent and DATE DELIVERED.			

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:
COLUMBIA COUNTY TAX CLAIM 13
P.O. BOX 380
BLOOMSBURG, PA. 17815

4. Article Number
P 264 196 347

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 *Elmer C. Reed*

7. Date of Delivery
FEB 25 1987

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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:
NORTHERN CENTRAL BANK 13
ATT: MR. JAKE TRUMP
STATE STREET
MILLVILLE, PA. 17846

4. Article Number
P 264 196 349

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 *Nelly Watts*

7. Date of Delivery
2/25/87

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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:
THOMAS C. ZERBE, JR. 13
DEPUTY ATTORNEY GENERAL
COLLECTIONS UNIT
FOURTH AND WALNUT STS.
HARRISBURG, PA. 17120

4. Article Number
P 264 196 345

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 *Thomas C. Zerbe, Jr.*

7. Date of Delivery
FEB 25 1987

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

LAW OFFICES
HUMMEL, JAMES & MIHALIK
29 EAST MAIN STREET
BLOOMSBURG, PENNSYLVANIA
17815-1898
717-784-7367

Cleveland C. Hummel
Thomas Arthur James, Jr.
John A. Mihalik
Robert W. Buehner, Jr.

April 13, 1987

Susan S. Beaver
Deputy Sheriff
Columbia County Court House
Bloomsburg, Pa. 17815

Re: Solicitor Services -
Butters and Partington Sales

Dear Sue:

The following is my statement of services rendered on behalf of the Sheriff acting as his solicitor for two sales held on March 26, 1987. The first sale was property owned by Butters and the second sale involved property owned by Partington.

Our fee for services rendered and attending the sale and reviewing the file is \$30.00 per sale. Please consider this statement to cover both sales. If you have any questions or comments on this, do not hesitate to contact me. I remain

Sincerely,



Robert W. Buehner, Jr.

On behalf of Thomas A. James, Solicitor

RWBj/dmk

REGISTER and RECORDER of COLUMBIA COUNTY

BLOOMSBURG, PENNSYLVANIA 17815

717 - 784-1991 Ext. 220

DATE 04-21 19 87

ESTATE OF _____

GRANTEE/MORTGAGEE

RECEIVED OF

DOCKET/DOCUMENT No.

DESCRIPTION	AMOUNT	
Deed	13	-
Mortgage/Satisfaction		
Wills	5	-
Inventories		
Debts		
Short Certificates		
State writ tax		50
	18	50

☐ CASH

☒ CHECK

☐

AUDITORS

TOTAL

RECEIVED BY

af
No. R-R-46363

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

April 23, 1987

Northern Central Bank
Attn: Mr. Trump, Assit. VP
P.O. Box 240
Millville, PA 17846

Dear Mr. Trump:

Enclosed is the recorded deed for Gary W. & Janet M. Brown. This deed was recorded on April 21, 1987 in the Register and Recorder's Office.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

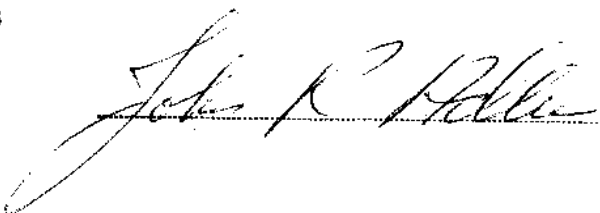
Enclosure

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 9th day of APRIL 1987, at 10:00 o'clock A.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to NORTHERN CENTRAL BANK P.O. Box 240, Millville, PA 17846 for the price or sum of TWELVE HUNDRED DOLLARS AND SEVENTY FOUR CENTS (\$940.74 Costs and Taxes, \$260.00 Poundage) Dollars NORTHERN CENTRAL BANK being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs SEE ATTACHED SHEET

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

SHERIFF'S SALE - COST SHEET

NORTHERN CENTRAL BANK

VS. GARY W. & JANET M. BROWN

NO. 13 of 1987 E.D.

DATE OF SALE: April 9, 1987

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	11.00
Mailing	13.70
Advertising, Sale Bills & Newspapers	9.00
Posting Handbills	9.00
Mileage	11.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other COPIES AND NOTIFYING LIEN HOLDERS	20.00

TOTAL \$ 113.70

Press-Enterprise, Inc.	\$ 194.00
Henrie Printing	37.25
Solicitor's Services <i>Michael Irving</i>	30.00

TOTAL \$ 261.25

PROTHONOTARY: Liens List	\$ 20.00
Deed Notarization	5.00
Other	

TOTAL \$ 25.00

RECORDER OF DEEDS: Copywork	\$
Deed	13.50
Other SEARCH	5.00

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 87	\$ 35.17
School Taxes, District <u>Millville</u> , 1985 and 1986	379.40
Delinquent Taxes, 1985, 19 86, 19 (Total Amts.)	72.17

TOTAL \$ 486.74

MUNICIPAL RENTS:

Sewer - Municipality	19	\$
Water - Municipality	19	

TOTAL \$

SURCHARGE FEE: (State Treasurer) \$ 4.00

MISCELLANEOUS: LIEN CERTIFICATE TCB	\$ 31.55
-------------------------------------	----------

TOTAL \$ 31.55

TOTAL COSTS \$ 940.74

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

NORTHERN CENTRAL BANK VS GARY W. & JANET M. BROWN

NO. 13 of 1987 E.D. NO. 1071 of 1986 J.D.

DATE OF SALE: APRIL 9, 1987

BID PRICE (INCLUDES COSTS)	\$ <u>13,000.00</u>
POUNDAGE 2% BID PRICE	\$ <u>260.00</u>
TRANSFER TAX 2% BID PRICE	\$ <u> </u>
MISC. COSTS	\$ <u> </u>

TOTAL NEEDED TO PURCHASE \$ 13,260.00

PURCHASER(S) : Northern Central Bank

ADDRESS : P.O. Box 240 Millville Pa 17846

NAME(S) ON DEED: Northern Central Bank

PURCHASER(S) SIGNATURE(S) :  Ass't. Vice President

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

940.74 Costs
260.00 Pounding
1200.74

TOTAL DUE \$ 1200.74

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$

AMOUNT DUE IN
EIGHT DAYS \$ 700.74

SHERIFF'S SALE
DISTRIBUTION SHEET

NORTHERN CENTRAL BANK VS. GARY W. & JANET M. BROWN
NO. 1071 of 1986 JD DATE OF SALE: April 9, 1987
NO. 13 of 1987 ED

Bid Price	<u>\$13,000.00</u>	
Poundage	<u>260.00</u>	
Transfer Taxes		
Total Needed to Purchase		<u>\$ 1200.74</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>700.74</u>

EXPENSES:

Columbia County Sheriff - Costs	<u>\$ 113.70</u>	
Poundage	<u>260.00</u>	<u>\$ 373.70</u>
Press-Enterprise		<u>194.00</u>
Henry Printing		<u>37.25</u>
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>25.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		
State stamps		
Tax Collector (MILLVILLE)		<u>486.74</u>
Columbia County Tax Assessment Office		
State Treasurer		<u>4.00</u>
Other: <u>LIEN CERTIFICATE TCB</u>		<u>31.55</u>
TOTAL EXPENSES		<u>\$1200.74</u>

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

LIST OF LIENS

VERSUS

Gary W. & Janet M. Brown

Court of Common Pleas of Columbia County, Pennsylvania.

Northern Central Bank

versus

Gary W. & Janet M. Brown

No. 1071 of Term, 19 86
Real Debt ||\$ 18,727.35
Interest from ||
Commission ||
Costs ||
Judgment entered November 24, 1986
Date of Lien
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 13 OF 1987 E.D., ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED I WILL EXPOSE AT PUBLIC SALE, BY VENDUE OR OUTCRY, TO THE BEST AND HIGHEST BIDDERS FOR CASH IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, APRIL 9, 1987

AT 10:00 A.M.

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

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

BEGINNING at a fence post corner of lot of land now or late of Margaret Hock; THENCE along said lot, North 60 degrees West, 132 feet to fence post near the creek; THENCE by other land now or formerly of Wilson M. Eves, South 31 degrees West, 100 feet to post and stone; THENCE by the same, South 60 degrees East, 132 feet to post and stone in road side; THENCE by and along said road, North 31 degrees East, 100 feet to the BEGINNING.

CONTAINING 48.4 perches of land, more or less. WHEREON is erected a dwelling house.

TOGETHER with the improvements erected upon the parcel of land above described consisting of a 1-1/2 story single family frame dwelling and being located at R.D.#2, BOX 17, Millville, Columbia County, Pennsylvania.

BEING the same premises granted and conveyed unto Gary W. Brown and Janet M. Brown, his wife, by deed of Warren L. Kessler et ux dated September 16, 1983 and recorded in Columbia County Deed Book 323, Page 732.

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

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of NORTHERN CENTRAL BANK against GARY W. BROWN and JANET M. BROWN under judgment entered against them on November 24, 1986 in the Court of Common Pleas of Columbia County to No. 1071-1986.

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

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. 13 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 9, 1987, 10:40 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Gary & Janet Brown
R.D. #2, Box 17, Millville, PA 17846
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz and James Dent

SO ANSWERS:

James Dent & Louise Frantz
Deputy Sheriff *sb*

FOR:

John R. Adler
John R. Adler, Sheriff

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

Barbara N. Silvette *Chaplin*
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

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

Gary W. Brown and Janet M. Brown,
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 16th day of September 1983, between the Mortgagor, GARY W. BROWN and JANET M. BROWN, HIS WIFE, Center St., Benton, Pennsylvania (herein "Borrower"), and the Mortgagee, NORTHERN CENTRAL BANK, Millville Office, Millville, PA, a corporation organized and existing under the laws of Pennsylvania, whose address is Millville, Columbia County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTEEN THOUSAND (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 16, 1983 (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 16, 2008.

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 THAT CERTAIN piece, parcel or tract of land situate in the Township of Greenwood, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a fence post corner of lot of land now or late of Margaret Hock; thence along said lot, North 60° West, 132 feet to fence post near the creek; thence by other land now or formerly of Wilson M. Eves, South 31° West, 100 feet to post and stone; thence by the same, South 60° East, 132 feet to post and stone in road side; thence by and along said road, North 31° East, 100 feet to the beginning. CONTAINING 48.4 perches of land, more or less. WHEREON is erected a dwelling house.

which has the address of R. D. #2, Millville (City)
Pennsylvania (State and Zip Code) (herein "Property Address");

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

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property 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 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 Gary W. Brown
Mildred L. Watts Janet M. Brown
Gary W. Brown Janet M. Brown
-Borrower -Borrower

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 16th day of September, 1983, before me, J. A. Notary, Public, the undersigned officer, personally appeared GARY W. BROWN and Janet M. Brown, his wife, known to me (or satisfactorily proven) to be the person, s, whose name, s, are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires: MY COMMISSION EXPIRES
JUNE 21, 1986

Ruby J. Quinn
Notary Public
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 323, page 734

on September 22, 1983 at 11:14 a.m.

Beverly J. Michael, Acting Recorder

#335
REC'D RECORDER
COLUMBIA CO. PA.
TAX \$50.00
SEP 26 11 14 AM '83
B. J. Michael

MORTGAGE

THIS MORTGAGE, entered into this 9th day of April, 1985, between Garry W. & Janet M. Brown, herein called "Mortgagors," and Thermal Sash Window Systems, Inc., Corporation, having an office and place of business at R.D. #2, Box 248, Rt. 100 So. of Rt. 401, Chester Springs, PA 19425, herein called "Mortgagee,"

WITNESSETH, that to secure payment by Mortgagors of a HOME IMPROVEMENT INSTALLMENT CONTRACT dated April 9th, 1985, by the terms of which Mortgagors have become indebted to Mortgagee in the sum of \$ 4408.20 to be paid in 60 monthly installments, the first installment being \$ 73.47 and the remaining installments being \$ 73.47 each with the final payment being the unpaid balance as provided in said Installment Contract, Mortgagors do by these presents mortgage, grant, bargain, sell, alien, release, convey, and confirm unto Mortgagee, its successors or assigns, the following described real estate in the County of

Commonwealth of Pennsylvania, to-wit:

CUSTOMER ADDRESS KNOWN AS:

RD 2, Box 17
Millville, PA
Greenwood Twp
Columbia, County
Deed BK #323, Page #732

together with all buildings and improvements now or hereafter erected thereon, and the hereditaments and appurtenances pertaining to the property above described, and all streets, lanes, alleys, passages, ways, waters, water courses, rights, liberties and privileges, whatsoever thereto belonging or in anywise appertaining and the reversions and remainders, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any existing Homestead Exemption Laws of the Commonwealth of Pennsylvania or which may be enacted, which said rights and benefits the said Mortgagors do hereby expressly release and waive.

All payments made by Mortgagors on the obligation secured by this Mortgage shall be applied in the following order: FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagors.

SECOND: To the payment of the outstanding balance on the Installment Contract secured by this mortgage.

TO PROTECT THE SECURITY HEREOF, MORTGAGORS COVENANT AND AGREE: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagors will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagors; (2) To pay all taxes and special assessments of any kind that have been or may be levied, or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments; (3) In the event of default by Mortgagors under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) pay such liens; all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagors to Mortgagee; (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon, to restore promptly and in a good and workmanlike manner any buildings which may be damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That they will pay promptly the indebtedness secured hereby and perform all other obligations in full compliance with the terms of said Installment Contract and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage; (7) That they do hereby forever warrant and will forever defend the title and possession thereof against the lawful claims of any and all persons whatsoever.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagors shall fail or neglect to pay installments on said Installment Contract as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagors, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagors to the Mortgagee under this Mortgage or under the Installment Contract secured hereby shall immediately become due and payable at the option of the Mortgagee, on the application of the Mortgagee, or assignee, or any other person who may be entitled to the monies due thereon, provided, however, that the Buyers will be given credit for part of the Finance Charge in the manner set forth in the Installment Contract. Upon the happening of any event set out in this paragraph, the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgement and execution and sale for the collection of the amount of the indebtedness due, including reasonable attorney's fees in the amount specified in the Installment Contract, court costs, any amounts advanced pursuant to this mortgage, and, if permitted by law, costs of sale. Mortgagee's rights stated in this paragraph are subject to any right to notice of and chance to cure default which may be provided by applicable law.

(2) In the event said premises are sold at a foreclosure sale, Mortgagors shall be liable for any deficiency remaining after sale of the premises, if permitted by law, and application of the proceeds of said sale to the indebtedness secured and to allowable expenses.

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

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

See Assign Deed 6-20-85 Bb349-Pg882

(5) All provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the plural shall be construed as singular where appropriate.

(6) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(7) Mortgagors agree to surrender possession of the hereinabove described Mortgage premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagors.

IN WITNESS WHEREOF, this Mortgage has been duly executed on the date shown on the reverse side.

Signed, sealed and delivered in the presence of:

Raymond D. Miller
Witness

Raymond D. Miller
Witness

X Garry W. Brown

X Garry W. Brown
Garry W. Brown Mortgagor-Buyer
Garry W. Brown

X Janet M. Brown
Janet M. Brown Mortgagor-Buyer

(SEAL)

(SEAL)

Person signing immediately below signs to waive all interests in above described property including any right to possession after foreclosure. Person signing immediately below is not personally liable.

Witness

(SEAL)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Berks

On this, the 9th day of April, 1985, A.D.

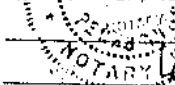
19 85, before me

the undersigned officer, personally appeared Garry W. and Janet M. Brown and

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

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

My Commission Expires



(Title of Officer)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF

CERTIFICATE OF RESIDENCE

The Mortgagee hereby certifies that Thermal Sash Window Systems, Inc. R.D.#2, Box 248
Residence of Rt. 100 So. of Rt. 401, Chester Springs, PA 19425

Witness by hand of this 9th day of

April

19 85

Quincy L. H. H. H.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Recorded on this day of

A.D.

In the Recorder's

Office of the said County, in Mortgage Book, Vol. page

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

Recorder

REC'D BY RECORDER

COLUMBIA CO. PA. 10

TAX 50 FEE 12

58 H4 BE 21 02 NOV

Fee \$

Recorded in Columbia County
Record Bk 349 Pg 880
June 20, 1985 12:36pm

Quincy L. H. H. H.

Vol

Real Estate
Mortgage

Recorded

Number

BOOK 349 PAGE 881

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Thermal Sash Window Systems, Inc.
the Mortgagee named in the Mortgage hereinafter mentioned, for and in consideration of the sum of \$ 2800.00
lawful money unto them paid by Finance America Consumer Discount Company
at the time of the execution hereof, the receipt whereof is hereby acknowledged, do(es) hereby grant, bargain, sell, assign, transfer and set over unto
the said Finance America Consumer Discount Company
and its successors and assigns, ALL THAT CERTAIN Indenture of Mortgage given and executed by Garry W. and Janet M. Brown
to Thermal Sash Window Systems, Inc.
in the sum of \$ 4408.20, dated 4/9/85, 19 85 and recorded in
the Office of the Recorder of Deeds of County at
Pennsylvania in Mortgage Book 349 Page 280, and secured upon the following described real estate:

CUSTOMER ADDRESS KNOWN AS:

RD 2, Box 17
Millville, PA
Greenwood Twp
Columbia, County
Deed Bk #323, Page #732

ALSO the installment contract or obligation in the said Indenture of Mortgage recited and all moneys due and to grow due thereon, together
with all rights, remedies and incidents thereunto belonging, and all its right,
title, interest, property, claim, and demand in and to the same.

TO HAVE, HOLD, RECEIVE AND TAKE, all and singular, the hereditaments and premises hereby granted and assigned or mentioned and
intended so to be, with the appurtenances, unto Finance America Consumer Discount Company
its successors and assigns, to and for its only proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said
Garry W. and Janet M. Brown

Mortgagors in the Mortgage named above and their heirs and assigns therein.

IN WITNESS WHEREOF, I have hereunto set MY hand(s) and seal(s) this 9th day of April

19 85
Sealed and delivered
in presence of

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DAUPHIN

Richard E. Siddons
Thermal Sash Window Systems, Inc.
Richard E. Siddons
INDIVIDUAL ACKNOWLEDGEMENT

On this 9th day of April, 19 85, before me,

the undersigned officer, personally appeared

and

known to me or satisfactorily proven to be the person(s) whose name(s) Richard E. Siddons subscribed to the within instrument and acknowledged that
executed the same for the purposes therein contained.

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

My commission expires

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DAUPHIN

CORPORATE ACKNOWLEDGEMENT

On this, the 9th day of April, 19 85, before me, the undersigned officer, personally appeared
Richard E. Siddons

who acknowledged himself (herself) to be the President

of Thermal Sash Window Systems, Inc.

a corporation, and that he (she) is President being authorized to do so, executed the foregoing instrument for the
purpose therein contained by signing the name of the corporation by himself (herself) as its President

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

My commission expires

My Commission Expires April 25, 1985

Pennsylvania JHP JNA Supp. Inc.
Form 614 2-82

ASSIGNEE'S CERTIFICATE OF RESIDENCE

The Assignee certifies that its precise residence is 116 N. 5th St., P.O. Box 495, Reading, PA 19603
In witness whereof the undersigned has caused this certificate to be executed this 9th day of April, 19 85

Finance America Consumer Discount Company
(Assignee's Corporate Name)

By [Signature]
Authorized Agent

Recorded in Columbia County
Record Bk 349 pg 882
June 20, 1985 12:42pm

Beverly J. Michael
Ann L. Goodfellow, LLP

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 50 FEE 13.00
JUN 20 12 42 PM '85



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

(717) 787-3646

LeRoy S. Zimmerman
ATTORNEY GENERAL

February 25, 1987

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

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 Gary W. Brown or Janet M. Brown and no open claims against any Gary Brown in the records of the Collections Unit of the Office of Attorney General. This does not mean that the Commonwealth, in one of its bureau's or instrumentalities, could not have a claim against Mr. Brown, but only that none has been referred to this office.

Very truly yours,

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

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. 13 of 1987 E.D.

WRIT OF EXECUTION

SERVICE ON JANET BROWN

ON 2/26/87 AT 11:50 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, JANET BROWN at 112 EAST THIRD STREET
BLOOMSBURG, PA. by HANDING TO HER
PERSONALLY

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

So Answers:

Conni Brack
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 26th day of February 1987

Tami B. Kline
Prothonotary
Columbia County, Pennsylvania

MY COMM. EX. 18. REC. 1. 1, 1987

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. 13 of 1987 E.D.

WRIT OF EXECUTION

SERVICE ON GARY BROWN

ON 2/26/87 AT 11:50 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, GARY BROWN at 112 EAST THIRD STREET
BLOOMSBURG, PA. by HANDING TO JANET BROWN

HIS WIFE

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

So Answers:

Connie Breach
Deputy Sheriff

For:

JOHN R. ADLER
John R. Adler, Sheriff

Sworn and subscribed before me
this 26th day of February 1987

Tami B. Kline
by Betty Trout
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

MY COMM. EX. 1st MON. JAN. 1, 1980

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY
	:	
vs.	:	CIVIL ACTION - LAW
	:	
	:	NO. 1071-1986
GARY W. BROWN and	:	
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO:	Gary W. Brown	Janet M. Brown
	112 E. Third Street	112 E. Third Street
	Bloomsburg, PA 17815	Bloomsburg, PA 17815

Your property at Box 17, R. D. #2, Millville, Pennsylvania is scheduled to be sold at Sheriff's Sale on April 9 1987, at 10 o'clock A.M., in the Sheriff's Office-Columbia County Court House, ~~5100~~ Bloomsburg, PA 17815

~~at~~

to enforce the court judgment of \$ 18,727.35 obtained by Northern Central Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

1. The sale will be cancelled if you pay to Northern Central Bank all of your past due mortgage payments, including principal, interest and late charges, and attorney's fees and court costs.

To find out now much you must pay, you may call:

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

2. You may be able to stop the sale, by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on Page 3 on how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling Columbia County Sheriff at (717) 784-1991 - Ext. 210

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened you may call Columbia County Sheriff at (717) 784-1991 - Ext. 210

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed

by the Sheriff within 30 days of the sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

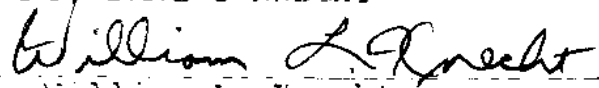
Court Administrator
Columbia County Court House
Bloomsburg, PA 17815
Telephone No. 784-1991

IF YOU CANNOT AFFORD A LAWYER, CONTACT:

Susquehanna Legal Services
R . D. #4,
Bloomsburg, PA 17815
Telephone No. 784-8760

MCCORMICK, KNECHER, NICHOLS,
SAFNO, FAHL & KNECHT

By



William L. Knecht

I. D. No. 06794

Attorney for Plaintiff

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

February 23, 1987

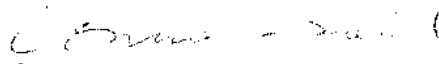
PRESS-ENTERPRISE, INC.
ATT: SUSAN SHOTWELL
P.O. BOX 745
BLOOMSBURG, PA. 17815

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.

CS8
Enc.2

Sincerely,


Connie Breech, Deputy

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-764-1591

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

Dear Mr. Zerbe;

Enclosed is a notice of Sheriff's Sale to be held in our office on April 9, 1987. Please notify us if you have any claims against the property. If you have any questions please feel free to contact our office. 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:
717-784-1991

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 10:00 A.M. Please notify our office if you have any claims against the property. If you have any questions please feel free to contact our office. 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:
717-784-1991

MILLIE PETERMAN
GREENWOOD TWP. TAX COLLECTOR
R.D.#2, BOX 292
MILLVILLE, PA. 17846

Dear Ms. Peterman;

Enclosed is a notice of Sheriff's Sale to be held in our office on April 9, 1987. If you have any claims against this property please notify our office as soon as possible. If you have any questions please feel free to contact our office.

CSB
Enc.

Thank You, Sincerely,

Connie Breech, Deputy

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.
GARY W. AND JANET M. BROWN
NO. 1071-1986

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 Defendants and Waiver of Watchman, along with a copy of each document to be file 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
Plaintiff	:	OF COLUMBIA COUNTY
	:	
vs.	:	CIVIL ACTION - LAW
	:	
GARY W. BROWN and	:	NO. 1071- 1986
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

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

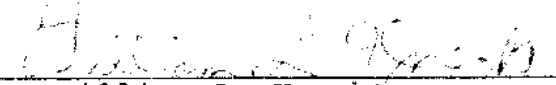
DATED: February 18, 1987.

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY
	:	
vs.	:	CIVIL ACTION - LAW
	:	
GARY W. BROWN and	:	NO. 1071-1986
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

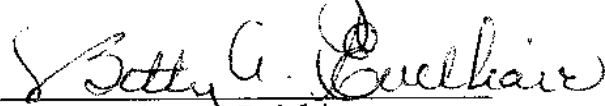
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF LYCOMING :

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 Defendants, Gary W. Brown and Janet M. Brown,
are not in the military service of the United States of America,
or any state or territory thereof, or its allies, and are 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 Defendants reside at 112 East Third
Street, Bloomsburg, 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
Plaintiff	:	OF COLUMBIA COUNTY
	:	
	:	CIVIL ACTION - LAW
vs.	:	
	:	NO. 1071-1986
	:	
GARY W. BROWN and	:	
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE


AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA	:	
	:	SS
COUNTY OF LYCOMING	:	

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 Defendants, Gary W. Brown and Janet M. Brown,
 reside at 112 East Third Street, Bloomsburg, Pennsylvania 17815.


 William L. Knecht

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


 Notary Public

McCORMICK, REEDER,
 NICHOLS, SARNO,
 BAHL & KNECHT
 ATTORNEYS AT LAW
 WILLIAMSPORT, PA.

NOTARY PUBLIC
 STATE OF PENNSYLVANIA
 My Commission Expires 12-31-1990

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF COLUMBIA COUNTY
	:	
	:	CIVIL ACTION - LAW
	:	
vs.	:	NO. 1071-1986
	:	
GARY W. BROWN and	:	
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129

WILLIAM L. KNECHT, ESQUIRE, Attorney for Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at Box 17, R. D. #2, Millville, Pennsylvania, as more particularly described as Exhibit "A" attached hereto.

1. Name and address of Owners or Reputed Owners:

Gary W. Brown	Janet M. Brown
112 E. Third Street	112 E. Third Street
Bloomsburg, PA 17815	Bloomsburg, PA 17815

2. Name and address of Defendants in the judgment:

Gary W. Brown	Janet M. Brown
112 E. Third Street	112 E. Third Street
Bloomsburg, PA 17815	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:

Northern Central Bank, State Street
Millville, PA 17846

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

Northern Central Bank	Finance America
State Street	116 North Fifth Street
Millville, PA 17846	P. O. Box 495
	Reading, PA 19603

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:

Tax Claim Bureau
c/o Columbia County Court House
P. O. Box 380
Bloomsburg, PA 17815

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 GARY W. BROWN and JANET M. BROWN.

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

BEGINNING at a fence post corner of lot of land now or late
of Margaret Hock; thence along said lot, North 60 degrees West,
132 feet to fence post near the creek; thence by other land now
or formerly of Wilson M. Eves, South 31 degrees West, 100 feet
to post and stone; thence by the same, South 60 degrees East,
132 feet to post and stone in road side; thence by and along
said road, North 31 degrees East, 100 feet to the beginning.
CONTAINING 48.4 perches of land, more or less. WHEREON is
erected a dwelling house.

TOGETHER with the improvements erected upon the parcel of
land above described consisting of a 1-1/2 story single family
frame dwelling and being located at Box 17, R. D. #2, Millville,
Columbia County, Pennsylvania.

BEING the same premises granted and conveyed unto Gary W.
Brown and Janet M. Brown, his wife, by deed of Warren L. Kessler
et ux dated September 16, 1983 and recorded in Columbia County
Deed Book 323, Page 732.

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

SEIZED, taken in execution and to be sold as the property
of Gary W. Brown and Janet M. Brown under a judgment entered
against them on November 24, 1986 in the Court of Common Pleas
of Columbia County to No. 1071-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By

William L. Knecht
William L. Knecht,
Attorney for Plaintiff

EXHIBIT "A"

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY
	:	
vs.	:	CIVIL ACTION - LAW
	:	
GARY W. BROWN and	:	NO. 1071-1986
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

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

TO: GARY W. BROWN and JANET M. BROWN, Defendants in the above-captioned matter and owners, or reputed owners of the real estate hereinafter described and the following lienholders:

Finance America
116 North Fifth Street
P. O. Box 495
Reading, PA 19603

Tax Claim Bureau
c/o Columbia County Court House
P. O. Box 380
Bloomsburg, PA 17815

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

ANDREW K. REAFER,
NICHOLS, SARGENT,
BAHL & KNECHT
ATTORNEYS AT LAW
WILLIAMSPORT, PA

(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 GARY W. BROWN and JANET M. BROWN.

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

BEGINNING at a fence post corner of lot of land now or late
of Margaret Hock; thence along said lot, North 60 degrees West,
132 feet to fence post near the creek; thence by other land now
or formerly of Wilson M. Eves, South 31 degrees West, 100 feet
to post and stone; thence by the same, South 60 degrees East,
132 feet to post and stone in road side; thence by and along
said road, North 31 degrees East, 100 feet to the beginning.
CONTAINING 48.4 perches of land, more or less. WHEREON is
erected a dwelling house.

TOGETHER with the improvements erected upon the parcel of
land above described consisting of a 1-1/2 story single family
frame dwelling and being located at Box 17, R. D. #2, Millville,
Columbia County, Pennsylvania.

BEING the same premises granted and conveyed unto Gary W.
Brown and Janet M. Brown, his wife, by deed of Warren L. Kessler
et ux dated September 16, 1983 and recorded in Columbia County
Deed Book 323, Page 732.

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

SEIZED, taken in execution and to be sold as the property
of Gary W. Brown and Janet M. Brown under a judgment entered
against them on November 24, 1986 in the Court of Common Pleas
of Columbia County to No. 1071-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By

William L. Knecht
William L. Knecht,

Attorney for Plaintiff

EXHIBIT "A"

NORTHERN CENTRAL BANK,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY
	:	
vs.	:	CIVIL ACTION - LAW
	:	
GARY W. BROWN and	:	NO. 1071-1986
JANET M. BROWN,	:	
Defendants	:	ACTION OF MORTGAGE FORECLOSURE

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

TO: GARY W. BROWN and JANET M. BROWN, Defendants in the above-captioned matter and owners, or reputed owners of the real estate hereinafter described and the following lienholders:

Finance America
116 North Fifth Street
P. O. Box 495
Reading, PA 19603

Tax Claim Bureau
c/o Columbia County Court House
P. O. Box 380
Bloomsburg, PA 17815

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

William L. Knecht, Esquire

I.D. No. 06794

Attorney for Plaintiff

DESCRIPTION FOR SHERIFF IN WRIT OF EXECUTION NO.
AGAINST GARY W. BROWN and JANET M. BROWN.

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

BEGINNING at a fence post corner of lot of land now or late
of Margaret Hock; thence along said lot, North 60 degrees West,
132 feet to fence post near the creek; thence by other land now
or formerly of Wilson M. Eves, South 31 degrees West, 100 feet
to post and stone; thence by the same, South 60 degrees East,
132 feet to post and stone in road side; thence by and along
said road, North 31 degrees East, 100 feet to the beginning.
CONTAINING 48.4 perches of land, more or less. WHEREON is
erected a dwelling house.

TOGETHER with the improvements erected upon the parcel of
land above described consisting of a 1-1/2 story single family
frame dwelling and being located at Box 17, R. D. #2, Millville,
Columbia County, Pennsylvania.

BEING the same premises granted and conveyed unto Gary W.
Brown and Janet M. Brown, his wife, by deed of Warren L. Kessler
et ux dated September 16, 1983 and recorded in Columbia County
Deed Book 323, Page 732.

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

SEIZED, taken in execution and to be sold as the property
of Gary W. Brown and Janet M. Brown under a judgment entered
against them on November 24, 1986 in the Court of Common Pleas
of Columbia County to No. 1071-1986.

MCCORMICK, REEDER, NICHOLS,
SARNO, BAHL & KNECHT

By

William L. Knecht
William L. Knecht,
Attorney for Plaintiff

EXHIBIT "A"

MCCORMICK, REEDER,
NICHOLS, SARNO,
BAHL & KNECHT
ATTORNEYS AT LAW
WILLIAMSPORT, PA.

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

NORTHERN CENTRAL BANK,

Plaintiff

vs

GARY W. BROWN and

JANET M. BROWN,
Defendants

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

Exec. No. 13 Term 19 87

Orig. No. 1071-1986 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 \$ 18,727.35

Interest from 11/24/86 \$ 390.26
through 2/10/87

Total \$ 19,117.61 Plus costs as endorsed.

Dated 2-12-87

(SEAL)

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

By:

Helen K. Lanni

Deputy

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MCCORMICK, REEDER, NICHOLS,
SAFNO, BARR & ENRIGHT

By *William L. Kessler*
William L. Kessler,
Attorney for Plaintiff

MCCORMICK, REEDER,
NICHOLS, SAFNO,
BARR & ENRIGHT
ATTORNEYS AT LAW
P.O. BOX 100, PA

NORTHERN CENTRAL BANK,
Plaintiff

VS.

GARY W. BROWN and
JANET M. BROWN,
Defendants

: IN THE COURT OF COMMON PLEAS
: ~~XX XXXX~~ 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) 748-8760

NORTHERN CENTRAL BANK,
Plaintiff

VS.

GARY W. BROWN and
JANET M. BROWN,
Defendants

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

the Sheriff of ~~Lyconing~~ Columbia County:

I, the above-named defendant, claim exemption of property from lev
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):

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 (spec-
ify 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 certify 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.

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

(Defendant)

COLUMBIA COUNTY COURT HOUSE

(Defendant)

BLOOMSBURG, PA 17815

Telephone: (717) 784-1991 - Extension 210

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.

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MCCORMICK, SPEEDER, NICHOLS,
SARNO, EARL & KNECHT

By

William L. Knecht
William L. Knecht,
Attorney for Plaintiff

EXHIBIT "A"

MCCORMICK, SPEEDER,
NICHOLS, SARNO,
EARL & KNECHT
ATTORNEYS AT LAW
WILLEMSPORT, PA.



WILLIAMSPORT, PA. 17701
LOAN DEPARTMENT

No. 145344

60-196
313

DATE
11/24/86

AMOUNT

\$500.00

Pay

Five-hundred and no/100 dollars

NORTHERN CENTRAL BANK

TO THE
ORDER
OF

NORTHERN
CENTRAL
COLUMBIA County Sheriff's Department

Sgt. [Signature]

AUTHORIZED SIGNATURE

PAYEE:

No. 145344

145344 10313019691 652118011

DATE

DESCRIPTION

AMOUNT

11/24/86

Foreclosure action against Gary W. Brown
Off. #17 Acct. #109-984-5 Sheriff's costs

\$500.00