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COMMONY EALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF INDIVIDUAL TAXES POST OFFICE BOX 8910 HARFISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

_ 	RECORDER'S USE ONLY	
State Tax Poid		
Book Number		
Page Number	<u>. </u>	
Date Recorded		

See Reverse for Instructions

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

			e directed to the	Telephone Number:	784-1991
ohn R. Adler, Col	Lumbia Count	y Sheriff		Area Code (/1/)	Zip Code
e: Address				PA	17815
P.O. Box 380		Bloomsb	Date of Acceptance of D		87
TRANSFER D	ATA	·			
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- SHERIFF'S SALE

Distribution Sheet

	Distrin	Jution Sheet		
	ucial Federal	VS <u>David T. & Bernadine</u>	Shomo	
Atlantic Finan	CIUI COCC	DATE OF SALE: September	er 29, 1987	
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Allount	Needed to Purchase	***************************************		
	110000			
EXPENSES:	Sheriff - Costs	\$ 190.21	s <u>24</u>	6.35
		56.14)2.88
Namenaner				37 <u>.25</u>
Drinting				30.00
Solicitor	**************************			25.00
Columbia County	Prothonotary	Deed copy work		20.00
Columbia County	Recorder of Deeds -	Realty transfer taxes		
		State stamps		20.00
	LOUINTY	/ & SCHOOL, & DELINQUENT)	_21	36.08
Tax Collector (BERWICK, BURU, COUNTY	4 Jones		22.00
Columbia Count	Y Tax Assessment Officer			5.00
State Treasurer	ERTIFICATE (TAX CLAI	M BUREAU)		138.75
Other: LIEN C	BERWICK MUNICIPALITY			1001.
<u>SEWER</u>	-DERWICK HOMES		<u> </u>	863.31
		TOTAL EXPENSES:	, p	
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Sheriff's Office, Blo	oomsburg, Pa.	So answers		She
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	_ 1			

JOHN R. ADLER



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

PHONE 717-784-1991

October 15, 1987

ATLANTIC FINANCIAL FEDERAL VS. DAVID T. & BERNADINE SHOMO

No. 1228 of 1986 J.D. No. 41 of 1987 E.D.

Chris Klinger 344 Market Street Berwick, PA 18603

Dear Chris:

Enclosed is a check in the amount of \$138.75 for the sewer rental due on the above named sheriff sale. The new owners are Atlantic Financial Federal, 31 W. Market Street, Wilkes-Barre, Pa.

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

Sincerely,

Contraction of Susan S. Beaver Deputy Sheriff

SSB

Enclosure

JOHN R. ADLER



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

PHONE 717-784-1991

October 15, 1987

ATLANTICE FINANCIAL FEDERAL VS. DAVID T. AND BERNADINE SHOMO

No. 1228 of 1986 J.D. No. 41 of 1987 E.D.

Susan James 29 East Main Street Bloomsburg, PA 17815

Dear Susan:

Enclosed is a check for \$30.00 for solicitor services on the above named sheriff sale.

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

Sincerely,

200011-11-1 Susan S. Beaver Deputy Sheriff

\$\$B

Enclosure

JOHN R. ADLER



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

PHONE 717-784-1991

October 15, 1987

ATLANTIC FINANCIAL FEDERAL VS. DAVID T. & BERNADINE SHOMO

No. 41 of 1987 E.D. No. 1228 of 1986 J.D.

Connie Gingher Tax Collector R 120 East Third Street Berwick, PA 18603

Dear Connie:

Enclosed is a check in the amount of \$1069.75 for the taxes due on the above named sheriff sale. The new owners are Atlantic Financial Federal, 31 W. Market Street, Wilkes-Barre, PA.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

SSB

Enclosure

SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

SUSQUEHANNA SAVINGS ASSOCIATION n/k/a ATLANTIC FINANCIAL FEDERAL	VSDAVID T. SHOMO	AND BERNADINE B. SHOMO
NO. 41 of 1987 E.D.	NO. 1228 of 1986	J.D.
DATE OF SALE: Sep. 29, 1987	-	
BID PRICE (INCLUDES COSTS) POUNDAGE 2% BID PRICE TRANSFER TAX 2% BID PRICE MISC. COSTS	\$ \$ \$	
TOTAL NEEDED TO PURCHASE		\$ 2863 31
PURCHASER(S): Atlanta 230 ADDRESS: 31 W Maket NAME(S) ON DEED: 500 PURCHASER(S) SIGNATURE(S): X	St. W. Kest	1 <u>Stre, P.H. 1</u> 8701
AMOUNT RECEIVED BY SHERIFF FROM PURCHA	SER(S): TOTAL DUE LESS DEPOSIT DOWN PAYMENT AMOUNT DUE IN EIGHT DAYS	\$ <u>2863.31</u> \$ <u>500.00</u> \$\$
	EIGHT DATS	<u> </u>

SHERIFF'S SALE - COST SHEET

A Company of the Comp	<u>v</u> s. <u>/ / /</u>	March March Shows
W. 4/ 100 // 4		
DATE OF SALE:		
SMERIFF'S COST OF SALE:	•	
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other		\$
Control of the second	TOTAL	· · · · · · · · · · · · · · · · · · ·
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	TOTAL	\$
PROTHONOTARY: Liens List Deed Notarization Other		\$
; :	TOTAL	
RECORDER OF DEEDS: Copywork Deed Other	T07AL	<u> </u>
REAL ESTATE TAXES:		•
Sprough/Twp. & County Taxes, 19 / Strool Taxes, District,,,,,,,,,,,	19 (Total Amts.)	\$
: 	TOTAL	
MUNICIPAL RENTS: Sewer - Hunicipality		<u> </u>
SURCHARGE FEE: (State Treasurer)	(U)AC	\$
MISCELLAMEDUS: 77 6 74		\$
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•		\$ <u> </u>

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POST ALL DATES ON CALANDER	TER RECEIVING WRIT	- SALE
* SET SALE DATE AT LEAST 2MONTHS AF * SET ADV. DATES 3 THURSDAYS BEFORE	SALE DATE TO RUN EVE	RY THURSDAY TIEC SALE
* SET ADV. DATES THAN 30	DAYS PRIOR TO SALE	
3 TIMES * SET POSTING DATE NO LATER THAN 30	1/252	
SET DISTRIBUTION DATE * MUST BE FILED WITHIN 30 DAYS OF S	ALE (POSTED)	
* MUST BE FILED WITHIN 30 DAYS OF S * MUST BE PAID 10 DAYS AFTER IT HAS	BEEN POSTED	
		. /
FILL IN ALL NO'S ON EXECUTION PAPERS TYPE PROPER INFO ON DESCRIPTION (refer	r to previos sales)	/ 13 7
SERVIC	<u></u>	
TYPE CARDS FOR DEFENDANTS 7	129/87	
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* NOTICE OF SHERIEF SACE		
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PUT TOGETHER PAPERS FOR LIEN HOLDERS	M e	1 1
* NOTICE OF SALE DIRECTED TO THE SEND NOTICES TO LIEN HOLDERS VIA CERT	MAIL OR SENDERS REC	IEPT 7/2/87
SEND NOTICES TO LIEN HOLDERS VIA GENERAL DATES	1.12	7 4
SEND NOTICES TO LIEN HOLDERS * DOCKET ALL DATES ONCE DEFENDANTS ARE SERVED DOCKET COS	TS AND INFO 8/1/8	7 / / S
ONCE DEFENDANTS ARE SERVED DOCKET COS SEND ATTY RETURN OF SERVICE AND COPY	OF SENDERS RECIEPT FO	JK LILN HOLDENS
SEUD MILL METERS	. To Summer	etyil 19. 60
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SHERIFF'S SALE OUTLINE CON'T

SALE BILLS

SEND DESCRIPTION TO PRINTER 7/3/87 7/25	ς
** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLAINATION	<u></u>
SEND NOTICE TO PRESS DIRECTING WHEN TO ADV.	<u></u>
SEND NOTICES TO LOCAL TAX COLLECTORS	
NOTICES TO WATER AND SEWER AUTH.	1 30 10 1 10 16 19
SEND NOTICES TO FEDERAL AND STATE TAX AUTH	
IF BUSINESS SEND COPY TO SBA AUTH.	, , , , , , , , , , , , , , , , , , ,
HANDBILLS	
SEND COPIES OF HANDBILLS TO:	
RECORDER'S OFFICE	16:00
TAX CLAIM OFFICE	16:00
TAX ASSESSMENT OFFICE	16:00
PROTH OFFICE(post on board) $\sqrt{\frac{1}{2}}$	
POST IN FRONT LOBBY	w.1/+
POST IN SHERIFF'S OFFICE	sent sole Bill to
SEND COPY TO ATTY States	1 414 125
POST PROPERTY ACCORDING TO DATE SET 8/2/187	and the second s
SEND RETURN OF POSTING TO ATTY S Log D 2 2	
DOCKET ALL COSTS	
PREPARE COST SHEET 2 DAYS BEFORE SALE * BE SURE ALL COSTS ARE RECEIVED	
PREPARE FINAL COSTS SHEET DAY OF SALE	
HOLD SALE	
POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE	
PAY DISTRIBUTION ACCORDING TO DATE	JUON IT MAY CANCEDN
* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO	MHOM II MAI COMCERM
RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT	
PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED	
WHEN DEED IS RECORDED SEND TO BUYER	
FILE FOLDER	

T OSS A STAMPED ADDRESSED ENVELORE WITH YOUR PAYMENT		M SHOMO, DAVID T & BERNADINE 3	평	SCOUNT	T MIDTOWN PLAZA		TAX NOTICE RERWICK BOROUGH FOR	
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				668-96 702-41 CT 31 NOV 1 F PAID SHEFORE AFTER AFTER AFTER AFTER TURNED				07/01/87 03889

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- Y VOU	0⊣ ┌-⊅록	TUE, FRI PHONE 7	MAKE CHECK CONNIE R-120 BERWI
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E WITH YOUR PAYMENT	BERNADINE 3 AND 18603	HE DISCOUNT & THE PEN IAVE BEEN COMPUTED OR YOUR CONVENIENCE	COLUMBIA COUNTY DESCRIPTION ASSESSM COUNTY R.E. TWP/30RO R.E. LIGHTS
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TOTAL	04-4-3-100-21 04-4-3-100-21 AST 135 & 190 130AV	A TAROPERTY DESCRIPTION TO X TWP/BORO	MILLS 23.00 5.00
:	1-5 0 270 5,650 RECUBEY	336.50 APR 30 IF PAID ON OR BEFORE TYTON 0 5%	133.44 174.05 29.01
5,920 S/17/37	N A O	343.36 JUN 30 JE PAID ON OH BEFORE THIS TAX TO COURT JANUARY	03/01/87 AMOUNT DUE 136-16 177-60 29-60
7		JULY 1 JULY 1 JULY 1 JE PAID 1 AFFEE RETURNED HOUSE 22, 1988	03885 149.78 186.48 31.08

STATE OF PENNSYLVANIA	$\left(\begin{array}{c} ss \end{array} \right)$
COUNTY OF COLUMBIA)

of Type 1

. . 19 . 2 .

(Notary Public)

My Commission Expires

Matthew - Frime, Notary Public Decomescre, Columbia County My Commission Expires Lilly 5, 1989 Member, Perisylvaria Association of Notaries

LIEN CERTIFICATE

tax l list	is to certify the liens in the Tared below, as of	that according to c x Claim Bureau agai December 31, 1986	_,	rty Borough
Thereas or Repu	ted Owner: Show	David T. & Bernadine		
Samet:	Former Owner	Twin Hills Dev. Corp. Deed		
NO.	04.4-3-100-21		& Page 294-24	42
Description '	85X130 Av.			
Desci Gazara		TAX DISTRICT	SCHOOL	TOTAL
EXAM.	COUNTY		703.12	1,051,33
1986	151.07	197.14	7032	
		•	TCB FEE	15.00
			TATAL	\$1,066.33
Th mo	ne above figures	s represent the amo Octobe	unts due duri r 1987	ng the
Fed Cared	by: John Adler	, Sheriff, Columbia Cou	nty	

\$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

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

David T. Shomo and Bernadine B. Shomo, his wife

and find as follows:

See photostatic copies attached.

Fee ____\$5.00

In testimony whereof I have set my hand and seal of office this 21st day of September A.D., 1987.

Bunny J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 24.* day of August 19.79 between the Morlgagor, 8 DAVID T. SHOMO, AND BERNADINE B. SHOMO, HIS WIFE, (herein "Borrower"), and the Mortgagee, SUSQUEHANNA SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Pennsylvania, whose address is 31 West Market Street, Wilkes-Barre, Pennsylvania 18701 (herein "Lender").

WHEREAS, BOTTOWER is indebted to Lender in the principal sum of FIFTY THOUSAND (\$50,000) Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 1979---- (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August. 2.4, .. 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 or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bound ed and described as follows:

BEGINNING at an iron pin on the easterly right of way of Willow Drive; said pin being at the southwest corner of Lot No. 160; thence along the southerly line of Lots #160 and #161 South 71 degrees 22 minutes East 85,00 feet to an iron pin at the northwest corner of Lot #152; thence along the westerly line of Lot #152 South 18 degrees 38 minutes West 150.00 feet to an iron pin on the northerly right of way of Maple Road; thence along the northerly right of way of Maple Road North 71 degrees 22 minutes West 45.00 feet to a point of Tangent; thence along same and on a curve to the right having a delta angle of 90 degrees 00 minutes, a radius of 40.00 feet, a easterly right of way of Willow Drive; thence along said right of way North 18 degrees 38 minutes East 110.00 feet to the place of beginning.

CONTAINING 13, 156, 64 square feet of land in all. Being Lot #153 of Section "C", Park Place Village, as laid out for Roman Homes Inc., and shown on draft prepared by T. Bryce James, R.S, dated April 27, 1973.

SUBJECT to covenants and restrictions for Park Place Village as in 🛰

former deeds in chain of title.

BEING the same premises conveyed by Twin Hills Development Corporation to David T. Shomo, and Bernadine B. Shomo, his wife, the Mortgagors herein, by deed dated August 23 . 1979, and about to be recorded in the Office of the Recorder of Deeds in and for Columbia County simultaneously herewith. THIS is a purchase money mortgage.

IMPROVED with a single family dwelling,

which has the address of ... 400 Maple Road, Park Place Village, Berwick, Columbia County (Street) Pennsylvania , , , , , , , , (herein "Property Address"); (State and Zip Code)

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property. 8004 196 tarr 859

PENNSYLVANIA-1 to 4 family-6/75-FHMA/FALMC BRIFDRIK TRISTAUMENT

UNIPORM 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.

on any Putture 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 laxes 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 denosits or accounts of which are insured or guaranteed by a Federal or

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, state agency (including Lender it 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 and applicable law 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 not be required to pay Borrower any debits to the Funds and the shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the putpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured hy this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to 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 Botrower's option, either promptly repaid to Borrower or 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 tenurs the payable payable thereof

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 opon payment in run of an sums secured by this mortgage, it must shall be properly 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 tuves, 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 provided under paragraph 4 hereot or, il 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. Horrower 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 porrower snail promptly discharge any nen which has priority over this Mortgage; provided, that Borrower snail 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 a horeafter 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 no insurance policies shall be paid in the manner required to the provided of the such approval shall not be unreasonably withheld. All premiums no insurance policies shall be paid in the manner required to the provided of the such approval that the such approval that the such approval that the paid in the manner that the provided of the such approval that the such approval that the provided of the such approval that the paid in the manner that the provided of the part of the provided of the part of provided under paragraph 2 herenf 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 stendard 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

Unless Londer and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Driess Leader and Borrower otherwise agree in writing, insurance proceeds anall be applied to 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 apoly the insurance proceeds at Lender's ording either to restoration or repair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

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, Lesscholds; Condominiums; Planned Unit Developments. Herrower 6. Preservation and Maintenance of Property, Leascholds; Condominiums; Planned Unit Developments. Herrower 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, and constituent documents. If a condominium or planned unit development rader 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 waster a next beyon

were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Morigage, or if any action of proceeding is confinenced which materially affects Lender's interest in the Property, Morigage, or if any action of proceeding is confinenced which materially affects Lender's interest in the Property, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, dishurse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of sums and take such appearances, disbursement of sums and take such appearances.

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 Botrower secured by this Mortgage. Unless Botrower and Lender agree to other terms of payment, such indebtedness of Botrower secured by this Mortgage. uncotenness or norrower secured by this overlage, someway and Lenuer 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 disbutsement 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 bereby assigned

and shall be paid to Lender.

and shall be paid to Lender.

In the event of a lotal 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 is the property is ananouscus by oursings, in it, after themse by contract 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

installments.

10. Bormwer 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

me naminy of the original porrower and notrower'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. Forticarance by Lender Not a Waiver. Any forticarance 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 light to respect to the mention of the individual exercises.

right to accelerate the maturity of the indebtedness secured by this Mortgage.

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

13. Successors and Assigns Bound; John 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 Bostower, 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.

Interpret of define incommences.

14. Notice. Except for any notice required under applicable law to be given in another manner. (a) any notice to Horrower 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 Horrower 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 the property Address of the property of the provided for in this content of the provided for in the pr 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 Morigage 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 Morigage 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 Morigage at the time

of execution or after recordation hereof.

19. 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, I ender may, at Lender's option, declare all the mms 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 ind the person to whom the property is to be son 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 Mort.

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 Jails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any semedies permitted by paragraph 18 hereof.

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

th. 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 mall notice to florrower as provided by applicable law specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, to Borrower as provided by applicable law specifying; (1) the breach; (2) the action required to enter 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 hotice 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 sweet 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, hecluding, but not limited to, remonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

documentary evidence, abstracts and title reports.

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

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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 Barrower transfer of the sale of the sal 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 lakes such action as Lender paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower lakes 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 auch 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. Auslgament of Rentst Appointment of Receiver Lender in Possession. As additional security hereunder, Borrower hereby awaigns 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 firs: to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fires, premiums on receiver's bonds and reasonable altorney'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, mount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, that of 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 acqui may reasonably require to assure that the fien of this Mortgage, Lender's interest in the Property and Borcower's obligation IN WITNESS WHEREOF, Borrower has executed this Mortgage COMMONWEALTH OF PENNSYLVANIA, ... Columbia .County ss: On this, the 24th day of August 19 79 proven) to be the person ... whose name . B. . Bre ... , subscribed to the within instrument and acknowledged that ...they. executed the same for the purposes herein contained. IN WITHESS WHEREOF, I bereunto set my hand and official seal My Commission expires: Notary Public, Wilkos-Bairo, Luze: I Herray Certify, that the precise residence of the Susquehanna Savings Association is 33 Street, Wilkes-Barre, Pa. JOSE PH SERLING Attorney for Mortgages Recorded in the Office for Recording of Deeds in and for the County of MARINEXCommonwealth of Penn-Sylvania in Mortgage Book No. 196 ... Page 859 ..., etc. COLUMBIA VITMASS my hand and Seal of Office this 差 ossa: 400Maple Rd., Park Place Village, Berwick, 30 Columbia Co. Pennsylvani Serlin Susquehanna Savings MONTHELY PAYMENT: \$457, 37, August 74, 1979 ssociation AVID T. SHOMO, A BERNADINE B. S Penn REAL DEST: \$50,000. 960 United Pen Wilkes-Barre, Record and Return to oseph United Return DATE:

BAUK 196 Mr. 862

day of SEPTEMBER

in the year of our Lord one thousand

nine hundred and eighty-four (1984)

Between

DAVID T. SHOMO and BERNADINE B. SHOMO, his wife

(hereinalter called the Mottgagor), of the one part, and

SUN FINANCIAL CORP., a Pennsylvania corporation, 101 English Village Professional Center, North Wales, PA 19454

(hereinafter called the Mortgagee), of the other part,

EXECUTE: the Mortgagor, in and by a certain Obligation or Writing, obligatory under the hand and seal of the Mortgagor, duly executed, bearing even date herewith, stands firmly bound unto the Mortgagoe in the sum of Thirty-Three Thousand Nine Hundred Thirty-Six Dollars (\$33,936.00) ----- Dollars, lawful money of the United States of America, conditioned for the payment to the Mortgagoe of the just sum of

Thirty-Three Thousand Nine Hundred Thirty-Six Dollars (\$33,936.00) without offset in 84 successive monthly installments of \$404.00 each, the first installment payable on the 20th day of the month after settlement and the remaining installments due on the 20th day of each month thereafter. Mortgagor has no right of prepayment or diminution of interest for the first 12 consecutive monthly payments. Anytime thereafter, Mortgagor may prepay with 90 days written notice to Mortgagee and Mortgagee will rebate the unearned interest under one-half the Rule of 78's method.

without any fraud or further delay; and further conditioned to keep and maintain at all times, until the full discharge of the said Obligation, a fire insurance policy or policies, with extended coverage endorsement, in good and approved company or companies, duly assigned as collateral security to the Mortgagee, to an amount not less than

or companies, duly assigned as collateral security to the Mortgagee, to an amount not less than

#80,000.00 \$5. [7, 7]

Dollars,
in form, as shall be required and be satisfactory to Mortgagee, upon the buildings on the premises hereinafter described; and
further for the production to the Mortgagee, on or before the

of each and every year, of receipts for all rakes, water tents and sower tents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; and shall keep and maintain the mortgaged premises in good condition and repair and shall not cause any structural or material change to be made without first having secured the approval, in writing, of the Mortgages;

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of raid principal sum or any balance thereof at maturity, or of an installment of principal and of interest as aforesaid, for the days after such payment thereof shall fall due; or, in the prompt and punctual 15 maintenance of fire insurance with extended coverage to assigned as aforesaid; or, in the production to the Mortgagee, on or before the lat day of September of each and every year, of receipts of each and every year, of receipts for such taxes, water rents and sewer rents of the current year assessed upon the premises mortgaged and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; or, shall fail to keep and maintain the mortgaged premises in good condition and repair, or, without written approval shall cause a structural or material change to be made: then and in such case the whole principal debt aforesaid or so much thereof as shall then remain unpaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt, or all unpaid installments thereof and all interest thereon, may be enforced and recovered at once, anything therein contained to the contrary notwithstanding; that thereupon a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a Complaint or any other legal proceeding is properly filed, based upon this Indenture of Mortgage, that an attorney's commission for collection viz: Except of cent. of the indebtedness of Two Hundred Dollars, whichever is the larger amount, shall be payable, and shall be recovered in addition to all principal and interest besides costs of suit, as in and by the said regised Obligation, and the Condition, thereof, relation being thereunto had, may more fully and at large appear.

Now this Indenture mitnesseth, that the Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of

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

BEGINNING at an iron pin on the easterly right-of-way of Willow Drive; said pin being at the southwest corner of Lot No. 160; thence along the southerly line of Lots N160 and H161 south 71 degrees 22 minutes east 85.00 feet to an iron pin at the northwest corner of Lot M152; thence along the westerly line of Lot W152 south 18 degrees 38 minutes west 150.00 feet to an iron pin on the northerly right-of-way of Maple Road; thence along the northerly right-of-way of Maple Road; thence along the northerly right-of-way of Maple Road north 71 degrees 22 minutes west 45.00 feet to a point of tangent thence along same and on a curve to the right having a delta angle of 90 degrees 00 minutes, a radius of 40.00 feet, a length of 62:R3 feet, with a cord of 56.57 feet to an iron pin on the easterly right-of-way of Willow Drive; thence along said right-of-way north 18 degrees 38 minutes east 110.00 feet to the place of beginning.

CONTAINING 13,156.64 square feet of land in all. Being Lot N153 of Section "C", Park Place Village, as laid out for Roman Homes, Inc. and shown on draft prepared by T. Bruce James, R.S., dated April 27, 1973.

BEING the same premises which Twin Hills Development Corporation, a Pennsylvania corporation, by Deed dated August 23, 1979 and recorded August 27, 1979 in the Office for the Recording of Deeds in and for Columbia County, Pennsylvania, in Deed Book 294, page 242, granted and conveyed unto David T. Shomo and Bernadine B. Shomo, his wife, in fee.

SUBJECT to the covenants and restrictions for Park Place Village as recorded in Deed Book 217, page 365.

UNDER AND SUBJECT to the payment of a certain mortgage debt or principal sum of \$48,000.00 with interest thereon as the same may become due and payable.

Tourther with all and singular the Buildings, Streets, Alleys, Passages, Ways, Water-courses, Rights, Liberties, Privileges, Improvements, Hereditaments and Appurtenances whatsonver thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof,

To have and to hold the izid Lot or piece of Ground above described, with the Messuage or Tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurlenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee.

UNDER AND SUBJECT as aforesaid; and

UNDER AND SUBJECT to existing essements and rights of way of record.

Provided always, nevertheless, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum or balance of principal sum at maturity, or of said principal sum in installments on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the Mortgagee, on or before the 1st

September of each and every year, receipts for all taxes, water rents, sewer sents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby and shall keep and maintain said fire insurance with extended coverage so assigned as aforesaid, without any fraud or forther delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep and maintain the mortgaged premises in good condition and repair, then, and from thenceforth, as well this present Intenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void, anything bereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided farifier, that it shall and may be lawful for the Mortgagee, in case default shall be made for the space of 15 days in the payment of any installment of the said principal sum or interest thereon, or of said principal sum or any balance thereof at maturity, or in the prompt or punctual maintenance of said fire insurance with extended coverage so assigned as aforesaid, or in case there shall be default in the production to the Mortgagee, on or before the of each and every year, of such receipts for such taxes, water rents, sewer rents September of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the deht secured hereby or if the Mortgagor shall fail to keep and maintain the mortgaged premises in good condition and repair or, without written approval shall cause a structural or material change to be made, to sur out forthwith upon a Complaint or any other legal proceeding based upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, or so much thereof, as shall then remain unpaid, and all interest due thereon, together with an attorney's commission for collection, viz: XXX principal the indebtedness or Two Hundred Dollars, whichever is the larger amount, besides costs of suit, without further stay, any law, usage or customs to the contrary notwithstanding. Area the Mortgagor hereby waives and relinquishes unto the Mortgagee all benefic that may accrue to the Mortgagor by virtue of any and every law made or to be made to exempt the above described premises or any other property whatever, or of personal property from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof

In the Eurit that there is more than one party named herein as Mortgagor or Mortgagoe, the word "Mortgagor" or "Mortgagee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender. The Obligation, responsibility and liability of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inute to the benefit of and bind each and every party hereto and his, her, its and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Mitteres Miherent, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written

Scaled and Belivered in the cresence of US

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On this, the 20th day of September B 84. before me, a Notary Public, , the undersigned officer, personally appeared David T. Shomo and Bernadine B. Shomo known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and ocknowledge that they executed the same in the capacity therein stated and for the purposes therein contained. In Witness Whereof, I hereunto set my hand and official seal, PATRICIA M. MARTIN PARTICIO DE On this, the day of the undersigned officer, personally oppeared who acknowledged himself (kerself) to be the a corporation, and that he as such , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as In Witness Whereof, I hereunto set my hand and official seal. The address of the within-named Mortgages 101 English Village Prof. Center **Mortgage** DAVID I. SECMO and BERNADINE 3. SECMO, 5/* Recorded in the office for the recording of deeds in and for Columbia County 10:59am inchinance Book 338 No. in Record P*8* 535 Illitrees my hand and seal of Office this 5th day of October

57 338 Me 538

1.1

MORTGAGE

(Direct)

This mortgage made and entered into this 1955, by and between David T. Shomo

Bernadine B. Shomo, his wife

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business are Bala Cynywd Plaza, Suite 400, East Lobby, Bala Cynwyd, Pa. 19004

Witnesseth, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mostgager does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia

Pennsylvania

State of

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

BEGINNING at an iron pin on the easterly right-of-way of Willow Drive; said pin being at the southwest corner of Lot No. 160; thence along the southerly line of lots #160 and #161 south 71 degrees 22 minutes east 85.00 feet to an iron pin at the northwest corner of Lot #152; thence along the westerly line of Lot \$152 south 18 degrees 38 minutes west 150.00 feet to an iron pin on the northerly right-of-way of Maple Road; thence along the northerly right-of-way of Maple Road north 71 degrees 22 minutes west 45.00 feet to a point of tangent: thence along same and on a curve to the right having a delta angle of 90 degrees 00 minutes, a radius of 40.00 feet, a length of 62.83 feet, with a cord of 56.57 feet to an iron pin on the easterly right-of-way of Willow Drive; thence along said right-of-way north 18 degrees 38 minutes east 110.00 feet to the place of beginning. CONTAINING 13.156.64 square feet of land in all. Being Lot #153 of Section "C", Park Place Village, as laid out for Roman Homes, Inc. and shown on draft prepared by T. Bruce James, R.S., dated April 27, 1973.

BEING A PORTION of the First Tract of land conveyed to the Grantor herein by deed of Roman Homes, Inc. dated March 13, 1975, and recorded in Columbia County Deed Book Volume 270 at page 1102.

CONTINUED ON THE ATTACHED "Exhibit A"

Any transfer, sale or conveyance of title to the premises described herein, without the prior written consent of the mortgagee, shall make all sums under the Note and any guaranties thereof which are secured by this mortgage immediately due and payable on demand, irrespective of any provision herein to the contrary.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, sie conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, lasues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if ony, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated March 1995
in the principal sum of \$ 35,000.QGigned by Bernadine B. Shomo, Individually and t/a Our Gaidw Bread and David T. Shomo, Individually in behalf of themselves/business.

184 Form 987 (3-72) Previous Editions are Obsolete.

8001 344 PAGE 615

SUBJECT to the covenants and restrictions for Park Place Village as recorded in Deed Book 217, page 365.

BEING THE SAME premises which Twin Hills Development Corporation, a Pennsylvania Corporation by Indenture dated August 23, 1979, and recorded in the Recorders Office Columbia County in Deed Book #294, Page 242 etc. on August 27, 1979, granted and conveyed unto David T. Shomo and Bernadine B. Shomo, his wife.

EXHIBIT "A"

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgages, its successurs or ossigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgages). Furthermore, should mortgager fail to core any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgager hereby agrees to permit mortgages to cure such default, but mortgages is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagen may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgager will give immediate notice in writing to mortgage, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgager and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the martgager to keep the huildings on said premises and those erected on said premises, or improvements thereon, in good supair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the tien of this murtgage.
- A. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgages; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially after any huilding without the written consent of the mortgages.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

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2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured bereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby accured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgager having waived and assigned to the mortgagee all rights of appraisement):
 - (1) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or
 - (11) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and beat bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgager (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgager and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgager hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgager to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestrad, dawer, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
 - (tit) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgages for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgages will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgager fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgager shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 4. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- The property of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in secondance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in the way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

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	pursuant to the provisions of this instrument shall be ad- reet, Berwick, Pennaylvania 18603 and any written notice to be insued to the mortgagee shall
be addressed to the mortgages at One Bala Cynwy Pa. 19004	yd Plaza, Suite 400 E, East Lobby, Bala Cynwyd,
IN WITNESS WHEREOF, the mortgagor has executed to this instrument so of the day and year aforesaid. Yes considered to the day and year aforesaid. Yes considered to the presence of the following witnesses:	David T. Shomo Bernadine B. Shomo Recorded in Columbia County
Market Control of the	Record Bk 344 pg 615 March 6, 1985, 13:12am
	Benerly J. Michael. Admit Dy Schnit Day
	ACCOMPANIE OF THE STATE OF THE
proven to be the person(s) whose name(B. Shomo, his wife, known to me, satisfactorily s) is(are) subscribred to the within instrument e same for the persons therein contained.
	Notary Public
I hereby certify that the correct addr of the Small Business Administration i	
One Bala Plaza Suite 400 East Lobby Bala Cynwyd, Pa. 19004	
mary P. Orlahoese	YM A war of the first one of the control of the con
MORTGAGE David T. Shomo Bernadine B. Shomo Mortgagor(s) TO Small Business Administration an Agency of the U.S. Government Mortgagee	RECORDING DATA RETURN TO. Small Business Administration Small Business Administration Suite 400 East Lobby Address Suite 400 East Lobby Saia Cynsyd, Pa. 19004
\$39F 344	PAGE 619



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

(717)787 - 3646

LeRoy S. Zimmerman

August 19, 1987

Reply To:

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

John R. Adler, Sheriff Columbia County Courthouse Bloomsburg, PA 17815

Dear Sheriff Adler:

The records of this office indicate that no claim has been referred here for collection against David T. or Bernadine Shomo. This does not necessarily mean that the Commonwealth has no claim through any of its departments or agencies, but only that the Attorney General's Office has not been requested to enforce any.

Very truly yours,

Thomas C. Zerbe, Jr. Deputy Attorney General

Collections Unit

TCZ/kf

GEFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 8LOOMSBURG, PA. 17815

РНОМЕ: **717-**784-199**1**

Auty. Joseph Serling 960 United Ponn Bank Bldg. Wilkes-Barre, PA 18701

Sworn and subscribed before me this 26 day of lugust

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

AT CAME A DECROTOR OF LOS

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

NO. 1228 of 1986 JD

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

August 24, 1987	POSTED A COPY OF THE SHEKIFF 5
SAME BILL ON THE PROPERTY OF	David T Shomo and Bernadine B. Shomo
400 Maple Road, Park Place Vi	llage, Berwick, PA 18603
COLUMBIA COUNTY, PENNSYLVANIA.	SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise	Frantz
	SO ANSWERS:
	Deputy Sheriff
	FOR:
	John R. Adler, Sheriff

Cout. # P537 419 733

JOHN R. ADLER



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

PHONE 717-784-1991

August 12, 1987

Atty. Joseph Serling United Penn Bank Building Wilkes-Barre, PA 18701

RE: Atlantic Financial Federal vs David & Bernadine Shomo No. 41 of 1987 ED No. 1228 of 1986 JD

Dear Mr. Serling:

Enclosed are copies of the mailing receipts of notices sent to the lien holders.

Sincerely,

Louise Frantz

Deputy

cc: file

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. 80X 380 8100M88URG, PA. 17815

PHONE 717-784-1991

August 12, 1987

Joseph Serling 960 United Penn Bank Bldg. Wilkes-Barre, PA 18701

RE: Atlantic Financial Federal vs David & Bernadine Shomo No. 41 of 1987 ED 1228 of 1986 JD

Dear Mr. Serling:

Enclosed are notarized copies of the return of service on the above mortgage foreclosure.

Sincerely, Louise Fin J

Louise Frantz

Deputy

cc:file

JOHN R. ADLER



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

PHONE: 717-784-1991

Joseph Serling 960 United Penn Bank Building Wilkes-Barre, PA 18701

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

NO. 41 of 1987 ED 1228 of 1986 JD WRIT OF EXECUTION

SERVICE ON DAVID SHO	OMO
ON August 3, 1987 attested copy of the within Writ of Foundation of the Notice of Sheriff's Sale of Reddefendant, Bernadine Shome, his wife	, a true and Execution and a true copy eal Estate was served on the at 400 Maple Rd,
Park Place Village, Berwick, PA 18603	by Deputy James Dent
Service was made by personally handin Notice of Sheriff's Sale of Real Esta	g said Writ of Evecution and

So Answers!

For:

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

Tame & Flere

My: Docothy Song

Tami B. Kling, Prothonotary

Columbia County, Pennsylvania

160 - 1 - 122 / 18 m 160 1, 1882

OFFICE DE

JOHN R. ADLER



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

PHONE: 717-784-1991

Joseph Serling 960 United Penn Bank Building Wilkes-Barre, PA 18701

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

NO. 41 of 1987 ED 1228 of 1986 JD WRIT OF EXECUTION

SERVICE ON BERNADINE SHOMO

ON August 3, 1987 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, Bernadine Shomo at 400 Maple Rd.
Park Place Village, Berwick, PA 18603 by Deputy James Dent
Service was made by personally handing said Writ of Execution and Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers!

For:

Sworn and subscribed before me this 12th day of August

Ly Abrothy Long. Tami B. Kline, Proshonotary Columbia County, Pennsylvania

Section of the sectio

JOHN R. ADLER



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

PHONE 717-784-1991

August 12, 1987

PRESS-ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815

RE: Advertising sale dates for Shomo property
No. 41 of 1987 ED 1228 of 1986 JD

Dear Sir:

Attached is a copy of the sale bill for the Shomo property in Park Place Village, Berwick.

Please print this real estate sale in the following editions of the PRESS-ENTERPRISE:

September 4, 1987

September 11, 1987

September 18, 1987

Any questions, please feel free to contact me at 784-1991.

Source Front

Louise Frantz

Deputy

cc: file

JOHN R. ADLER



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

PHONE 717-784-1991

Date: Aug //	1987	•		
To: Kerstone	Water C	<u>ర</u>		
Wast Fra	nt 5t			
Berwick,				
		<u> </u>		
RE: Atlantic Fin	UBNE/h/vs	Shomo, 1	Aud & E	Berucine
No. 4/ of/	9 <u>87</u> ed	No. 1228	of 1981	_JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



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

PHONE 71**7-**784-1991

Date: Aug 11, 1987	
To: Conne Gingher	_
Midtown PlAZA	_
120 R.E. 3-d 5t.	_
Berwick, Pp 18603	
RE: At/MATIC FINIMANCIAL VS Shomo,	DAVID & Berndine
No. 4/ of 1987 ED No. 120	28 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office <u>IMMEDIATELY</u>.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



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

PHONE 717-784-1991

Date: <u>Aug 11, 1987</u>
IO: Internal Revenue Service
Po. Box 12050
Phila Penna. 19106
Special Procedures Function
RE: Offentie Financel VS Shome, David & Bernadine
No. 4/ of 1987 ED No. 1328 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincegely,

John R. Adler

JOHN R. ADLER



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

PHONE 717-784-1891

Date: <u>Aug 11 1987</u>
To: Commonwealth of Penna
Dept of Revenue
Bureau of Accounts Settlement
POBOX 2055 HAMIS hung, Penns. 17105
RE: Aflantic Funner 1 vs Shomo, DAVID & BernAdine
No. 4/ of 1987 ED No. 1228 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



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

PHONE 717-784-1991

Date: Lug 11, 1987
To: Office of F.A. I.K.
Dept of Public Welfare
PO Box 8016
Amrisburg, PA 17105
RE: Atlantic Finance 1 vs 5homo, David & Bennadine
No. 4/ of 1987 ED No. 1228 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



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

PHONE 717-784-1991

Date: Aug 11, 1987
To: Thomas C. Lorbe, JR.
Depute Atte General
Collections Det
4th + walnut St. Harrisburg, Penns 17120
RE: Atlantie Financial vs Shomo, Dand T. & Bernadine B.
No. 4/ of 1987 ED No. 1228 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office <u>IMMEDIATELY</u>.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. C. BOX 350 BLOOMSBURG, PA. 17815 ...

PHONE 717-784-1991

Date: Aug 1/ 1987
To: Mr. Chris Klinger Borough of Berwick
244 Market 51
P K Fenny. 18603
211 / K Shome David & Bernadine
No. 4/ of 1987 ED No. 1228 of 1986 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler

JOHN R. ADLER



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

PHONE 717-784-1991

July 29, 1987

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

Louise M. Frantz

Some of Funty

Deputy

Enc.

Sout Co. A. mail
7/29/87
8 8486 514 9/0

JOSEPH SERLING ATTORNEY AT LAW 960 UNITED PENN BANK BUILDING WILKES-BARRE, PENNSYLVANIA 18701

AREA CODE 717 TELEPHONE 923-2181

July 14, 1987

Small Business Administration 20 North Pennsylvania Ave., Wilkes-Barre, Pa.

> RE: David and Bernadine Shomo Mortgage Foredosure

Gentlemen:

Please be advised that I represent Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal.

On September 29, 1987 a Sheriff's Sale will take place in the Sheriff's Office in Columbia County Court House, Bloomsburg, Pa. at 10:00A.M., on the following:

David T. and Bernadine B. Shomo property situate: 400 Maple Rd., Park Place Village Berwick, Columbia Co. Pa.

In completing a bring down search the following was found:

Mortgage: SBA v. David and Bernadine Shomo dated March 4, 1985 recorded to M.B. 344, page 615 sum of \$35,000.

THIS WILL BE THE ONLY NOTICE YOU WILL RECEIVE FOR NOTICE OF SAID SALE TO PROTECT ANY INTEREST YOU HAVE INTHE ABOVE NAMED AND PROPERTY.

Should you have any questions, please contact my office.

Very truly yours,

JOSEPH SERLING, ESO.

JS/cf

JOHN R. ADLER



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

PHONE 717-784-1991

July 29, 1987

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

Louise M. Frantz

James Front

Deputy

Enc.

500 4 Card wait

JOSEPH SERLING ATTORNEY AT LAW 960 United Penn Bank Building Wilkes-Barre, Pennsylvania 1870)

AREA CODE 717 TELEPHONE 823-2181

July 14, 1987

Small Business Administration 20 North Pennsylvania Ave., Wilkes-Barre, Pa.

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In completing a bring down search the following was found:

Mortgage: SBA v. David and Bernadine Shomo dated March 4, 1985 recorded to M.B. 344, page 615 sum of \$35,000.

THIS WILL BE THE ONLY NOTICE YOU WILL RECEIVE FOR NOTICE OF SAID SALE TO PROTECT ANY INTEREST YOU HAVE IN THE ABOVE NAMED AND PROPERTY.

Should you have any questions, please contact my office.

Very truly yours,

JOSEPH SERLING, ESP.

JS/cf

ALIAS-----WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to	3183 and Rule 325	57	
Sanguebanes levings waser, m/k/a	IN THE COURT OF COMMON PLEAS OF COUNTY, PENNSYLVANIA		
Atlantic Financial Federal		Tern	n 19 <u>86</u> J.D.
vs.		!/Tern	
David I. Shome and			11 19.8.2
Bernadine B. Shome, his wife	ALIAS WR (MORT	IT OF EXECUTION GAGE FORECLOSURE)	
Commonwealth of Pennsylvania:			
County of Columbia			
TO THE SHERIFF OF	COUNTY, PENNSYLV	ANIA:	
To satisfy the judgment, interest and costs in the a described property (specifically described property below	w).	ted to levy upon and se	ell the following
	- 50 240 49		
Amount Due plus costs and	\$ 50,349.48		
Interest from9/30/86 to 7/10/87 plus Atty Commission TOTAL	\$_5,484.45 1,354.41 \$ 57,088.34	Plus costs & int fro of sale. pd. l	om 7/11/87 to dat 4.2973
as endorsed.	- Restingmotar	y, Court of Common Ple	as of
Dated _ 7- 20-87	Please Co	unty, Pennsylvania	_
(SEAL)	By: Keli	~ K. Yu	Deputy

(SEAL)

SUSQUEHANNA SAVINGS, ASSOC. n/k/a ATLANTIC FINANCIAL PEDERAL

IN THE COURT OF CL. ON PLEAS

OF COLUMBIA COUNTY

plaintiss

CIVIL ACTION-LAW

06

US.

Action of Mortgage Foreclosure

DAVID T. SHOMO AND BERNADINE B. SHOMO, his wife

NO. 1228

1986

Defendants

THEIR OF EMECUTION ALIAS

NOTICE

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWFER 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 LOCAL BELP.

> SUSQUEHANNA LEGAL SERVICES R.D. #4 Bloomsburg, Pa. 17815

(717) 784-8760

By virtue of a Writ of Execution No. 41 of 1987 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale by vendue or outery to the highest and best bidders, for eash, in the Photiss's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on

Tuesday September 29, 1987 at 10:00 A.M. o'clock in the forexoon of the said day, all the right, title and interest of the Defendants

in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows: BEGINATING at an iron pin on the easterly right of way of Willow Prive; said rin being at the southwest corner of Lot No. 160; thence along the southerly line of Lots #160 and #161 South 71 degrees 22 minutes East 85.00 feet to an iron pin it the nurthwest carner of Lot #152; thence along the westerly line of Lot #152 South 18 deprees 38 minutes West 150.00 feet to an iron pin on the northerly right of way of Marce Road; thence along the northerly right of way of Maple Road North of degrees 22 minutes west 45.00 feet to a point of Tangent; thence along same and on a liter to the right having a delta angle of 90 degrees 00 minutes, a radius of 10.00 feet, a castarly right of way of WILLOW Drives thence along said right of way with 13 degrees 38 minutes East 110.00 feet to the place of Beginning.

CONTAINING 13,156.64 square feet of land in all. Being Lot #153 of Section

'C", Park Place Village, as laid out for Roman Homes INc., and shown on draft pre-

ested by T. Styce James, R.S. dated April 27, 1973.
SETVG the same premises conveyed by Twin Hills Defelopment Corporation to David T. Shome, and Bernadine B. Shome, his wife, by deed dated August 23, 1979, page 242 and necotiled in deed book 294

IMPROVED with a single family dwelling 400 Maple Road, Park Place Village,

Berwick, Columbia County, Pennsylvania.

Notice is rereby given to all claimants and parties in interest that the Sheriff will on September 30, 1987 . The a Schedule of Distribution in his office, where the same will be available for imprection and that Distribution will be rade in accordance with the Schedule unless exceptions are filed thereto within ter (12) days thereafter.

Sciend and taken into execution at the suit of Atlantic Financial Federal, formetly those as Susquehanna Savings and Loan Association of Wilkes-Barre, vs. David

T. Shome and Sernadine B. Shomo, his wife.

Said premises will be sold by: SMERIFF OF COLUMBIA COUNTY JOHN R ADLER

JOSEPH SERLING, ATTORNEY

ALIAS

(SEAL)

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

Susquehanna Savings Assoc. n/k/a		THE COURT OF CO	MMON PLEAS OF
Atlantic Financial Federal	Colu	COUNTY,	PENNSYLVANIA
vs.	No	1223	Term 19J.
David I. Shomo and	No	41_	Term 19 <i>87</i> Е.
Bernadine B. Shomo, his wife	ALIAS	WRIT OF EXEC	CUTION ECLOSURE)
Commonwealth of Pennsylvania:			
County of Columbia			
TO THE SHERIFF OFCOLUMNIA	COUNTY, PI	ENNSYLVANIA:	
To satisfy the judgment, interest and costs in the described property (specifically described property bel SEE ATTACHED DESCR	,-	are directed to levy up	on and sell the following
Amount Due Plus Profit and 9/30/86 to 7/10/87 plus Atty Comission	\$ 50,349.44 \$ 5,484.43 \$ 1,254.43 57,088.34	Plus costs	nt from 7/11/87
s endorsed.	Death	to date of s	ile. p.d. 14.2973
ated 7-20-87	C - Fromo	ootary, Court of Commo County, Pennsylvania	on Pleas of

Deputy

SUSQUEHANNA SAVINGS, ASSOC. n/k/a ATLANTIC FINANCIAL FEDERAL

IN THE COURT OF AMMON PLEAS

Plaintiff

OF COLUMBIA COUNTY

V.5.

CIVIL ACTION-LAW

.

Action of Montgage Foreclosure

DAVID T. SHOMO AND

BERNADINE B. SHOMO, his wife

Pefendants

NO. 1228 06 1986

ALTAS- URIT 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 feld or taken to pay the judgment. You may have rights to be represented by the property from being taken. A lawyer can advise you rights, you must act promptly.

The law provides that you may be able to position the court to open or strike the judgment against you. In addition you may be able to petition to set aside the sale for; (1) crossly inadequate it sale; or (4) fraud.

FOR SHOULD TAKE THIS PAPER TO YOUR LANGER AT ONCE. IF YOU SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET GROWL HELP.

SUSQUEHANNA LEGAL SERVICES R.D. #4
Bloomsburg, Pa. 17815

(717) 784-8760

So virtue of a Writ of Execution No. 41 of 1987 issued out of the Court of Common Pleas of Columbia County, to me aircrated, there will be exposed to public sale by vendue or outery to the highest and pest bidders, for eash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on Tuesday September 29, 1987 at. 10:00 A.M. o'clock in the foresoon of the said day, all the right, title and interest of the Defendants

All that certain piece or parcel of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows: BEGINAING at an iron pin on the easterly right of way of Willow Drive; said rin being at the southwest corner of Lot No. 160; thence along the southerly line of Late =130 and #161 South 71 degrees 22 minutes bast 85.00 feet to an iron pin at the northwest corner of Lot #152; thence along the westerly line of Lot #152 South is described 38 minutes West 150.00 feet to an fron pin on the northerly right of may of Figure Road; thence along the northerly night of way of Maple Road North Testes Co minutes West 45.00 feet to a point of Tangent; thence along same and on a curve to the right having a delta angle of 30 degrees 00 minutes, a radius of 40.00 feet, a easterly right of way of WIllow Drive; thence along said right of way North 13 degrees 38 minutes East 110.00 feet to the place of Beginning.

CONTAINING 13, 156.64 square feet of land in all. Being Lot #153 of Section "C", Part Place Village, as laid out for Roman Homes INc., and shown on draft pre-

pared by T. Bryce James, R.S., dated April 27, 1973.

SEING the same premises conveyed by Twin Hills Defelopment Corporation to David T. Shomo, and Bernadine B. Shomo, his wife, by deed dated August 23, 1979, and recorded in deed book 294 page

IMPROVED with a single family dwelling 400 Maple Road, Park Place Village,

Betwick, Columbia County, Pennsylvania.

Votice is hereby given to all claimants and parties in interest that the Shortiss will on September 30, 1987 , file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Spiced and taken into execution at the suit of Atlantic Financial Federal, formetly known as Susquehanna Savings and Loan Association of Wilkes-Barre, vs. David

T. Shere and Eernadine B. Shomo, his wife.

Said premises will be sold by: SHERIFF OF COLUMBIA COUNTY

JOSHPH SERLING, ATTORNEY

SUSQUEHANNA SAVINGS ASSOC. : IN THE COURT OF COMMON PLEAS

n/k/a

ATLANTIC FINANCIAL FEDERAL : OF COLUMBIA COUNTY

Plaintiff CIVIL ACTION-LAW

:

vs. Action of Mortgage Foreclosure

DAVID T. SHOMO AND

BERNADINE B. SHOMO

Defendants : No. 1228 of 1986

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

JOSEPH F. CASALE, being duly sworn according to law deposes and says that he is the Manager of the Delinquent Loan Department of the N.E. Region of Atlantic Financial Federal, and as such is authorized to make this Affidavit in its behalf; that to the best of his personal knowledge, information and belief, the names and last known address of the Defendants, David T. Shomo and Bernadine B. Shomo is 400 Maple Rd., Park Place Village, Berwick, Col. Co. Pa.

JOSEPH F. CASALE

Sworn to and subscribed before me this Anday

of hilly, 1987.

Notary Public

My Commission Expires:

NOTARY PUBLIC

Serenton, Lackardanic County, Pa. My Lackardson Exches Lackary 29, 1990

Susquehanna Savings Assoc. n/k/a Atlantic Financial Fed :

IN THE COURT OF COMMON PLEAS OF THE 26TH MUDICIAL DISTRICT COLUMBIA COUNTY BRANCY, PENNA.

Plaintiff

CIVIL ACTION-LAW

Plaintiff

No.

JD 1986

vs.

David T. Shomo and Bernadine B. Shomo, h/w

Defendant

IO: COLUMBIA COUNTY SHERIFF:

SETZE, LEVY, ADVERTISE AND SELE all the real property of the Defendant located at 400 Maple Rd., Prik Place Village, Berwick, Pa.

You are hereby released from all responsibility in not placing watchmen or insurance on real property lowied on by virtue of this Writ.

AFFIDAVIT OF NON MILITARY SERVICE

OF DEFENDANT *************

COMMONWEALTH OF PENNSYLVANTA : SS:
COUNTY OF LUZERNE :
JOSEPH F. CASALE being duly sworn according
to law, does depose and say that he did, upon request of
Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal
investigate the status of David T. Shomo and Bernadine B. Shomo
with regard to the Soldiers' and Sailors' Civil Relief Act of
1940; and that he made such investigation personally
and your affiant avers that
THEY XX/are not now, nor XXX/were XX/they, within a
period of three months last, in the military or naval service
of the United States within the purview of the aforesaid Soldiers'
and Sailors' Civil Relief Act of 1940.
Joseph V. CASALE COSE
Sworn to and subscribed before me
this 1677) day of JULY, 198 7.
My Commission Expires:

NorMany Possible Screeton, isokaraban County, Pab My Compression Copies North 29, 1990

AFFIDAVIT OF NON MILITARY SERVICE

OF DEFENDANT ************************

COMMONWEALTH OF PENNSYLVANIA : COUNTY OF LUZERNE : SS:
JOSEPH F. CASALE being duly sworn according to law, does depose and say that he did. upon request of Susquehanna Savings Assoc. n/k/a Atlantic Financial Federal investigate the status of David T. Shomo and Bernadine B. Shomo with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally
and your affiant avers that
THEY XX/are not now, nor XXX/ware NX/they, within a
period of three months last, in the military or naval service
of the United States within the purview of the aforesaid Soldiers'
and Sailors' Civil Relief Act of 1940.
HOSEPH F. CASALE CO
Sworn to and subscribed before me
this day of JULY, 198 7.
lu Commission Expires:

NOTORY PORMO
SCENION, Mich inversionally, Pau
My commission inversional actual 45, 4950

JOSEPH SERLING ATTORNEY AT LAW 960 UNITED PENN BANK BUILDING

960 UNITED PENN BANK BUILDING AREA CODE 717
WILKES-BARRE, PENNSYLVANIA 18701 TELEPHONE 823-218)

July 27, 1987

Sheriff of Columbia County Columbia County Court House, Bloomsburg, Pa. 17815

> RE: David and Bernadine Shomo No. 41-1987 execution

Dear Sir:

Please advise my office as to when the sale date has been set in the above referenced mortgage foreclosure.

Your kind cooperation in this matter will be appreciated.

very truly yours,

JOSEPH SERLING, ESQ.

JS/cf

JOHN R. ADLER



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

PHONE 71**7-**784-1991

July 28, 1987

Mr. Joseph Serling, Esq. 960 United Penn Bank Building Wilkes-Barre, PA 18701

RE: David and Bernadine Shomo No. 41-1987 execution

Dear Mr. Serling:

The sale date on the above matter is tentatively scheduled for September 29, 1987 at 10:00 a.m. I'm sure you are aware that this date is subject to change should any complications arise. If that would be the case, you will be notified immediately.

Sincerely,

Louise M. Frantz

Deputy

cc: File

DATE	DESCRIPTION	ACCOUNT NO.	AMOUNT	CHECK NO.
:2557	275103668 BHEMD BHERDFF 00	ara :29032379	E00.0	999544153

AtlanticFinancial Federal



No. 99-06441

PLEASE CASH WITHIN 90 DAYS

8-143/430

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

PAY

TO THE ORDER OF

#9906441# #O43001435#

10 ** 10 70 211*

LIST OF LIENS

VERSUS

	Court of Common Pleas of Columbia	County, Pennsylvania
Susquehanna Savings Assoc, n/k/a	No	m 1086
	Real Debt	
Atlantic Financial Federal		• • • •
	Interest from .9/30/86	
versus	Commission	
David T. Shome and Donnadina B. Shame	Costs	
David T. Shomo and Bernadine B. Shomo, his wife	Judgment entered December 15, 19	
	Date of Lien	
J	Nature of Lien Default Judgment	<u>.</u>
	No of	Term, 19
	Real Debt	[\$
	Interest from	
versus	Commission	•
(Costs	• •
	Judgment entered	•
	Date of Lien	
	Nature of Lien	
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versus	Commission	•
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versus	Commission	1
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	Date of Lien	* * * * * * * * * * * * * * * * * * * *
	Nature of Lien	
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versus	Costs	· · · · · · · · · · · · · · · · · · ·
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versus	Costs	