

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

COLUMBIA COUNTY FARMERS
NATIONAL BANK

Plaintiff

vs

CARROLL M. FRITZ and
MARILYN J. FRITZ
AND

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION
Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 54 Term 19 87 E.D.

No. Term 19 A.D.

No. 420 of 1987 Term 19 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

To satisfy the judgment, interest and cost in the above matter you are directed to levy upon and sell the following described property (specifically described property below):

SEE PROPERTY DESCRIPTION ATTACHED HERETO.

Amount Due
Atty. Comm.
Interest ~~xxxx~~ to 9/21/87

\$ 1,281.31
192.20
\$ 97.89

Total

\$ 1,571.40* Plus costs

as endorsed

*TOGETHER with interest at the
rate of 22% per day from 9/21/87
to the date of payment.

Dated 10-2-87
(SEAL)

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By:

Helen K. Luni

Deputy

SHERIFF'S SALE DESCRIPTION

ALL THE FOLLOWING CERTAIN pieces and parcels of land situate in Jackson Township and in Benton Township, Columbia County, Pennsylvania, bounded and described as follows:

SITUATE in Jackson Township, Columbia County, Pennsylvania:

TRACT NO. 1: BOUNDED on the north by lands now or formerly of Hiram Knouse and Phillip Hirleman; on the east by lands now or formerly of Hiram Knouse; on the south by lands now or formerly of Abraham Knouse and John Savage, and on the west by lands now or formerly of Moses Savage, and CONTAINING 67 acres of land, be the same, more or less.

TRACT NO. 2: BEGINNING at a stone and running thence by land late of B. F. Savage, and later of Thomas Benjamin, south 85 degrees 9 minutes east, 57.4 rods to a corner near a chestnut; thence by land formerly of B. F. Savage and lands later of Thomas Benjamin, south 5 degrees 15 minutes west, 174 rods to a post; thence by land now or formerly of A. J. and S. L. Knouse, north 55 degrees 24 minutes west, 142.2 rods to a post; thence by land now or formerly of Joshua Savage, north 21 degrees 9 minutes east, 127 rods to the place of beginning, and CONTAINING 70 acres and 146 perches of land.

TRACT NO. 3: BEGINNING at a chestnut-oak stump and running thence by land now or formerly of Joshua Savage, north 85 degrees 9 minutes west, 63.2 rods to a post; thence by the same north 2 degrees 20 minutes east, 16.6 rods; thence south 85 degrees 9 minutes east, 60.3 rods to a stone in a public road; thence north 14 degrees 30 minutes west, 15.7 rods; thence north 16 degrees 45 minutes west, 22 rods; thence north 10 degrees 30 minutes west 34 rods; thence north 16 degrees 15 minutes west, 25.3 rods; thence north 11 degrees 30 minutes west, 20.6 rods; thence north 3 degrees 45 minutes east, 22.3 rods, all along land now or formerly of Phillip Hirleman and Samuel Knouse and in public road; thence along Hartman south 85 degrees 9 minutes east, 42.9 rods to a stone; thence along land now or formerly of Hartman and Thomas Benjamin south 5 degrees 30 minutes west, 150.9 rods to the place of beginning, and CONTAINING 22 acres and 60 perches of land and UPON WHICH are erected a two story plank nine-room house, barn and outbuildings.

TRACT NO. 4: BOUNDED on the north by lands now or formerly of Harry Fritz and Harry Hess; on the east by lands now or formerly of Jonas Hartman; on the south by lands now or formerly of Jonas Hartman and Thomas Knouse; on the west by lands now or formerly of Thomas Benjamin, and CONTAINING 82 acres of land, more or less.

SITUATE in Benton Township, Columbia County, Pennsylvania:

TRACT NO. 5: BOUNDED on the north by land of Harry Brown; on the east by the Old State Highway; on the south by land of Roy R. Hess, and on the west by the Highway leading from Maple Grove to Stillwater; this lot of land is 228 feet wide along the State Road and 150 feet deep along land of Roy R. Hess.

TRACT NO. 6: BEGINNING at a post in the public road leading to Benton, thence by lands of F. U. Shultz and Harry Shultz, south 87 degrees east 74 perches along the said road to a post and lands of W. B. Evans; thence along said lands south 3 degrees west 69 perches to a post; thence by the same lands south 87 degrees east, 12.5 perches to a post in the public road leading to Fairmount Springs; thence by the same public road south 29 degrees west, 25 perches to a stone in the public road and lands of W. S. Doty; thence by lands of said Doty, north 87 degrees west, 68 perches to a post and lands of William Giddings; thence by lands of said Giddings, north 3 degrees east, 43 perches to a post; thence by the same north 87 degrees west, 7.5 perches to a post; thence by the same north 3 degrees 44 perches to a post in the public road leading to Benton, the place of beginning. CONTAINING 39 acres and 25 perches, strict measure.

TRACT NO. 7: BEGINNING at a corner in the public road leading from Stillwater to Fairmont Springs near lands of Brad Evans; thence along said public road south 5 degrees west, 47.9 perches to a corner in the said public road; thence along land of William and Hulda Doty, south 97 degrees west, 81.7 perches to a corner; thence along lands of William and Hulda Doty, north 8 degrees east 48.8 perches to a corner; thence along land of John Gidding and A. Thompson, north 93 degrees west, 82 perches to a corner in the public road, the place of beginning. CONTAINING 24 acres and 140 perches of land. WHEREON are erected a dwelling house, barn and outbuildings.

EXCEPTING AND RESERVING from Tracts 6 and 7 above a parcel of land containing 1.25 acres according to a survey and draft dated June 7, 1971 as prepared by Lawrence G. Lebo, and as conveyed by the Mortgagors herein to James J. Maier and Mildred J. Maier, his wife, deed for which is dated July 22, 1971 and recorded in Columbia County Deed Book 252 at page 320.

ALSO EXCEPTING AND RESERVING THEREFROM AND THEREOUT the following:

1. Parcel or lot of land containing 2.001 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife,

by Deed dated May 5, 1975 and recorded in Columbia County Deed Book 271 at Page 839, unto Virgil Boyd Hamilton and Mary Ann Hamilton, his wife.

2. Parcel or lot of land containing 2.000 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated January 15, 1975 and recorded in Columbia County Deed Book 271 at Page 867, unto Gary A. Borelli.

3. Parcel or lot of land containing 3.842 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated August 26, 1975 and recorded in Columbia County Deed Book 273 at Page 200, unto Thomas H. Parr.

4. Parcel or lot of land containing 2.382 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated October 21, 1977 and recorded in Columbia County Deed Book 284 at Page 601, unto Guy L. Stackhouse and Nancy E. Stackhouse.

5. Parcel or lot of land containing 13.230 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated December 29, 1977 and recorded in Columbia County Deed Book 285 at Page 102, unto Richard Cherrington and Josephine Cherrington, his wife.

6. Parcel or lot of land containing 2.784 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated April 27, 1979 and recorded in Columbia County Deed Book 292 at Page 413, unto Kenneth B. McCahan and E. Elizabeth McCahan, his wife.

7. Parcel or lot of land containing 1.5986 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated November 20, 1979 and recorded in Columbia County Deed Book 296 at Page 321, unto Gary Borelli and Lisabeth J. Borelli, his wife.

8. Parcel or lot of land containing 2.790 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated August 29, 1980 and recorded in Columbia County Deed Book 299 at Page 321, unto Douglas A. Fulford and Judith W. Fulford, his wife.

9. Parcel or lot of land containing 2.13 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated August 1, 1980 and recorded in Columbia County Deed Book 300 at Page 63, unto Bradley L. Williams.

10. Parcel or lot of land consisting of a 50 foot right-of-way conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated December 6, 1983 and recorded in Columbia County Record Book 328 at Page 207, unto Wayne Bizup and Jean M. Bizup, his wife.

11. Parcel or lot of land containing 130.836 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated April 9, 1986 and recorded in Columbia County Record Book 364 at Page 110, unto Mark P. Messinger.

12. Parcel or lot of land containing 3.736 acres conveyed by Carroll M. Fritz and Marilyn J. Fritz, his wife, by Deed dated June 12, 1986 and recorded in Columbia County Record Book 368 at Page 489, unto Frederick R. Foust and Shelva J. Foust, his wife.

TOGETHER with all buildings and improvents erected thereon.

NOTICE OF RIGHTS IN FORECLOSURE

1. Attached hereto is a copy of the Writ of Execution and Notice of Sale. They have been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

2. YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

SUSQUEHANNA LEGAL SERVICES
168 West Fifth Street
Bloomsburg, PA 17815
Telephone (717) 784-8760

3. You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

4. You may have the right to prevent the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

5. If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint and Notice To Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether Plaintiff has a valid claim to foreclose the mortgage.

6. You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice To Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

7. You may also have the right to petition the Court to stay or delay the execution and the Sheriff's sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

8. You may also have the right to have the Sheriff's sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's sale. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property. The Sheriff will deliver the deed if no petition to set aside the sale is filed within ten (10) days from the date when the Schedule of Distribution is filed by the Sheriff.

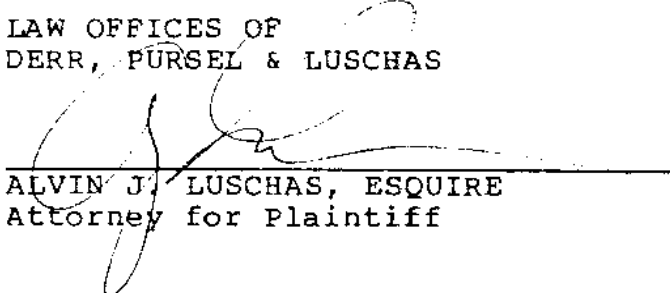
9. Claims against property must be filed with the Sheriff before the above sale date.

10. Claims to proceeds must be made with the Sheriff before distribution.

11. Schedule of Distribution will be filed by Sheriff no later than thirty (30) days from the sale date.

12. Exceptions To Distribution or a Petition To Set Aside The Sale must be filed with the Sheriff no later than ten (10) days from the date the Schedule of Distribution is filed by the Sheriff.

LAW OFFICES OF
DERR, PURSEL & LUSCHAS



ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

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

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

3. Article Addressed to:

State Tax Office Commonwealth of Pa.
Dept. of Revenue Bureau of Acct.
Settlement
P.O. Box 2055
Harrisburg, Pa. 17105

4. Article Number

P 587 128 201

Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X

7. Date of Delivery

10-22-86

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to:
Columbia County Farmers National Bank
232 East Street
Bloomsburg, Pa. 17815

4. Article Number
P-587-128-209
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
10-22-86

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to:
Federal Tax Office IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures Function

4. Article Number
P 587 128 202
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
10-26-86

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to:
Pross Enterprise
Lackawanna Ave
Bloomsburg Penna
17815

4. Article Number
P-587-128-169
Type of Service:
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

6. Signature - Agent
X

7. Date of Delivery
10-26-86

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

delivered to and the date of delivery, for additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to:

Pennsylvania Personal Tax
Thomas C. Zerbe, Jr.
Deputy Attorney General
Collections Unit
Fourth and Walnut St.
Harrisburg, Pa. 17120

4. Article Number

P 587 128 200

Type of Service:

☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X

7. Date of Delivery

10-26-86

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

DOMESTIC RETURN RECEIPT

PS Form 3811, Feb. 1986

44-38861-2008

DOMESTIC RETURN RECEIPT

1. ☐ Show to whom delivered, date, and addressee's address.
2. ☐ Restricted Delivery.
3. Article addressed to:
Business Box, Small Business Admin.
20 N. Pennsylvania Ave., Room 217
P-381-128 203
4. Article Number:
5. ☐ Insured
6. ☐ COD
7. ☐ Signature of addressee or
signature of agent (if authorized)
8. ☐ Signature of sender (if required)
9. ☐ Signature of carrier (if required)
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99. ☐ Signature of sender (if required)
100. ☐ Signature of recipient (if required)

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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

2. ☐ Restricted Delivery.

3. Article Addressed to:

Jackson Township Tax Collector
 Martha L. Starr
 RD#3 Box 216
 Benton, Pa. 17814

4. Article Number
 P587 128 206

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
William Starr

6. Signature — Agent
 X

7. Date of Delivery
 X

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

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "R" space on the reverse side. Failure to do this prevents this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

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

2. ☐ Restricted Delivery.

3. Article Addressed to:

Benton Township Tax Collector
 Danny H. Stoneham
 RD#2 Green Acre Dr.,
 Benton, Pa. 17814
 Midtown Plaza

4. Article Number
 P-587 128 205

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee
 X

6. Signature — Agent
D. Stoneham

7. Date of Delivery
 OCT 22 1987

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

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "R" space on the reverse side. Failure to do this prevents this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

LIEN CERTIFICATE

DATE November 4, 1987

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

Owner or Reputed Owner: Fritz, Carroll M. & Marilyn J.

Former Owner: _____

Parcel No. 19-12-11-1-H

Description 75.44 (1986) Approx (80.45)

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985	42.25	24.79	246.42	313.46
			TCB FEE	70.00
			TOTAL	383.46

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

5.00
✓
1/5/87

Sheriff Sale
Dec 17 1987
Game Time
to Sheriff
11-6-87

LIEN CERTIFICATE

DATE 11/4/87

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

Owner or Reputed Owner: Fritz, Carroll & Marilyn

Former Owner: -----

Parcel No. 19-12-11-1-I

Description 75.44 Ac. Approx.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	48.03	22.99	294.74	365.76
			TCB FEE	15.00
			TOTAL	380.76

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

*5.00 file
Dec 17, 1987
Gore - info
Sheriff
11-6-87*

*5.00
AD
11/5/87*

LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: -----

Parcel No. 03-8-22A

Description 61.7 Ac.

YEAR				TOTAL	
1980	818.26	1984	791.11		
1981	852.73				
1982	823.79	1985	874.19	Total Tax	
1983	787.49	1986	935.27	All Years	5,882.84
				TOTAL	5,882.84

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

D. Long

5.00
1/5/87
11-6-87
Sherriff Sale
12/17/87
Gene E. Long
To Sheriff

LIEN CERTIFICATE

DATE 11/4/87

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Jackson Township are as follows:

Owner or Reputed Owner: Fritz, Carroll & Marilyn

Former Owner: Knouse, Richard

Parcel No. 19-10-16-D

Description 12.88 Approx Tract 3

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986			42.56	42.56
			TCB FEE	15.00
			TOTAL	57.56

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

AD
5.00
1-5-87

*Gave Info
Sheriff 11-6-87
Sheriff Sale
12-17-87*

LIEN CERTIFICATE

DATE 11/4/87

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 19 87, in Jackson Township are as follows:

Owner or Reputed Owner: Fritz, Carroll & Marilyn

Former Owner: _____

Parcel No. 19-11-2-A

Description 70.34 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	-----	-----	113.48	113.48
			TCB FEE	15.00
			TOTAL	128.48

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Demetrius Long
Director

D
5
5.00
11/5/87

Gave Info
Sheriff 11-6-87
Shanley Sale
12-17-87

LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: King, John & Marjorie H.

Parcel No. 03-03-27

Description 18 Ac.

YEAR					TOTAL
1980	75.51	1984	45.68		
1981	48.45	1985	109.94		
1982	47.13	1986	61.80	Total Tax All Years	433.98
1983	45.47				
TOTAL					433.98

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

Handwritten:
Case Info
Sheriff 11-6-87
S.C. of Sale
12-17-87

Handwritten:
P.D. 5.00
1/5/87

LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: -----

Parcel No. 03-04B-4

Description 1.37 Ac.

YEAR				TOTAL	
1980	66.63	1984	36.76		
1981	38.83				
1982	37.84	1985	99.95	Total Tax	
1983	36.60	1986	50.10	All Years	366.71
TOTAL					366.71

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

Case I-16
5.00
1/5/87

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 17, 1987

COLUMBIA COUNTY FARMERS NATIONAL BANK VS. CARROLL & MARILYN FRITZ & USA FARMERS
HOME ADMINISTRATION

No. 54 of 1987 E.D.
No. 420 of 1987 J.D.

Alvin Luschas
238 Market Street
Bloomsburg, PA 17815

Dear Mr. Luschas:

In regards to your letter requesting this office not to proceed with the sheriff sale for the above named defendants, our office has closed this matter out, and our costs for this execution sale total \$1142.78. Less your \$500.00 deposit, our office is owed \$642.78.

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

Sincerely,

A handwritten signature in cursive script that reads "Susan S. Beaver".

Susan S. Beaver
Deputy Sheriff

SSB

SHERIFF'S SALE - COST SHEET

VS. _____

NO. _____

DATE OF SALE: _____

SHERIFF'S COST OF SALE:

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

\$ _____

TOTAL \$ 277.08

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

\$ 60.00
50.00

TOTAL \$ 110.00

PROTHONOTARY: Liens List
Deed Notarization
Other _____

\$ 8.00

TOTAL \$ 8.00

RECORDER OF DEEDS: Copywork
Deed
Other _____

\$ 40.00

TOTAL \$ 40.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19____
School Taxes, District____, 19____
Delinquent Taxes, 19____, 19____, 19____ (Total Amts.)

\$ _____

TOTAL \$ _____

MUNICIPAL RENTS:

Sewer - Municipality____, 19____
Water - Municipality____, 19____

\$ _____

TOTAL \$ _____

SURCHARGE FEE: (State Treasurer)

\$ 30.00

MISCELLANEOUS: _____

\$ 25.00

TOTAL \$ 25.00

TOTAL COSTS \$ 1120.08

17 11
54

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT _____

DOCKET AND INDEX 10/10/87 51

SET FILE FOLDER UP 10/10/87

CHECK FOR PROPER INFO

WRIT OF EXECUTION 10/10/87

COPY OF DESCRIPTION 10/10/87

WHEREABOUTS OF LAST KNOWN ADDRESS 10/10/87

NON-MILITARY AFFIDAVIT 10/10/87

NOTICES OF SHERIFF'S SALE 10/10/87

WATCHMAN RELEASE FORM _____

AFFIDAVIT OF LIENS LIST 10/10/87

CHECK FOR \$500.00 -- 10/10/87

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

SET SALE DATE AND ADV. DATES AND POSTING DATES 10/10/87

POST ALL DATES ON CALANDER 10/10/87

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

SET DISTRIBUTION DATE 10/10/87

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

FILL IN ALL NO'S ON EXECUTION PAPERS 10/10/87

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) _____

SERVICE

TYPE CARDS FOR DEFENDANTS _____

PUT PAPERS TOGETHER FOR DEFENDANTS 1A 2 B - SERVED 10/22/87

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

PUT TOGETHER PAPERS FOR LIEN HOLDERS 1A 2 B

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 1A 2 B 10/10/87

- * DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 10-32-87

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 10-32-87

SHERIFF'S SALE OUTLINE CON'TSALE BILLSSEND DESCRIPTION TO PRINTER 10/22/87

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. 10/22/87

SEND NOTICES TO LOCAL TAX COLLECTORS

NOTICES TO WATER AND SEWER AUTH.

SEND NOTICES TO FEDERAL AND STATE TAX AUTH

IF BUSINESS SEND COPY TO SBA AUTH.

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE 11/4/87 SBTAX CLAIM OFFICE 11/4/87 SBTAX ASSESSMENT OFFICE 11/4/87 SBPROTH OFFICE(post on board) 11/4/87 SBPOST IN FRONT LOBBY 11/4/87 SBPOST IN SHERIFF'S OFFICE 11/4/87 SBSEND COPY TO ATTY 11/4/87 SBPOST PROPERTY ACCORDING TO DATE SET 11/2/87 SBSEND RETURN OF POSTING TO ATTY 11/4/87 SBDOCKET ALL COSTS 11/4/87 SB

PREPARE COST SHEET 2 DAYS BEFORE SALE

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE

HOLD SALE

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE

PAY DISTRIBUTION ACCORDING TO DATE

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

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED

WHEN DEED IS RECORDED SEND TO BUYER

FILE FOLDER

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 29, 1987

COLUMBIA COUNTY FARMERS NATIONAL BANK VS. CARROLL & MARILYN FRITZ

No. 54 of 1987 E.D.
No. 420 of 1987 J.D.

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

Dear Sir:

Please find enclosed a check in the amount of \$690.50 for advertising for the above named sheriff sale that was held in our office.

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

Sincerely,

A handwritten signature in cursive script, reading "Susan S. Beaver", is written over the typed name.

Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)

LIST OF LIENS

VERSUS

Carroll & Marilyn Fritz

Court of Common Pleas of Columbia County, Pennsylvania.

Columbia County Farmers National Bank

versus

Carroll M. Fritz & Marilyn J. Fritz and United States of America Farmers Home Administration

No. 420 of Term, 1987... Real Debt \$ 1,558.42 Interest from 7/24/87 Commission Costs Judgment entered Date of Lien July 27, 1987 Nature of Lien Default Judgment

Columbia County Farmers National Bank

versus

Carroll M. Fritz and Marilyn J. Fritz and United States of America Farmers Home Administration

No. 419 of Term, 1987... Real Debt \$64,756.93 Interest from 7/24/87 Commission Costs Judgment entered Date of Lien July 27, 1987 Nature of Lien Default Judgment

versus

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

versus

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

versus

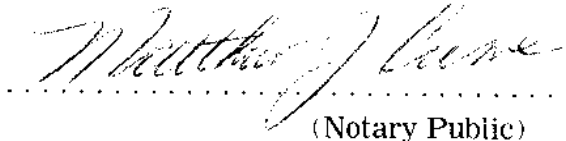
No. of Term, 19... Real Debt \$ Interest from Commission Costs Judgment entered Date of Lien Nature of Lien

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Paul R. Eyerly, III, Publisher, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . . November 24, December 1, December 8, 19 . . 87 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.



Sworn and subscribed to before me this . . 10th . . day of . . Dec . . 19 87


(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
Bloomsburg, PA Columbia County
My Commission Expires JULY 3, 1989

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

.....

State of Pennsylvania
County of Columbia

ss.

I, Beverly J. Michael, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

Carroll and Marilyn Fritz

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 10th day of December
A.D., 19 87.

Beverly J. Michael RECORDER

See Rel of M.H., Misc BK 61 pg 445 Rec'd 1-31-79
See Rel of M., Rec. Bk. 328, Pg 587 Rec. 2-2-84
See Rel of Mdg Bk 348 pg 587 Rec'd 5-22-85

This Indenture,

Made the ----- 7th ----- day of ----- October -----
Lord one thousand nine hundred and Seventy-Seven. ----- in the year of our

Between CARROLL M. FRITZ AND MARILYN J. FRITZ, his Wife, of the
Township of Benton, County of Columbia and State of Pennsylvania,

-----MORTGAGORS,

AND

THE COLUMBIA COUNTY FARMERS NATIONAL BANK OF

ORANGEVILLE, of the Borough of Benton, County of Columbia and State of
Pennsylvania, -----MORTGAGEE,

Whereas, the Mortgagor by a Bond bearing even date herewith, stand bound unto the
Mortgagee, ----- its Successors or Assigns in the sum of
One Hundred Twelve Thousand and 00/100 (\$112,000.00) ----- Dollars,
conditioned for the payment of a debt of Fifty-Six Thousand and 00/100
(\$56,000.00) ----- Dollars

payable Five (5) years from the date hereof, that is, ~~XXIX~~ September 7th, 1982,
together with interest thereon at the rate of Nine (9) percent
per annum payable quarterly on the 7th day of each and every quarter
hereafter, until ~~XXIX~~ September 1982, when the entire amount of
principal and interest shall be fully paid.

Mortgagors to have the privilege and option of making payment
on both principal and interest in full at any time before maturity.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest
and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to pay all taxes, and keep the building on said premises insured for the benefit
of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable
to the Mortgagee in the sum not less than Fifty-Six Thousand and 00/100
(\$56,000.00) -----

Dollars and take no insurance not payable to the Mortgagee -----

This Mortgage and accompanying Bond are given as additional or collateral security for the pay-
ment of any note or notes, writing or writings, contract or contracts, now or hereafter made, en-
dorsed, assigned, delivered or guaranteed by the Mortgagor g herein, -----

-----, and now due and to become due and for any note
or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or
renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for
the Mortgagor g herein, -----

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mort-
gagor do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

All that certain piece, parcel or tract of land situate, lying
and being in the Townships of Jackson and Benton, in the County of Colum-
bia, and State of Pennsylvania, bounded and described as follows,
to-wit:

See Rel of Mdg, Misc Bk 60 pg. 233 rec'd 8/30/78 See Rel of Mdg, Misc Bk 64 pg. 1, rec'd 10/7/79
See Rel of Mdg, Misc Bk 63 pg. 793 rec'd 8/10/79 See Rel of Mdg, Misc Bk 66, pg 107 rec'd 9/8/80

BEGINNING at a point in the public road leading from Rohrsburg to Waller, where William Rider's north line intersects the same; thence along the same, south 8 degrees east, 859 feet more or less, to a corner in line of lands of Arthur Wyant; thence along Wyant's line, north 79 degrees 30 minutes west, 71 perches, more or less, to an iron pin corner in line of lands of Parrish; thence along the same, north 28 degrees 30 minutes west, 64.66 perches to a stake and stones corner witness by a hickory tree; north 21 degrees 20 minutes west, 21 perches to an apple tree, north 17 degrees west, 15.36 perches to an iron pin corner; thence north 66 degrees east, 10 perches to an iron pin; north 76 degrees east, 11.66 perches to an iron pin corner on the west side of the public road leading from Waller to Rohrsburg; thence along the same, north 4 degrees west, about 61 perches to the line of lands now or late of McHenry's; thence along the same, south 74 degrees east, 33.9 perches to a corner; thence north 61 degrees east, 119 perches to a white oak corner in line of lands of John Trainer; thence along the same, south 15 degrees 45 minutes east, 42 perches, south 25 degrees 30 minutes east, 15 perches; south 10 degrees 30 minutes east, 16.8 perches; south 50 degrees west, 7 perches to a point in the public road leading from Benton to Rohrsburg; thence along the same, south 66 degrees 30 minutes east, 7.2 perches; south 5 degrees east, 10.75 perches to a corner where Trailer's and Moss's land intersects the same; thence south 85 degrees west, 6.66 perches to a corner; thence in a southeasterly course about 65 perches to a corner in line of lands of William Rider, said corner being 350 feet measured along Rider's line, from the center line of the public road leading from Rohrsburg to Benton; thence along the same (Rider's Land) south 80 degrees 15 minutes west, 75.4 perches to the place of beginning.

CONTAINING 147.22 acres of land be the same more or less.

EXCEPTING AND RESERVING out and from the above-described land a road way or strip of land along line of lands now or late of Arthur Wyant 20 feet in width from the public road to other lands of now or formerly Parrish.

EXCEPTING AND RESERVING, however, to the Grantors herein and their predecessors in title, one-half of all the minerals, oil, gas in and under the above described premises, now in the name of said Grantors, if any, together with the right to mine, prospect, drill and develop and remove the same from the said premises without damage.

IT BEING the same premises transferred and conveyed by Kent D. Shelhamer and Mary J. Shelhamer, his Wife, by their deed dated the 15th day of October, 1955, and recorded in Columbia County Deed Book 176, at Page 192, unto John J. King and Marjorie H. King, his Wife, Grantors herein.

EXCEPTING AND RESERVING THEREFROM AND THEREOUT, the following described parcel of land reserved by the Grantors herein being partly situate in Jackson Township and partly in Benton Township bounded and described as follows:

BEGINNING at a point situate along the easterly right of way line of Township Route 812 at its intersection with the centre line of Township Route 680, said point being in line of other lands of the Grantor herein before described and conveyed to Grantees herein; thence along and through Township Route 812 south 3 degrees 20 minutes east, 250 feet to a point in said Township Route 812 and in line of other lands of Carroll M. Fritz and Marilyn J. Fritz, his Wife; thence along lands of said Fritz, south 87 degrees 35 minutes west 561 feet to an iron pin corner; thence continuing by the same north 3 degrees 20 minutes west 560.5 feet to an iron pin corner; thence continuing by the same north 87 degrees 35 minutes east, 561 feet to an iron pin corner thence continuing by the lands of said Fritz and along and through Township Route 684, south 3 degrees 20 minutes east, 310.5 feet to a point being the place of beginning.

CONTAINING 7 acres of land.

The aforesaid description prepared in accordance with draft of survey of James H. Patton, R. S., dated May, 1971.

ALSO EXCEPTING AND RESERVING from the aforescribed premises a parcel of land conveyed by the Grantors herein to the Township of Benton as said premises will be described more fully in Columbia

County Deed Book 216, at Page 567.

AND BEING the same premises conveyed to Carroll M. Fritz and Marilyn J. Fritz, his Wife, by Deed of John J. King and Marjorie H. King, his Wife, dated April 27, 1976, and recorded May 10, 1976, in Deed Book 276, at Page 367.

with the appurtenances.

To Have and to Hold to the said Mortgagee, its Successors and Assigns forever

Provided that the said Mortgagee, its Successors or Assigns upon default for thirty days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for thirty days after written notice of its being due shall have been given to the Mortgagee or their Representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of ten percentum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

Provided Also, However, that if the said Mortgagee, or their Representatives shall without default pay to the said Mortgagee, its Successors or Assigns, the said principal sum, with interest, and premiums, or in case of default and of legal process shall before actual sale, pay the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby granted, and the said Obligation shall become void.

Witness the hand of _____ and seal _____ of the said Mortgagee _____

Signed, Sealed and Delivered
in the presence of

Arthur M. Hanna

Carroll M. Fritz
Marilyn J. Fritz
Marilyn J. Fritz

Seal

Seal

Seal

Seal

Seal

State of Pennsylvania
County of Columbia

On this, the 7th day of October A. D. 1977 before me
a Notary Public personally appeared
known to me (or satisfactorily proven) to be the person whose name subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.
In Witness Whereof, I hereunto set my hand and official seal.

The Precise Address of the
within described property is:
R. D. #3
Benton, PA 17814

Linda A. Huttenstine
Notary Public
Title of Office

My Commission Expires February 3, 1980

LINDA A. HUTTENSTINE NOTARY PUBLIC
BENTON BOROUGH, COLUMBIA COUNTY
MY COMM. Expires FEB. 3, 1980
Member, Per. Station of Notaries

I Heretby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage. Benton, Pennsylvania.

Attorney for

Mortgagee

Number

Mortgage

To A Corporation

CARROLL M. FRITZ
AND

MARILYN J. FRITZ, his wife,

Un

THE COLUMBIA COUNTY FARMERS

NATIONAL BANK OF ORANGEVILLE

Dated July 1977
Upon land in Jackson Township
To secure and Benton Township
Payable \$56,000.00
in five years from date.

ROBERT E. BULL
ATTORNEY AT LAW
BERWICK, PA.

Commonwealth of Pennsylvania
County of Columbia 1:00 p.m. } ss.

Recorded on this 18th day of October A. D. 1977, in the Re-
corder's Office of the said County in Mortgage Book Volume 186 Page 715

Given under my hand and seal of the said Office, the date above written.

Marvin G. Bower

Recorder

BOOK 186 PAGE 718

NO 28
RECORDED BY RECORDER
COLUMBIA CO., PA.
FAX - 480 - FEE 2
OCT 18 1 00 PM '77

See Bureauing mty, Rec d 2-10-87, Rec Rec 382 of 1013

See Property
Account on back

USDA-FmHA
Form FmHA 427-1 PA
(Rev. 3-23-78)

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by Carroll M. and Marilyn J. Fritz, his wife,

residing in Columbia County, Pennsylvania, whose post office address is _____

R.D.#1, Benton
herein called "Borrower," and: Farmers Home Administration, Pennsylvania, 17814

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
February 5, 1979	\$87,700.00	8½	February 5, 1986

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Columbia

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in the Townships of Jackson and Benton, in the County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the public road leading from Rohrsburg to Waller, where William Rider's north line intersects the same; thence along the same, south 8 degrees east, 859 feet more or less, to a corner in line of lands of Arthur Wyant; thence along Wyant's line, north 79 degrees 30 minutes west, 71 perches, more or less, to an iron pin corner in line of lands of Parriah; thence along the same, north 28 degrees 30 minutes west, 64.66 perches to a stake and stones corner witness by a hickory tree; north 21 degrees 20 minutes west, 21 perches to an apple tree, north 17 degrees west, 15.36 perches to an iron pin corner; thence north 66 degrees east, 40 perches to an iron pin; north 76 degrees east, 11.66 perches to an iron pin corner on the west side of the public road leading from Wall to Rohrsburg; thence along the

The Partial Release of mty. 11. Muc Bk 63 pg. 793 rec'd 8/16/79
 The Partial Rel of mty. Muc Bk 64 pg. 4 rec'd 12/7/79
 See 23rd Judicial District
 Recorded 1-9-80

see bill of lading
200.48 pay 200
200.50 200

same, north 4 degrees west, about 61 perches to the line of lands now or late of McHenry's; thence along the same, south 74 degrees east, 33.9 perches to a corner; thence north 61 degrees east, 119 perches to a white oak corner in line of lands of John Trainer; thence along the same, south 15 degrees 45 minutes east, 42 perches, south 25 degrees 30 minutes east, 15 perches; south 10 degrees 30 minutes east, 16.8 perches; south 50 degrees west, 7 perches to a point in the public road leading from Benton to Rohrsburg; thence along the same, south 66 degrees 30 minutes east, 7.2 perches; south 5 degrees east, 10.75 perches to a corner where Trailer's and Moss's land intersects the same; thence south 85 degrees west, 6.66 perches to a corner; thence in a southeasterly course about 65 perches to a corner in line of lands of William Rider, said corner being 350 feet measured along Rider's line, from the center line of the public road leading from Rohrsburg to Benton; thence along the same (Rider's Land) south 80 degrees 15 minutes west, 75.4 perches to the place of beginning. CONTAINING 147.22 acres of land be the same more or less.

EXCEPTING AND RESERVING out and from the above described land a road way or strip of land along line of lands now or late of Arthur Wyant 20 feet in width from the public road to other lands of nor or formerly Parrish.

CONTINUED ON SCHEDULE "A"

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

SCHEDULE "A"

EXCEPTING AND RESERVING, however, to the Grantors herein and their predecessors in title, one-half of all the minerals, oil, gas in the under the above described premises, now in the name of said Grantors, if any, together with the right to mine, prospect, drill and develop and remove the same from the said premises without damage.

IT BEING the same premises transferred and conveyed by Kent D. Shelhamer and Mary J. Shelhamer, his wife, by their deed dated the 15th day of October, 1955, and recorded in Columbia County Deed Book 176 page 192, unto John J. King and Marjorie H. King, his wife, GRANTORS herein.

BEGINNING at a point situate along the easterly right of way line of Township Route 812 at its intersection with the centre line of Township Route 680, said point being in line of other lands of the Grantor hereinbefore described and conveyed to Grantees herein, thence along and through Township Route 812 south 3 degrees 20 minutes east, 250 feet to a point in said Township Route 812 and in line of other lands of Carroll M. Fritz and Marilyn J. Fritz, his wife; thence along lands of said Fritz, south 87 degrees 35 minutes west, 561 feet to an iron pin corner; thence continuing by the same north 3 degrees 20 minutes west 560.5 feet to an iron pin corner; thence continuing by the same north 87 degrees 35 minutes east, 561 feet to an iron pin corner; thence continuing by the lands of said Fritz and along and through Township Route 684, south 3 degrees 20 minutes east, 310.5 feet to a point being the place of beginning. CONTAINING 7 acres of land.

The aforesaid description prepared in accordance with draft of survey of James H. Patton, R. S., dated May, 1971.

ALSO EXCEPTING AND RESERVING from the aforescribed premises a parcel of land conveyed by the Grantors herein to the Township of Benton as said premises will be described more fully in Columbia County Deed Book 216 page 567.

ALL THOSE TWO certain pieces, parcels and tracts of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at a post in the public road leading to Benton; thence by lands of F. U. Shultz and Henry Shultz, south 87 degrees east, 74 perches along the said road to a post and lands of W. B. Evans; thence along said lands south 3 degrees west, 69 perches to a post; thence by the same lands, south 87 degrees east, 12.5 perches to a post in the public road leading to Fairmount Springs; thence by the same public road south 29 degrees west, 25 perches to a stone in the public road and lands of W. S. Doty; thence by lands of said Doty, north 87 degrees west, 68 perches to a post and lands of Williams Giddings; thence by lands of said Giddings, north 3 degrees east, 43 perches to a post; thence by the same north 87 degrees west, 7.5 perches to a post; thence by the same north 3 degrees east, 44 perches to a post in the public road leading to Benton, the place of beginning. Containing 39 acres and 25 perches, strict measure.

SCHEDULE "A" Page 2

SECOND: BEGINNING at a corner in the public road leading from Stillwater to Fairmount Springs near lands of Brad Evans; thence along said public road, south 5 degrees west, 47.9 perches to a corner in the said public road; thence along land of William and Hulda Doty, south 97 degrees west, 81.7 perches to a corner; thence along lands of William and Hulda Doty, north 8 degrees east, 48.8 perches to a corner; thence along land of John Gidding and A. Thompson, north 93 degrees west, 82 perches to a corner in the public road, the place of beginning. Containing 24 acres and 140 perches of land.

WHEREON are erected a dwelling house, barn and outbuildings.

BEING THE SAME premises conveyed by Leonard Hontz and Carrie Hontz, his wife, to Edward E. and Josephine McGinn, by Deed dated August 25, 1939, recorded in Columbia County in the Office of the Recorder of Deeds in Deed Book 116, page 459; and the same premises which was seized and taken into execution at the suit of Carrie E. Hontz and Leonard Hontz vs. Edward McGinn and Josephine McGinn, and after due advertising the same was sold at Sheriff's Sale, April 15, 1950, to Harold Hontz and Leonard Hontz, Grantors herein, by virtue of Sheriff's Deed recorded in the Office of the Recorder of Deeds in Columbia County in Deed Book 147, page 95.

All those three certain pieces and parcels of land situate in Jackson Township, Columbia County, Pennsylvania, bounded and described as follows:

TRACT NO. 1 - BOUNDED on the north by lands now or formerly of Hiram Knouse and Phillip Hixleman; on the east by lands now or formerly of Hiram Knouse; on the south by lands now or formerly of Abraham Knouse and John Savage; and on the west by lands now or formerly of Moses Savage, and CONTAINING 67 acres of land, be the same more or less.

BEING the same tract of land which the Executors of the Estate of S. L. Knouse by their deed dated May 11, 1956, and recorded in Columbia County Deed Book 179 at page 210, granted and conveyed to Charles R. (Richard) Knouse, Jr., the grantor herein names

TRACT NO. 2 - BEGINNING at stone and running thence by land late of B. F. Savage, and later of Thomas Benjamin south 85 degrees 9 minutes east 57.4 rods to a corner near a chestnut; thence by land formerly of B. F. Savage and later of Thomas Benjamin south 5 degrees 15 minutes west 174 rods to a post; thence by land now or formerly of A. J. and S. L. Knouse north 55 degrees 24 minutes west 142.2 rods to a post; thence by land now or formerly of Joshua Savage north 21 degrees 9 minutes east 127 rods to the place of beginning, and CONTAINING 70 acres and 146 perches of land.

SCHEDULE "A" Page 3

TRACT NO. 3 - BEGINNING at a chestnut-oak stump and running thence by land now or formerly of Joshua Savage north 85 degrees 9 minutes west 63.2 rods to a post; thence by the same north 2 degrees 20 minutes east 16.6 rods; thence south 85 degrees 9 minutes east 60.3 rods to a stone in a public road; thence north 14 degrees 30 minutes west 15.7 rods; thence north 16 degrees 45 minutes west 22 rods; thence north 10 degrees 30 minutes west 34 rods; thence north 16 degrees 15 minutes west 25.3 rods; thence north 11 degrees 30 minutes west 20.6 rods; thence north 3 degrees 45 minutes east 22.3 rods, all along land now or formerly of Phillip Hirsleman and Samuel Knouse and in public road; thence along Hartman south 85 degrees 9 minutes east 42.9 rods to a stone; thence along land now or formerly of Hartman and of Thomas Benjamin south 5 degrees 30 minutes west 150.9 rods to the place of beginning and CONTAINING 22 acres and 60 perches of land, AND UPON WHICH IS ERECTED a two story plan 9 room house, barn and outbuildings.

TRACTS NOS. 2 and 3 above being the same two tracts of land which Richard C. Knouse, deceased, by his last will and testament duly probated and remaining of record in Columbia County Will Book 29 at page 241, devised to his son, Charles Richard Knouse (Jr.) the grantor herein named, and also the same two tracts of land in which the widow of the said Richard C. Knouse, Mildred F. Knouse, thence widowed, by her deed dated February 23, 1960, and recorded in Columbia County Deed Book 199 at page 316, granted and conveyed to Charles Richard Knouse, Jr., all her undivided one-third interest thereby vesting in the grantor herein, Charles Richard Knouse, Jr., the entire and sole title in said two tracts of land.

14. To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement, whether before or after default, including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

15. Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered in any manner or otherwise, without the written consent of the Government. The Government shall have the sole right to grant, modify, or terminate the mortgage hereunder, including but not limited to the power to grant consents, partial releases, substitutions, and extensions, and no insured holder shall have any right, title or interest in or to the lien or any benefits therefrom.

16. At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and conditions contained herein or in any supplementary agreement are being performed.

17. The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any interest thereon, the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

18. If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

19. Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

20. SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable; (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property; (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases; (d) foreclose this instrument as provided herein or by law; and (e) enforce any and all other rights and remedies provided herein or by present or future law.

21. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof; (b) any prior liens required by law or a competent court to be so paid; (c) the debt evidenced by the note and all indebtedness to the Government secured hereby; (d) inferior liens of record required by law or a competent court to be so paid; (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government; and (f) any balance to Borrower. At foreclosure or other sale of all or any part of property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

22. Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property; (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought; (c) prescribing any other statute of limitations; (d) allowing any right of redemption or possession following any foreclosure sale; or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

23. If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin; and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

24. This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

25. Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration at Harrisburg, Pennsylvania, 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

26. **WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF BORROWER DEFAULTS A NONJUDICIAL FORECLOSURE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND. THE BORROWER HEREBY WAIVES ANY RIGHTS BORROWER MAY HAVE TO ANY SUCH HEARING. NEVERTHELESS THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.**

Recorded in Columbia County Reg. Bk. 193 page 904 on Feb 7, 1979 at 10:52 a.m. *Marion J. Frits*

(24) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(25) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 5th day of February, 19 79.

Signed, sealed, and delivered in the presence of:

<div style="writing-mode: vertical-rl; transform: rotate(180deg);">#51 DEEDS RECORDER COLUMBIA CO. PA. FEB 13 1979</div>	<i>[Signature]</i> _____ (Witness)	<i>[Signature]</i> _____ Carroll M. Frits (SEAL)
	<i>[Signature]</i> _____ (Witness)	<i>[Signature]</i> _____ Marilyn J. Frits (SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } ss:

On this 5th day of February, 19 79, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Carroll M. and Marilyn J. Frits, his wife known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.

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

My commission expires _____

[Signature]

JANET S. GULLIVER, Notary Public
Millville, Columbia Co., Pa.
My Commission Expires Sept. 27, 1982

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D. C.

For Mortgagee

See Post Ref M Recd 4-9-86 BB 364 pg 103
 See Post Ref M Recd 6-16-84 BB 368 pg 487

*See Property
 Included in [unclear]*

USDA-FmHA
 Form FmHA 427-1 PA
 (Rev. 1-8-81)

REAL ESTATE MORTGAGE FOR PENNSYLVANIA

THIS MORTGAGE is made and entered into by Carroll M. and Marilyn J. Fritz, his wife,

residing in Columbia County, Pennsylvania, whose post office address is
R.D.#1, Benton, Pennsylvania 17814

herein called "Borrower," and The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the Mortgagee, whose principal office is located in Washington, D.C., herein called the "Government," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 25, 1981	\$138,000.00	5	March 25, 1982
March 25, 1981	149,200.00	13	March 25, 1982

(If the interest rate is less than N/A % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statutes administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, convey, mortgage, assign, and forever warrant unto the Government the following property situated in the State of

Pennsylvania, County(ies) of Columbia

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in the Townships of Jackson and Benton, in the County of Columbia, and State of Pennsylvania, bounded and described as follows:

*See Partial Release Recd in [unclear] 334 Page 14 on October 24, 1983
 See Partial Release Rec. in Re. Bk. 338, Pg. 541 on 2-2-84
 See Rec. of [unclear] 333 Page 52-85*

SCHEDULE "A" Page 1

ALL THAT CERTAIN piece, parcel or tract of land situate, lying and being in the Townships of Jackson and Benton, in the County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the public road leading from Rohrsburg to Waller, where William Rider's north line intersects the same; thence along the same, south 8 degrees east, 859 feet more or less, to a corner in line of lands of Arthur Wyant; thence along Wyant's line, north 79 degrees 30 minutes west, 71 perches, more or less, to an iron pin corner in line of lands of Parrish; thence along the same, north 28 degrees 30 minutes west, 64.66 perches to a stake and stones corner witness by a hickory tree; north 21 degrees 20 minutes west, 21 perches to an apple tree, north 17 degrees west, 15.36 perches to an iron pin corner; thence north 66 degrees east, 10 perches to an iron pin; north 76 degrees east, 11.66 perches to an iron pin corner on the west side of the public road leading from Wall to Rohrsburg; thence along the same, north 4 degrees west, about 61 perches to the line of lands now or late of McHenry's; thence along the same, south 74 degrees east, 33.9 perches to a corner; thence north 61 degrees east, 119 perches to a white oak corner in line of lands of John Trainer; thence along the same, south 15 degrees 45 minutes east, 42 perches, south 25 degrees 30 minutes east, 15 perches; south 10 degrees 30 minutes east, 16.8 perches; south 50 degrees west, 7 perches to a point in the public road leading from Benton to Rohrsburg; thence along the same, south 66 degrees 30 minutes east, 7.2 perches; south 5 degrees east, 10.75 perches to a corner where Traller's and Moss's land intersects the same; thence south 85 degrees west, 6.66 perches to a corner; thence in a southeasterly course about 65 perches to a corner in line of lands of William Rider, said corner being 350 feet measured along Rider's line, from the center line of the public road leading from Rohrsburg to Benton; thence along the same (Rider's Land) south 80 degrees 15 minutes west, 75.4 perches to the place of beginning. CONTAINING 147.22 acres of land be the same more or less.

EXCEPTING AND RESERVING out and from the above described land a road way or strip of land along line of lands now or late of Arthur Wyant 20 feet in width from the public road to other lands of nor or formerly Parrish. CONTINUED ON SCHEDULE "A"

SCHEDULE "A" Page 2

EXCEPTING AND RESERVING, however, to the Grantors herein and their predecessors in title, one-half of all the minerals, oil, gas in the under the above described premises, now in the name of said Grantors, if any, together with the right to mine, prospect, drill and develop and remove the same from the said premises without damage.

IT BEING the same premises transferred and conveyed by Kent D. Shelhamer and Mary J. Shelhamer, his wife, by their deed dated the 15th day of October, 1955, and recorded in Columbia County Deed Book 176 page 192, unto John J. King and Marjorie H. King, his wife, GRANTORS herein.

BEGINNING at a point situate along the easterly right of way line of Township Route 812 at its intersection with the centre line of Township Route 680, said point being in line of other lands of the Grantor hereinbefore described and conveyed to Grantees herein, thence along and through Township Route 812 south 3 degrees 20 minutes east, 250 feet to a point in said Township Route 812 and in line of other lands of Carroll M. Fritz and Marilyn J. Fritz, his wife; thence along lands of said Fritz, south 87 degrees 35 minutes west, 561 feet to an iron pin corner; thence continuing by the same north 3 degrees 20 minutes west 560.5 feet to an iron pin corner; thence continuing by the same north 87 degrees 35 minutes east, 561 feet to an iron pin corner; thence continuing by the lands of said Fritz and along and through Township Route 680, south 3 degrees 20 minutes east, 310.5 feet to a point being the place of beginning. CONTAINING 7 acres of land.

The aforesaid description prepared in accordance with draft of survey of James H. Patton, R. S., dated May, 1971.

ALSO EXCEPTING AND RESERVING from the aforescribed premises a parcel of land conveyed by the Grantors herein to the Township of Benton as said premises will be described more fully in Columbia County Deed Book 216 page 567.

ALL THOSE TWO certain pieces, parcels and tracts of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

FIRST: BEGINNING at a post in the public road leading to Benton; thence by lands of F. U. Shultz and Henry Shultz, south 87 degrees east, 74 perches along the said road to a post and lands of W. B. Evans; thence along said lands south 3 degrees west, 69 perches to a post; thence by the same lands, south 87 degrees east, 12.5 perches to a post in the public road leading to Fairmount Springs; thence by the same public road south 29 degrees west, 25 perches to a stone in the public road and lands of W. S. Doty; thence by lands of said Doty, north 87 degrees west, 68 perches to a post and lands of Williams Giddings; thence by lands of said Giddings, north 3 degrees east, 43 perches to a post; thence by the same north 87 degrees west, 7.5 perches to a post; thence by the same north 3 degrees east, 44 perches to a post in the public road leading to Benton, the place of beginning. Containing 39 acres and 25 perches, strict measure.

SCHEDULE "A" Page 3

SECOND: BEGINNING at a corner in the public road leading from Stillwater to Fairmount Springs near lands of Brad Evans; thence along said public road, south 5 degrees west, 47.9 perches to a corner in the said public road; thence along land of William and Hulda Doty, south 97 degrees west, 81.7 perches to a corner; thence along lands of William and Hulda Doty, north 8 degrees east, 48.8 perches to a corner; thence along land of John Gidding and A. Thompson, north 93 degrees west, 82 perches to a corner in the public road, the place of beginning. Containing 24 acres and 140 perches of land.

WHEREON are erected a dwelling house, barn and outbuildings.

BEING THE SAME premises conveyed by Leonard Hontz and Carrie Hontz, his wife, to Edward E. and Josephine McGinn, by Deed dated August 25, 1939, recorded in Columbia County in the Office of the Recorder of Deeds in Deed Book 116, page 459; and the same premises which was seized and taken into execution at the suit of Carrie E. Hontz and Leonard Hontz vs. Edward McGinn and Josephine McGinn, and after due advertising the same was sold at Sheriff's Sale, April 15, 1950, to Harold Hontz and Leonard Hontz, Grantors herein, by virtue of Sheriff's Deed recorded in the Office of the Recorder of Deeds in Columbia County in Deed Book 147, page 95.

All those three certain pieces and parcels of land situate in Jackson Township, Columbia County, Pennsylvania, bounded and described as follows:

TRACT NO. 1 - BOUNDED on the north by lands now or formerly of Hiram Krouse and Phillip Hinkleman; on the east by lands now or formerly of Hiram Krouse; on the south by lands now or formerly of Abraham Krouse and John Savage; and on the west by lands now or formerly of Moses Savage, and CONTAINING 67 acres of land, be the same more or less.

BEING the same tract of land which the Executors of the Estate of S. L. Krouse by their deed dated May 11, 1956, and recorded in Columbia County Deed Book 179 at page 210, granted and conveyed to Charles R. (Richard) Krouse, Jr., the grantor herein names

TRACT NO. 2 - BEGINNING at stone and running thence by land late of B. F. Savage, and later of Thomas Benjamin south 85 degrees 9 minutes east 57.4 rods to a corner near a chestnut; thence by land formerly of B. F. Savage and later of Thomas Benjamin south 5 degrees 15 minutes west 174 rods to a post; thence by land now or formerly of A. J. and S. L. Krouse north 55 degrees 24 minutes west 142.2 rods to a post; thence by land now or formerly of Joshua Savage north 21 degrees 9 minutes east 127 rods to the place of beginning, and CONTAINING 70 acres and 146 perches of land.

SCHEDULE "A" Page 4

TRACT NO. 1 - BEGINNING at a chestnut-oak stump and running thence by land now or formerly of Joshua Savage north 85 degrees 9 minutes west 63.2 rods to a post; thence by the same north 2 degrees 20 minutes east 16.6 rods; thence south 85 degrees 9 minutes east 60.3 rods to a stone in a public road; thence north 14 degrees 30 minutes west 15.7 rods; thence north 16 degrees 45 minutes west 22 rods; thence north 10 degrees 30 minutes west 34 rods; thence north 16 degrees 15 minutes west 25.3 rods; thence north 11 degrees 30 minutes west 20.6 rods; thence north 3 degrees 45 minutes east 22.3 rods, all along land now or formerly of Phillip Hirleman and Samuel Knouse and in public road; thence along Hartman south 85 degrees 9 minutes east 42.9 rods to a stone; thence along land now or formerly of Hartman and of Thomas Benjamin south 5 degrees 30 minutes west 150.9 rods to the place of beginning and CONTAINING 22 acres and 60 perches of land, AND UPON WHICH IS ERECTED a two story plan 9 room house, barn and outbuildings.

TRACTS NOS. 2 and 3 above being the same two tracts of land which Richard C. Knouse, deceased, by his last will and testament duly probated and remaining of record in Columbia County Will Book 29 at page 241, devised to his son, Charles Richard Knouse (Jr.) the grantor herein named, and also the same two tracts of land in which the widow of the said Richard C. Knouse, Mildred F. Knouse, thence widowed, by her deed dated February 23, 1960, and recorded in Columbia County Deed Book 199 at page 316, granted and conveyed to Charles Richard Knouse, Jr., all her undivided one-third interest thereby vesting in the grantor herein, Charles Richard Knouse, Jr., the entire and sole title in said two tracts of land.

ALL THAT CERTAIN piece and parcel of land situate in Jackson Township, Columbia County, Pennsylvania, bounded and described as follows:

BOUNDED on the north by lands now or formerly of Harry Frits and Harry Hess; on the east by lands now or formerly of Jonas Hartman; on the south by lands now or formerly of Jonas Hartman and Thomas Knouse; and on the west by lands now or formerly of Thomas Benjamin, and CONTAINING 82 acres of land, more or less.

BEING the same tract of land which Clarence J. Savage, Widower, by his deed dated March 3, 1937, and recorded in Columbia County Deed Book 113 at page 532, granted and conveyed to Richard C. Knouse and Mildred Knouse, his wife. The said Richard C. Knouse died January 15, 1959, whereby sole title to said tract of land vested in the said Mildred Knouse, grantor herein named, as surviving tenant by the entireties.

ALL THOSE TWO CERTAIN tracts of land situate in the Township of Sugarleaf, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. I: BEGINNING at a post; thence by lands formerly of A. Colley and S. Hess, S. 31-1/2 degrees W. 23 perches to a Maple; thence by lands formerly of Jacob Kimble N. 58-1/2 degrees W. 127 perches to a post; thence by lands now or formerly of Joseph Cole and Abijah Fritz N. 11-1/2 degrees E. 196 perches to a post; thence S. 10-1/2 degrees E. 122.3 perches to a post; thence N. 87-1/2 degrees E. 1-1/2 perches to a post; thence S. 11 degrees E. 32 perches to a stone corner in the center of the Township Highway near a large birch; thence N. 81 degrees E. 58 perches to a post; thence by lands formerly of Ezekiel Cole S. 17-1/2 degrees W. 98 perches to a post; thence by lands formerly of A. Colley and S. Hess N. 58-1/2 degrees W. 46.3 perches to the place of BEGINNING. CONTAINING 122 acres and 17 perches of land, more or less.

TRACT NO. II: BEGINNING at a stone corner; thence by land of Ezekiel Cole North 42-1/2 degrees East 137 perches to a post; thence by land of Alfred Cole North 17-1/4 degrees East 32.8 perches to a birch tree; thence by land of Almas Cole North 5-1/4 degrees East, 16-1/2 perches to a post; thence North 25 degrees East 132 perches to a post; thence by land of Ezekiel Cole aforesaid, South 71-1/2 degrees West 22 perches to a post; thence North 40-1/2 degrees West 27-1/2 perches to a post; thence South 71-1/2 degrees 58 perches to a post; thence North 58-1/2 degrees West 5 perches to a black oak; thence by land of Abijah Fritz South 31-1/2 degrees West 37 perches to a post; thence by land of Clinton Cole South 10-1/2 degrees East 122 perches to a post; thence North 37-3/4 degrees East 1-1/2 perches to a post; thence South 11-3/4 degrees East 32 perches to the place of BEGINNING. CONTAINING one hundred and forty-six acres and 21 perches of land.

EXCEPTING AND RESERVING the land sold off by V. O. Savage to Harry E. Long by deed dated January 8, 1925 and recorded in the Recorder's Office in Bloomsburg, Pa., in Deed Book 100 at page 389, leaving a balance of one hundred acres in said farm, more or less.

ALSO EXCEPTING AND RESERVING the land sold off by Loren L. Eves and Helen F. Eves, his wife, by deed dated July 18, 1968 and recorded in the Recorder's Office in Bloomsburg, Pa., in Deed Book 240 at page 348 to Columbia-Montour Council, Boy Scouts of America, Inc.

Tract No. I hereof being the same premises transferred and conveyed by Matthew Raski and Norma A. Raski, his wife, by their deed dated April 9, 1968 and recorded in Columbia County Deed Book 239 at page 190 unto Loren L. Eves and Helen F. Eves, his wife, the grantors herein.

Tract No. II hereof being the same premises transferred and conveyed by Alfonso Raski and Helen D. Raski, his wife; and Thomas Raski and Thelma Raski, his wife, by their deed dated April 5, 1968 and recorded in Columbia County Deed Book 239 at page 192 unto Loren L. Eves and Helen F. Eves, his wife, the grantors herein.

TRACT NO. III: ALL THOSE TWO CERTAIN pieces, parcels and lots of land situate in Henton Township, Columbia County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: BEGINNING at a stone on line of formerly of N. B. Cole; thence by the same, North 6 degrees 10 minutes East, 59.8 perches to a post; thence by the same, North 20 degrees 45 minutes East, 64 perches to a post; thence by land now or formerly of Clinton Cole, South 56 degrees 30 minutes East, 64.6 perches to a stone; thence by the same, North 33 degrees East, 22.9 perches to a stone; thence by land of the said Clinton Cole and S. B. Hess, South 56 degrees 30 minutes East, 118.5 perches to a post in fence; thence by land of the said S. B. Hess and land of John Swartwout, South 19 degrees 45 minutes West, 39.7 perches to a stone; thence by land of C. B. Hess, South 85 degrees West, 82.2 perches to a post; thence by land of the same, North 5 degrees West, 19.3 perches to a stone; thence South 79 degrees 30 minutes West, 69 perches to a stone; thence by land of the same, North 80 degrees 30 minutes West, 1.9 perches to an oak; thence by land of the same, South 85 degrees West, 29.5 perches to a stone, the place of BEGINNING. CONTAINING 100 acres, strict measure.

PARCEL NO. 2: BEGINNING at an iron pin along above tract and now or formerly of Matthew Raski; thence along above tract, South 23 degrees West crossing a public road, 895 feet to an iron pin and lands of N. B. Cole; thence along lands of N. B. Cole, North 9 degrees West, 658 feet to an iron pin; thence along lands of Cole, due North 513 feet to a blazed maple and the lands of Matthew Raski; thence along lands of Raski, South 54 degrees East, again crossing said public road, 564 feet to the place of BEGINNING. CONTAINING 5.79 acres.

IT BEING the same premises transferred and conveyed by Alfonso Raski and Helen D. Raski, his wife, by their deed dated April 28, 1969 and recorded in Columbia County Deed Book 243 at page 264 unto Loren L. Eves and Helen Eves, his wife, the grantors herein.

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together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

This is a purchase money mortgage under the lien priority laws of the Commonwealth of Pennsylvania, as amended. BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or for the debt from liability to the Government, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex or national origin.

(21) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, P. O. Box 905, Federal Building, Harrisburg, Pennsylvania 17108, and in the case of Borrower to the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post-office address shown above).

Recorded in Columbia County Reg. Bk. 204, page 248 on April 1, 1981 at 12:44 p.m.

(23) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale, or (b) advertisement and sale of the property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms required by statute or determined by the Government if not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(24) THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN: AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL, AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 25th day of March, 19 81

Signed, sealed, and delivered in the presence of:

[Signature] (Witness)
[Signature] (Witness)

[Signature] (SEAL)
Carroll M. Fritz
[Signature] (SEAL)
Marilyn J. Fritz

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } ss:
this 25th day of March, 19 81, before me, the undersigned, a Notary Public, and for said State and County, personally appeared Carroll M. and Marilyn J. Fritz, known (or satisfactorily proved) to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
JANET S. GULLIVER, Notary Public
Millville, Columbia Co., Pa.
My Commission Expires Sept. 27, 1982
Notary Public.

RESIDENCE CERTIFICATE

I certify that the precise residence of the within-named Mortgagee is Washington, D.C.

[Signature]
For Mortgagee

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LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: -----

Parcel No. 03-8-22A

Description 61.7 Ac.

YEAR					TOTAL
1980	818.26	1984	791.11		
1981	852.73				
1982	823.79	1985	874.19	Total Tax	
1983	787.49	1986	935.27	All Years	5,882.84
TOTAL					5,882.84

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

LIEN CERTIFICATE

DATE 11/4/87

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1987, in Jackson Township are as follows:

Owner or Reputed Owner: Fritz, Carroll & Marilyn
 Former Owner: Knouse, Richard
 Parcel No. 19-10-16-D
 Description 12.88 Approx Tract 3

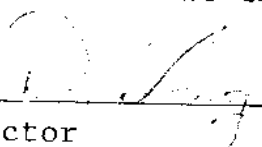
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986			42.56	42.56
			TCB FEE	15.00
			TOTAL	57.56

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU


 Director

LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: -----

Parcel No. 03-04B-4

Description 1.37 Ac.

YEAR				TOTAL	
1980	66.63	1984	36.76		
1981	38.83				
1982	37.84	1985	99.95	Total Tax	
1983	36.60	1986	50.10	All Years	366.71
TOTAL					366.71

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

LIEN CERTIFICATE

DATE 11/4/87

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 19 87, in Jackson Township are as follows:

Owner or Reputed Owner: Fritz, Carroll & Marilyn

Former Owner: _____

Parcel No. 19-11-2-A

Description 70.34 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	-----	-----	113.48	113.48
			TCB FEE	15.00
			TOTAL	128.48

The above figures represent the amounts due during the month of _____ December 19 87

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

LIEN CERTIFICATE

DATE November 5, 1987

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

Owner or Reputed Owner: Fritz, Carroll M.

Former Owner: King, John & Marjorie H.

Parcel No. 03-03-27

Description 18 Ac.

YEAR				TOTAL	
1980	75.51	1984	45.68		
1981	48.45	1985	109.94		
1982	47.13	1986	61.80	Total Tax	
1983	45.47			All Years	433.98
				TOTAL	433.98

The above figures represent the amounts due during the month of December 19 87

Requested by: John Adler, Sheriff, Columbia Co.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

November 2, 1987

COLUMBIA COUNTY FARMERS NATIONAL BANK VS. CARROLL M. & MARILYN J. FRITZ AND
USA FARMERS HOME ADMINISTRATION

No. 54 of 1987 E.D.
No. 420 of 1987 J.D.

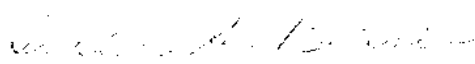
Alvin J. Luschas
238 Market Street
Bloomsburg, PA 17815

Dear Mr. Luschas:

Enclosed are certified service returns on the above named sheriff sale.
Also enclosed are the posting returns for the same.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.