

PS Form 3811, Jan. 1978

<p>● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" reverse.</p>								
<p>1. The following service is requested (check one):</p> <p><input type="checkbox"/> Show to whom and date delivered.....</p> <p><input type="checkbox"/> Show to whom, date and address of delivery.....</p> <p><input type="checkbox"/> RESTRICTED DELIVERY</p> <p> Show to whom and date delivered.....</p> <p><input type="checkbox"/> RESTRICTED DELIVERY.</p> <p> Show to whom, date, and address of delivery.....</p> <p>(CONSULT POSTMASTER FOR FEES)</p>								
<p>2. ARTICLE ADDRESSED TO:</p> <p>Dept. of Public Welfare Office of F. A. I. R. Dept. of Public Welfare P.O. Box 8016, Harrisburg,</p>								
<p>3. ARTICLE DESCRIPTION:</p> <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURANCE</td> </tr> <tr> <td>Yes</td> <td>Yes</td> <td></td> </tr> </table> <p>(Always obtain signature of addressee or agent)</p> <p>I have received the article described above.</p> <p>SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent</p>			REGISTERED NO.	CERTIFIED NO.	INSURANCE	Yes	Yes	
REGISTERED NO.	CERTIFIED NO.	INSURANCE						
Yes	Yes							
<p>4. DATE OF DELIVERY</p> <p>OCT 23 1987</p>		<p>POS</p>						
<p>5. ADDRESS (Complete only if requested)</p>								
<p>6. UNABLE TO DELIVER (Complete only if requested)</p>								

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SHERIFF'S SALE - COST SHEET

VS. _____

DATE OF SALE: 10-1-1937

SHERIFF'S COST OF SALE:

Docket & Levy 2.00
Service _____
Mailing _____
Advertising, Sale Bills & Newspapers _____
Posting Handbills _____
Mileage _____
Crying/Adjourn of Sale _____
Sheriff's Deed _____
Distribution _____
Other _____

\$11.00

TOTAL \$20.91

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

\$10.00

TOTAL \$10.00

PROTHONOTARY: Liens List
Deed Notarization
Other _____

\$_____

TOTAL \$11.00

RECORDER OF DEEDS: Copywork
Deed
Other _____

\$1.00

TOTAL \$1.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1937
School Taxes, District _____, 1937
Delinquent Taxes, 1936, 1935, 1934 (Total Amts.)

\$48.91
294.13

TOTAL \$

MUNICIPAL RENTS:

Sewer - Municipality _____, 19____
Water - Municipality _____, 19____

\$_____

TOTAL \$

SURCHARGE FEE: (State Treasurer)/

\$2.00

MISCELLANEOUS: _____

\$_____

TOTAL \$10.00

TOTAL COSTS \$10.00

10.00

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 10/19/87

DOCKET AND INDEX 10-16-87

SET FILE FOLDER UP 10-16-87

CHECK FOR PROPER INFO

WRIT OF EXECUTION 10/19/87

COPY OF DESCRIPTION 10/19/87

WHEREABOUTS OF LAST KNOWN ADDRESS 10/19/87

NON-MILITARY AFFIDAVIT 10/19/87

NOTICES OF SHERIFF'S SALE 10/19/87

WATCHMAN RELEASE FORM 10/19/87

AFFIDAVIT OF LIENS LIST 10/19/87

CHECK FOR \$500.00 -- 10/19/87

* 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 10/19/87

POST ALL DATES ON CALANDER 10/19/87

- * 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 12/12/87

- * 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 10/19/87

TYPE PROPER INFO ON DESCRIPTION (refer to previous sales) 10/19/87

SERVICE

TYPE CARDS FOR DEFENDANTS 10/19/87

PUT PAPERS TOGETHER FOR DEFENDANTS SERVED 10/22/87 D.J.

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

PUT TOGETHER PAPERS FOR LIEN HOLDERS 10-22-87

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 10-21

- * DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 10-23

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 10/23/87 D.J.

SHERIFF'S SALE OUTLINE CON'TSALE BILLSSEND DESCRIPTION TO PRINTER 10-2-87 Sent

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. 10/21/87SEND NOTICES TO LOCAL TAX COLLECTORS 10/21/87NOTICES TO WATER AND SEWER AUTH. N/ASEND NOTICES TO FEDERAL AND STATE TAX AUTH 10/21/87IF BUSINESS SEND COPY TO SBA AUTH. N/AHANDBILLS

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 10-30-87 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
717-784-1891

December 29, 1987

COLUMBIA COUNTY FARMERS NATIONAL BANK VS. CARROLL AND MARILYN FRITZ

No. 53 of 1987 E.D.
No. 419 of 1987 J.D.

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

Dear Sir:

Please find enclosed a check in the amount of \$593.30 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,

Susan S. Beaver
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 & 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

No. of Term, 19

Real Debt ||\$

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien

Nature of Lien

No. of Term, 19

Real Debt ||\$

Interest from ||

Commission ||

Costs ||

Judgment entered

Date of Lien

Nature of Lien

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 1, 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.

.....

LIEN CERTIFICATE

53

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


Director

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)

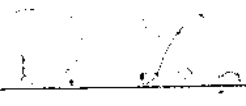
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1985	42.25	24.79	246.42	313.46
TCB FEE				70.00
TOTAL				383.46

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



 Director

State of Pennsylvania
County of Columbia

ss.

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

This Indenture,

Made the 27th. day of January in the year of our
Lord one thousand nine hundred and seventy-two (1972).

Between CARROLL M. FRITZ and MARILYN J. FRITZ, his wife,
of Benton Township, Columbia County, Pennsylvania, MORTGAGORS,

A - N - D

THE COLUMBIA COUNTY FARMERS NATIONAL BANK OF ORANGEVILLE,
a banking institution organized and existing under and by
virtue of the laws of the United States, with its principal
place of business in Orangeville Borough, Columbia County,
Pennsylvania, MORTGAGEE.

Whereas, the Mortgagors by a Bond bearing even date herewith, stand bound unto the Mortgagee, its Successors or Assigns in the sum of

One Hundred Thirty-three Thousand (\$133,000.00) Dollars,
conditioned for the payment of a debt of SIXTY-SIX THOUSAND FIVE HUNDRED (\$66,500.00) Dollars.

Payable in manner following:

Payments on account of principal to be made in the sum of at least \$1,662.50 each six (6) months on the 15th day of April, and on the 15th day of October of each year, beginning with the 15th day of April, 1972, together with interest at the rate of 6% per annum on all unpaid balances also to be made on each principal-paying date, and with full principal sum with interest thereon at the aforesaid rate to be fully paid no later than twenty (20) years from the date hereof.

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 **Sixty-seven Thousand Five Hundred**

Dollars and take no insurance not payable to the Mortgagee

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor **B** 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 Mortgagee herein.

Not, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagee do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

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:

Book 160, Pg 197

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 Samule 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 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.

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.

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 Mortgagors 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 15 per centum 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, Hereafter, that if the said Mortgagors, 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 hands

and seals

of the said Mortgagee.

Signed, Sealed and Delivered
in the presence of

Arthur M. Maier
Mildred J. Maier

Cliff M. Felt Seal
Marvin J. Felt Seal
Seal
Seal
Seal

State of Pennsylvania
County of Columbia

On this, the 27th

day of January

A. D. 1972, before me
the undersigned Officer,

personally appeared Carroll M. Fritz and Marilyn J. Fritz, his wife,
known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Fay I. Anichiti
FAY I. ANICHITI, Notary Public
Bloomburg, Columbia Co., Pa.

Ex - Demolition Capital Acquisition of Other

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest
on this Mortgage, is Orangeville, Pennsylvania 17859

Howard R. Berninger

Attorney for Mortgagee.

RECORDED
NUMBER
TAX

1972
Mortgage

To A Corporation

CARROLL M. FRITZ &
MARILYN J. FRITZ, HIS
WIFE,

MORTGAGORS,

To

THE COLUMBIA COUNTY FARMERS
NATIONAL BANK OF ORANGE-
VILLE,

MORTGAGEE.

Dated 1972
Upon \$500,000 is, Benton & Jack-
To secure \$66,500.00
Payable - semiannually - 20 yrs.

HOWARD R. BERNINGER
Attorney At Law
175 Center Street
Bloomburg, Penna.

175 Penn. St. 1870- Legal Bank Printers, Lancaster, Pa.

Commonwealth of Pennsylvania
County of Columbia

ss. 2:02 P. M.

Recorded on this 31st day of January A. D. 1972, in the Re-
corder's Office of the said County in Mortgage Book 160 Volume Page 197

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

John Q. Turnbull

Recorder

See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84

See Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84

See Property in Deck

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. Frits, his wife,

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

R.D.#1, Benton Pennsylvania, 17814

herein called "Borrower," and Farmers Home Administration

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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
February 5, 1979	\$87,700.00	8 1/2	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 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, 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

See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84
 See Partial Release of mty. Rec. Bk. 328, Pg. 591 E 4-2-84

same, north 4 degrees west, about 61 perches to the line of lands now or late of Mollenry'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 Rohrburg; 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 Rohrburg 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 husbandlike 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.

SECOND: BEGINNING at a corner in the public road leading from Stillwater to Fairmount Springs near leands 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 Hirsleman; 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 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 Hinkleman 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.

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 in any manner or otherwise, without the written consent of the Government. The Government shall have the sole right to grant or refuse such consent, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereunder, including but not limited to the power to grant consents, partial releases, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereunder.

13. 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.

14. The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any portion thereof, the Government secured hereby, release from liability to the Government any party so liable thereon, release any portion 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.

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 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.

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 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, (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.

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 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).

23. **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.**

(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:

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

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

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

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. Fritz, 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

Notary Public

(NOTORIAL SEAL)

RESIDENCE CERTIFICATE

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

For Mortgagee

BOOK 193 910

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

See Part Ref M Recd 4-9-86 Bb 364 pg 103

See Part Ref M Recd 6-16-84 Bb 368 pg 487

See Property
Recorded in Ref

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. Frits, 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:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
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:

BOOK 204 PAGE 245

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

See Part Ref M Recd 3-24-84 Bb 364 pg 103
See Part Ref M Recd 6-16-84 Bb 368 pg 487
See Part Ref M Recd 3-24-84 Bb 364 pg 103

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 Trainer'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 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.

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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.

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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. 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 ERRECTED 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 Sugarloaf, 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. 31-1/2 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 82-1/2 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 Alina 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 132 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 12 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. 111: ALL THOSE TWO CERTAIN pieces, parcels and lots of land situate in Benton 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 30 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.

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 any indebtedness to the Government secured by this instrument, (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 Mtg. 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 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)

Carroll M. Fritz (SEAL)

[Signature] (Witness)

Marilyn J. Fritz (SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } ss:
this 25th day of March, 19 81, before me, the undersigned, a Notary Public in 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.

REC'D BY RECORDER
COLUMBIA CO. PA.
#4
FEE \$8.00
APR 1 1981
445 PH



Janet S. Gulliver Notary Public
Millville, Columbia Co., Pa.
My Commission Expires Sept. 27, 1982

RESIDENCE CERTIFICATE

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

For Mortgagee

BOOK 204 PAGE 257

Barbara G. Michael, Acting Recorder

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17816

PHONE
717-784-1991

November 2, 1987

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

No. 53 of 1987 E.D.
No. 419 of 1987 J.D.

Alvin J. Luschas
238 Market Street
Bloomsburg, PA 17815

Dear Mr. Luschas:

Please find enclosed certified service returns on the above named sheriff sale. Also enclosed is the certified posting return for the same.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 30, 1987 1:56 P.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Carroll & Marilyn Fritz
posted to wooden sign next to King Property in Jackson Twp.
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Susan Beaver & John R. Adler

SO ANSWERS:

Susan Beaver
Deputy Sheriff

Susan Beaver John R. Adler

FOR:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me this
4th day of November 1987

Tami B. Kline
By Betty Stout
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

NOTICE OF SALE OF SEV. COURTS
BY ORDER OF THE COURT JAN. 1, 1988

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION

SERVICE ON USA Farmers Home Administration

ON October 22, 1987 AT 9:05A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, by handing to Tangeree Hoey, secretary at 1127 Old Berwick
Rd., Bloomsburg by James Dent Deputy

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

So Answers:

James Dent
Deputy Sheriff
James Dent

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 4th day of November, 1987

Tamir B. Kline
Tamir B. Kline, Prothonotary
Columbia County, Pennsylvania
NOTARY PUBLIC - SEAL OF COURTS
NOTARY EXPIRES JAN. 1, 1988

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION

SERVICE ON Carroll M. Fritz

ON October 22, 1987 AT 8:29 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, by handing to him personally at R.D. #1, Benton
by _____

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

So Answers:

James Dent sb
Deputy Sheriff
James Dent

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 4th day of November 1987

Tammi B. Kline
by Tammi B. Kline
Tammi B. Kline, Prothonotary
Columbia County, Pennsylvania
CLERK OF SEV. COURTS

MY COMM. EXPIRES MAR. 1, 1988

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION

SERVICE ON Marilyn J. Fritz

ON October 22, 1987 AT 8:29 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, by handing to Carroll M. Fritz husband at R.D. #1, Benton, PA
by _____

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

So Answers:

James Dent sb
Deputy Sheriff

James Dent

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 4th day of November 1987

Tamm B. Kline
Tamm B. Kline, Prothonotary
Columbia County, Pennsylvania

REC'D & CLK OF SEV. COURTS
BY CLERK EX. 10. NOV. 1, 1987

COLUMBIA COUNTY FARMERS

NATIONAL BANK

PLAINTIFF

No. 419 of 1987 J.D. Term 19
53 of 1987 E.D.

V.S.

CARROLL M. FRITZ and MARILYN J.
FRITZ, AND

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

DEFENDANTS

To: JOHN R. ADLER, Sheriff

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at

~~Premises of real estate as described in Exhibit "A"~~

attached to Writ of Execution.

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on personal & real property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.

Attorney for Plaintiff
Alvin J. Luschas, Esquire
DERR, PURSEL & LUSCHAS
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION

SERVICE ON CARROLL M. FRITZ and MARILYN J. FRITZ, his wife,
and UNITED STATES OF AMERICA FARMERS HOME ADMINISTRATION

ON OCTOBER 22, 1987 AT 8:29 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, CARROLL M. FRITZ & MARILYN J. FRITZ at RD#1 Benton, Pa.

CARROLL M. FRITZ ACCEPTING SERVICE FOR HIS WIFE by Deputy Sheriff
MARILYN J. FRITZ

J.H. Dent

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

So Answers:

J.H. Dent

Deputy Sheriff

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 22nd day of Oct, 1987

Tami B. Kline

Prothonotary

Columbia County, Pennsylvania

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 53 of 1987

WRIT OF EXECUTION

SERVICE ON UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION

ON OCTOBER 22, 1987 AT 9:05 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, UNITED STATES OF AMERICA FARMERS HOME at 1127 OLD BERWICK
ADMINISTRATION--- TANGEREE A. HOEY, SECRETARY
ROAD, BLOOMSBURG, PA. by Deputy Sheriff

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

So Answers:

J.H. DENT

Deputy Sheriff

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 22nd day of Oct. 1987

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

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: 11/10/87

RE: Sheriff's Sale Advertising Dates

104, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 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798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000 JD

Dear Sir:

Please advertise the enclosed Sheriff's Sale on the following dates:

1st week 12-1-87
2nd week 12-1-87
3rd week 12-8-87

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
John R. Adler
Sheriff

enc.

DERR, PURSEL AND LUSCHAS

ATTORNEYS AT LAW

238 MARKET ST.

BLOOMSBURG, PA. 17815

23583

60-593/313

September 22, 1987

PAY
TO THE
ORDER OF Columbia County Sheriff

\$ 500.00

Five Hundred and 00/100-----DOLLARS



BloomSBurg Bank-COLUMBIA TRUST CO.
BloomSBurg, Pa.

FOR CCFNB vs. Fritz NO. 419-1987

Execution

⑆031305936⑆

009⑆616⑆05

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: October 21, 1987

To: United States of America
Farmers Home Administration
1127 Old Berwick Road
Bloomsburg, Pa. 17815

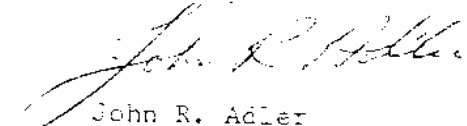
RE: Columbia Co. Farmers Natl. vs Carroll M. Fritz and Marilyn J. Fritz and
United States of America Farmers Home Admin.
No. 53 of 1987 ED No. 419 of 1987 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: October 21, 1987

To: Columbia County Farmers National Bank
232 East St.,
Bloomsburg, Pa. 17815

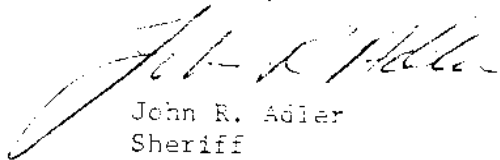
RE: Columbia Co. Farmers Natl. vs Carroll M. Fritz and Marilyn J. Fritz and
United States of America Farmers Home Admin.
No. 53 of 1987 ED No. 419 of 1987 JD

Dear Sir:

As I enclose a notice of an upcoming Sheriff's Sale. If you have
any claims against this property, please advise this office IMMEDIATELY.

I am free to contact me with any questions you may have.

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY
COURTHOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17816

PHONE
717-754-1991

Date: October 21, 1987

To: Business Tax
Small Business Administration
20 N. Pennsylvania Ave.,
Room 2327
Wilkes-Barre, Pa. 18701

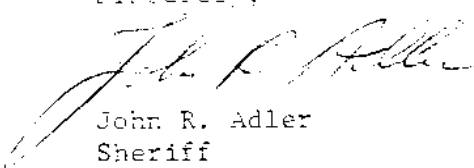
RE: Columbia Co. Farmers Natl. vs Carroll M. Fritz and Marilyn J. Fritz and
United States of America Farmers Home Admin.
No. 53 of 1987 ED No. 419 of 1987 JD

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claims against this property, notify this office IMMEDIATELY.

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Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: October 21, 1987

To: Commodity Credit-Acc Committee
1129 Old Berwick Road
Bloomsburg, Pa. 17815

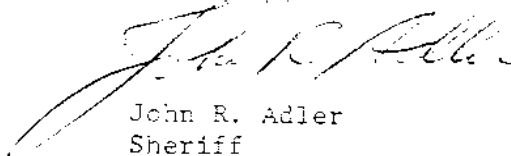
RE: Columbia Co. Farmers Natl. vs Carroll M. Fritz and Marilyn J. Fritz and
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No. 53 of 1987 ED No. 419 of 1987 JD

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Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: October 21, 1987

To: Federal Tax Office

IRS

P.O. Box 12050

Philadelphia, Pa. 19106

Attention: Special Procedures Function

RE: Columbia Co. Farmers Natl. vs Carroll M. Fritz and Marilyn J. Fritz and
United States of America Farmers Home Admin.
No. 53 of 1987 ED No. 419 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
Sheriff

Following services are available. Consult your carrier for details.

1. ☐ Registered Delivery
2. ☐ Restricted Delivery
3. ☐ Signature Required
4. ☐ Insured
5. ☐ COD
6. ☐ Registered Mail
7. ☐ Registered Mail
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100. ☐ Registered Mail

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being read to you. The return receipt fee will provide you with 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
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures
Division

4. Article Number:
P 587 128 135

5. Type of Service:
☐ Registered
☐ Certified
☐ Registered Mail
☐ Insured
☐ COD

6. Signature of Addressee:
[Signature]

7. Signature of Agent:
[Signature]

8. Date of Delivery:
[Date]

9. Signature of Sender:
[Signature]

10. Date of Receipt:
[Date]

11. Signature of Carrier:
[Signature]

12. Date of Delivery:
[Date]

13. Signature of Addressee:
[Signature]

14. Date of Delivery:
[Date]

15. Signature of Agent:
[Signature]

16. Date of Delivery:
[Date]

17. Signature of Sender:
[Signature]

18. Date of Receipt:
[Date]

19. Signature of Carrier:
[Signature]

20. Date of Delivery:
[Date]

21. Signature of Addressee:
[Signature]

22. Date of Delivery:
[Date]

23. Signature of Agent:
[Signature]

24. Date of Delivery:
[Date]

25. Signature of Sender:
[Signature]

26. Date of Receipt:
[Date]

27. Signature of Carrier:
[Signature]

28. Date of Delivery:
[Date]

29. Signature of Addressee:
[Signature]

30. Date of Delivery:
[Date]

31. Signature of Agent:
[Signature]

32. Date of Delivery:
[Date]

33. Signature of Sender:
[Signature]

34. Date of Receipt:
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35. Signature of Carrier:
[Signature]

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37. Signature of Addressee:
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38. Date of Delivery:
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39. Signature of Agent:
[Signature]

40. Date of Delivery:
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47. Signature of Agent:
[Signature]

48. Date of Delivery:
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49. Signature of Sender:
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55. Signature of Agent:
[Signature]

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[Signature]

64. Date of Delivery:
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[Signature]

66. Date of Receipt:
[Date]

67. Signature of Carrier:
[Signature]

68. Date of Delivery:
[Date]

69. Signature of Addressee:
[Signature]

70. Date of Delivery:
[Date]

71. Signature of Agent:
[Signature]

72. Date of Delivery:
[Date]

73. Signature of Sender:
[Signature]

74. Date of Receipt:
[Date]

75. Signature of Carrier:
[Signature]

76. Date of Delivery:
[Date]

77. Signature of Addressee:
[Signature]

78. Date of Delivery:
[Date]

79. Signature of Agent:
[Signature]

80. Date of Delivery:
[Date]

81. Signature of Sender:
[Signature]

82. Date of Receipt:
[Date]

83. Signature of Carrier:
[Signature]

84. Date of Delivery:
[Date]

85. Signature of Addressee:
[Signature]

86. Date of Delivery:
[Date]

87. Signature of Agent:
[Signature]

88. Date of Delivery:
[Date]

89. Signature of Sender:
[Signature]

90. Date of Receipt:
[Date]

91. Signature of Carrier:
[Signature]

92. Date of Delivery:
[Date]

93. Signature of Addressee:
[Signature]

94. Date of Delivery:
[Date]

95. Signature of Agent:
[Signature]

96. Date of Delivery:
[Date]

97. Signature of Sender:
[Signature]

98. Date of Receipt:
[Date]

99. Signature of Carrier:
[Signature]

100. Date of Delivery:
[Date]

LAW OFFICES OF

D E R R , P U R S E L & L U S C H A S

238 MARKET STREET

P. O. BOX 539

BLOOMSBURG, PENNSYLVANIA 17815

December 16, 1987

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS
GARY E. NORTON

AREA CODE 717
784-4654

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

RE: Columbia County Farmers National
Bank vs. Carroll Fritz
Nos. 53 and 54 of 1987, E.D.

Dear John:

Please do not hold the executions sales scheduled
for December 17, 1987. The Bank has been paid in full by the
Defendants.

Very truly yours,

ALVIN J. LUSCHAS

ATL:pac

c: Paul E. Reichart

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. 53 of 1987 E.D.
No. 419 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 \$955.75. Less your \$500.00 deposit, our office is owed \$455.75.

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

Sincerely,

Susan S. Beaver
Susan S. Beaver
Deputy Sheriff

SSB