

Special services are available. Consult

Postmaster for details.

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Signature of addressee or
returning sender

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DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired; also complete items 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will result in the card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to: 4. Article Number:

Bloomington Town Tax Collector

Geraldine Kern

Bloomington, Pa. 17815

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Use return 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.

4. Article Number
P-587-128-212

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

Always obtain signature of addressee or agent and DATE DELIVERED.

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

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

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery

PS Form 3811, Feb. 1986

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

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

3. Article Addressed to:
Dept. of Public Welfare
Office of F. A. I. R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

4. Article Number
P-587-128-214

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

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery

PS Form 3811, Feb. 1986

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

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

3. Article Addressed to:
State Tax Office
Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, Pa. 17105

4. Article Number
P587-128-211

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

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery

PS Form 3811, Feb. 1986

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

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

3. Article Addressed to:
Press Enterprise
P.O. Box 745
Bloomsburg Pa
17815

4. Article Number
P587-128-179

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

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
JUN 27 1987

PS Form 3811, Feb. 1986

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

January 15, 1988

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 57 of 1987 E.D.
No. 971 of 1987 J.D.

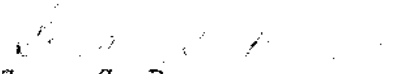
Richard Roberts
29 E. Independence St.
Shamokin, PA 17872-0518

Dear Rich:

Please find enclosed the recorded deed for the above named sheriff sale that was held in our office recently.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)

cnb community national bank

SHAMOKIN, PA. 17872

116946

PAY TO THE
ORDER OF

Columbia County Sheriff's Office

December 17 19 87

60-263
313

\$ 750.00

PAY 750.00 DOLLARS

DOLLARS

DeFelice Property Sheriff Sale

CASHIER'S CHECK



V.P.

95

lah

LO1

14,2

4,00

11,130

26,384

11,130

26,384

11,130

26,384

11,130

26,384

5717. 12/10/11

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 12/10/11

DOCKET AND INDEX 12/10/11

SET FILE FOLDER UP 12/10/11

CHECK FOR PROPER INFO

WRIT OF EXECUTION _____

COPY OF DESCRIPTION _____

WHEREABOUTS OF LAST KNOWN ADDRESS _____

NON-MILITARY AFFIDAVIT _____

NOTICES OF SHERIFF'S SALE _____

WATCHMAN RELEASE FORM _____

AFFIDAVIT OF LIENS LIST _____

CHECK FOR \$500.00 -- ✓

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

SET SALE DATE AND ADV. DATES AND POSTING DATES 12/10/11

POST ALL DATES ON CALANDER 12/10/11

- * 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 12/10/11

- * 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 12/10/11

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) 12/10/11

SERVICE

TYPE CARDS FOR DEFENDANTS 12/10/11

PUT PAPERS TOGETHER FOR DEFENDANTS 12/10/11

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

PUT TOGETHER PAPERS FOR LIEN HOLDERS 12/10/11

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 12/10/11

- * DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 12/10/11

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 10/22

SHERIFF'S SALE OUTLINE CON'TSALE BILLS

SEND DESCRIPTION TO PRINTER

10/23/87S.L.

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV.

10/23/87

SEND NOTICES TO LOCAL TAX COLLECTORS

10/23/87

NOTICES TO WATER AND SEWER AUTH.

10/23/87

SEND NOTICES TO FEDERAL AND STATE TAX AUTH

10/23/87

IF BUSINESS SEND COPY TO SBA AUTH.

10/23/87HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE

11/4/87 SB

TAX CLAIM OFFICE

11/4/87 SB

TAX ASSESSMENT OFFICE

11/4/87 SB

PROTH OFFICE(post on board)

11/4/87 SB

POST IN FRONT LOBBY

11/4/87 SB

POST IN SHERIFF'S OFFICE

11/4/87 SB

SEND COPY TO ATTY

11/4/87 SB

POST PROPERTY ACCORDING TO DATE SET

10/30/87 SB

SEND RETURN OF POSTING TO ATTY

11/4/87 SB

DOCKET 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

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 Bloomsburg, East are as follows:

Owner or Reputed Owner: DeFelice, Joseph A. & Nan L.

Former Owner: Owner Since 6/82
Former Owner, Perrige, Wm. M. & Ruth B.

Parcel No. 05E-14-21-1

Description 40X184

| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|---------|--------|--------------|--------|-------|
| 1986 | 9.24 | 14.29 | 49.17 | 72.70 |
| TCB FEE | | | | 15.00 |
| TOTAL | | | | 87.70 |

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

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Donna Lang
Director

Info. from Sheriff
11-4-87
Sale Date
12/17/87

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 Bloomsburg, East are as follows:

Owner or Reputed Owner: DeFelice, Joseph A. & Nan L.
 Former Owner: Owner Since 6/82
Former Owner: Perrigo, Wm. M. & Ruth B.
 Parcel No. 05E-14-13
 Description 20X184
60.56 X 154 Av. Irr.

| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|------|--------|--------------|---------|---------|
| 1986 | 324.91 | 502.15 | 1727.96 | 2555.02 |
| 1985 | 285.77 | 499.93 | 1730.46 | 2516.16 |
| | | | TCB FEE | 87.57 |
| | | | TOTAL | 5158.75 |

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

Requested by: John Adler, Sheriff

Fee: \$5.00
[Signature]
11/5/87

COLUMBIA COUNTY TAX CLAIM BUREAU

[Signature]
 Director

Info given Sheriff
11-4-87
Seale Dade
12-17-87

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 29, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 971 of 1987 J.D.
No. 57 of 1987 E.D.

Susan T. James
29 E. Main Street
Bloomsburg, PA 17815

Dear Susan:

Please find enclosed a check for \$30.00 for solicitor services for the above named sheriff sale.

Thank you for your assistance in this matter.

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

December 29, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 971 of 1987 J.D.
No. 57 of 1987 E.D.

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

Dear Sir:

Please find enclosed a check for \$232.04 for advertising the above
named sheriff sale.

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

December 29, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 971 of 1987 J.D.
No. 57 of 1987 E.D.


Barbara Hunsinger
Municipal Authority
Town Hall Building
Bloomsburg, PA 17815

Dear Barbara:

Please find enclosed a check for \$126.50 for sewer rental for the above named sheriff sale. The new owners are Community National Bank whose address is 10 S. Market Street, Shamokin, PA 17872.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 29, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 57 of 1987 E.D.
No. 971 of 1987 J.D.


Bloomsburg Water Company
235 Market Street
Bloomsburg, PA 17815

Dear Ms. Meyers:

Please find enclosed a check for \$126.37 for water rental due on the above named sheriff sale. The new owners are Community National Bank, whose address is 10 S. Market Street, Shamokin, PA 17872.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 29, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 57 of 1987 E.D.
No. 971 of 1987 J.D.

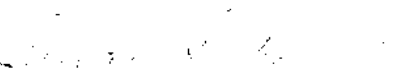
Geraldine Kern
Tax Collector
Town Hall Building
Bloomsburg, PA 17815

Dear Geraldine:

Please find a check enclosed for \$2618.94 for taxes on the above named sheriff sale that was held in our office on December 17, 1987. The new owners are Community National Bank, whose address is 10 S. Market Street, Shamokin, PA 17872.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)


 COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE
 BUREAU OF INDIVIDUAL TAXES
 POST OFFICE BOX 8910
 HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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

A CORRESPONDENT - All inquiries may be directed to the following person:

| | | | |
|----------------|---------------|-------------------|----------|
| Name | John R. Adler | Telephone Number: | |
| Street Address | P.O. Box 380 | Area Code (717) | 784-1991 |
| City | Bloomsburg | State | PA |
| Zip Code | | | 17815 |

B TRANSFER DATA

| | | | |
|----------------------|-----------------------------|--------------------------------|---------------------|
| Grantor(s)/Lessor(s) | Joseph A. & Nan L. DeFelice | Date of Acceptance of Document | 12/29/87 |
| Grantee(s)/Lessee(s) | Community National Bank | | |
| Street Address | UNKNOWN | Street Address | 10 S. Market Street |
| City | | City | Shamokin |
| State | | State | PA |
| Zip Code | | Zip Code | 17872 |

C PROPERTY LOCATION

| | | | |
|----------------|------------|-------------------------|------------|
| Street Address | 2 Oak Lane | City, Township, Borough | Bloomsburg |
| County | Columbia | School District | Bloomsburg |
| | | Tax Parcel Number | |

D VALUATION DATA

| | | |
|------------------------------|------------------------------|------------------------|
| 1. Actual Cash Consideration | 2. Other Consideration | 3. Total Consideration |
| | + | = |
| 4. County Assessed Value | 5. Common Level Ratio Factor | 6. Fair Market Value |
| | x | = |

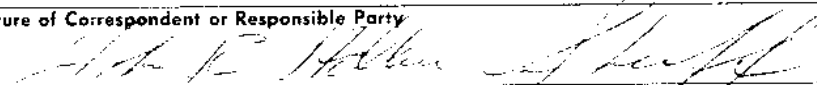
E EXEMPTION DATA

| | |
|---------------------------------|-------------------------------------|
| 1a. Amount of Exemption Claimed | 1b. Percentage of Interest Conveyed |
| | |

2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☒ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

| | |
|--|----------|
| Signature of Correspondent or Responsible Party | Date |
|  | 12/29/87 |

(SEE REVERSE)

SHERIFF'S SALE - COST SHEET

COMMUNITY NATIONAL BANK

VS. JOSEPH & NAN DEFELICE

No. 57 of 1987 E.D.

DATE OF SALE: December 17, 1987 11:00 A.M.

SHERIFF'S COST OF SALE:

Docket & Levy
Service
Mailing
Advertising, Sale Bills & Newspapers
Posting Handbills
Saleage
Crying/Adjourn of Sale
Sheriff's Deed
Distribution
Copy of mailing slips & services

\$ 21.00
67.00
16.39
18.00
14.00
7.50
7.00
10.00
9.00
6.00

TOTAL \$175.89

Press-Enterprise, Inc.
Harris Printing
Editor's Services

\$ 232.04
37.25
30.00

TOTAL \$299.29

PROTHONOTARY: Liens List
Deed Notarization
Other

\$ 20.00
5.00

TOTAL \$ 25.00

RECORDER OF DEEDS: Copywork
Deed
Other

\$ 4.00
14.00
5.00

TOTAL \$ 23.00

REAL ESTATE TAXES:

Ward/Twp. & County Taxes, 1987
School Taxes, District Blbg., 1987
Delinquent Taxes, 1985, 1986, 1987 (Total Amts.)

\$ 858.68
1760.26
5246.45

TOTAL \$7865.39

MUNICIPAL RENTS:

Sewer - Municipality BLOOMSBURG, 1987
Water - Municipality BLOOMSBURG, 1987

\$ 126.50
126.37

TOTAL \$ 252.87
\$ 22.00

SURCHARGE FEE: (State Treasurer)

\$ 10.00

MISCELLANEOUS: TAX CLAIM BUREAU (lien certificates)

TOTAL

\$ 10.00

TOTAL COSTS

\$ 8673.44

SHERIFF'S SALE

Distribution Sheet

COMMUNITY NATIONAL BANK vs. JOSEPH & NAN DEFELICE
 NO. 971 of 1987 JD DATE OF SALE: DECEMBER 17, 1987 11:00 A.M.
 NO. 57 of 1987 ED

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) December 17, 1987 and (time) 11:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to COMMUNITY NATIONAL BANK for the price or sum of Eight thousand six hundred seventy three dollars and 44/100----- Dollars. COMMUNITY NATIONAL BANK being the

highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

| | | |
|----------------------------------|------------|------------|
| Bid Price | \$ 8673.44 | |
| Poundage | 173.47 | |
| Transfer Taxes | N/A | |
| Total Needed to Purchase | | \$ 8846.91 |
| Amount Paid Down | | 7346.91 |
| Balance Needed to Purchase | | 750.00 |

EXPENSES:

| | | |
|--|-----------|------------|
| Columbia County Sheriff - Costs | \$ 175.89 | |
| Poundage | 173.47 | \$ 349.36 |
| Newspaper | | 232.04 |
| Printing | | 37.25 |
| Solicitor | | 30.00 |
| Columbia County Prothonotary | | 25.00 |
| Columbia County Recorder of Deeds - Deed copy work | | 23.00 |
| Realty transfer taxes | | |
| State stamps | | 2618.94 |
| Tax Collector (BLOOMSBURG SCHOOL AND COUNTY TAXES 1987) | | 10.00 |
| Columbia County Tax Assessment Office... LIEN CERTIFICATES | | 22.00 |
| State Treasurer | | 126.50 |
| Other: SEWER BLOOMSBURG 1987 | | 126.37 |
| WATER BLOOMSBURG 1987 | | 5246.45 |
| DELINQUENT TAXES 1985 and 1986 | | \$ 8846.91 |
| TOTAL EXPENSES: | | |

| | |
|--|------------|
| Total Needed to Purchase | \$ 8846.91 |
| DEPOSIT Less Expenses | 750.00 |
| AMT. PAID AT SALE Net to First Lien Holder Plus Deposit | 7346.91 |
| BALANCE DUE Total to First Lien Holder | \$ 750.00 |

Sheriff's Office, Bloomsburg, Pa.

So answers

December 17, 1987

S/ John R. Adler
Deputy

Sheriff

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

COMMUNITY NATIONAL BANK

VS JOSEPH & NAN DEFELICE

NO. 57 of 1987

E.D.

NO. 971 of 1987

J.D.

DATE OF SALE: DECEMBER 17, 1987

BID PRICE (INCLUDES COSTS)

\$ 8675.44

POUNDAGE 2% BID PRICE

\$ 173.47

TRANSFER TAX 2% BID PRICE

\$ NA

MISC. COSTS

\$

TOTAL NEEDED TO PURCHASE

\$ 8846.91

PURCHASER(S) : Community Natl Bank

ADDRESS : 10 S. MKT. St. Shamokin 17872

NAME(S) ON DEED: Community Natl Bank

PURCHASER(S) SIGNATURE(S) :

[Signature]
[Signature]

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 8846.91

LESS DEPOSIT \$ 750.00

DOWN PAYMENT \$ 7246.91

AMOUNT DUE IN

EIGHT DAYS \$ 750.00

cnb community national bank

SHAMOKIN, PA. 17872

116935

PAY TO THE
ORDER OF

Charles C. Smith

12/17 80-773
19 313

Seven Thousand Four Six Dollars

\$ 7,346.41

21
100

DOLLARS

CASHIER'S CHECK



⑈116935⑈ ⑆031302638⑆ 404 142 4⑈ 95

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.

Paul R. Eyerly, III
.....

Sworn and subscribed to before me this . . . 14th . . day of . . Dec . . 19 . 87

Matthew J. Creme
.....
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
Bloomsburg, PA - Columbia County
My Commission Expires Dec 5, 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.

.....

TAX NOTICE

BLOOMSBURG

MAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M DE FELICE JOSEPH A & NAN L
A 2 OAK LANE
L BLOOMSBURG PA 17815
T
O

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

| FOR DESCRIPTION | ASSESSMENT | MILLS | LESS DISCOUNT | TAX AMOUNT | DATE | INCL. PENALTY |
|-----------------|------------|-------|---------------|------------|----------|---------------|
| SCHOOL R.E. | 360123.00 | | 43.39 | 44.28 | 07/01/87 | 00682 |
| | | | 43.39 | 44.28 | | |
| | | | | 48.71 | | |

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

AUG 31
IF PAID ON OR BEFORE

OCT 31
IF PAID ON OR BEFORE

NOV 1
IF PAID AFTER

THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1988

PENALTY A PROPERTY DESCRIPTION
SCHOOL 10%
ACCT NO. 19737
PARCEL 05E-14-2-1
E 4TH ST
L-40X184
360
REC'D BY

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
TOTAL 360

TAX NOTICE

BLOOMSBURG

MAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M DE FELICE JOSEPH A & NAN L
A 2 OAK ST Lane
L BLOOMSBURG PA 17815
T
O

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

| FOR DESCRIPTION | ASSESSMENT | MILLS | LESS DISCOUNT | TAX AMOUNT | DATE | INCL. PENALTY |
|-----------------|-------------|-------|---------------|------------|----------|---------------|
| SCHOOL R.E. | 12650123.00 | | 1,524.83 | 1,555.95 | 07/01/87 | 00682 |
| | | | 1,524.83 | 1,555.95 | | |
| | | | | 1,771.55 | | |

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

PAY THIS AMOUNT

AUG 31
IF PAID ON OR BEFORE

OCT 31
IF PAID ON OR BEFORE

NOV 1
IF PAID AFTER

THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1988

PENALTY A PROPERTY DESCRIPTION
SCHOOL 10%
ACCT NO. 19761
PARCEL 05E-14-13
L-IRREG L BUILDINGS
690
11,960
REC'D BY

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT
TOTAL 12,650

TAX NOTICE BLOOMSBURG

MAKE CHECKS PAYABLE TO:
GERALDINE S. KERN
TOWN HALL 301 E MAIN ST
BLOOMSBURG, PA. 17815

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

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

DE FELICE JOSEPH A & NAN L
2 OAK LANE
BLOOMSBURG PA 17815

TAX NOTICE BLOOMSBURG


MAKE CHECKS PAYABLE TO:
GERALDINE S. KERN
TOWN HALL 301 E MAIN ST
BLOOMSBURG, PA. 17815

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

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

DE FELICE JOSEPH A & NAN L
2 OAK Lane
BLOOMSBURG PA 17815


| FOR DESCRIPTION | ASSESSMENT | MILLS | LESS DISCOUNT | TAX | AMOUNT PAID | DATE | INCL. PENALTY |
|-----------------|------------|-------|---------------|-------|-------------|----------|---------------|
| COUNTY R.E. | 360 | 23.00 | 8.11 | 8.28 | 9.11 | 03/01/87 | 00677 |
| TWP/BORO R.E. | | 30.00 | 10.58 | 10.80 | 11.88 | | |
| FIRE | | 1.00 | .35 | .36 | .40 | | |
| DEBT SERVICE | | 6.00 | 2.12 | 2.16 | 2.38 | | |
| | | | 21.16 | 21.60 | 23.77 | | |

PAY THIS AMOUNT  **APR 30**
IF PAID ON OR BEFORE
THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1988

PARCEL NO. 05E-14-2-1
E 4TH ST
L-40X184
360

TOTAL 360

| FOR DESCRIPTION | ASSESSMENT | MILLS | LESS DISCOUNT | TAX | AMOUNT PAID | DATE | INCL. PENALTY |
|-----------------|------------|-------|---------------|--------|-------------|----------|---------------|
| COUNTY R.E. | 12650 | 23.00 | 285.13 | 290.95 | 320.05 | 03/01/87 | 00678 |
| TWP/BORO R.E. | | 30.00 | 371.91 | 379.50 | 417.45 | | |
| FIRE | | 1.00 | 12.40 | 12.65 | 13.92 | | |
| DEBT SERVICE | | 6.00 | 74.38 | 75.90 | 83.49 | | |
| | | | 743.82 | 759.00 | 834.91 | | |

PAY THIS AMOUNT  **APR 30**
IF PAID ON OR BEFORE
THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1988

PARCEL NO. 05E-14-13
2 OAK LANE
L-IRREGULAR BUILDINGS
690

TOTAL 12,650

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 Bloomsburg, East are as follows:

Owner or Reputed Owner: DeFelice, Joseph A. & Nan L.
 Owner Since 6/82
 Former Owner: Former Owner: Perrige, Wm. M. & Ruth B.
 Parcel No. 05E-14-13
 Description 20X184
60.56 X 154 Av. Irr.

| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|---------|--------|--------------|---------|---------|
| 1986 | 324.91 | 502.15 | 1727.96 | 2555.02 |
| 1985 | 285.77 | 499.93 | 1730.46 | 2516.16 |
| TCB FEE | | | | 87.57 |
| TOTAL | | | | 5158.75 |

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

Denning
 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 Bloomsburg, East are as follows:

Owner or Reputed Owner: DeFelice, Joseph A. & Nan L.
 Former Owner: Owner Since 6/82
Former Owner, Perrige, Wm. M. & Ruth B.
 Parcel No. 05E-14-21-1
 Description 40X184

| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|------|--------|--------------|---------|-------|
| 1986 | 9.24 | 14.29 | 49.17 | 72.70 |
| | | | | |
| | | | TCB FEE | 15.00 |
| | | | | |
| | | | TOTAL | 87.70 |

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

Dennis Lang
 Director

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

MUNICIPAL AUTHORITY

Of The

TOWN OF BLOOMSBURG

PENNSYLVANIA 17815

(717) 784-5422

October 22, 1987

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

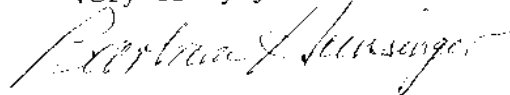
John R. Adler, Sheriff
P.O. Box 380
Bloomsburg, PA 17815

Dear Sheriff Adler:

This letter is to inform you that Joseph A. and Nan L. Defelice,
2 Oak Lane, Bloomsburg, PA owe a total of \$126.50 to the
Bloomsburg Municipal Authority.

Thank you for your assistance and cooperation.

Very truly yours,



Barbara Hunsinger
Municipal Authority
of the
Town of Bloomsburg



THE BLOOMSBURG WATER COMPANY

235 MARKET STREET • P.O. BOX 364 • BLOOMSBURG, PA 17815

MAIN OFFICE 717-784-5466
LABORATORY 717-784-4770

October 23, 1987

John R. Adler
Sheriff of Columbia County
Court House - P.O. Box 380
Bloomsburg, PA 17815

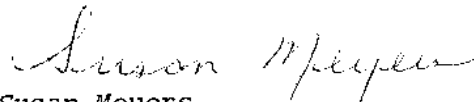
RE: Joseph A. and Nan L. Defelice
Acct. #212 019 0200 08

Dear Sirs:

There is an outstanding bill in the amount of \$126.37 for the property at 2 Oak Lane, Bloomsburg, Pa.

Yours truly,

THE BLOOMSBURG WATER COMPANY


Susan Meyers
Office Manager

SM/nh

LIST OF LIENS

VERSUS

Joseph & Nan DeFelice

Court of Common Pleas of Columbia County, Pennsylvania.

Community National Bank

versus

Joseph A. & Nan L. DeFelice

No. 971 of Term, 1987
Real Debt ||\$ 10,038.17
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien October 14, 1987
Nature of Lien Default Judgment

Municipal Authority for the

Town of Bloomsburg

versus

Joseph A. & Nan L. DeFelice

No. 109 of Term, 1987
Real Debt ||\$ 111.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien June 22, 1987
Nature of Lien Sewer Claim

versus

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

versus

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

versus

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

State of Pennsylvania
County of Columbia

ss.

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

Joseph and Nan DeFelice

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., 1987.

Beverly J. Michael
RECORDER

MORTGAGE

THIS MORTGAGE is made this 1st day of August 19 84
between the Mortgagor JOSEPH A. DEFELICE and NAN L. DEFELICE, his wife (herein
"Borrower"), and the Mortgagee, COMMUNITY NATIONAL BANK
a Corporation organized and existing under the laws of Pennsylvania, whose address is: 10 South Market Street,
Shamokin, Pennsylvania 17872 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thousand Dollars,
which indebtedness is evidenced by Borrower's note dated August 1, 1984 (herein "Note"), providing for
monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on
August 1, 2004.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance
of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest
thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of
Columbia, State of Pennsylvania:

TRACT NO. 1

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands
of Lot No. 9; thence along said lands, North 23 degrees West, 184 feet to a point on the
southerly side of a 16-foot alley; thence along said alley, North 67 degrees East, 80.56
feet to a point on the westerly side of Oak Lane; thence along said Oak Lane, South 23
degrees East, 124 feet to a point; thence in a curve having a radius of 60 feet, a
distance of 94.25 feet to a point on the northerly side of East Fourth Street; thence along
said East Fourth Street, South 67 degrees West, 20 feet to a point, the place of BEGINNING.
It being Lot No. 10 as shown on a plot plan prepared for J. L. Dillon Estate Subdivision
of H. G. Shulde, R.E., November 20, 1950.

TRACT NO. 2

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands
of Lot No. 10; thence along East Fourth Street, South 67 degrees West, 40 feet in line of
other lands of Marco Mitrani, et ux; thence along said lands, North 23 degrees West, 184
feet to a point on the southerly side of a 16-foot alley; thence along said alley, North
67 degrees East, 40 feet to a point, the westerly edge of Lot No. 10; thence along said
land, South 23 degrees East, 184 feet to a point, the place of BEGINNING. It being the
easterly portion of Lot No. 9 as shown on a plot plan prepared for J. L. Dillon Estate
Subdivision by H. G. Shulde, R.E., November 20, 1950.

WHEREON is erected a dwelling known as 2 Oak Lane, Bloomsburg, Pennsylvania.

There is imposed on all the lots the following covenants and restrictions:

1. That the said premises shall not be used except for residential purposes, or sold
except as a whole, unless such sale complies with the requirement that no parcel of land
shall be held in single and separate ownership, which is less in size than that of a lot
in the location at which such plot or parcel is located as appearing on the plot plan of
J. L. Dillon Estate; that there shall be only one building on each plot except a garage.
That no other building or structure, whatsoever, shall be erected or maintained thereon.
2. That no buildings whatsoever, shall at any time be erected or maintained on said
premises, nor any change or alteration made therein, until the plans and specifications
have been submitted to and approved in writing, by the architect and owners.

(Continued on Attachment)

which has the address of 2 Oak Lane, Bloomsburg, Pennsylvania 17815
(Street) (City)
(State and Zip Code) (herein "Property Address");

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

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

ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 1st day of August, 1984, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Community National Bank, 10 South Market Street, Shamokin, Pennsylvania 17872 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2 Oak Lane, Bloomsburg, Columbia County, Pennsylvania 17815

Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 12.5%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on August 1, 1985, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:

[Check one box to indicate Index.]

(1) ☒ "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☐

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1) ☐ There is no maximum limit on changes in the interest rate at any Change Date.

(2) ☒ The interest rate cannot be changed by more than .2 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

C. PRIOR LIENS

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

Joseph A. DeFelice (Seal)
Joseph A. DeFelice — Borrower

Nan L. DeFelice (Seal)
Nan L. DeFelice — Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.
NEW JERSEY AND PENNSYLVANIA — 981 — PLMC UNIFORM INSTRUMENT

BANCORPFORM 98-101 (3/82)

ATTACHMENT TO MORTGAGE BETWEEN JOSEPH A. DEFELICE and NAN L. DEFELICE, husband and wife,
Borrowers,

A
N
D

COMMUNITY NATIONAL BANK, Lender

3. That no dwelling, garage or projections shall be erected or maintained on said premises within twenty-five (25) feet from the front right-of-way line; except that in respect to lots numbers 62 to 66 inclusive, the distance shall be forty (40) feet from the right-of-way line; nor within ten (10) feet of the side plot line, nor within ten (10) feet of the rear plot line. The building area shall not exceed twenty (20) per centum of the lot area.
 4. That the purchaser of these plots covenants and agrees in the grading and landscaping of said premises to conform to such general plan of grading and landscaping as prevails; and will give due respect to both water and drainage control.
 5. That there shall be no cattle, cows, sheep, pigs, chickens or other animals or fowls, other than family pets permitted on the premises.
 6. In the event the Grantees herein voluntarily offer for sale the premises above described, they shall, and they hereby do, extend to the Grantors herein, the right or option for a period of fifteen days to repurchase said premises at the offering price. The Grantees shall be deemed to have complied with this requirement by sending written notice by regular mail of their intent to sell to any one of the Grantors herein at 900 New Berwick Highway, Bloomsburg, Pennsylvania.
 7. No soft or bituminous coal shall be burned or consumed in any building erected upon the plots of J. L. Dillon Estate.
 8. Restrictions shall be valid for a period of twenty-five (25) years, automatically renewed for ten (10) year periods unless changed by a majority of lot owners, and shall be binding on all lots regardless of number of resales.
 9. For violation to any of the above restrictions legal action may be instituted by the owners of the plot of the J. L. Dillon Estate.
- BEING the same premises which William M. Perrige and Ruth B. Perrige, his wife, by their deed dated June 23, 1982, recorded June 25, 1982, in the Office for the Recorder of Deeds in and for Columbia County, Pennsylvania, in Deed Book 307, at Page 133, granted and conveyed unto Joseph A. DeFelice and Nan L. DeFelice, his wife, Borrowers herein.

BK 335 Pg 920

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

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

13. **Successors and Assigns Bound; Joint and Several Liability; Caption.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

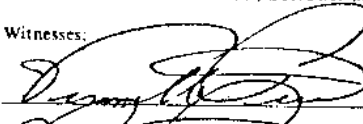
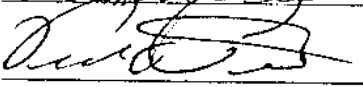
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

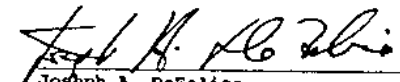
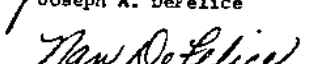
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:


Joseph A. DeFelice -Borrower

Nan L. DeFelice -Borrower

COMMONWEALTH OF PENNSYLVANIA, Northumberland County ss:

On this, the 1st day of August, 19 84, before me,

a Notary Public the undersigned officer, personally appeared

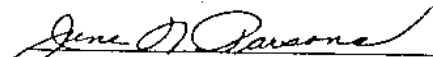
Joseph A. DeFelice and Nan L. DeFelice, his wife, known to me (or satisfactorily proven)

to be the persons whose names are subscribed to the within instrument and acknowledged that

they executed the same for the purposes herein contained.

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

My Commission expires:
JUNE N. PARSONS
NOTARY PUBLIC
SHAMOKIN, NORTHUP CO., PA.
MY COMMISSION EXPIRES MAY 20, 1988


Notary Public
Title of Officer

I hereby certify that the precise residence of the within Mortgagee is 10 South Market Street
Shamokin, Pennsylvania 17872

LEAVENS & ROBERTS

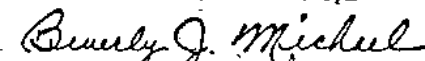
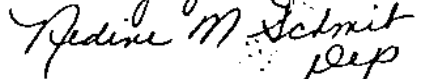
Attorneys at Law
29 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17872-0518

(Signature)

(space Below This Line Reserved For Lender and Recorder)

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX 50 FEE 100
AUG 1 12 19 PM '84
Roberts

Recorded in Columbia County
Record Bk 335 pg 918
August 1, 1984 12:19pm



dep

BOOK 335 PAGE 923

MORTGAGE

THIS MORTGAGE is made this 26th day of Sept. 19 86 between Joseph A. DeFelice and

Nan L. DeFelice
2 Oak Lane, Bloomsburg, PA 17815

whose address is (hereinafter, whether one or more, called "Borrower") and BLOOMSBURG BANK - COLUMBIA TRUST CO. (whose address is Bloomsburg, Pennsylvania 17815, hereinafter called "Lender") in

consideration for and to secure payment to Lender by Borrower of a loan and any interest and costs due thereon evidenced by a note dated Sept. 26, 19 86

with (applicable box checked) ☒ a total of payments of \$ 14,365.80 ☐ an amount financed of \$ _____ (and/or any modification,

refinancing, or extension thereof and any other loan note or other agreement which may be substituted therefore, any or all of which are hereinafter called "Note"), and the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and performance of all conditions, covenants and obligations contained herein and in the Note and any other loans or other obligations of Borrower to Lender now existing or hereafter incurred. Borrower does by these presents grant, bargain, sell, convey and mortgage unto Lender, ALL the following

described real estate situate in the ~~XXXXXX~~ Town of Bloomsburg, Commonwealth of Pennsylvania (hereinafter called "Property") known and designated as

2 Oak Lane Bloomsburg Columbia, Pennsylvania, more

particularly described in the Deed recorded in the Office for the Recording of Deeds in said County in Deed Book No. 307, Page 133, and, if necessary, as more particularly described on the reverse side hereof

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, hereditaments and appurtenances, easements, rights of way, profits, fixtures, rents, royalties and any other income derived from the Property, together with any of the aforementioned acquired after the date this Agreement is executed, all the above together referred to as the "Property"

TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Lender, to and for the use and behoof of Lender forever.

THIS MORTGAGE IS MADE subject to the following conditions, covenants and obligations:

- Borrower will make all payments on the due dates in the Note, including payments due by acceleration of maturity, and perform all other conditions, covenants and obligations as required or provided herein or in the Note, and further will make all payments of interest and principal on any further advance made to Borrower by Lender under the terms of this Mortgage, and
- Borrower covenants and warrants that Borrower has fee simple title to the Property and the right to mortgage the Property, and grants to Lender a general warranty of title excepting those items listed on Lender's title insurance policy, if any; and
- Borrower will pay when due all taxes and assessments against the Property or any part thereof, and will deliver receipts therefor to the Lender upon request and shall pay when due all amounts secured by any prior lien on the Property. Borrower and Lender hereby agree that Lender, at its option, may collect an amount equal to 1/12 the estimated total of the above each month as further security and such amounts shall not be considered trust funds and they shall not bear interest; and
- Borrower will keep the Property insured as may be required by Lender and the policies and renewals evidencing such insurance shall have attached thereto a standard mortgage loss payable clause(s) in the form acceptable to Lender. Such insurance shall include, but shall not be limited to, "extended coverage" hazard insurance. In the event of cancellation of such insurance, Borrower hereby assigns to Lender any unearned insurance premiums pertaining to such insurance. In the event of loss, Lender shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower. Lender is authorized to collect and apply the insurance proceeds at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage; and
- Borrower will neither commit nor suffer any ship, waste, impairment or deterioration of the Property and will maintain the Property in good order and repair, and
- Borrower will not sell, convey, transfer, assign or encumber the Property or any interest therein without the prior written consent of Lender, and
- If Borrower fails to perform the covenants and agreements contained in this Mortgage, or the Note, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing in this paragraph shall require Lender to incur any expenses to take any action hereunder; and
- Unless otherwise agreed to by Lender and Borrower, in the event the Property is wholly or partially condemned by any governmental authority by eminent domain or otherwise, Lender is entitled to receive the proceeds of all awards or claims for damages resulting from the condemnation, such funds to be used to reduce indebtedness of Borrower hereunder, whether or not then due, and
- In the event that Borrower defaults in the making of any payment due and payable under the Note, or in the keeping and performance of any of the conditions, covenants and obligations contained herein or in the Note, or in the event of any transfer, sale or other disposition of the Property, whether voluntary or by court order, Lender may, to the extent permitted by applicable law, (i) forthwith bring an action of mortgage foreclosure herein or institute other foreclosure proceedings upon this Mortgage or on the Note, and may proceed to judgment and execution to recover the balance due on the Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale and any such judgment shall bear interest at the Annual Percentage Rate of the Note until the full amount due Lender is actually paid by the sheriff or otherwise, or (ii) enter into possession of the Property, with or without legal action, lease the Property, collect all rents and profits therefrom and, after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of taxes, and other necessary maintenance and operation costs (including agents' fees and attorney's fees) or on account of Borrower's obligation on the Note, in such order and amount as Lender in its sole discretion may elect and Lender shall be liable to account only for rents and profits it actually receives, or (iii) accelerate the balance due or take any one or more of the foregoing actions, and
- To the extent permitted by law, Borrower hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws now in force or hereafter passed, either to the benefit or relief of Borrower, or limiting the balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale thereof in any judicial proceedings upon the Note or upon this Mortgage, or exempting the Property or any other property, real or personal, or any part of the proceeds of sale thereof from attachment, levy, or sale under execution, or providing for any stay of execution or other process, and
- Lender's rights under this Mortgage are cumulative. Lender's failure to exercise any or all of the above remedies shall not be construed as a waiver thereof; and
- Any notices that are required pursuant to this Mortgage or by law shall be sent to the addresses listed in the caption of this Mortgage, unless notice of change of address is sent to the party obligated to send the notice, and
- This Mortgage is governed by the law of Pennsylvania. In the event that any term hereof conflicts with the law and is ineffective by reason thereof, the remaining portion of the Mortgage shall remain in full force and effect.

NOTWITHSTANDING, nevertheless, that if Borrower pays or causes this Mortgage and the debt hereby secured to be paid in full in the manner provided in the Note and this Mortgage, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants and conditions herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders. All covenants and agreements of Borrower shall be joint and several.

Payment of this Mortgage is subject to the terms and conditions of the Note of even date between Borrower and Lender.

IN WITNESS WHEREOF, the Borrower has hereunto set his (their) hand and seal the day and year first above written. Signed, sealed and delivered in the presence of

Witness Nan L. DeFelice (SEAL)
 Witness Joseph A. DeFelice (SEAL)
 Exact Signature of Borrower
 Exact Signature of Borrower

NON-CONSENT OF THE JOINT OR SEVERAL INTEREST IN THE PROPERTY. In consideration for credit extended to Borrower, I (we) hereby mortgage, grant and convey my (our) interest in the Property to Lender under the terms of this Mortgage except that I (we) shall not be personally liable on the Note or under this Mortgage or any future notes secured by this Mortgage, unless executed by me (us). I (we) agree that Lender may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note or any future notes secured by this Mortgage without my (our) consent and without releasing me (us) or modifying this Mortgage as to my (our) interest in the Property.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) the day and year first above written. Signed, sealed and delivered in the presence of

Witness _____ (SEAL)
 Witness _____ (SEAL)

NON-CONSENT OF NON-OWNER JOINDER OF SPOUSE IN MORTGAGE. In consideration for credit extended to Borrower, I, as the spouse of Borrower, hereby mortgage, grant and convey my interest in the Property to Lender under the terms of this Mortgage, except that I shall not be personally liable on the Note or under this Mortgage or any future notes secured by this Mortgage, unless executed by me. I agree that Lender may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note or any future notes secured by this Mortgage without releasing me or modifying this Mortgage as to my interest in the Property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day first above written. Signed, sealed and delivered in the presence of

Witness _____ (SEAL)
 CR 9

RECORD BOOK

DATE OF DEED 10/7/86

OR

OFF

BOOK

Page 192

RECORD BOOK, 1986, 1987, 1988

OFFICE

TO HAVE

XXXXXXXXXX

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

On this 26th day of Sept. 19 86 before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Joseph A. & Nan L. DeFelice known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the Mortgage which appears on the reverse hereof and acknowledged execution thereof for the purposes therein contained and desired that it be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid

Rita M. Stout
Notary Public

BITA M. STOUT, NOTARY PUBLIC
SCOTT TOWNSHIP, COLUMBIA COUNTY
MY COMMISSION EXPIRES SEPT. 25, 1989
Member, Pennsylvania Association of Notaries



REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50 FEE \$30
OCT 7 1986

Recorded in Columbia County
Record Book 376, Page 191
October 7, 1986 @ 4:04 P.M.

CERTIFICATE OF RESIDENCE Beverly J. Michael
Recorder

The Address of the within named Lender is
11 West Main, Box 240
Bloomsburg, Pennsylvania 17815
On Behalf of the Lender

Gay Kliney

Asst. Treas.

Mortgaged Premises:
2 Oak Lane
Street Address
Town of Bloomsburg
City, Borough or Township
Bloomsburg PA 17815
Post Office
COMMONWEALTH OF PA. ss.
COUNTY OF
RECORDED on this _____ day of _____ 19____ in _____
Office for the Recording of Deeds of said Court
in Mtg. Book No. _____, Page _____

BLOOMSBURG BANK -
COLUMBIA TRUST COMPANY
MORTGAGE
11 West Main Street
Bloomsburg, Pennsylvania 17815

BOOK 376 PAGE 192

MORTGAGE

COMMONWEALTH
OF PENNSYLVANIA

Joseph A. DeFelice
Nan L. DeFelice
(Name of Mortgagor(s))

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

November 4, 1987

COMMUNITY NATIONAL BANK VS. JOSEPH A. & NAN L. DEFELICE

No. 971 of 1987 J.D.
No. 57 of 1987 E.D.


Richard Roberts
29 E. Independence Street
P.O. Box 518
Shamokin, PA 17872

Dear Mr. Roberts:

Enclosed is the certified posting return on the above named sheriff sale.

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. 57 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 30, 1987 at 10:50 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Joseph A. & Nan L. DeFelice
sale bill was handed to Mr. Defelice personally, at 2 Oak Lane, Bloomsburg
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Susan Beaver

SO ANSWERS:

Susan Beaver
Deputy Sheriff

Susan Beaver

FOR:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me this
_____ day of _____

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

COMMUNITY NATIONAL BANK, : No. 57 - 1987 Ex. D.
Plaintiff :
 : No. 971 - 1987 App. D.
v. :
 :
JOSEPH A. DeFELICE and : MORTGAGE FORECLOSURE
NAN L. DeFELICE, :
Defendants :

NOTICE OF SALE OF REAL ESTATE
PURSUANT TO Pa.R.C.P. 3129(b)(2)

TO: JOSEPH A. DeFELICE
2 Oak Lane
Bloomsburg, Pennsylvania 17815

NAN L. DeFELICE
2 Oak Lane
Bloomsburg, Pennsylvania 17815

COMMUNITY NATIONAL BANK
10 South Market Street
Shamokin, Pennsylvania 17872

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the 26th Judicial District, Columbia County Branch, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on ~~December 17~~, 1987, at 11:00 o'clock, A.M., local time, the real estate described in "Exhibit A" attached hereto and made a part hereof.

The Writ of Execution has issued on a judgment in the above action in the amount of \$120,038.17 plus interest and costs of suit.

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

Claims to proceed must be made with the Sheriff before distribution.

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

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

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

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

Susquehanna Legal Services
36 West Main Street
Bloomsburg, Pennsylvania 17815
(717) 784-8760

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

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


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

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

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

any other legal or equitable right.

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


Richard J. Roberts, Jr., Esquire
Leavens, Roberts & Zurick
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872
Attorneys for Plaintiff

All those two (2) certain tracts of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands of Lot No. 9; thence along said lands, North 23 degrees West, 184 feet to a point on the southerly side of a 16-foot alley; thence along said alley, North 67 degrees East, 80.56 feet to a point on the westerly side of Oak Lane; thence along said Oak Lane, South 23 degrees East, 124 feet to a point; thence in a curve having a radius of 60 feet, a distance of 94.25 feet to a point on the northerly side of East Fourth Street; thence along said East Fourth Street, South 67 degrees West, 20 feet to a point, the place of BEGINNING. It being Lot No. 10 as shown on a plot plan prepared for J.L. Dillon Estate Subdivision of H.G. Shulde, R.E., November 20, 1950.

TRACT NO. 2

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands of Lot No. 10; thence along East Fourth Street, South 67 degrees West, 40 feet in line of other lands of Marco Mitrani, et ux; thence along said lands, North 23 degrees West, 184 feet to a point on the southerly side of a 16-foot alley; thence along said alley, North 67 degrees East, 40 feet to a point, the westerly edge of Lot No. 10; thence along said land, South 23 degrees East, 184 feet to a point, the place of BEGINNING. It being the easterly portion of Lot No. 9 as shown on a plot plan prepared for J.L. Dillon Estate Subdivision by H.G. Shulde, R.E., November 20, 1950.

WHEREON is erected a dwelling known as 2 Oak Lane, Bloomsburg, Pennsylvania.

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: Bloomsburg Town Tax Collector
Geraldine Kern
Town Hall 301 E. 2nd St.,
Bloomsburg, Pa. 17815

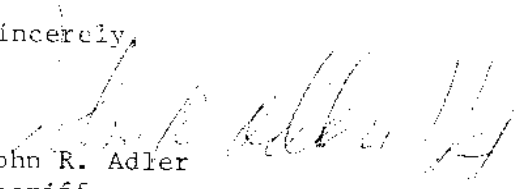
RE: Community National Bank vs. Joseph A. and Nan L. Deflice
No. 57 of 1987 ED No. 971 of 1987 JD

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

Enclosed are copies of the taxes

currently due.



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

October 27, 1987

LeRoy S. Zimmerman
ATTORNEY GENERAL

Reply To:

15th Floor
Strawberry Square
4th & Walnut Streets
Harrisburg, PA 17120
(717) 787-3646

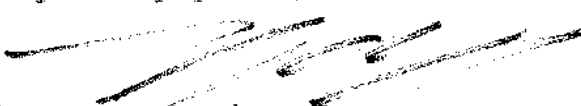
John R. Adler, Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

RE: Joseph A. Defelice
Nancy L. Defelice

Dear Sheriff Adler:

The records of the Collections Unit of the Office of Attorney General show no claim in this office against Joseph A. or Nan L. Defelice.

Very truly yours,



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

TCZ/kf

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: October 14, 1987

RE: Sheriff's Sale Advertising Dates

Community Nat'l Bank vs Joseph + Helen Wojcik
No. 57 of 1987 ED No. 921 of 1987 JD

Dear Sir:

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

1st week Nov 24, 1987

2nd week Dec 1, 1987

3rd week Dec 8, 1987

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
John R. Adler
Sheriff

enc.

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: October 23, 1987

RE: Sheriff's Sale Advertising Dates

COMMUNITY NATIONAL BANK vs JOSEPH A DE FELICE AND NAN L. DE FELICE
No. 57 of 1987 ED No. of JD

Dear Sir:

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

1st week November 24, 1987

2nd week December 1, 1987

3rd week December 8, 1987

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
Sheriff

enc.

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. 57

WRIT OF EXECUTION

SERVICE ON JOSEPH A. DEFELICE AND NAN L. DEFELICE, his wife

ON October 22, 1987 AT 9:29 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, JOSEPH A. AND NAN L. DE FELICE, at 2 Oak Lane, Bloomsburg,
by handing to Ricco DeFelice, their son, 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
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
717-784-1891

Date: October 21, 1987

To: Bloomsburg Water Co.
235 Market Street
Bloomsburg, Pa. 17815

Re: Community National Bank vs Joseph A. and Nan L. Defelice
No. 57 of 1987 ED No. 971 of 1987 JD

Dear Sir:

Enclosed is notice of an upcoming Sheriff's Sale. If you have
any information, please contact me at the above address IMMEDIATELY.

Thank you for your contact 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. 17815

PHONE
717-784-1891

Date: October 21, 1987

To: Barbara Hunsinger, Sewer Authority
Municipal Authority
Town Hall Building
Bloomsburg, Pa. 17815

RE: Community National Bank vs Joseph A. and Nan L. Defelice

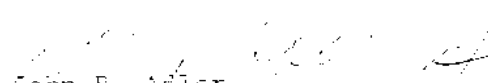
No. 57 of 1987 ED No. 971 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have
any claim in 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
COURTHOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE
717-754-1991

Date: October 21, 1987

To: Bloomsburg Town Tax Collector
Geraldine Kern
Town Hall 301 E. 2nd St.,
Bloomsburg, Pa. 17815

RE: Community National Bank vs Joseph A. and Nan L. Deflice
No. 57 of 1987 ED No. 971 of 1987 JD

Dear Sir:

Enclosed is 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
717-784-1991

Date: October 21, 1987

To: Dept. of Public Welfare
Office of F. A. I. R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

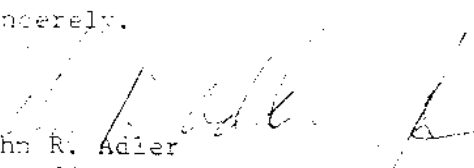
RE: Community National Bank vs. Joseph A. and Nan L. Defelice
No. 57 of 1987 ED No. 971 of 1987 JD

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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
717-784-1091

Date: October 21, 1987

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

RE: Community National Bank vs Joseph A. & Nan L. Deflice

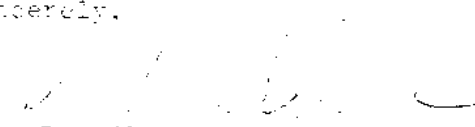
No. 57 of 1987 ED No. 971 of 1987 JD

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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. 17816

PHONE
717-784-1891

Date: October 21, 1987

To: Federal Tax Office IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures Function

RE: Community National Bank vs Joseph A. and Nan L. Defelice

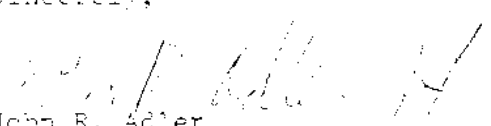
No. 57 of 1987 ED No. 971 of 1987 JD

Dear Sir:

As I see in 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. 17816

PHONE
717-784-1891

Date: October 21, 1987

To: State Tax Office
Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, Pa. 17105

RE: Community National Bank vs Joseph A. and Nan L. Defelice

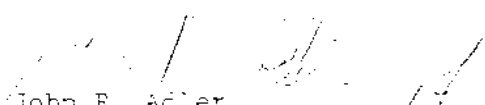
No. 57 of 1987 ED No. 971 of 1987 JD

Dear Sir:

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

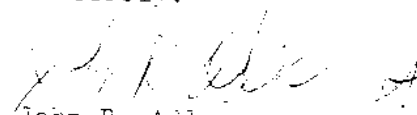
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Sincerely,


John R. Adler
Sheriff

cnb community national bank
SHAMOKIN, PA. 17872

116213

October 14, 19 87

60-263
313

PAY TO THE
ORDER OF Columbia County Sheriff

\$ 750.00

PAY 750 AND 00 CTS

DOLLARS

DeFelice Foreclosure.

CASHIER'S CHECK

[Signature]
95 LAM

⑈116213⑈ ⑆031302638⑆ 401 142 ⑈

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

COMMUNITY NATIONAL BANK, : No. 971 - 1987 Ex. D.
Plaintiff :
v. : No. 971 - 1987 App. D.
JOSEPH A. DeFELICE and :
NAN L. DeFELICE, : MORTGAGE FORECLOSURE
Defendants :

NOTICE OF SALE OF REAL ESTATE
PURSUANT TO Pa.R.C.P. 3129(b)(2)

TO: JOSEPH A. DeFELICE
2 Oak Lane
Bloomsburg, Pennsylvania 17815

NAN L. DeFELICE
2 Oak Lane
Bloomsburg, Pennsylvania 17815

COMMUNITY NATIONAL BANK
10 South Market Street
Shamokin, Pennsylvania 17872

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of the 26th Judicial District, Columbia County Branch, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on December 17, 1987, at 10:00 o'clock, A.M., local time, the real estate described in "Exhibit A" attached hereto and made a part hereof.

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

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

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

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Susquehanna Legal Services
36 West Main Street
Bloomsburg, Pennsylvania 17815
(717) 784-8760

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

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Richard J. Roberts, Jr., Esquire
Leavens, Roberts & Zurick
29 East Independence Street
Post Office Box 518
Shamokin, Pennsylvania 17872
Attorneys for Plaintiff

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TRACT NO. 1

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WHEREON is erected a dwelling known as 2 Oak Lane, Bloomsburg, Pennsylvania.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

| | | |
|--------------------------|---|------------------------|
| COMMUNITY NATIONAL BANK, | : | No. 57 - 1987 Ex. D. |
| Plaintiff | : | |
| | : | No. 971 - 1987 App. D. |
| v. | : | |
| | : | |
| JOSEPH A. DeFELICE and | : | MORTGAGE FORECLOSURE |
| NAN L. DeFELICE, | : | |
| Defendants | : | |

AFFIDAVIT FILED PURSUANT TO RULE 3129

Community National Bank, Plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at 2 Oak Lane, Bloomsburg, Columbia County, Pennsylvania, which real property is described on "Exhibit A" attached hereto and made a part hereof:

1. Name and address of Owners or Reputed Owners:

| | |
|------------------------|--------------------------------|
| <u>Name:</u> | <u>Address:</u> |
| Joseph A. DeFelice and | 2 Oak Lane |
| Nan L. DeFelice | Bloomsburg, Pennsylvania 17815 |

2. Name and address of Defendants in the judgment:

| | |
|------------------------|--------------------------------|
| <u>Name:</u> | <u>Address:</u> |
| Joseph A. DeFelice and | 2 Oak Lane |
| Nan L. DeFelice | Bloomsburg, Pennsylvania 17815 |

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

All those two (2) certain tracts of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

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WHEREON is erected a dwelling known as 2 Oak Lane, Bloomsburg, Pennsylvania.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

COMMUNITY NATIONAL BANK,
Plaintiff

vs.

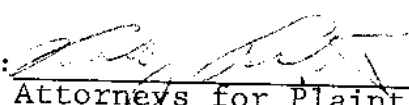
JOSEPH A. DeFELICE and
NAN L. DeFELICE,
Defendants

: No. 57-1987 Ex. D.
:
: No. 971 - 1987 App. D.
:
:
: MORTGAGE FORECLOSURE
:
:

TO: Columbia County Sheriff

Seize, levy, advertise and sell all real property of
the Defendants located at 2 Oak Lane, Bloomsburg, Columbia
County, Pennsylvania. You are hereby released from all
responsibility in not placing watch men or insurance on the real
property levied upon by virtue of the writ.

LEAVENS, ROBERTS & ZURICK

By: 
Attorneys for Plaintiff

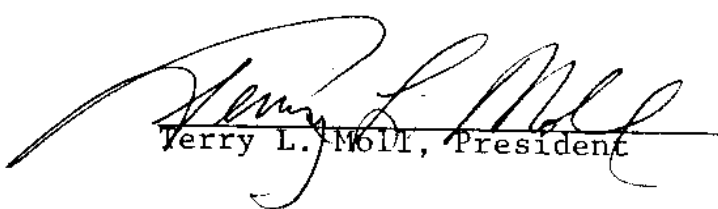
IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH
CIVIL ACTION - LAW

COMMUNITY NATIONAL BANK, : No. 971 - 1987
Plaintiff :
v. :
JOSEPH A. DeFELICE and : MORTGAGE FORECLOSURE
NAN L. DeFELICE, :
Defendants :

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF NORTHUMBERLAND : SS:

TERRY L. MOLL, being duly sworn according to law,
deposes and says that he is the President of COMMUNITY NATIONAL
BANK, Plaintiff in the foregoing matter and, as such, is
authorized to make this affidavit on its behalf; that to the best
of his knowledge the Defendants above named are not in the
military or naval service of the United States of America or any
state or territory thereof; and that the Defendants, Joseph A.
DeFelice and Nan L. DeFelice, reside at 2 Oak Lane, Bloomsburg,
Pennsylvania, 17815.


Terry L. Moll, President

Sworn to and subscribed
before me this 14th day
of October, 1987.


Notary Public

OCT 14 4 02 PM '87

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

COMMUNITY NATIONAL BANK,
Plaintiff

VS

JOSEPH A. DeFELICE and
NAN L. DeFELICE,
Defendants

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF ~~NORTHUMBERLAND~~ COLUMBIA:

TO THE SHERIFF OF ~~NORTHUMBERLAND~~ COLUMBIA COUNTY, PENNSYLVANIA

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

See "EXHIBIT A" Attached.

IN THE COURT OF COMMON PLEAS OF
~~NORTHUMBERLAND COUNTY, PENNSYLVANIA~~
THE 26TH JUDICIAL DISTRICT
COLUMBIA COUNTY BRANCH

No. EX. — 57 - 1987

No. CV. — 971 - 1987

**WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)**

Amount Due

\$ 120,038.17

Interest from 10/14/87

Atty's commission

Total

\$; Plus costs as endorsed hereon.

Dated 10-14-87

(SEAL)

Prothonotary

By: Helen K. Lerner

Deputy

All those two (2) certain tracts of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands of Lot No. 9; thence along said lands, North 23 degrees West, 184 feet to a point on the southerly side of a 16-foot alley; thence along said alley, North 67 degrees East, 80.56 feet to a point on the westerly side of Oak Lane; thence along said Oak Lane, South 23 degrees East, 124 feet to a point; thence in a curve having a radius of 60 feet, a distance of 94.25 feet to a point on the northerly side of East Fourth Street; thence along said East Fourth Street, South 67 degrees West, 20 feet to a point, the place of BEGINNING. It being Lot No. 10 as shown on a plot plan prepared for J.L. Dillon Estate Subdivision of H.G. Shulde, R.E., November 20, 1950.

TRACT NO. 2

BEGINNING at a point on the northerly side of East Fourth Street and in line of lands of Lot No. 10; thence along East Fourth Street, South 67 degrees West, 40 feet in line of other lands of Marco Mitrani, et ux; thence along said lands, North 23 degrees West, 184 feet to a point on the southerly side of a 16-foot alley; thence along said alley, North 67 degrees East, 40 feet to a point, the westerly edge of Lot No. 10; thence along said land, South 23 degrees East, 184 feet to a point, the place of BEGINNING. It being the easterly portion of Lot No. 9 as shown on a plot plan prepared for J.L. Dillon Estate Subdivision by H.G. Shulde, R.E., November 20, 1950.

WHEREON is erected a dwelling known as 2 Oak Lane, Bloomsburg, Pennsylvania.