

65

Restricted Delivery

Article Number

128-249

Service

Insured

COD

Signature of addressee or

POST OFFICE DELIVERED

Address (ONLY if

postmaster and for post)

POSTMASTER RETURN RECEIPT

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

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you a 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

TRJ P.O. Box 12850

Type of Service

☐ Insured ☐ COD

Signature of addressee or

POST OFFICE DELIVERED

Address (ONLY if

postmaster and for post)

POSTMASTER RETURN RECEIPT

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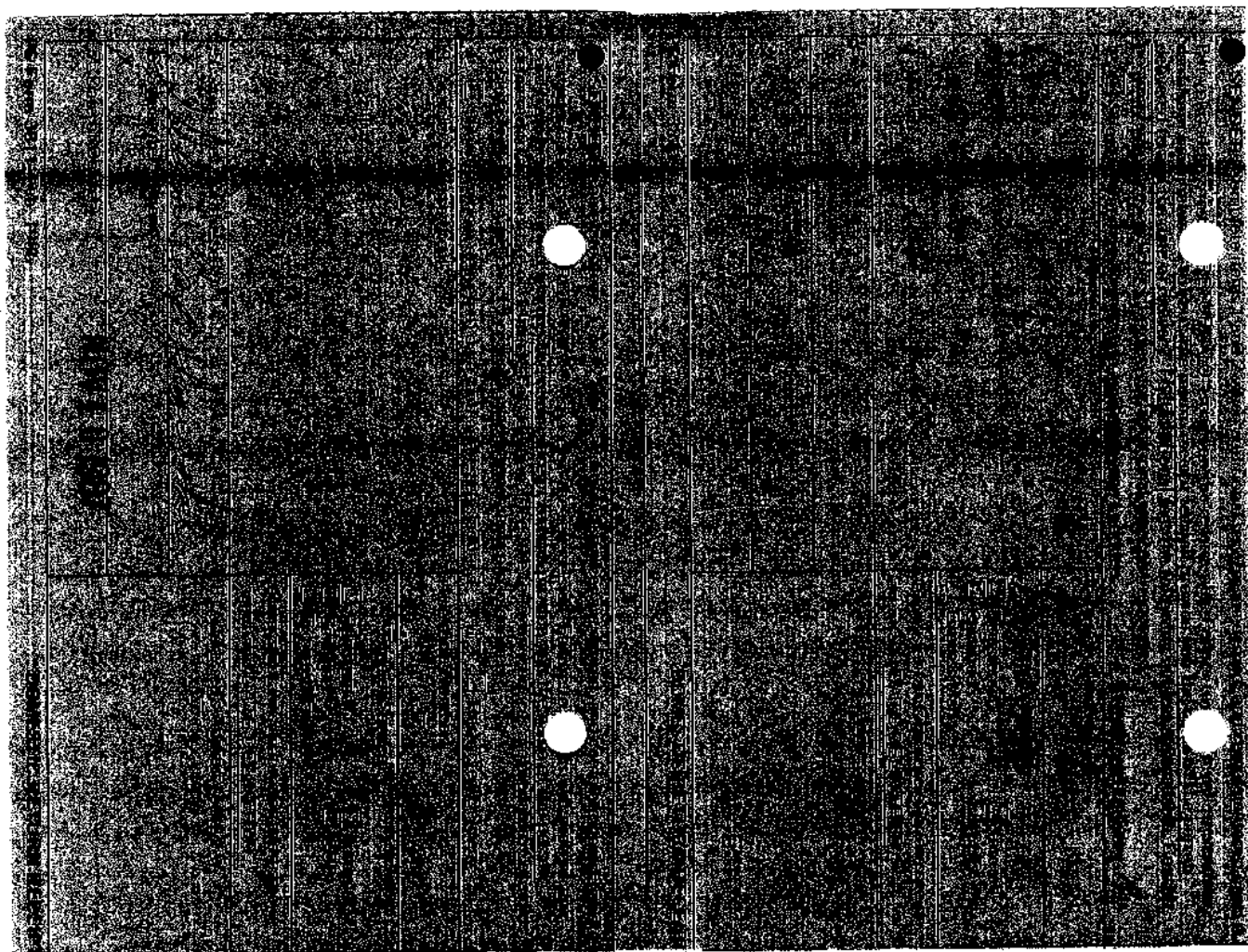
Signature of addressee or

POST OFFICE DELIVERED

Address (ONLY if

postmaster and for post)

POSTMASTER RETURN RECEIPT



**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date December 8, 19 87

OWNER OR REPUTED OWNER

Levan, Delwood W. Jr. & Ipher, Donna M.
Owner since 12/82
Former Owners: Killian, Harry W. & Dorothy M.

DESCRIPTION OF PROPERTY

214 Summerhill Ave.

PARCEL NUMBER

04.1-2-137

IN Berwick Borough Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 19 86.

Requested by: John Adler, Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE - \$5.00

~~FEE \$2.00~~

AD
2/2/88

D. Long

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

January 25, 1988

PHILADELPHIA NATIONAL BANK TRUSTEE FOR PENNA. HOUSING FINANCE AGENCY VS. DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW BY MARRIAGE DONNA M. LEVAN

No. 1078 of 1987 J.D.

No. 65 of 1987 E.D.

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

Dear Susan:

Please find enclosed a check in the amount of \$30.00 for solicitor services for the above named sheriff sale that was held in our office January 7, 1988.

Your assistance in this matter is greatly appreciated.

Sincerely,

Susan S. Beaver
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

January 25, 1988

PHILADELPHIA NATIONAL BANK TRUSTEE FOR PENNA. HOUSING FINANCE AGENCY VS. DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW BY MARRIAGE DONNA M. LEVAN

No. 1078 of 1987 J.D.
No. 65 of 1987 E.D.

Chris Klinger
Boro of Berwick
344 Market Street
Berwick, PA 18603

Dear Chris:

Please find enclosed a check in the amount of \$154.59 for the sewer rental for the above named sheriff sale that was held in our office January 7, 1988.

The new owners are Philadelphia National Bank Trustee For Penna. Housing Finance Agency whose address is Broad and Chestnut Streets, Phila., PA 19178.

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

January 25, 1988

PHILADELPHIA NATIONAL BANK TRUSTEE FOR PENNA. HOUSING FINANCE AGENCY VS. DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW BY MARRIAGE DONNA M. LEVAN

No. 1078 of 1987 J.D.
No. 65 of 1987 E.D.

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

Dear Sir:

Please find enclosed a check in the amount of \$181.82 for the advertising of the above named sheriff sale that was held in our office January 7, 1988.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl. (1)

SHERIFF'S SALE

Distribution Sheet

PHILADELPHIA NATIONAL BANK TRUSTEE FOR
PENNA. HOUSING FINANCE AGENCY

DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW
VS. BY MARRIAGE DONNA M. LEVAN

NO. 1078 of 1987 JD

NO. 65 of 1987 ED

DATE OF SALE: January 7, 1988

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) January 7, 1988 and (time) 10:30 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 Phila. Nat'l Bank Trustee for Penna. Housing Finance Agency for the price or sum of Six hundred fifty dollars and 27/100 Dollars.

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	\$ <u>637.52</u>	
Poundage	<u>12.75</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>650.27</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>150.27</u>

EXPENSES:

Columbia County Sheriff - Costs.....	\$ <u>163.36</u>	
Poundage	<u>12.75</u>	\$ <u>176.11</u>
Newspaper		<u>181.82</u>
Printing		<u>37.25</u>
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>25.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>18.50</u>
	Realty transfer taxes	
	State stamps	
Tax Collector ()		
Columbia County Tax Assessment Office.....		
State Treasurer		<u>22.00</u>
Other: <u>TAX CLAIM BUREAU (LIEN CERTIFICATE)</u>		<u>5.00</u>
<u>BERWICK SEWER 1987 and 1988</u>		<u>154.59</u>

TOTAL EXPENSES: \$ 650.27

Total Needed to Purchase \$ 650.27

Less Expenses

Net to First Lien Holder

Plus Deposit 500.00

Balance Due ~~Total to First Lien Holder~~ \$ 150.27 pd. 1/7/88

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

SHERIFF'S SALE - COST SHEET

PHILADELPHIA NATIONAL BANK TRUSTEE FOR
PENNA. HOUSING FINANCE AGENCY

DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW
VS. BY MARRIAGE DONNA M. LEVAN

EQ. 65 of 1987 E.D.

DATE OF SALE: January 7, 1988

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	63.00
Mailing	13.36
Advertising, Sale Bills & Newspapers	18.00
Posting Handbills	14.00
Mileage	15.00
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00

TOTAL \$ 163.36

Press-Enterprise, Inc.	\$ 181.82
Henrie Printing	37.25
Collector's Services	30.00

TOTAL \$ 249.07

PROTHONOTARY: Liens List	\$ 20.00
Deed Notarization	5.00
Other	

TOTAL \$ 25.00

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

TOTAL \$ 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19	\$
School Taxes, District	
Delinquent Taxes, 19, 19, 19 (Total Amts.)	

TOTAL \$

MUNICIPAL RENTS:

Sewer - Municipality BERWICK	1987 and 1988	\$ 154.59
Water - Municipality	19	

TOTAL \$ 154.59

SURCHARGE FEE: (State Treasurer)

\$ 22.00

MISCELLANEOUS: TAX CLAIM BUREAU (lien Certificate)

\$ 5.00

TOTAL

\$ 5.00

TOTAL COSTS

\$ 637.52

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

PHILADELPHIA NATIONAL BANK TRUSTEE FOR
PENNA. HOUSING FINANCE AGENCY

VS DELWOOD A. LEVAN, JR. AND DONNA M. IPHER, NOW
BY MARRIAGE DONNA M. LEVAN

NO. 65 of 1987 E.D.

NO. 1078 of 1987 J.D.

DATE OF SALE: January 7, 1988

BID PRICE (INCLUDES COSTS)

\$ 637.52

POUNDAGE 2% BID PRICE

\$ 12.75

TRANSFER TAX 2% BID PRICE

\$

MISC. COSTS

\$

TOTAL NEEDED TO PURCHASE

\$ 650.27

PURCHASER(S) : Phila Natl Bank Trustee for Pa. Housing Finance Agency

ADDRESS : 1000 9th St

NAME(S) ON DEED: Same as above

PURCHASER(S) SIGNATURE(S) : [Signature]

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 650.27

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$

AMOUNT DUE IN
EIGHT DAYS \$ 150.27

SHERIFF'S SALE - COST SHEET

VS. _____

NO. 65-1187

DATE OF SALE: 1/7/85

SHERIFF'S COST OF SALE:

Docket & Levy 2.00
 Service 4%
 Mailing _____
 Advertising, Sale Bills & Newspapers 12.00
 Posting Handbills 10.00
 Mileage 100.00
 Crying/Adjourn of Sale _____
 Sheriff's Deed _____
 Distribution _____
 Other _____

\$ 124.00
12.00
10.00
100.00

TOTAL \$ 124.00

Press-Enterprise, Inc.
 Annie Printing
 Auctioneer's Services

\$ 10.00
10.00
10.00

TOTAL \$ 10.00

PROTHONOTARY: Liens List
 Deed Notarization
 Other _____

\$ 10.00
10.00

TOTAL \$ 10.00

REORDER OF DEEDS: Copywork
 Deed
 Other _____

\$ 10.00
10.00

TOTAL \$ 10.00

REAL ESTATE TAXES:

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

\$ _____

TOTAL \$ _____

MUNICIPAL FEES:

Sewer - Municipality 1.00, 19____
 Water - Municipality _____, 19____

\$ 1.00
1.00

TOTAL \$ 1.00

SURCHARGE FEE: (State Treasurer) 4

\$ 4.00

MISCELLANEOUS: TCB

\$ 5.00

TOTAL \$ _____

TOTAL COSTS \$ 124.00

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 11/1/87

DOCKET AND INDEX 11/1/87

SET FILE FOLDER UP 11/1/87

CHECK FOR PROPER INFO

WRIT OF EXECUTION 11/1/87

COPY OF DESCRIPTION 11/1/87

WHEREABOUTS OF LAST KNOWN ADDRESS 11/1/87

NON-MILITARY AFFIDAVIT 11/1/87

NOTICES OF SHERIFF'S SALE 11/1/87

WATCHMAN RELEASE FORM 11/1/87

AFFIDAVIT OF LIENS LIST 11/1/87

CHECK FOR \$500.00 -- 11/1/87

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

SET SALE DATE AND ADV. DATES AND POSTING DATES 11/1/87

POST ALL DATES ON CALANDER 11/1/87

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

SET DISTRIBUTION DATE 11/1/87

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

FILL IN ALL NO'S ON EXECUTION PAPERS 11/1/87

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) 11/1/87

SERVICE

TYPE CARDS FOR DEFENDANTS 11/1/87

PUT PAPERS TOGETHER FOR DEFENDANTS 11/1/87

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

PUT TOGETHER PAPERS FOR LIEN HOLDERS 11/1/87

- * NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 11/1/87

- * DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 11/1/87

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS 11/1/87

SHERIFF'S SALE OUTLINE CON'TSALE BILLS

SEND DESCRIPTION TO PRINTER _____

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. _____

SEND NOTICES TO LOCAL TAX COLLECTORS _____

NOTICES TO WATER AND SEWER AUTH. _____

SEND NOTICES TO FEDERAL AND STATE TAX AUTH _____

IF BUSINESS SEND COPY TO SBA AUTH. _____

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE _____

TAX CLAIM OFFICE _____

TAX ASSESSMENT OFFICE _____

PROTH OFFICE(post on board) _____

POST IN FRONT LOBBY _____

POST IN SHERIFF'S OFFICE _____

SEND COPY TO ATTY _____

POST PROPERTY ACCORDING TO DATE SET _____

SEND RETURN OF POSTING TO ATTY _____

DOCKET ALL COSTS _____

PREPARE COST SHEET 2 DAYS BEFORE SALE _____

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE _____

HOLD SALE _____

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE _____

PAY DISTRIBUTION ACCORDING TO DATE _____

* 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 _____

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

Delwood W. Levan, Jr. and Donna M. Ipher, now by Marriage, Donna M. Levan, his wife.

and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 30th day of December
A.D., 19 87.

Beverly J. Michael RECORDER

Assigned Phila. Natl. Bank

MORTGAGE

Acct. No. 0600 7411

THIS MORTGAGE is made this first day of December 1982, between the Mortgagor, Delwood W. Levan, Jr. and Donna M. Ipher

(herein "Borrower") and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of The United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania 18201 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of TWENTY-TWO THOUSAND THREE HUNDRED Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2013;

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 Berwick Borough State of Pennsylvania:

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

BEGINNING at a point on the easterly side of Summerhill Avenue at corner of Lot No. 3; thence along line of Lot No. 3 in an easterly direction a distance of 150 feet to a 15-foot alley; thence northerly along said alley a distance of 33 feet to corner and line of lot of Sterling E. Sult; thence along the line of land of Sterling E. Sult and parallel with the first course herein described a distance of 150 feet to Summerhill Avenue aforesaid; thence southerly along said Avenue a distance of 33 feet to the place of beginning. Being part of Lot No. 4 in Duval Dickson's second plot of lots.

BEING the same premises that Harry W. Killian and Dorothy M. Killian, his wife, by deed of even date herewith and intended to be recorded forthwith granted and conveyed unto Delwood W. Levan, Jr. and Donna M. Ipher.

which has the address of 214 Summerhill Avenue, Berwick Pennsylvania (Street) (City) (herein "Property Address"); (State and Zip Code)

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

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

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

PENNSYLVANIA 4 to 4 Family—1/77—FNMA/FHLMC UNIFORM INSTRUMENT

BOOK 312 PAGE 610

See Assignment of Mort. Phila. Natl. Bank 312, Page 1021, Vol. 12-15-82

PENNSYLVANIA HOUSING FINANCE AGENCY
Single Family Mortgage Revenue Bond Program
1982 Series B

SPECIAL TRANSFER/ASSUMPTION RIDER
TO MORTGAGE

THE BORROWER HEREBY INCORPORATES THE FOLLOWING COVENANTS into the Mortgage by way of deletion of paragraph 17 therefrom and substitution therefor of the following:

"17. Transfer of the Property; Assumption. If all of the Property or an interest therein is sold, leased, or otherwise 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, or (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, tenant by the entirety, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender may (but shall not be obligated to) waive such option to accelerate if, prior to the sale or transfer, Lender:

- (i) has received from Borrower a written notification that Borrower intends to sell the Property and a written request that Lender waive its right to accelerate upon such occurrence;
- (ii) has received a complete application for loan assumption with required affidavits from the person to whom the Property is sold;
- (iii) reaches agreement in writing with such person that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request;
- (iv) determines, based upon representations contained in such application and accompanying affidavits and upon Lender's independent verifications, that such person qualifies for a loan under eligibility criteria for the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program, 1982 Series B;
- (v) determines that all of the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, and the rules and regulations promulgated pursuant thereto have been satisfied with respect to such requested assumption; and
- (vi) accepts, by execution thereof, a written assumption agreement among itself, the Borrower and person to whom the Property is to be sold.

If Lender has waived its option to accelerate as provided above, Lender shall allow the person to whom the Property is to be sold to assume the obligations of the Note and Mortgage.

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 thirty (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. Nothing contained in this Mortgage shall be construed to impose any duty or obligation on the part of Lender to consent to any sale, lease or other transfer of the Property."

FURTHER, Borrower agrees and understands that Lender has been induced to make the loan secured by this Mortgage by Borrower's statements and representations in Borrower's loan application and affidavit made a part thereof, and in documents, affidavits and statements signed by Borrower at Closing. Borrower hereby covenants and warrants that such statements and representations were true, correct and complete as of the date of the application and are true, correct and complete as of the date of this Mortgage. Borrower further agrees that in the event any such statement or representation is untrue, incorrect or incomplete (whether willful, inadvertent or otherwise) as of the date of such application, or as of the date of this Mortgage, the Borrower shall be in breach of this Mortgage and Lender shall have the right to exercise its remedies under this Mortgage and shall, in addition, have the right to increase the interest rate on the outstanding principal balance (and to make appropriate increases in the monthly payment of principal and interest) to the then prevailing market interest rate as determined by Lender.

FURTHER, the following provision is hereby incorporated into the Mortgage:

"Lender shall pay or, at its option, credit to the Mortgagor such amounts, if any, as Lender shall in its sole discretion determine to be required by Section 103A of the Internal Revenue Code of 1954, as amended, and the rules and regulations promulgated pursuant thereto in such manner and at such time as the Lender shall elect in accordance therewith. The Lender is under no obligation to maximize or earn any amount which must be so paid or credited to the Borrower."

FURTHER, Borrower covenants and agrees that if the Lender or any successor in interest as to this indebtedness at some future date transfers or assigns the debt or any part of the debt heretofore described to a third party, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other federally chartered corporation, so that the debt is no longer financed with proceeds of the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program, 1982 Series B, at the sole option of the Lender or such other successor, this Rider shall terminate and have no further force or effect, and paragraph 17 of this Mortgage as it appears herein before its deletion by this Rider shall thereupon become operative and of full force and effect.

and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the

loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure

by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Delwood W. Levan, Jr. (SEAL)
Borrower
Donna M. Ipher (SEAL)
Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 1st day of December, 1982, before me,

the undersigned officer, personally appeared Delwood W. Levan, Jr.
and Donna M. Ipher

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.

David C. [Signature]
Bloomfield, Columbia County, Pa.
Notary Public

I Hereby Certify, that the precise residence of the First Federal Savings and Loan Association of Hazleton, Mortgagee, is 12 East Broad Street, Hazleton, Luzerne County, Pa.

Commonwealth of Pennsylvania
County of Columbia 4:05 p.m. } ss:

RECORDED on this 1st day of December, A.D. 1982, in the Recorder's Office of the said county, in Mortgage Book Vol. 312, Page 615

Given under my hand and the seal of the said office, the day and year aforesaid.
Beverly J. [Signature]
Recorder

REC'D BY RECORDER
COLUMBIA CO. PA.

TAX \$50.00
FEE \$7.00

Dec 1 4 05 PM '82

Nice

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 December 15, December 22, December 29....., 1987, 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 4th day of Jan 1988

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

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

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

.....

TAX NOTICE

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER
R-120 E 3RD ST MIDTOWN PLAZA
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
A LEVAN DELWOOD W JR & IPHER
L DONNA M
T 214 SUMMERHILL AVE
O BERWICK, PA 18603

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

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	NO. PENALTY
COUNTY R.E. TWP/BORO R.E. LIGHTS	1900	23.00 30.00 5.00	42.83 55.86 9.31	108.00	43.70 57.00 9.50	APR 30 JUN 30 JULY 1	48.07 59.85 9.98

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE.

PAY THIS AMOUNT

108.00
APR 30
IF PAID ON OR BEFORE

110.20
JUN 30
IF PAID ON OR BEFORE

117.90
JULY 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%

ACCT NO. 13249
PARCEL 04.1-2-137
214 SUMMERHILL AVENUE & GINGER
L-33X150
BUILDINGS 170
1,730

TOTAL 1,900

W 174

TAX NOTICE

BERWICK BOROUGH

MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER
R-120 E 3RD ST MIDTOWN PLAZA
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,
TUE, THUR & FRI 9 TO 5
FRI 9 TO 7 DURING DISCOUNT
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
A LEVAN DELWOOD W JR & IPHER
L DONNA M
T 214 SUMMERHILL AVE
O BERWICK, PA 18603

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

FOR BERWICK AREA SCHOOL DISTRICT

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	BILL NO.
SCHOOL R.E.	1900	13.00	210.41	214.70	225.44	07/01/87	02673

108.00

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE.

PAY THIS AMOUNT

210.41
OCT 31
IF PAID ON OR BEFORE

214.70
OCT 31
IF PAID ON OR BEFORE

225.44
NOV 1
IF PAID AFTER

PENALTY AT PROPERTY DESCRIPTION
SCHOOL 5%

ACCT NO. 13249
PARCEL 04.1-2-137
214 SUMMERHILL AVE PT LOT 4
L-33X150
BUILDINGS 170
1,730

TOTAL 1,900

7/19/87

These taxes are paid for 1987 Replete
Thank you
Connie C. Genger



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

November 25, 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: Donna & Delwood M. Levan, Jr.

Dear Sheriff Adler:

The records of this office do not indicate any
claim has been referred here against Delwood or Donna M. Levan.

Very truly yours,

A handwritten signature in black ink, appearing to read "Thomas C. Zerbe, Jr.", written over the typed name.

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

November 13, 1987

PHILADELPHIA NATIONAL BANK TRUSTEE FOR PENNA. HOUSING FINANCE AGENCY VS. DELWOOD
A. LEVAN JR. AND DONNA M. IPHER, now by marriage DONNA M. LEVAN

No. 1078 of 1987 J.D.
No. 65 of 1987 E.D.

Thomas Kennedy
6th Floor
First Valley Bldg.
Hazleton, PA 168201

Dear Mr. Kennedy:

Please find enclosed certified service returns on the above named sheriff
sale. The sheriff sale is scheduled for January 7, 1988 at 10:30 A.M. in the
sheriff's office.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl. (2)

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. 65 of 1987

WRIT OF EXECUTION

SERVICE ON Delwood W. Levan

ON November 12, 1987 AT 11:07 A.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, by handing to John Levan, brother at 1156 Chestnut Street,
Berwick, Pa 18603 by Louise Frantz

Deputy Sheriff

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

So Answers:

Louise Frantz
Deputy Sheriff

Louise Frantz

For:

John R. Adler

John R. Adler, Sheriff

Sworn and subscribed before me
this 20 day of Nov 1987

Tami S. Kline, Prothonotary
Columbia County, Pennsylvania

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 65 of 1987

WRIT OF EXECUTION

SERVICE ON Donna Ipher Levan

ON November 12, 1987 AT 5:15 P.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, by handing to Rose Ipher, Mother at 235 13th Street,
Berwick, PA 18603 by Louise Frantz, Deputy

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

So Answers:

Louise Frantz 136
Deputy Sheriff
Louise Frantz

For:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me
this 12th day of Nov. 1987

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

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

December 4, 1987

PHILADELPHIA NATIONAL BANK TRUSTEE FOR PENNA. HOUSING FINANCE AGENCY VS. DELWOOD A.
LEVAN, JR. AND DONNA M. IPHER, NOW BY MARRIAGE DONNA M. LEVAN

No. 1078 of 1987 J.D.
No. 65 of 1987 E.D.

Thomas Kennedy
6th Floor
First Valley Bldg.
Hazleton, PA 18201

Dear Mr. Kennedy:

Please find enclosed a certified return of posting for the above named sheriff sale. Also enclosed is a copy of the sale bill listing the date and time of the sale.

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

Sincerely,

SUSAN S. BEAVER
Deputy Sheriff

SSB

Encl. (2)

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. 65 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

November 25, 1987 at 11:35 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Delwood A. Levan, Jr. & Donna M. Ipher, now by marriage
Donna M. Levan
214 Summerhill Ave., Berwick, PA 18603
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz

SO ANSWERS:

Louise Frantz, sb
Deputy Sheriff

Louise Frantz

FOR:

John R. Adler

John R. Adler, Sheriff

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

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

Law Offices Of
LAPUTKA, BAYLESS, ECKER & COHN, P.C.
SIXTH FLOOR
FIRST VALLEY BUILDING
HAZLETON, PENNSYLVANIA 18201

EXPLANATION
P.N.B. v. Levan
65 E.D. 1987

60-233
313

19379

PAY *Five Hundred and 20/100*

DOLLARS

DATE	TO THE ORDER OF
11/5/87	Sheriff of Columbia County

CHECK AMOUNT
500 -

PEOPLES FIRST NATIONAL BANK & TRUST CO.
HAZLETON, PENNSYLVANIA 18201

LAPUTKA, BAYLESS, ECKER & COHN, P.C.

Thomas Kennedy

⑈019374⑈ ⑆031302337⑆ 00 11481 2⑈

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: November 9, 1987

RE: Sheriff's Sale Advertising Dates
Phila. Nat'l Bank Trustee for
Pa. Housing Finance Agency vs Delwood A. Levan, Jr. and Donna M. Levan
No. 65 of 1987 ED No. 1078 of 1987 JD

Dear Sir:

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

1st week December 15, 1987

2nd week December 22, 1987

3rd week December 29, 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. 17816

PHONE
717-754-1891

Date: November 9, 1987

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

RE: Phila. Nat'l Bank Trustee for vs. Delwood A. Levan, Jr. & Donna M. Levan
Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 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,

A handwritten signature in dark ink, appearing to read "John R. Adler".

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: November 9, 1987

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

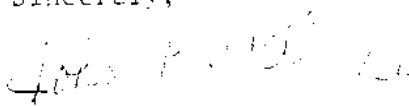
RE: Phila. Nat'l Bank trustee for vs Delwood A. Levan, Jr. and Donna M. Levan
Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 of 1987 JD

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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. 17815

PHONE
717-784-1991

Date: November 9, 1987

To: Internal Revenue Service

P.O. Box 12050

Phila., PA 19106

ATTN: SPECIAL PROCEDURES FUNCTION

RE: Phila., Nat'l Bank Trustee vs Delwood A. Levan, Jr. & Donna M. Levan
for Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 of 1987 JD

Dear Sir:

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

Sincerely,

A handwritten signature in cursive script that reads "John R. Adler".

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-764-1991

Date: November 9, 1987

To: Commonwealth of Penna.

Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055

Harrisburg, PA 17105

RE: Phila. Nat'l Bank Trustee for vs Delwood A. & Donna M. Levan Jr.
Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 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,

A handwritten signature in cursive script, appearing to read "John R. Adler".

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-764-1891

Date: November 9, 1987

To: Thomas C. Zerbe, Jr.

Deputy Attorney General
Collections Unit
4th & Walnut Sts.

Harrisburg, PA 17120

RE: Phila. Nat'l Bank Trustee vs Delwood A. & Donna M. Levan, Jr.
for Penna. Housing Finance Co.

No. 65 of 1987 ED No. 1078 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,

A handwritten signature in cursive script, appearing to read "John R. Adler".

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-754-1091

Date: November 9, 1987

To: Connie K. Gingher
R. 120 E. Third Street
Berwick, PA 18603

RE: Phila. Nat'l Bank Trustee for vs Delwood A. Levan, Jr. and Donna M. Levan
Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 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

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: November 9, 1987

To: Chris Klinger

Boro of Berwick

344 Market Street

Berwick, PA 18603

RE: Phila. Nat'l Bank Trustee for: Delwood A. Levan, Jr. and Donna M. Levan
Pa. Housing Finance Agency
No. 65 of 1987 ED No. 1078 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
John R. Adler
SHERIFF

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure
and In Assumpsit

E.D. 65-1987

NO. 1078 OF 1987

WRIT OF EXECUTION NOTICE

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

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a Petition with the Court to open or strike the judgment against you or 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 for Mortgage Foreclosure 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 the 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 with the Court to strike the judgment.*

*See next page.

In addition, you may have the right to petition to set aside the sale for; (1) grossly inadequate price; (2) lack of competitive bidding by agreement; 3) irregularities in sale; or (4) fraud. 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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Susquehanna Legal Services
36 West Main Street
Bloomsburg, PA 17815

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure
and In Assumpsit

NO. 1078 OF 1987

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

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See attached description.

Amount Due to 9/14/87	\$ 23,298.93	
Attorney's Fee	\$ 2,329.90	
Interest from 9/14/87 to 2/1/88	\$ 1,364.58	
TOTAL	\$ 26,993.41	Plus costs

as endorsed.

Lami B. Kline
Prothonotary, Court of
Common Pleas of Columbia
County, Pennsylvania

Dated November 5, 1987

(SEAL)

BY: _____
Deputy

DELWOOD W. LEVAN, JR. and DONNA M. IPHER, now by marriage DONNA M. LEVAN, his wife

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Summerhill Avenue at corner of Lot No. 3; thence along line of Lot No. 3 in an easterly direction a distance of 150 feet to a 15 foot alley; thence northerly along said alley a distance of 33 feet to corner and line of lot now or late of Sterling E. Sult; thence along the line of land now or formerly of Sterling E. Sult and parallel with the first course herein described a distance of 150 feet to Summerhill Avenue aforesaid; thence southerly along said Avenue a distance of 33 feet to the place of BEGINNING. Being part of Lot No. 4 in Duval Dickson's second plot of lots.

IMPROVED with a residence known as 214 Summerhill Avenue, Berwick, Pennsylvania, 18603.

DELWOOD W. LEVAN, JR. and DONNA M. IPHER, now by marriage DONNA M. LEVAN, his wife

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Summerhill Avenue at corner of Lot No. 3; thence along line of Lot No. 3 in an easterly direction a distance of 150 feet to a 15 foot alley; thence northerly along said alley a distance of 33 feet to corner and line of lot now or late of Sterling E. Sult; thence along the line of land now or formerly of Sterling E. Sult and parallel with the first course herein described a distance of 150 feet to Summerhill Avenue aforesaid; thence southerly along said Avenue a distance of 33 feet to the place of BEGINNING. Being part of Lot No. 4 in Duval Dickson's second plot of lots.

IMPROVED with a residence known as 214 Summerhill Avenue, Berwick, Pennsylvania, 18603.

By virtue of a Writ of Execution No. 65 of 1987, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on January 7, 1988, at 10:30 o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Summerhill Avenue at corner of Lot No. 3; thence along line of Lot No. 3 in an easterly direction a distance of 150 feet to a 15 foot alley; thence northerly along said alley a distance of 33 feet to corner and line of lot now or late of Sterling E. Sult; thence along the line of land now or formerly of Sterling E. Sult and parallel with the first course herein described a distance of 150 feet to Summerhill Avenue aforesaid; thence southerly along said Avenue a distance of 33 feet to the place of BEGINNING. Being part of Lot No. 4 in Duval Dickson's second plot of lots.

IMPROVED with a residence known as 214 Summerhill Avenue, Berwick, Pennsylvania, 18603.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken in execution at the suit of PHILADELPHIA NATIONAL BANK, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY vs. DELWOOD W. LEVAN, JR. and DOINNA M. IPHER, now by marriage DONNA M. LEVAN, his wife, and will be sold by

Sheriff of Columbia County

Thomas L. Kennedy, Esquire
LAPUTKA, BAYLESS, ECKER & COHN, P.C.
Sixth Floor-First Valley Bldg.
Hazleton, PA 18201

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure
and In Assumpsit

E.O. 65-1987

NO. 1078 OF 1987

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 65 of 1987, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on January 7, 1988, at 10:30 o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in the Borough of Berwick, formerly Briar Creek Township, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the easterly side of Summerhill Avenue at corner of Lot No. 3; thence along line of Lot No. 3 in an easterly direction a distance of 150 feet to a 15 foot alley; thence northerly along said alley a distance of 33 feet to corner and line of lot now or late of Sterling E. Sult; thence along the line of land now or formerly of Sterling E. Sult and parallel with the first course herein described a distance of 150 feet to Summerhill Avenue aforesaid; thence southerly along said Avenue a distance of 33 feet to the place of BEGINNING. Being part of Lot No. 4 in Duval Dickson's second plot of lots.

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Seized and taken in execution at the suit of PHILADELPHIA
NATIONAL BANK, TRUSTEE FOR PENNSYLVANIA HOUSING FINANCE AGENCY vs.
DELWOOD W. LEVAN, JR. and DONNA M. LEVAN, now by marriage DONNA M.
LEVAN, his wife, and will be sold by

Sheriff of Columbia County

Thomas L. Kennedy, Esquire
LAPUTKA, BAYLESS, ECKER & COHN, P.C.
Sixth Floor-First Valley Bldg.
Hazleton, PA 18201

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS
:
: COLUMBIA COUNTY

: CIVIL ACTION- LAW

: Mortgage Foreclosure
: and In Assumpsit

: NO. 1078 OF 1987
: 65 ED 1987

AFFIDAVIT PURSUANT TO RULE 3129

THOMAS L. KENNEDY, ESQUIRE, attorney for Plaintiff in the
above action, sets forth as of the date of the Praecipe for the Writ
of Execution was filed, the following information concerning the real
property located at:

214 Summerhill Avenue, Berwick, PA 18603

See attached description

1. Name and address of Owner(s) or Reputed Owner(s):

Name:

Address:

DELWOOD W. LEVAN, JR.

1156 Chestnut Street
Berwick, PA 18603

DONNA M. IPHER, now by
marriage, DONNA M. LEVAN

221 East Sixth Street
Berwick, PA 18603

2. Name and address of Defendant(s) in judgment:

Name:

Address:

DELWOOD W. LEVAN, JR.

1156 Chestnut Street
Berwick, PA 18603

DONNA M. IPHER, Now by
marriage, DONNA M. LEVAN

221 East Sixth Street
Berwick, PA 18603

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

Name:

Address:

None

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

Name:

Address:

None

5. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

Name:

Address:

none

6. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

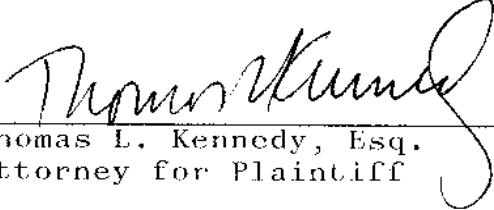
Name:

Address:

none

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Sec. 4904 relating to unsworn falsification to authorities.

DATE: November 5, 1987



Thomas L. Kennedy, Esq.
Attorney for Plaintiff

DELWOOD W. LEVAN, JR. and DONNA M. IPHER, now by marriage DONNA M. LEVAN, his wife

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IMPROVED with a residence known as 214 Summerhill Avenue, Berwick, Pennsylvania, 18603.

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

: IN THE COURT OF COMMON PLEAS

: COLUMBIA COUNTY

: CIVIL ACTION- LAW

: Mortgage Foreclosure
: and In Assumpsit

: E.D. 65-1987

: NO. 1078 OF 1987

WRIT

TO: SHERIFF OF COLUMBIA COUNTY

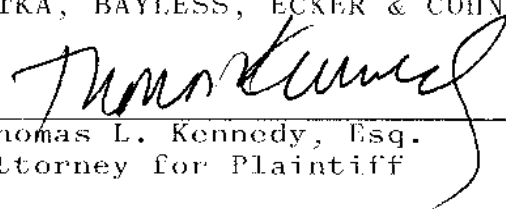
You are hereby directed to seize, levy, advertise and sell
all the real property of the above named Defendants on the premises
located at 214 Summerhill Avenue, Berwick, Pennsylvania, 18603

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

LAPUTKA, BAYLESS, ECKER & COHN, P.C.

DATED: November 5, 1987

BY:


Thomas L. Kennedy, Esq.
Attorney for Plaintiff

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure
and In Assumpsit

E.D. 65-1987

NO. 1078 OF 1987

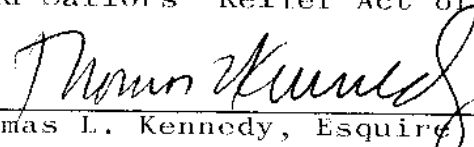
AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA :

: ss

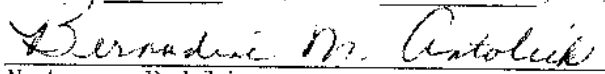
COUNTY OF LUZERNE :

THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law, does depose and say that he did, upon the request of Philadelphia National Bank, Trustee for Pennsylvania Housing Finance Agency investigate the status of DELWOOD W. LEVAN, JR. and DONNA M. IPHER, Now by marriage DONNA M. LEVAN, his wife, with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally. And your affiant avers that DELWOOD W. LEVAN, JR. and DONNA M. IPHER, now by marriage DONNA M. LEVAN, his wife, are not now, nor were they within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.


Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 5th day of November, 1987.


Notary Public

BERNADINE M. ANTOLICK
Notary Public
My Comm. Expires 12/31/1990

PHILADELPHIA NATIONAL BANK,
TRUSTEE FOR PENNSYLVANIA
HOUSING FINANCE AGENCY,

Plaintiff

vs.

DELWOOD W. LEVAN, JR. and DONNA
M. IPHER, now by marriage DONNA
M. LEVAN, his wife,

Defendants

IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure
and In Assumpsit

EO. 65-1987

NO. 1078 OF 1987

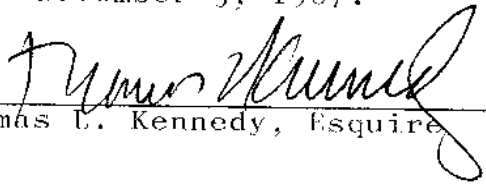
AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

COMMONWEALTH OF PENNSYLVANIA :

: ss

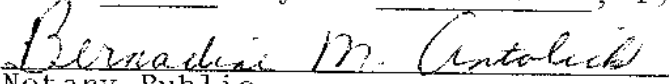
COUNTY OF LUZERNE :

THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law, deposes and says that on November 5, 1987, he did mail on behalf of Plaintiff, Philadelphia National Bank, Trustee for Pennsylvania Housing Finance Agency, to DELWOOD W. LEVAN, JR. at 1156 Chestnut Street, Berwick, Pa., 18603 and DONNA M. IPHER now by marriage DONNA M. LEVAN at 221 East Sixth Street, Berwick, Pa., 18603 the last known addresses of the Defendants, written Notice of the Entry of Judgment filed in the above captioned matter on November 5, 1987.


Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 5th day of November, 1987.


Notary Public

My Comm. Exp. 12/31/92
My Comm. No. 1234567

LIST OF LIENS

VERSUS

Delwood W. Levan, Jr. & Donna M. Ipher Levan, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

Philadelphia National Bank
Trustee for PA Housing Finance

versus

Delwood W. Levan, Jr. and

Donna M., his wife

No. 1078 of Term, 1987...
Real Debt ||\$ 26,993.41...
Interest from 8/18/87 ||...
Commission ||...
Costs ||...
Judgment entered ...
Date of Lien November 5, 1987...
Nature of Lien Mortgage Foreclosure...

ITT Financial Services

versus

Delwood Levan

No. 82 of Term, 1986...
Real Debt ||\$ 4,384.00...
Interest from ||...
Commission ||...
Costs ||...
Judgment entered ...
Date of Lien February 25, 1986...
Nature of Lien Default Judgment...

versus

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

versus

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

versus

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