

DOMESTIC RETURN REC

8 Addressee's Address (ONLY if requested and fee) *6/25/87*

7 Date of Delivery *6/25/87*

6 Signature - Agent *M. D. Denny*

5 Signature - Addressee

DATE DELIVERED

4 Article Number *6194E58*

3 Type of Service ☒ Registered ☐ Insured ☐ COD ☐ Express Mail

2 Article Addressed to *Arturo R. Rivas*

1 Sender to whom delivered, date, and addressee's address

DOMESTIC RETURN RECEIPT

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

7 Date of Delivery

6 Signature - Agent

5 Signature - Addressee

DATE DELIVERED

4 Article Number

3 Type of Service

2 Article Addressed to

1 Sender to whom delivered, date, and addressee's address

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

Put your address in "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: *Arturo R. Rivas*

4 Article Number: *6194E58*

5 Signature - Addressee

6 Signature - Agent

DOMESTIC RETURN RECEIPT

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

7 Date of Delivery

6 Signature - Agent

5 Signature - Addressee

DATE DELIVERED

4 Article Number

3 Type of Service

2 Article Addressed to

1 Sender to whom delivered, date, and addressee's address

DOMESTIC RETURN RECEIPT

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

7 Date of Delivery

6 Signature - Agent

5 Signature - Addressee

DATE DELIVERED

4 Article Number

3 Type of Service

2 Article Addressed to

1 Sender to whom delivered, date, and addressee's address

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 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 service(s) requested.

1. ☐ Show to whom, date and address of delivery.
 2. ☐ Restricted Delivery. 34

3. Article Addressed to:

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

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P537 619 702

Always obtain signature of addressee or agent and
 DATE DELIVERED.

5. Signature - Addressee

X Dennis Albertson

6. Signature - Agent

X

7. Date of Delivery

JUN 25 1987
 8. Addressee's Address (ONLY if requested and fee paid)



DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 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 service(s) requested.

1. ☐ Show to whom, date and address of delivery.
 2. ☐ Restricted Delivery. 34

3. Article Addressed to:

Bloomsburg Municipal Hoth
 c/o Charles B. Forsell, Esq.
 Derr, Forsell & Luschas
 238 Market St., P.O. Box 539
 Bloomsburg, Pa 17815

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P537 619 698

Always obtain signature of addressee or agent and
 DATE DELIVERED.

5. Signature - Addressee

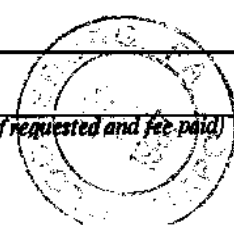
X D. Jones Sent

6. Signature - Agent

X

7. Date of Delivery

JUN 25 1987
 8. Addressee's Address (ONLY if requested and fee paid)



DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 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 service(s) requested.

1. ☐ Show to whom, date and address of delivery.
 2. ☐ Restricted Delivery. 34

3. Article Addressed to:

Thomas C. Zerbe, Jr.
 Deputy Atty. General
 Collections Unit
 4th Walnut St.
 Harrisburg, Pa 17120

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P537 619 700

Always obtain signature of addressee or agent and
 DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X Russell W. Muller

7. Date of Delivery

JUN 25 1987
 8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 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 service(s) requested.

1. ☐ Show to whom, date and address of delivery.
 2. ☐ Restricted Delivery. 34

3. Article Addressed to:

Bloomsburg Water Co.
 235 Market St.
 Bloomsburg, Pa 17815

4. Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail

Article Number

P537 619 697

Always obtain signature of addressee or agent and
 DATE DELIVERED.

5. Signature - Addressee

X

6. Signature - Agent

X Anita R. Eckhart

7. Date of Delivery

JUN 25 1987
 8. Addressee's Address (ONLY if requested and fee paid)

DOMESTIC RETURN RECEIPT

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 service(s) requested.

2. ☐ Restricted Delivery

3 Article Addressed to: Columbia County
NY CLS in Bldg and Columbia County
Court House
Blenheim, PA 17815

<input type="checkbox"/> NEWSPAPER SOURCE <input type="checkbox"/> TELEPHONE <input type="checkbox"/> MAGAZINE <input type="checkbox"/> OTHER SOURCE		<input type="checkbox"/> ASSURED <input type="checkbox"/> COD <input type="checkbox"/> OTHER	
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SECRET

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CONFIDENTIAL

10-10-68

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1. *Chlorophyll *a** and *Chlorophyll *b** were determined by the method of Arar and Collins (1971) using a Shimadzu 1010 spectrophotometer. The concentration of chlorophylls was expressed in $\mu\text{g mL}^{-1}$ of the sample.

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THE UNIVERSITY OF CHICAGO PRESS

[illegible]

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100-443887-100

1982

Abstract

100

SENDER: Complete Item #102 and mail to: **SENDER:** Complete Item #102 and mail to:

[illegible]

3. Article Addressed to:

Small Business

20 November 1964

[illegible]

Adrian Jones

B. Signature – Addressee

X **Signature -- Agent**

10/26/14

7. Date of Delivery

Form 3811, Rev. 1986

DOUGLAS CUMMINS

DOMESTIC REVENUE

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Journal of

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OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

September 15, 1987

Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre vs. Harry N. Wert,
widower

No. 73 of 1987 J.D.
No. 34 of 1987 E.D.


H. James Hock
Tax Collector
2626 Old Berwick Road
Bloomsburg, PA 17815

Dear Mr. Hock:

Enclosed is a check in the amount of \$123.78 for the taxes due on the
above named sheriff sale that was held in our office on September 3, 1987.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

September 15, 1987

Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre vs. Harry N. Wert,
widower

No. 73 of 1987 J.D.
No. 34 of 1987 E.D.

Cleveland C. Hummel
29 East Main Street
Bloomsburg, PA 17815

Dear Mr. Hummel;

Enclosed, please find a check in the amount of \$45.00 for the above named
sheriff sale.

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

Sincerely,

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

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

September 15, 1987

Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre vs. Harry N. Wert,
widower

No. 73 of 1987 J.D.
No. 34 of 1987 E.D.

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

Dear Sir:

Enclosed please find a check in the amount of \$347.06 for the advertising
costs due for the above named sheriff sale.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

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: Area Code (717) 784-1991
Street Address P.O. Box 380 City Bloomsburg State PA Zip Code 17815

B TRANSFER DATA

Grantor(s)/Lessor(s) Harry N. Wert, widower Date of Acceptance of Document 9/15/87
Grantee(s)/Lessee(s) Franklin First Federal Savings & Loan Assoc. of WB
Street Address 44 W. Market Street
City Wilkes-Barre State PA Zip Code 18773

C PROPERTY LOCATION

Street Address 2439 Second Street City, Township, Borough Bloomsburg, Scott Twp.
County Columbia School District Central 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 195, Page Number 279.
- ☐ 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 John R. Adler by Sue Beavers Rep. Date 9-15-87
(SEE REVERSE)

SHERIFF'S SALE

Distribution Sheet

Franklin First Federal Savings and Loan
Association of Wilkes-Barre

VS. Harry N. Wert, Widower

NO. 73 of 1987 JD

NO. 34 of 1987 ED

DATE OF SALE: September 3, 1987

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) September 3, 1987 and (time) 10:00 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 Franklin First Federal Savings & Loan Association of Wilkes-Barre for the price or sum of One thousand four hundred nineteen dollars and 79/100-----Dollars. Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre 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 | \$ 1391.95 | |
| Poundage | 27.84 | |
| Transfer Taxes | | |
| Total Needed to Purchase | | \$ 1419.79 |
| Amount Paid Down | | 500.00 |
| Balance Needed to Purchase | | 919.79 pd. 9/3/87 |

EXPENSES:


| | | |
|--|-----------|-----------|
| Columbia County Sheriff - Costs | \$ 171.90 | |
| Poundage | 27.84 | \$ 199.74 |
| Newspaper | | 347.06 |
| Printing | | 41.80 |
| Solicitor | | 45.00 |
| Columbia County Prothonotary | | 5.00 |
| Columbia County Recorder of Deeds - Deed copy work | | 19.00 |
| Realty transfer taxes | | |
| State stamps | | |
| Tax Collector (Tax Claim Bureau, H. James Hock) | | 732.19 |
| Columbia County Tax Assessment Office | | |
| State Treasurer | | 20.00 |
| Other: TAX CLAIM BUREAU | | 10.00 |
| | | |
| | | |

TOTAL EXPENSES: \$ 1419.79

| | |
|----------------------------|------------|
| Total Needed to Purchase | \$ 1419.79 |
| Less Expenses | 1419.79 |
| Net to First Lien Holder | |
| Plus Deposit | |
| Total to First Lien Holder | \$ |

Sheriff's Office, Bloomsburg, Pa. }

So answers


John R. Adler, Col. Co. Sheriff

Sheriff



Franklin First Federal
Savings and Loan Association
44 W. Market St., Wilkes-Barre, PA 18773
Escrow Account



501005 23 98-307362150

Date: September 3, 1987 Amount: \$919.79

PAY Nine Hundred Nintean and 79/100 Dollars

TO THE
ORDER
OF

Sheriff of Columbia County

DRAWER FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

TO CITIBANK (NEW YORK STATE) ROCHESTER, NY.

⑆022310422⑆ 8⑈409688 307362150

AUTHORIZED SIGNATURE

[Signature]

COMMONWEALTH OF PENNSYLVANIA

:

:SS:

COUNTY OF LUZERNE

:

AFFIDAVIT

On the 31st, day of August, 1987, before me, the subscriber, a Notary Public, for the State of Pennsylvania, duly commissioned, personally appeared HARRY N. WERT, who being duly sworn according to law, deposes and says:

(1) That Harry N. Wert and Dale A. Wert, his wife, now deceased, were the owners in fee of improved real estate situate at and known as 2439 Second Street, Bloomsburg, Columbia County, Pennsylvania (hereinafter the "Premises").

(2) That the Premises is currently subject to a Mortgage in favor of Franklin First Federal Savings and Loan Association of Wilkes-Barre (the "Mortgagee") and filed to Columbia County Mortgage Book 195 at Page 279 et seq.

(3) That a default has occurred on the Mortgage and that monthly installments contracted to be paid have not been paid for a total of over twenty-six months as of July 31, 1987.

(4) That the Mortgagee has filed a Mortgage Foreclosure action in Columbia County to Docket No. 73 of 1987.

(5) That the Mortgagee has obtained a special service order with regard to service of the Complaint and any other pleading, notices, writs or any other documents related to the Mortgage Foreclosure action as required by the Pennsylvania rules of Civil Procedure.

(6) That the Order of Court, dated March 20, 1987 provides for service upon Harry N. Wert by posting and mailing, due to the fact that, after a diligent search, his whereabouts were unknown.

(7) That service of all pleadings, notices, writs or other documents related to this action have been properly served and that the subscriber hereby willingly and voluntarily waives any potential defects that may exist with regard to service of any pleadings, notices, writs, or other documents related to this action.


HARRY N. WERT

Sworn to and subscribed
before me this 31st day of
August, 1987



NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
MY COMMISSION EXPIRES JANUARY 31, 1989

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AFFIDAVIT

On the 31st, day of August, 1987, before me, the subscriber, a Notary Public, for the State of Pennsylvania, duly commissioned, personally appeared HARRY N. WERT, who being duly sworn according to law, deposes and says:

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Harry N. Wert
HARRY N. WERT

Sworn to and subscribed
before me this 31st day of
August, 1987

Virginia G. Grace

NOTARY PUBLIC
WILKES-BARRE, LUZERN COUNTY, PA.
F. J. COMMISSIONER JANUARY 21, 1989

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22

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LUZERNE

:
:SS:
:

AFFIDAVIT

On the 31st, day of August, 1987, before me, the subscriber, a Notary Public, for the State of Pennsylvania, duly commissioned, personally appeared HARRY N. WERT, who being duly sworn according to law, deposes and says:

(1) That Harry N. Wert and Dale A. Wert, his wife, now deceased, were the owners in fee of improved real estate situate at and known as 2439 Second Street, Bloomsburg, Columbia County, Pennsylvania (hereinafter the "Premises").

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(4) That the Mortgagee has filed a Mortgage Foreclosure action in Columbia County to Docket No. 73 of 1987.

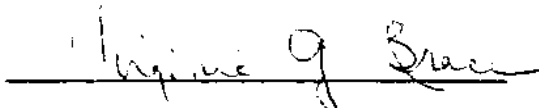
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(7) That service of all pleadings, notices, writs or other documents related to this action have been properly served and that the subscriber hereby willingly and voluntarily waives any potential defects that may exist with regard to service of any pleadings, notices, writs, or other documents related to this action.


HARRY N. WERT

Sworn to and subscribed
before me this 31st day of
August, 1987



NOTARY PUBLIC
WILKES-BARRE, LUZERNE COUNTY, PA.
My Commission Expires: February 15, 1988

SHERIFF'S SALE - COST SHEET

Franklin First Federal Savings & Loan Assoc. VS. Harry N. Wert, Widower
of Wilkes-Barre
NO. 34 of 1987 E.D.

DATE OF SALE: September 3, 1987

SHERIFF'S COST OF SALE:

| | |
|--------------------------------------|----------|
| Docket & Levy | \$ 21.00 |
| Service | 63.00 |
| Mailing | 23.90 |
| Advertising, Sale Bills & Newspapers | 18.00 |
| Posting Handbills | 7.00 |
| Mileage | 10.00 |
| Crying/Adjourn of Sale | 7.00 |
| Sheriff's Deed | 10.00 |
| Distribution | 9.00 |
| Other Copy posting return | 3.00 |

TOTAL \$ 171.90

| | |
|------------------------|-----------|
| Press-Enterprise, Inc. | \$ 347.06 |
| Henrie Printing | 41.80 |
| Solicitor's Services | 45.00 |

TOTAL \$ 433.86

| | |
|--------------------------|------|
| PROTHONOTARY: Liens List | \$ |
| Deed Notarization | 5.00 |
| Other | |

TOTAL \$ 5.00

| | |
|-----------------------------|-------|
| RECORDER OF DEEDS: Copywork | \$ |
| Deed | 14.00 |
| Other | 5.00 |

TOTAL \$ 19.00

REAL ESTATE TAXES:

| | |
|--|-----------|
| Borough/Twp. & County Taxes, 1987 | \$ 123.78 |
| School Taxes, District | |
| Delinquent Taxes, 1986, 19, 19 (Total Amts.) | 608.41 |

TOTAL \$ 732.19

MUNICIPAL RENTS:

| | | |
|----------------------|----|----|
| Sewer - Municipality | 19 | \$ |
| Water - Municipality | 19 | |

TOTAL \$

SURCHARGE FEE: (State Treasurer)

\$ 20.00

MISCELLANEOUS: TAX CLAIM BUREAU

\$ 10.00

TOTAL \$ 10.00

TOTAL COSTS \$ 1,391.95

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

Franklin First Federal Savings & Loan
Association of Wilkes-Barre

VS Harry N. Wert, Widower

NO. 34 of 1987

E.D.

NO. 73 of 1987

J.D.

DATE OF SALE: September 3, 1987

BID PRICE (INCLUDES COSTS)

\$ 1391.95

POUNDAGE 2% BID PRICE

\$ 27.84

TRANSFER TAX 2% BID PRICE

\$ —

MISC. COSTS

\$ —

TOTAL NEEDED TO PURCHASE

\$ 1419.79

PURCHASER(S) : Franklin First Federal Savings and Loan Assoc.

ADDRESS : 44 W. Market St, Wilkes-Barre, Pa 18713

NAME(S) ON DEED:

PURCHASER(S) SIGNATURE(S) :

Eugene D. Harnisch, JR.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE

\$ 1419.79

LESS DEPOSIT

\$ 500.00

DOWN PAYMENT

\$ —

AMOUNT DUE IN

EIGHT DAYS

\$ 919.79

SHERIFF'S SALE - COST SHEET

Franklin First Federal Savings & Loan Assoc. VS. Harry N. Wert, Widower
of Wilkes-Barre

34 of 1987 E.D.

DATE OF SALE: September 3, 1987

SHERIFF'S COST OF SALE:

| | |
|--------------------------------------|-----------|
| Docket & Levy | \$ 21.00 |
| Service | 63.00 |
| Mailing | 23.90 |
| Advertising, Sale Bills & Newspapers | 18.00 |
| Posting Handbills | 7.00 |
| Mileage | 10.00 |
| Crying/Adjourn of Sale | 7.00 |
| Sheriff's Deed | 10.00 |
| Distribution | 9.00 |
| Other Copy posting return | 3.00 |
| TOTAL | \$ 171.90 |

| | |
|------------------------|-----------|
| Press-Enterprise, Inc. | \$ 347.06 |
| Henrie Printing | 41.80 |
| Solicitor's Services | 45.00 |
| TOTAL | \$ 433.86 |

| | |
|--------------------------|---------|
| PROTHONOTARY: Liens List | \$ |
| Deed Notarization | 5.00 |
| Other | |
| TOTAL | \$ 5.00 |

| | |
|-----------------------------|----------|
| RECORDER OF DEEDS: Copywork | \$ |
| Deed | 14.00 |
| Other | 5.00 |
| TOTAL | \$ 19.00 |

REAL ESTATE TAXES:

| | |
|--|-----------|
| Borough/Twp. & County Taxes, 1987 | \$ 123.78 |
| School Taxes, District | |
| Delinquent Taxes, 1986, 19, 19 (Total Amts.) | 608.41 |
| TOTAL | \$ 732.19 |

MUNICIPAL RENTS:

| | |
|----------------------|----------|
| Sewer - Municipality | \$ |
| Water - Municipality | |
| TOTAL | \$ 20.00 |

SURCHARGE FEE: (State Treasurer)

| | |
|---------------------------------|----------|
| MISCELLANEOUS: TAX CLAIM BUREAU | \$ 10.00 |
| TOTAL | \$ 10.00 |

TOTAL COSTS \$ 1,391.95

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LUZERNE

:
:SS:
:

AFFIDAVIT

On the 31st, day of August, 1987, before me, the subscriber, a Notary Public, for the State of Pennsylvania, duly commissioned, personally appeared HARRY N. WERT, who being duly sworn according to law, deposes and says:

(1) That Harry N. Wert and Dale A. Wert, his wife, now deceased, were the owners in fee of improved real estate situate at and known as 2439 Second Street, Bloomsburg, Columbia County, Pennsylvania (hereinafter the "Premises").

(2) That the Premises is currently subject to a Mortgage in favor of Franklin First Federal Savings and Loan Association of Wilkes-Barre (the "Mortgagee") and filed to Columbia County Mortgage Book 195 at Page 279 et seq.

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(5) That the Mortgagee has obtained a special service order with regard to service of the Complaint and any other pleading, notices, writs or any other documents related to the Mortgage Foreclosure action as required by the Pennsylvania rules of Civil Procedure.

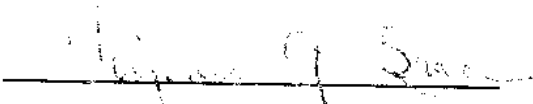
(6) That the Order of Court, dated March 20, 1987 provides for service upon Harry N. Wert by posting and mailing, due to the fact that, after a diligent search, his whereabouts were unknown.

(7) That service of all pleadings, notices, writs or other documents related to this action have been properly served and that the subscriber hereby willingly and voluntarily waives any potential defects that may exist with regard to service of any pleadings, notices, writs, or other documents related to this action.



HARRY N. WERT

Sworn to and subscribed
before me this 31st day of
August, 1987



Notary Public

SHERIFF'S SALE - COST SHEET

Franklin 1st Federal Svs. & Loan Assn. vs. Harry N. Wert, Widower
of 1937

DATE OF SALE: _____

SHERIFF'S COST OF SALE: _____

| | | | |
|--------------------------------------|---|-------|----------|
| Docket & Levy | 7 | 77.00 | \$ 21.00 |
| Service | 1 | | 63.00 |
| Mailing | | | 25.00 |
| Advertising, Sale Bills & Newspapers | | | 18.00 |
| Posting Handbills | | | 7.00 |
| Mileage | | | 12.00 |
| Crying/Adjourn of Sale | | | 5.00 |
| Sheriff's Deed | | | 1.00 |
| Distribution | | | 9.00 |
| Other | | | |

TOTAL \$ 171.90

| | |
|---------------------------------|-----------|
| Press-Enterprise, Inc. | \$ 347.06 |
| Henrie Printing | 41.80 |
| Solicitor's Services | |

TOTAL \$ 428.86

| | |
|--------------------------|----|
| PROTHONOTARY: Liens List | Ys |
| Deed Notarization | |
| Other | |

TOTAL \$ 3.00

| | |
|-----------------------------|----|
| RECORDER OF DEEDS: Copywork | \$ |
| Deed | |
| Other | |

TOTAL \$ 17.00

REAL ESTATE TAXES:

| | |
|--|-----------|
| Borough/Twp. & County Taxes, 1971 | \$ 123.72 |
| School Taxes, District _____, 19 | |
| Delinquent Taxes, 1970, 19____, 19____ (Total Amts. 70B) | 605.41 |

TOTAL \$ 732.19

MUNICIPAL RENTS:

| | |
|--------------------------------|----|
| Sewer - Municipality _____, 19 | \$ |
| Water - Municipality _____, 19 | |

TOTAL \$

SURCHARGE FEE: (State Treasurer)

\$ 2.00

MISCELLANEOUS: TCB

\$ 10.00

TOTAL \$ 10.00

TOTAL COSTS \$ 1341.95

171.90

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

Harry N. Wert, Widower

and find as follows:

See photostatic copy attached.

Fee .. \$5.00

In testimony whereof I have set my hand and seal
of office this 31st day of August
A.D., 19 87.

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 18th day of May 1979, between the Mortgagor HARRY N. WERT and DAYLE A. WERT, his wife, of the Township of Scott, County of Columbia, Pennsylvania (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-ONE THOUSAND SIX HUNDRED (\$21,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 18, 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:

ALL: those (2) tracts of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1:

BEGINNING on Second Street at a point forty-two and one-half (42 1/2) feet from the intersection of said Second Street with an alley and running Northwardly by a line parallel with said alley and along other land of the grantors herein one hundred and seventy-three and one-quarter (173 1/4) feet to an alley; THENCE Eastwardly along said last mentioned alley forty (40) feet to line of Planing Mill lot, formerly owned by Thomas Edgar; THENCE by said lot Southwardly one hundred and seventy-three and one-quarter (173 1/4) feet to Second Street; and THENCE Westwardly along said Second Street forty (40) feet to the point of beginning.

A two and one-half story (2 1/2) frame dwelling house, a cement block garage, and additional improvements are erected upon said tract of land.

TRACT NO. 2:

BEGINNING at a point on Second Street and in line of lands of J. P. Mills; THENCE along Second Street, North seventy-two (72) degrees East, fifteen (15) feet to a point; THENCE North eighteen (18) degrees thirty (30) minutes West, one hundred seventy-three and twenty-five one-hundredths (173.25) feet to a point in line of lands of a public alley; THENCE South seventy-two (72) degrees West, fifteen (15) feet to an iron pin in line of lands of J. P. Mills; THENCE along said lands, South eighteen (18) degrees thirty (30) minutes East, one hundred seventy-three and twenty-five one hundredths (173.25) feet to a point, the place of beginning.

CONTAINING 2,598.75 square feet.

(SEE ATTACHMENT)

which has the address of 2439 Second Street, Bloomsburg, County of Columbia and State of Pennsylvania (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 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, if any, or set forth on evidence of title required by and certified to Lender.

PENNSYLVANIA—1 to 4 Family—8/75—FIMA/PLMC UNIFORM INSTRUMENT



Franklin First Federal
Savings and Loan Association
44 W. Market St. Wilkes-Barre, PA 18701

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 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

ATTACHMENT

ALSO, ALL THAT CERTAIN piece, parcel and tract of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at a point on the northerly side of Second Street, 75 feet west of an iron pin in line of lands of Long;
THENCE North 18 degrees 30 minutes West, 173.25 feet to a point on the southerly side of a public alley;
THENCE along said alley South 72 degrees West, 25 feet to a point in line of lands of Flick;
THENCE along the lands of Flick, South 18 degrees 30 minutes East, 173.25 feet to a point on the northerly side of Second Street;
THENCE along said Street, North 72 degrees East 25 feet to a point, the place of beginning.

CONTAINING 4,331.25 square feet.

BEING the westerly one-half portion of Tract No. 2 taken from a survey map prepared by H. G. Shulde, R. E., dated September 10, 1952.

EXCEPTING AND RESERVING unto the Grantors, their predecessors in title, their heirs and assigns, full and free liberty and right at all times hereafter and forever to have and use a water main, to repair and replace the same at the location where the same is now buried.

SUBJECT to the same reservations, restrictions, covenants and easements as appear in prior instruments in the chain of title.

BEING the same premises conveyed to the Mortgagors herein by Deed of Roy L. Flick and Lois M. Flick, his wife, dated the 18th day of May, , and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

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:

Harry N. Wert

Harry N. Wert
HARRY N. WERT

—Borrower

Dayle A. Wert

DAYLE A. WERT

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Columbia

On this, the 18th day of May, 1979, before me, a Notary Public, personally appeared the within named HARRY N. WERT and DAYLE A. WERT, his wife,

known to me (or satisfactorily proven) to be the person(s) whose name(s) (he) (she) (they) 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 the day and year aforesaid.

My Commission Expires:
4/3/82

Harry N. Wert

Berwick, Columbia County, Penna.

I Hereby Certify that the precise residence of the Franklin First Federal Savings and Loan Association of Wilkes-Barre, is 44 West Market Street, Wilkes-Barre, Pa.

Harold Rosenn/Maurice Cantor
Attorneys for Mortgagees

Recorded in the Office for Recording of Deeds in and for the County of Columbia
Commonwealth of Pennsylvania in Mortgage Book No. 195 page 279

Witness my hand and Seal of Office this 18th day of May

19 79

3:59 p.m.

Maurice Cantor
Recorder of Deeds

61. MAR 18 3 59 PM '79
TAX-ASS. FEE
COLUMBIA CO. PA.
REC'D BY RECORDER
252

BOOK 195 PAGE 283

Revised 10-1-78

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 ... August 13, August 20, August 27, 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.

Sworn and subscribed to before me this day of 19

.....
(Notary Public)

My Commission Expires

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.

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE,

PLAINTIFF

VS.

HARRY N. WERT, Widower

DEFENDANT

: IN THE COURT OF COMMON PLEAS

:

: OF COLUMBIA COUNTY

:

: CIVIL ACTION - LAW

:

: IN MORTGAGE FORECLOSURE

:

: NO. 73 OF 1987

ORDER

AND NOW, to wit, this 20TH day of MARCH, 1987, at 9:30 A.M.,
it appearing that the whereabouts of the above-named Defendant is unknown
and that service pursuant to Special Order of Court pursuant to Pa. R.C.P.
430 is appropriate, and upon Motion of ROSENN, JENKINS & GREENWALD, and
DERR, PURSEL & LUSCHAS, attorneys for the Plaintiff:

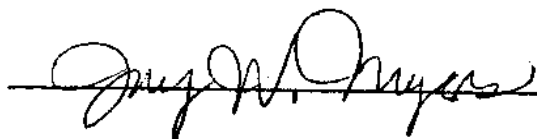
IT IS ORDERED, ADJUDGED AND DECREED that service of the Complaint
filed in the above-captioned action of Mortgage Foreclosure and service of
any other Pleadings, Notices, Writs, or other documents related to this
action and required by the Pennsylvania Rules of Civil Procedure to be
served upon Defendant be effectively completed upon the above-named Defen-
dant by posting a copy of the Complaint or other document along with a copy
of this Order on the most public part of the mortgaged premises located at
2439 Second Street, Bloomsburg, Columbia County, Pennsylvania, and by
sending a copy of the Complaint along with a copy of this Order by regis-
tered mail to the Defendants' last known address, 2439 Second Street,
Bloomsburg, Pennsylvania, 17815, be and is hereby permitted and directed;

19. PA. DE 2 E1 8VW

RECEIVED
MARCH 20 1987

AND IT IS FURTHER ORDERED that said service shall have the same force and effect as if personal service had been made upon the Defendant named in the Complaint and that if the Defendant fails to plead to the Complaint filed to the within-captioned action within twenty (20) days after the date of posting or the date of mailing by registered mail, whichever is later, Judgment may be entered for the Plaintiff and against Defendant as may be permitted by the Pennsylvania Rules of Civil Procedure.

BY THE COURT:


P.J.

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT ✓

DOCKET AND INDEX ✓

SET FILE FOLDER UP ✓

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 ✓

POST ALL DATES ON CALANDER ✓

* 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 ✓

* 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 ✓

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

SERVICE

TYPE CARDS FOR DEFENDANTS ✓

PUT PAPERS TOGETHER FOR DEFENDANTS ✓

* COPY OF WRIT FOR EACH DEFENDANT

* NOTICE OF SHERIFF SALE

* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS ✓

* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT ✓

* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO

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

SHERIFF'S SALE OUTLINE CON'TSALE BILLSSEND 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. N/AHANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE 8-16-87 DentTAX CLAIM OFFICE 8-16-87 DentTAX ASSESSMENT OFFICE 8-10-87 DentPROTH OFFICE(post on board) 8-7-87 DentPOST IN FRONT LOBBY 8-7-87 DentPOST IN SHERIFF'S OFFICE 8-17-87 DentSEND COPY TO ATTY 8-10-87 DentPOST PROPERTY ACCORDING TO DATE SET 7-21-87 DentSEND RETURN OF POSTING TO ATTY 8-10-87 Dent

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 _____

SHERIFF'S SALE

BY VIRTUE OF A WRIT EXECUTION NO. 34 OF 1987, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON
Thursday, September 3, 1987
AT 10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANT IN AND TO:

ALL THOSE (2) tracts of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING on Second Street at a point forty-two and one-half ($42\frac{1}{2}$) feet from the intersection of said Second Street with an alley and running Northwardly by a line parallel with said alley and along other land of the Grantors herein one hundred and seventy-three and one-quarter ($173\frac{1}{4}$) feet to an alley; thence Eastwardly along said last mentioned-alley forty (40) feet to line of Planing Mill lot, formerly owned by Thomas Edgar; thence by said lot Southwardly one hundred and seventy-three and one-quarter ($173\frac{1}{4}$) feet to Second Street, and thence Westwardly along said Second Street forty (40) feet to the point of beginning. A two and one-half story ($2\frac{1}{2}$) frame dwelling house, a cement block garage, and additional improvements are erected upon said tract of land.

TRACT NO. 2: BEGINNING at a point on Second Street and in line of lands of J.P. Mills, thence along Second Street, North seventy-two (72) degrees east, fifteen (15) feet to a point; thence north eighteen (18) degrees thirty (30) minutes west, one hundred seventy-three and twenty-five one hundredths (173.25) feet to a point in line of lands of a public alley; thence south seventy-two (72) degrees west, fifteen (15) feet to an iron pin in line of lands of J.P. Mills; thence along said lands south eighteen (18) degrees thirty (30) minutes east, one hundred seventy-three and twenty-five one hundredths (173.25) feet to a point, the place of beginning. CONTAINING 2,598.75 square feet.

ALSO, ALL THAT CERTAIN piece, parcel and tract of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at a point on the northerly side of Second Street, 75 feet west of an iron pin in line of lands of Long;

THENCE North 18 degrees 30 minutes West, 173.25 feet to a point on the southerly side of a public alley;

THENCE along said alley South 72 degrees West, 25 feet to a point in line of lands of Flick;

THENCE along the lands of Flick, South 18 degrees 30 minutes East, 173.25 feet to a point on the northerly side of Second Street;

THENCE along said Street, North 72 degrees East 25 feet to a point, the place of beginning.

CONTAINING 4,331.25 square feet.

BEING the westerly one-half portion of Tract No. 2 taken from a survey map prepared by H.G. Shulde, R.E., dated September 10, 1952.

EXCEPTING AND RESERVING unto the Grantors, their predecessors in title, their heirs and assigns, full and free liberty and right at all times hereafter and forever to have and use a water main, to repair and replace the same at the location where the same is now buried.

UNDER AND SUBJECT to the same reservations, restrictions, conditions, covenants, exceptions and easements as appear in prior instruments in the chain of title.

BEING the same premises conveyed to Harry N. Wert and Dayle A. Wert, his wife, by Deed of Roy L. Flick and Lois M. Flick, his wife, said Deed dated the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 292 at page 598.

PREMISES improved with a two story, single family frame dwelling more commonly known as 2439 Second Street, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Harry N. Wert, widower.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check Time of Sale. Balance Cash or Certified Check within (8) eight days after Sale.

Gary E. Norton, Atty.

TO BE SOLD BY:

JOHN R. ADLER, Sheriff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 34 of 1987, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on *Thurs, Sept. 3*, 1987, at 10:00 o'clock A.m., in the forenoon of the said day, all the right, title and interest of the defendant in and to:

ALL THOSE (2) tracts of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

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EXHIBIT "A"

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SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against HARRY N. WERT, Widower, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

GARY B. NORRIS, ESQ.
~~ROSENN, JENKINS & GREENWALD~~
Attorneys

| | | |
|------------------------------------|---|------------------------------|
| FRANKLIN FIRST FEDERAL SAVINGS AND | : | IN THE COURT OF COMMON PLEAS |
| LOAN ASSOCIATION OF WILKES-BARRE, | : | |
| | : | OF COLUMBIA COUNTY |
| PLAINTIFF | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| HARRY N. WERT, Widower, | : | IN MORTGAGE FORECLOSURE |
| | : | |
| DEFENDANT | : | NO. 73 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 of 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.

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.

Northern Pennsylvania Legal Services
Suite 200
200 Scranton Electric Building
Scranton, Pennsylvania 18503
(717) 342-0184

Pennsylvania Lawyer Referral Service
P.O. Box 1086
100 South Street
Harrisburg, Pennsylvania 17108
PA Residents 1-800-692-7375
Out Of State 1-717-238-6715

| | | |
|------------------------------------|---|------------------------------|
| FRANKLIN FIRST FEDERAL SAVINGS AND | : | IN THE COURT OF COMMON PLEAS |
| LOAN ASSOCIATION OF WILKES-BARRE, | : | |
| | : | OF COLUMBIA COUNTY |
| PLAINTIFF | : | |
| VS. | : | CIVIL ACTION - LAW |
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Out Of State 1-717-238-6715

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

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE,

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 73 Term 1987J.D.

HARRY N. WERT, Widower,

NO. #34 Term 1987E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

PLEASE SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO-EXHIBIT "A"

**Amount due as of the date of Sheriff's Sale, , 1987,
will be TWENTY-SIX THOUSAND FIVE HUNDRED ELEVEN and 27/100
(\$26,511.27), plus a per diem charge at the rate of FIVE and 85/100
(\$5.85) from May 15, 1987, through to the date of any Sheriff's Sale
pursuant to the Judgment demanded herewith, together with all costs of
suit and any money hereinafter expended by the Plaintiff in payment of
taxes, sewer and water rents, claims or charges for insurance or
repairs, and any and all other expenses hereafter made by Plaintiff.

| | <u>TRACT NO. 1</u> | <u>TRACT NO. 2</u> |
|-----------------------|--------------------|------------------------|
| PARCEL NO. | 31-3C-2-140-A | 31-3C-2-139 |
| Amount Due | | \$20,687.62 |
| Attorney's Commission | | \$ 2,068.76 |
| Interest to 5/15/87 | | \$ 3,754.89 |
| TOTAL | | \$26,511.27 Plus costs |

**

as endorsed.

TAMI B. KLINE.
Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated 12 June 1987.

(SEAL)

BY: Barbara N. Silvett
Barbara N. Silvett, Chief Deputy

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

FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE,

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 73 Term 1987J.D.

HARRY N. WERT, Widower,

NO. #34 Term 1987E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

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County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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(\$5.85) from May 15, 1987, through to the date of any Sheriff's Sale
pursuant to the Judgment demanded herewith, together with all costs of
suit and any money hereinafter expended by the Plaintiff in payment of
taxes, sewer and water rents, claims or charges for insurance or
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Prothonotary, Court of Common
Pleas of Columbia County, Pa.

Dated 12 June 1987.

(SEAL)

BY: Barbara N. Silveti
Barbara N. Silveti, Chief Deputy

| | | |
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| FRANKLIN FIRST FEDERAL SAVINGS AND | : | IN THE COURT OF COMMON PLEAS |
| LOAN ASSOCIATION OF WILKES-BARRE, | : | |
| | : | OF COLUMBIA COUNTY |
| PLAINTIFF | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| HARRY N. WERT, Widower, | : | IN MORTGAGE FORECLOSURE |
| | : | |
| DEFENDANT | : | NO. 73 OF 1987 |

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: HARRY N. WERT, Defendant herein and owner of the Real Estate
hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on *Thursday Sept. 3*, 1987, at *10:00* a.m., time, in the forenoon of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in Bloomsburg, County of Columbia, and State of Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

ROSENN, JENKINS & GREENWALD

BY: Robert M. Danenberg
ROBERT M. DANENBERG, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE
Attorneys for Plaintiff

| | | |
|------------------------------------|---|------------------------------|
| FRANKLIN FIRST FEDERAL SAVINGS AND | : | IN THE COURT OF COMMON PLEAS |
| LOAN ASSOCIATION OF WILKES-BARRE, | : | |
| | : | OF COLUMBIA COUNTY |
| PLAINTIFF | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| HARRY N. WERT, Widower, | : | IN MORTGAGE FORECLOSURE |
| | : | |
| DEFENDANT | : | NO. 73 OF 1987 |

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: HARRY N. WERT, Defendant herein and owner of the Real Estate
hereinafter described:

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of Execution issued under the above-captioned Judgment, directed to
the Sheriff of Columbia County, there will be exposed to public sale,
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Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of
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Wilkes-Barre, PA 18711

DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL
(717) 787-3646

LeRoy S. Zimmerman
ATTORNEY GENERAL

July 10, 1987

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

Office of the Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

ATTENTION: Susan S. Beaver
Deputy Sheriff

Dear Deputy Beaver:

The records of the Collections Unit, Office of Attorney General, reveal no claims referred to this office against Harry N. Wert or Dayle A. Wert, his wife. It is possible that the Commonwealth could have claims against these persons that have not been referred to this office for collection.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Zerbe, Jr.", written over a horizontal line.

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

TCZ/kf

LAW OFFICES
HUMMEL, JAMES & MIHALIK
29 EAST MAIN STREET
BLOOMSBURG, PENNSYLVANIA
17815-1898
717-784-7367

Cleveland C. Hummel
Thomas Arthur James, Jr.
John A. Mihalik

Robert W. Buehner, Jr.
Robert A. Schwartz

July 2, 1987

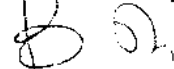
Susan Beaver
Sheriff's Office
Columbia County Court House
Bloomsburg, Pa. 17815

Re: Sheriff's Sales -
East and Wert

Dear Sue:

Pursuant to our recent conversation, this letter will serve as my statement of services for legal research done relative to the above captioned upcoming sales. For the East matter, our firm's fees are \$15.00 and for the Wert sale, our firm's fees are \$15.00. Would you please remit same to our office at the conclusion of the sale together with other fees our firm may have in regard to the sale. I remain

Sincerely,



Robert W. Buehner, Jr.

RWBj/dmk

LIEN CERTIFICATE

7/15/87

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

Owner or Reputed Owner: Wert, Harry N. & Dayle A. (Owner Since 5/79)

Owner: Flick, Roy L. & Lois M.

Parcel No. 31-3C-2-139 Deed & Page 292-598

Description L 55X173.25

| | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|------|--------|--------------|---------|--------|
| 1986 | 83.12 | 37.79 | 438.84 | 559.75 |
| | | | | |
| | | | TCB FEE | 15.00 |
| | | | | |
| | | | TOTAL | 574.75 |

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

Noted by: John Adler, Sheriff

\$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

| | | |
|------------------------------------|---|------------------------------|
| FRANKLIN FIRST FEDERAL SAVINGS AND | : | IN THE COURT OF COMMON PLEAS |
| LOAN ASSOCIATION OF WILKES-BARRE, | : | |
| | : | OF COLUMBIA COUNTY |
| PLAINTIFF | : | |
| VS. | : | CIVIL ACTION - LAW |
| | : | |
| HARRY N. WERT, Widower, | : | IN MORTGAGE FORECLOSURE |
| | : | |
| DEFENDANT | : | NO. 73 OF 1987 |

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OF
REAL ESTATE

TO: HARRY N. WERT, Defendant herein and owner of the Real Estate
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Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of
Columbia, and State of Pennsylvania, on *Thursday, Sept. 3*, 1987, at
10.00 a.m., time, in the forenoon of the said day, all your right,
title and interest in and to ALL that certain piece or parcel of land
situate in Bloomsburg, County of Columbia, and State of Pennsylvania,
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DERR, PURSEL & LUSCHAS

BY: _____
GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 34 of 1987, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on Thurs. Sept. 3 1987, at 10:00 o'clock A.m., in the forenoon of the said day, all the right, title and interest of the defendant in and to:

ALL THOSE (2) tracts of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described as follows:

TRACT NO. 1: BEGINNING on Second Street at a point forty-two and one-half ($42\frac{1}{2}$) feet from the intersection of said Second Street with an alley and running Northwardly by a line parallel with said alley and along other land of the Grantors herein one hundred and seventy-three and one-quarter ($173\frac{1}{4}$) feet to an alley; thence Eastwardly along said last mentioned-alley forty (40) feet to line of Planing Mill lot, formerly owned by Thomas Edgar; thence by said lot Southwardly one hundred and seventy-three and one-quarter ($173\frac{1}{4}$) feet to Second Street, and thence Westwardly along said Second Street forty (40) feet to the point of beginning. A two and one-half story ($2\frac{1}{2}$) frame dwelling house, a cement block garage, and additional improvements are erected upon said tract of land.

TRACT NO. 2: BEGINNING at a point on Second Street and in line of lands of J.P. Mills, thence along Second Street, North seventy-two (72) degrees east, fifteen (15) feet to a point; thence north eighteen (18) degrees thirty (30) minutes west, one hundred seventy-three and twenty-five one-hundredths (173.25) feet to a point in line of lands of a public alley; thence south seventy-two (72) degrees west, fifteen (15) feet to an iron pin in line of lands of J. P. Mills; thence along said lands south eighteen (18) degrees thirty (30) minutes east, one hundred seventy-three and twenty-five one hundredths (173.25) feet to a point, the place of beginning. CONTAINING 2,598.75 square feet.

ALSO, ALL THAT CERTAIN piece, parcel and tract of land situate in the Village of Espy, Township of Scott, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at a point on the northerly side of Second Street, 75 feet west of an iron pin in line of lands of Long;

EXHIBIT "A"

THENCE North 18 degrees 30 minutes West, 173.25 feet to a point on the southerly side of a public alley;

THENCE along said alley South 72 degrees West, 25 feet to a point in line of lands of Flick;

THENCE along the lands of Flick, South 18 degrees 30 minutes East, 173.25 feet to a point on the northerly side of Second Street;

THENCE along said Street, North 72 degrees East 25 feet to a point, the place of beginning.

CONTAINING 4,331.25 square feet.

BEING the westerly one-half portion of Tract No. 2 taken from a survey map prepared by H. G. Shulde, R.E., dated September 10, 1952.

EXCEPTING AND RESERVING unto the Grantors, their predecessors in title, their heirs and assigns, full and free liberty and right at all times hereafter and forever to have and use a water main, to repair and replace the same at the location where the same is now buried.

UNDER AND SUBJECT to the same reservations, restrictions, conditions, covenants, exceptions and easements as appear in prior instruments in the chain of title.

BEING the same premises conveyed to Harry N. Wert and Dayle A. Wert, his wife, by Deed of Roy L. Flick and Lois M. Flick, his wife, said Deed dated the 18th day of May, 1979 and recorded in the Office of the Recorder of Deeds in and for the County of Columbia in Deed Book 292 at page 598.

PREMISES improved with a two story, single family frame dwelling more commonly known as 2439 Second Street, Bloomsburg, Columbia County, Pennsylvania.

TOGETHER with all buildings and improvements thereon.

EXHIBIT "A"

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will within thirty (30) days thereafter file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against HARRY N. WERT, Widower, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

CARL E. NOTION, ESQ.
~~ROSENN, JENKINS & GREENWALD~~
~~Attorneys~~

LIEN CERTIFICATE

7/15/87

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

Owner or Reputed Owner: Wert, Harry N. & Dayle A.
 Owner: Flick, Roy L. & Lois M.
 Parcel No. 31-3C-2-140A Deed & Page 292-598
 Description L 25X173.25

| YEAR | COUNTY | TAX DISTRICT | SCHOOL | TOTAL |
|---------|--------|--------------|--------|-------|
| 1986 | 2.77 | 1.25 | 14.64 | 18.66 |
| | | | | |
| TCB FEE | | | | 15.00 |
| TOTAL | | | | 33.66 |

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

Represented by: John Adler, Sheriff

Fee \$5.00

\$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

[Signature]
 Director