

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

Patricia M. Rogers  
and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 18th day of April  
A. D., 19 88

Beverly J. Michael RECORDER



## MORTGAGE

THIS MORTGAGE is made this 22nd day of September, 1983, between the Mortgagor, PATRICIA M. ROGERS, (herein "Borrower"), and the Mortgagee, BLOOMSBURG BANK: COLUMBIA TRUST COMPANY, a corporation organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, whose address is 11 WEST MAIN STREET, BLOOMSBURG, PENNSYLVANIA 17815 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-TWO THOUSAND FIVE HUNDRED (\$22,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1983.

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

ALL THAT CERTAIN PIECE AND PARCEL OF LAND situate in the Borough of Orangeville, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street; thence by the line of Public School Lot, South thirty-three degrees, fifty minutes West (S. 33° 50' W.) Eighty-two and five-tenths feet (82-5/10') to a stone corner; thence by line of Public School lot, South sixty-one and one-half degrees East (S. 61-1/2° E.) Seventy-three feet (73') to a stone corner of lot formerly of John C. Smith, now or late of John Parsell; thence by said Parsell line, North thirty-four and three-fourths degrees East (N. 34-3/4° E.) eighty feet (80) to a stone corner on Pine Street; thence by line of said Pine Street, North fifty-five and one-fourth degrees West, (N. 55-1/4° W.), seventy-four (74) feet to a stone corner, the place of beginning.

CONTAINING twenty-one and eight-tenths (21.8) square perches of land, more or less, and WHEREUPON is erected a two story frame dwelling house.

BEING the same premises which Gary F. Sands and Carol W. Sands, his wife, by deed dated Sept. 20, 1983, and to be recorded simultaneously with this mortgage, granted and conveyed unto Patricia M. Rogers, mortgagor herein.

ALSO, ALL THAT certain lot, piece or parcel of land situate in the Township of Fishing Creek, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the common dividing line between the lot herein conveyed designated as Lot No. 11 and the adjoining lot designated as Lot No. 10 of "Earnest Roberts Lots" (Jonestown) Fishing Creek Township, Columbia County, Pennsylvania, as laid out in draft of J.O. Timbrell, R.E., April 3, 1957; said point also being in the Southerly line of a 15 foot private road, reserved for the use of those concerned, of the said Earnest Roberts; thence along the Southerly line of said private road, North 42 degrees 48 minutes East 75 feet to a corner, in the common dividing line between Lots No. 11 and 12; thence along said common dividing line South 47 degrees 12 minutes East 130 feet to a corner in Huntington Creek; thence down said creek South 42 degrees 48 minutes West 75 feet to a corner in Huntington Creek in the common dividing line between Lots Nos. 10 and 11 aforesaid; thence North 47 degrees 12 minutes West 130 feet to a corner in the private road aforesaid, being Lot No. 11 of the Earnest Roberts Lots aforesaid together with the right to use in common with others the 15 foot private road aforesaid, as a means of ingress and egress from the aforesaid lot.

Which has the address of Pine Street, Orangeville, Pennsylvania, 17869, and Box 231, R.D.#, Orangeville, PA 17859 (respectively)<sup>(Street)</sup> (City)  
(State and Zip Code) (herein "Property Address");

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

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



## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 22nd day of September, 19 83, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Bloomsburg Bank Columbia (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

Pine Street, Orangeville, PA

(Property Address)

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

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 13 %. Sections 4 through 8 of the Note provide for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 21 day of September, 19 83, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five percentage points (5 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount," and it will be the new amount of my monthly payment.

#### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### 5. FINAL MONTHLY PAYMENTS

Beginning with the first monthly payment after the last Change Date, I will pay the Full Payment Amount as my monthly payment.

### 6. NOTICE OF CHANGES

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

### B. CHARGES; LIENS

Uniform Covenant 4 of the SEcurity Instrument is amended to read as follows:

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 Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereoff 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 Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as the Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

#### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to the 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 first class mail to Lender's address stated herein to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

#### D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument 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 Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision, and to end the provisions of this Security Instrument and the Note are declared to be severable.

#### E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercised 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.

#### F. COVENANT DELETED

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

#### G. LOAN CHARGES

If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.



H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

The precise Address of the Mortgagee is: Bloomsburg Bank-Columbia Trust Company, Bloomsburg, Pennsylvania 17815 on behalf of the Mortgagee.

In Witness Whereof, Borrower has executed this Adjustable Rate Rider.

Patricia M. Rogers (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

(Sign Original Only)



**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



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:

*Thomas J. [Signature]*

*Patricia M. Rogers*  
PATRICIA M. ROGERS

—Borrower

—Borrower

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 22nd day of September, 1983, before me, a Notary Public, the undersigned officer, personally appeared Patricia M. Rogers, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that executed the same for the purposes herein contained.

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

My Commission expires:

*Donna L. Kinsey*  
DONNA L. KINSEY, Notary Public  
Bloomersburg, Columbia Co., Pa.  
My Commission Expires Oct. 21, 1984

THE PRECISE ADDRESS OF THE MORTGAGEE IS:

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY  
BLOOMSBURG, PENNSYLVANIA 17015

ON BEHALF OF THE MORTGAGEE:

*Thomas J. [Signature]*

(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County Record Book 323, page 758

on September 22, 1983 at 3:23 p.m.

*Beverly J. Michael, Acting Recorder*

#344  
RECORDED  
COLUMBIA CO., PA.  
NOV 50 1983  
FEB 23 1984  
WJH



# MORTGAGE

THIS MORTGAGE, entered into this 27th day of March, 19 87, between Patricia M. Rogers

herein called "Mortgagors," and HOME CONSUMER DISCOUNT COMPANY OF Bloomsburg  
a Pennsylvania corporation having an office and place of business at 160 W. Main Street  
Bloomsburg, Pa. 17815, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a Judgment Note of even date herewith, in the Face Amount of the Note \$ 7,560.00, (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time, or other Judgment Note or other agreement to pay which may be substituted therefor, any of all of which are hereinafter referred to as "Judgment Note") and all other obligations of Mortgagors under the terms and provisions of this Mortgage, and in consideration of the debt evidenced by said Judgment Note, Mortgagors do by these presents sell, mortgage, grant and convey to Mortgagee, ALL the following described real estate situated in the

~~XXXX~~  
(Borough) of Orangeville County of Columbia, Commonwealth of Pennsylvania,  
(Township) Fishing Creek Columbia

Municipal Tax Lot \_\_\_\_\_ Block \_\_\_\_\_  
Described as follows:

BEING premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office of the Recorder of Deeds in said County in Deed Book No. 306 Page 641 as said premises are therein described, also known as Pine Street  
Orangeville, Pa. 17859 and R. D. # 2 Orangeville, Pa. 17859

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors covenant and warrant that Mortgagors have full and fee simple title to the mortgaged premises hereinafore described and have the right to mortgage, grant and convey same.
2. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Judgment Note.
3. Mortgagors will pay when due all taxes and assessments or other governmental charges, including water and sewer rents, levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
4. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
5. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
6. In the event that Mortgagors default in the making of any payment due and payable under said Judgment Note or the keeping and performance by Mortgagors of any of the conditions or covenants of this mortgage or said Judgment Note, the entire balance of the aforesaid Judgment Note shall become due and payable and Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said Judgment Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said Judgment Note, costs of suit, and costs of sale.
7. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said Judgment Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Judgment Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause the Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said Judgment Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

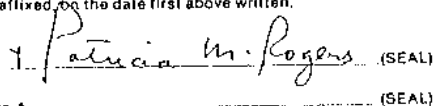
The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall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

Payment of this Mortgage is subject to the terms and conditions of said Judgment Note of even date between Mortgagors and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, Sealed and Delivered in the Presence of:



Patricia M. Rogers (SEAL)  
 (SEAL)



COMMONWEALTH OF PENNSYLVANIA: )

COUNTY OF Columbia )

On this 27th day of March, 19 87, before me, a Notary Public, came the above named  
Patricia N. Rogers

Mortgagor(s) and acknowledged the within Indenture of Mortgage to be her act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid.  
(SEAL)

My Commission expires:

EDWARD A. JAMES, NOTARY PUBLIC

19 87 COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 13, 1987

CERTIFICATE OF RESIDENCE

Notary Public of Pennsylvania

I, Joyce Crawford, of Home Consumer Discount Company,  
of Bloomsburg, Mortgagee named in the foregoing Mortgage, hereby certify that the correct address of said Mortgagee is

Witness my hand, this 27th day of March, 19 87.

Joyce Crawford  
Agent of Mortgagee

Joyce Crawford  
Ast. Manager

Rec in Columbia Co  
Rec Bk 385 pg 1094  
April 6, 1987 10:13am

Beverly J. Michael

74  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$13.00  
APR 6 10 13 AM '87

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

Rogers, Patricia M.

R. D. # 2 Orangeville, Pa. 17859

Name of Mortgagor(s)

to

HOME CONSUMER  
DISCOUNT COMPANY of

Bloomsburg

Mortgagee

160 West Main Street

Bloomsburg, Pa. 17815

Address

COMMONWEALTH OF  
PENNSYLVANIA

COUNTY OF

RECORDED on this

day

of

in the Office for Recording of Deeds of said County, in Mortgage Book

No.

Page

REORDER

385 PAGE 1095



# LIEN CERTIFICATE

DATE 4-8-88  
3/16/88

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

Owner or Reputed Owner: Patricia Rogers

Former Owner: Sands, Gary F. & Carol Owner since 9/83

Parcel No. 28-2-45

Description Fig. 73.6X81 Av.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	40.64	41.07	195.73	277.44
1987	36.91	38.51	210.36	285.78
TCB FEE				30.00
TOTAL				593.22

The above figures represent the amounts due during the month of May 19 88

Requested by: John Adler, Sheriff  
Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long  
Director



# LIEN CERTIFICATE

DATE 4-8-88  
3/21/88

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

Owner or Reputed Owner: Patricia M. Rogers  
Owner since 6/82  
Former Owner: Former Owner Peters, Charles A., Etal.  
Parcel No. 15-15A-6-1  
Description Lot 11, Cottage 75x130

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	20.94	5.48	128.52	154.94
1987	20.54	5.12	127.66	153.32
TCB FEE				30.00
TOTAL				338.26

The above figures represent the amounts due during the month of May 1988

Requested by: John Adler, Sheriff  
Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D Long  
Director



\_\_\_\_\_

4-8-88

~~Owner since 12/86~~

Former owner Burka, Michael B. & Daisy F.

15-15A-10-A

4.94 Ac. Cottage

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987	46.79	11.66	290.86	349.31
			TCB FEE	15.00
			TOTAL	364.31

May 19 88

John H. Lee, Sheriff

Fee: \$5.00

**COLUMBIA COUNTY TAX CLAIM BUREAU**

Director D. Long



# LIEN CERTIFICATE

DATE

4-8-88

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

Owner or Reputed Owner: Robers, Patricia M.

Owner since 12/86

Former Owner: Former Owner, Burka, Michael & Daisy

Parcel No. 15-15B-3-4

Description 4 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987	4.16	1.04	25.86	31.06
			TCB FEE	15.00
			TOTAL	46.06

The above figures represent the amounts due during the month of May 19 88

Requested by:

*John Adler, Sheriff*

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

*D Long*



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: April 12, 1988  
To: Leon M. Martin  
Box 3 Box 116  
Ephrata, Pa 17522

RE: BBCT vs Patricia M. Rogers  
No. 14 of 1988 ED No. 40 of 1988 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  
717-784-1691

Date: April 12, 1988  
To: Benny Newhart  
1049 Huffman Place  
Lancaster, Pa 17601

RE: BBC T vs Patricia M. Rogers  
No. 14 of 1988 ED No. 40 of 1988 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 360  
BLOOMSBURG, PA. 17815

PHONE  
717-784-1891

Date: April 17, 1988

To: Massfield Associates  
2316 Mainy Road  
Lancaster, Pa 17601

RE: EBCT vs Patricia M. Rogers  
No. 14 of 1988 ED No. 40 of 1988 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. 17816

PHONE  
717-784-1891

Date: April 11, 1988

To: Shirley M. Good  
R.D. 2 Box 199  
Orangeville, Pa 17859

RE: BBCT vs Patricia M. Rogers  
No. 14 of 1988 ED No. 40 of 1988 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/sb  
John R. Adler  
Sheriff



BLOOMSBURG BANK COLUMBIA : IN THE COURT OF COMMON PLEAS  
TRUST COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
: :  
vs. : CIVIL ACTION - LAW  
: :  
PATRICIA M. ROGERS, : NO 40 OF 1988  
Defendant. : MORTGAGE FORECLOSURE

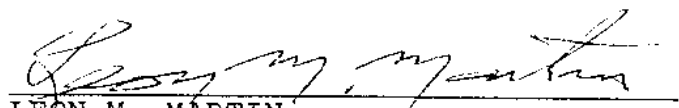
WAIVER OF 30 DAY NOTICE

We, Barry Newhart and Leon M. Martin, of Masefield Associates do hereby waive the thirty (30) day notice as required by Section 3129 of the Pennsylvania Rules of Civil Procedure.

DATE: \_\_\_\_\_

4/19/88

  
BARRY NEWHART

  
LEON M. MARTIN



BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	NO. 40 OF 1988
	:	
PATRICIA M. ROGERS,	:	
Defendant.	:	MORTGAGE FORECLOSURE

AMENDED AFFIDAVIT PURSUANT TO RULE 3129

I, SUSAN TETRICK JAMES, ESQUIRE, Attorney for Plaintiff in the above-captioned action, set forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at:

Pine Street, Orangeville, Pennsylvania 17859, and;  
P. O. Box 231, Orangeville, Pennsylvania 17859

(SEE ATTACHED DESCRIPTION)

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

Patricia M. Rogers

P. O. Box 231  
Orangeville, PA 17859

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

Patricia M. Rogers

P. O. Box 231  
Orangeville, PA 17859

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

Home Consumer Discount Company  
160 West Main Street  
Bloomsburg, PA 17815



Masefield Associates  
2316 Dairy Road  
Lancaster, PA 17601

Barry Newhart  
1049 Huffman Place  
Lancaster, PA 17601

Leon M. Martin  
R.D. # 3, Box 116  
Ephrata, PA 17522

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

Bloomsburg Bank-Columbia Trust Company

11 West Main Street

Bloomsburg, PA 17815

Home Consumer Discount Company  
160 West Main Street  
Bloomsburg, PA 17815

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:

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:

NONE



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

DATED: April 12, 1988

Susan Tetrick James  
SUSAN TETRICK JAMES, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
29 East Main Street  
Bloomsburg, PA 17815  
(717) 784-7367  
Attorney I.D. #49003



TRACT NO. 1: ALL THAT CERTAIN piece and parcel of land situate in the Borough of Orangeville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street; thence by the line of Public School lot, South 33 degrees, 50 minutes West 82.5 feet to a stone corner; thence by line of Public School lot, South 61-1/2 degrees East 73 feet to a stone corner of lot formerly of John C. Smith, now or late of John Parsell; thence by said Parsell line, North 34-3/4 degrees East 80 feet to a stone corner on Pine Street; thence by line of said Pine Street, North 55-1/4 degrees West, 74 feet to a stone corner, the place of beginning.

CONTAINING 21.8 square perches of land, more or less, and WHEREUPON is erected a two story frame dwelling house.

TRACT NO. 2: ALL THAT CERTAIN lot, piece, or parcel of land situate in the Township of Fishing Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the common dividing line between the lot herein conveyed designated as Lot No. 11 and the adjoining lot designated as Lot No. 10 of "Earnest Roberts Lots" (Jonestown) Fishing Creek Township, Columbia County, Pennsylvania, as laid out in draft of J. O. Timbrell, R. E., April 3, 1957; said point also being in the Southerly line of a 15 foot private road, reserved for the use of those concerned, of the said Earnest Roberts; thence along the Southerly line of said private road, North 42 degrees 48 minutes East 75 feet to a corner, in the common dividing line between Lots No. 11 and 12; thence along said common dividing line South 47 degrees 12 minutes East 130 feet to a corner in Huntington Creek; thence down said creek South 42 degrees 48 minutes West 75 feet to a corner in Huntington Creek in the common dividing line between Lots No. 10 and 11 aforesaid; thence North 47 degrees 12 minutes West 130 feet to a corner in the private road aforesaid, being Lot No. 11 of the Earnest Roberts Lots aforesaid together with the right to use in common with others the 15 foot private road aforesaid, as a means of ingress and egress from the aforesaid lot.



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717 - 784 - 1991

March 31, 1988

BLOOMSBURG BANK COLUMBIA TRUST CO. VS. PATRICIA ROGERS

No. 40 of 1988 J.D.  
No. 14 of 1988 E.D.

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

Dear Sir:

Please find enclosed a new revised copy of a sale bill to be advertised in the paper. The sale date has changed from the previous sale bill sent to you. The old sale date was April 26, 1988 at 10:00 A.M. We have changed the new sale date to May 2, 1988 at 10:00 A.M. Please do not advertise this sale on April 6, and the 13th as originally scheduled. The new advertising dates are April 5, April 12, and April 19, 1988.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717 - 784 - 1991

March 30, 1988

BLOOMSBURG BANK COLUMBIA TRUST CO. VS. PATRICIA ROGERS

No. 40 of 1988 J.D.  
No. 14 of 1988 E.D.

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

Dear Sir:

Please find enclosed a new revised copy of a sale bill to be advertised in the paper. The sale date has changed from the previous sale bill sent to you. Be advised that the advertising dates are as follows: April 5, April 12, and April 19, 1988. These dates are in addition to the advertisement that was run on this date.

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

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl.



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717 - 784 - 1991

March 24, 1988

BLOOMSBURG BANK COLUMBIA TRUST COMPANY VS. PATRICIA M. ROGERS

No. 40 of 1988 J.D.  
No. 14 of 1988 E.D.

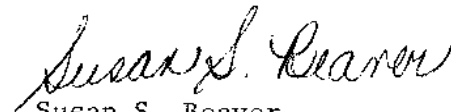
Susan T. James  
29 E. Main Street  
Bloomsburg, PA 17815

Dear Susan:

Please find enclosed the certified return of service and certified return of posting for the above named sheriff sale to be held in our office on April 26, 1988 at 10:00 A.M. Also enclosed is a copy of the sale bill.

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

Sincerely,

  
Susan S. Beaver  
Deputy Sheriff

SSB

Encl.



OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 15 of 1988 E.D.

WRIT OF EXECUTION

SERVICE ON Patricia M. Rogers

ON March 1, 1988 AT 10:51 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, Patricia M. Rogers at P.O. Box 231,  
Orangeville, PA 17859 by deputy sheriff's

James Dent and Louise Frantz

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

So Answers:

James Dent Louise Frantz  
Deputy Sheriff  
James Dent Louise Frantz

For:

John R. Adler, Sheriff

Sworn and subscribed before me  
this 24<sup>th</sup> day of March, 1988

Tami B. Kline  
by: Dorothy Long  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURT

MY COMM. EX. 1st MON. JAN. 3, 1988



OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

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

NO. 15 of 1988 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 23, 1988 at 9:07 A.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Patricia M. Rogers, P.O. Box 231, Orangeville,  
Pa 17859, posted on door of premises.  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF James Dent and Louise Frantz

SO ANSWERS:

James Dent Louise Frantz  
Deputy Sheriff  
James Dent Louise Frantz

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this  
24<sup>th</sup> day of March, 1988

Tami B. Kline  
by: Dorothy Long  
Tami B. Kline Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF COLUMBIA COUNTY

MY COMM. EX. BY ADL. 10/1/87





COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

March 3, 1988

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: Patricia M. Rogers

Dear Sheriff Adler:

A review of the records of this office reveals no claim in our hands against Patricia M. Rogers.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Tom Zerby".

Thomas C. Zerby, 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. 17816

PHONE  
717-784-1091

Date: February 29, 1988

To: Nancy J. Thomas

Box 252, Main Street

Orangeville, PA 17859

RE: Bloomsburg Bank Columbia Trusts Patricia M. Rogers

No. 14 of 1988 ED No. 40 of 1988 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* /SB  
John R. Adler  
Sheriff





COLUMBIA TRUST CO.  
BLOOMSBURG, PA. 17816

**Bloomsburg Bank**

260479

PAY TO THE ORDER OF Columbia County Sheriff

\*\*\*\*\*\$ 500.00\*\*\*\*\*

BLOOMSBURG 500 dls 00 cts  
BANK CO. T. CO. 5

**TREASURER'S CHECK**

Patricia M. Rogers  
Execution

AUTHORIZED SIGNATURE

*Patricia M. Rogers*  
*Patricia M. Rogers*  
AUTHORIZED SIGNATURE

00313059361

20020411

AA



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: April 14, 1988

To: Shirley W. Wood  
P.O. Box 199  
Orangeville Pa 17859

RE: BBCT vs Patricia M. Kogon  
No. 14 of 1988 ED No. 40 of 1988 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: Feb 26 1988

To: Small Business Administration

20 N. Penna. Avenue

Room 2327

Wilkes-Barre, PA 18701

RE: BECT vs Patricia M. Rogers  
No. 15 of \_\_\_\_\_ ED No. 40 of 1988 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: Feb 26, 1988

To: Internal Revenue Service  
P.O. Box 12050  
Philadelphia, PA 19106

ATTN: SPECIAL PROCEDURES FUNCTION

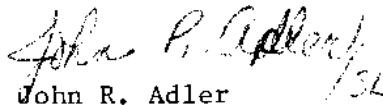
RE: BECT vs Patricia M. Rogers  
No. 15 of 1988 ED No. 40 of 1988 JD

Dear Sir:

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

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

Sincerely,

  
John R. Adler  
Sheriff



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: Feb. 26, 1988

RE: Sheriff's Sale Advertising Dates

BBCT vs Patricia M. Rogers  
No. 15 of 1988 ED No. 40 of 1988 JD

Dear Sir:

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

1st week March 30, 1988  
2nd week April 6, 1988  
3rd week April 13, 1988

Feel free to contact me if you have any problems.

Sincerely,

*John R. Adler*  
John R. Adler  
Sheriff

enc.



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1091

Date: Feb. 16, 1988

To: Home Concerns Discount Property  
140 W. Main St.  
Bloomsburg, Pa 17815

RE: RECT vs Esther M. Rogers  
No. 15 of 1988 ED No. 40 of 1988 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  
717-784-1091

Date: 9:10 AM, 1988

To: DBCT  
11 W. Main St.  
Bloomsburg, Pa. 17815

RE: DBCT vs Walter M. Papp  
No. 15 of 1988 ED No. 40 of 1988 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  
717-784-1991

Date: Feb 26, 1988

To: Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit  
  
Fourth & Walnut Streets  
  
Harrisburg, PA 17120

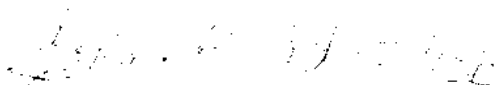
RE: 1981 vs Thomas W. Kozak  
No. 15 of 1986 ED No. 46 of 1986 JD

Dear Sir:

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

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

Sincerely,

  
John R. Adler  
Sheriff



PHONE  
717-784-1091

John R. Adler  
Sheriff



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-724-1891

Date: Feb. 26, 1988

To: Office of F.A.I.R.

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

RE: BBCT vs Patricia M. Rogers  
No. 15 of 1988 ED No. 70 of 1988 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



BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	NO. OF 1988
	:	
PATRICIA M. ROGERS,	:	
Defendant.	:	MORTGAGE FORECLOSURE

**AMENDED AFFIDAVIT PURSUANT TO RULE 3129**

I, SUSAN TETRICK JAMES, ESQUIRE, Attorney for Plaintiff in the above-captioned action, set forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at:

Pine Street, Orangeville, Pennsylvania 17859, and;  
P. O. Box 231, Orangeville, Pennsylvania 17859

(SEE ATTACHED DESCRIPTION)

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

Patricia M. Rogers  
P. O. Box 231  
Orangeville, PA 17859

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

Patricia M. Rogers  
P. O. Box 231  
Orangeville, PA 17859

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

Home Consumer Discount Company  
160 West Main Street  
Bloomsburg, PA 17815



PATRICIA M. ROGERS

LEGAL DESCRIPTION

TRACT NO. 1: ALL THAT CERTAIN piece and parcel of land situate in the Borough of Orangeville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street; thence by the line of Public School lot, South 33 degrees, 50 minutes West 82.5 feet to a stone corner; thence by line of Public School lot, South 61-1/2 degrees East 73 feet to a stone corner of lot formerly of John C. Smith, now or late of John Parsell; thence by said Parsell line, North 34-3/4 degrees East 80 feet to a stone corner on Pine Street; thence by line of said Pine Street, North 55-1/4 degrees West, 74 feet to a stone corner, the place of beginning.

CONTAINING 21.8 square perches of land, more or less, and WHEREUPON is erected a two story frame dwelling house.

TRACT NO. 2: ALL THAT CERTAIN lot, piece, or parcel of land situate in the Township of Fishing Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the common dividing line between the lot herein conveyed designated as Lot No. 11 and the adjoining lot designated as Lot No. 10 of "Earnest Roberts Lots" (Jonestown) Fishing Creek Township, Columbia County, Pennsylvania, as laid out in draft of J. O. Timbrell, R. E., April 3, 1957; said point also being in the Southerly line of a 15 foot private road, reserved for the use of those concerned, of the said Earnest Roberts; thence along the Southerly line of said private road, North 42 degrees 48 minutes East 75 feet to a corner, in the common dividing line between Lots No. 11 and 12; thence along said common dividing line South 47 degrees 12 minutes East 130 feet to a corner in Huntington Creek; thence down said creek South 42 degrees 48 minutes West 75 feet to a corner in Huntington Creek in the common dividing line between Lots No. 10 and 11 aforesaid; thence North 47 degrees 12 minutes West 130 feet to a corner in the private road aforesaid, being Lot No. 11 of the Earnest Roberts Lots aforesaid together with the right to use in common with others the 15 foot private road aforesaid, as a means of ingress and egress from the aforesaid lot.



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988  
:  
:  
: MORTGAGE FORECLOSURE

AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

COMMONWEALTH OF PENNSYLVANIA:  
: SS.  
COUNTY OF COLUMBIA :

SUSAN TETRICK JAMES, ESQUIRE, being duly sworn according to law,  
deposes and says that on February 4, 1988, she did mail on  
behalf of Plaintiff, BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, to  
Defendant, PATRICIA M. ROGERS, single, at P. O. Box 231, Orangeville,  
Pennsylvania 17859, the last known address of the Defendant, written  
Notice of the Entry of Judgment filed in the above-captioned matter on  
February 4, 1988.

Susan Tetrick James  
SUSAN TETRICK JAMES, ESQUIRE

Sworn to and Subscribed  
before me this 4th day  
of February, 1988.

John P. Sulick  
Notary Public

My Commission Expires: 8-15-88

FEB 4 20 4 03



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988  
:  
:  
: MORTGAGE FORECLOSURE

WRIT

TO SHERIFF OF COLUMBIA COUNTY:

You are hereby directed to seize, levy, advertise, and sell  
all the real property of the Defendant located at Pine Street,  
Orangeville, Pennsylvania 17859, and P. O. Box 231, Orangeville,  
Pennsylvania 17859.

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

LAW OFFICES  
HUMMEL, JAMES & MIHALIK

DATED: February 11, 1988

Susan Tetrick James  
SUSAN TETRICK JAMES, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
29 East Main Street  
Bloomsburg, PA 17815-1898  
(717) 784-7367  
Attorney I.D. #49003



BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	NO. OF 1988
	:	
PATRICIA M. ROGERS,	:	
Defendant.	:	MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129

I, SUSAN TETRICK JAMES, ESQUIRE, Attorney for Plaintiff in the above-captioned action, set forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property located at:

Pine Street, Orangeville, Pennsylvania 17859, and;  
P. O. Box 231, Orangeville, Pennsylvania 17859

(SEE ATTACHED DESCRIPTION)

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

Patricia M. Rogers  
P. O. Box 231  
Orangeville, PA 17859

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

Patricia M. Rogers  
P. O. Box 231  
Orangeville, PA 17859

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

Home Consumer Discount Company  
160 West Main Street  
Bloomsburg, PA 17815



SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 15 OF 1988 ISSUED OUT OF  
THE COURT

OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE  
WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND  
BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURT  
HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

April 26, 1988

AT 10:00 O'CLOCK, A.M.

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

TRACT NO. 1: ALL THAT CERTAIN piece and parcel of  
land situate in the Borough of Orangeville, County  
of Columbia, and Commonwealth of Pennsylvania, bounded  
and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street;  
thence by the line of Public School lot, South 33  
degrees, 50 minutes West 82.5 feet to a stone corner;  
thence by line of Public School lot, South 61-1/2  
degrees East 73 feet to a stone corner of lot  
formerly of John C. Smith, now or late of John  
Parsell; thence by said Parsell line, North 34-3/4  
degrees East 80 feet to a stone corner on Pine  
Street; thence by line of said Pine Street, North  
55-1/4 degrees West, 74 feet to a stone corner, the  
place of beginning.

CONTAINING 21.8 square perches of land, more  
or less, and WHEREUPON is erected a two story frame  
dwelling house.

TRACT NO. 2: ALL THAT CERTAIN lot, piece, or parcel  
of land situate in the Township of Fishing Creek,  
County of Columbia, and State of Pennsylvania,  
bounded and described as follows, to-wit:



PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988  
:  
:  
:  
: MORTGAGE FORECLOSURE

AFFIDAVIT OF MAILING OF NOTICE OF ENTRY OF JUDGMENT

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS.

SUSAN TETRICK JAMES, ESQUIRE, being duly sworn according to law, deposes and says that on February 4, 1988, she did mail on behalf of Plaintiff, BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, to PATRICIA M. ROGERS, at P. O. Box 231, Orangeville, Pennsylvania 17859, the last known address of the Defendant, written Notice of the Entry of Judgment filed in the above-captioned matter on February 4, 1988.

SUSAN TETRICK JAMES, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
29 East Main Street  
Bloomsburg, PA 17815-1898  
(717) 784-7367  
Attorney I.D. #49003

Sworn to and Subscribed  
before me this 11th day  
of February, 1988.

Notary Public  
My Commission Expires:



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988  
:  
: MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS


COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

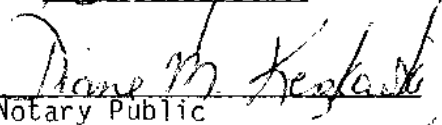
COUNTY OF COLUMBIA

:

I, DANIEL L. KLINE, Assistant Vice President of BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, being duly sworn according to law, depose and say that I did, investigate the status of PATRICIA M. ROGERS, single, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. I aver that PATRICIA M. ROGERS, single, is not now, nor was she 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.



Sworn to and Subscribed  
before me this 11th day  
of February, 1988.

  
Notary Public

My Commission Expires: 4-23-90

DIANE M. KESTROWSKI, Notary Public  
Bloomsburg, Luzerne Co., Pa.  
My Comm. Expires 4/23/90



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 4- OF 1988  
:  
:  
: MORTGAGE FORECLOSURE

NOTICE

Pursuant to Rule 236, you are hereby notified that a JUDGMENT  
BY DEFAULT has been entered in the above proceeding.

  
\_\_\_\_\_  
PROTHONOTARY

FEB 4 4 04 PM '88



BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	NO. 46 OF 1988
	:	
PATRICIA M. ROGERS,	:	
Defendant.	:	MORTGAGE FORECLOSURE

PRAECIPE FOR ENTRY OF JUDGMENT

TO: THE PROTHONOTARY:

Please enter judgment in favor of the Plaintiff, BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, and against the Defendant, PATRICIA M. ROGERS, single. Twenty (20) days have elapsed since the date of service upon her of the Complaint by the Sheriff of Columbia County, and no appearance has been filed by her. You are further requested to assess damages against the Defendants as follows:

a. Principal indebtedness:	\$20,352.56
b. Unpaid interest from May 22, 1987, to December 22, 1987:	1,543.39
c. Unpaid hazard insurance:	142.00
d. Life insurance on the Mortgage amount:	23.04
e. 1986 Taxes, including penalty (as of January 31, 1988):	285.53
f. Late fees:	369.94
g. Interest on principal indebtedness of \$7.35 per day from December 22, 1987:	654.15
h. Attorney's commission of 10% of principal indebtedness:	<u>2,035.26</u>

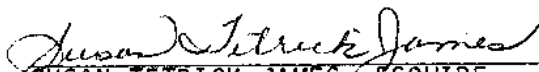
TOTAL DELINQUENT AMOUNT: \$25,405.87

82 4 TO 7 62




Judgment is also entered for all costs of suit and any money hereafter expended by Plaintiff in payment of taxes, sewer and water rents, claims of charges for insurance or repairs, and any and all other expenses hereafter paid by Plaintiff up to the date of judicial sale pursuant to the rights and privileges granted it under the terms of its Mortgage.

LAW OFFICES  
HUMMEL, JAMES & MIHALIK

  
SUSAN TETRICK JAMES, ESQUIRE  
Attorney for Plaintiff  
29 East Main Street  
Bloomsburg, PA 17815-1898  
(717) 784-7367  
Attorney I. D. #49003

ENTRY OF JUDGMENT

AND NOW, this 4<sup>th</sup> day of February, 1988,  
judgment is entered in favor of the Plaintiff and against the  
Defendant and damages are assessed in the amount of Twenty-Five  
Thousand Four Hundred Five Dollars and Eighty-Seven Cents (\$25,405.87)  
plus costs as aforesaid.

  
PROTHONOTARY



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988  
:  
:  
: MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 15 of 1988, issued out of the Court of Common Pleas of Columbia County, Civil Division, to be 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 April 26, 1988, at 10:00 o'clock, A.M. in the forenoon of said day, all the right, title, and interest of the Defendants in and to:

TRACT NO. 1: ALL THAT CERTAIN piece and parcel of Land situate in the Borough of Orangeville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street; thence by the line of Public School lot, South 33 degrees, 50 minutes West 82.5 feet to a stone corner; thence by line of Public School lot, South 61-1/2 degrees East 73 feet to a stone corner of lot formerly of John C. Smith, now or late of John Parsell; thence by said Parsell line, North 34-3/4 degrees East 80 feet to a stone corner on Pine Street; thence by line of said Pine Street, North 55-1/4 degrees West, 74 feet to a stone corner, the place of beginning.

CONTAINING 21.8 square perches of land, more or less, and WHEREUPON is erected a two story frame dwelling house.

TRACT NO. 2: ALL THAT CERTAIN lot, piece, or parcel of land situate in the Township of Fishing Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:



BLOOMSBURG BANK-COLUMBIA  
TRUST COMPANY,  
Plaintiff,

VS.

PATRICIA M. ROGERS,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - LAW  
: NO. 40 OF 1988

:  
: MORTGAGE FORECLOSURE

#14-1988

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180-3183 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.

a. Principal indebtedness:	\$20,352.56
b. Unpaid interest from May 22, 1987, to December 22, 1987:	1,543.39
c. Unpaid hazard insurance:	142.00
d. Life insurance on the Mortgage amount:	23.04
e. 1986 Taxes, including penalty (as of Jan. 31, 1988):	285.53
f. Late fees:	369.94
g. Interest on principal indebtedness of \$7.35 per day from December 22, 1987:	654.15



h. Attorney's commission of 10% of principal  
indebtedness:

2,035.26

as endorsed. TOTAL DELINQUENT AMOUNT, plus costs

\$25,405.87

Jami B. Kline

Prothonotary, Court of Common  
Pleas of Columbia County,  
Pennsylvania

DATED: FEB 11 1988  
(SEAL)

BY:

Betty Stout  
~~Betty Stout~~



PATRICIA M. ROGERS

LEGAL DESCRIPTION

TRACT NO. 1: ALL THAT CERTAIN piece and parcel of land situate in the Borough of Orangeville, County of Columbia, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone corner on Pine Street; thence by the line of Public School lot, South 33 degrees, 50 minutes West 82.5 feet to a stone corner; thence by line of Public School lot, South 61-1/2 degrees East 73 feet to a stone corner of lot formerly of John C. Smith, now or late of John Parsell; thence by said Parsell line, North 34-3/4 degrees East 80 feet to a stone corner on Pine Street; thence by line of said Pine Street, North 55-1/4 degrees West, 74 feet to a stone corner, the place of beginning.

CONTAINING 21.8 square perches of land, more or less, and WHEREUPON is erected a two story frame dwelling house.

TRACT NO. 2: ALL THAT CERTAIN lot, piece, or parcel of land situate in the Township of Fishing Creek, County of Columbia, and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the common dividing line between the lot herein conveyed designated as Lot No. 11 and the adjoining lot designated as Lot No. 10 of "Earnest Roberts Lots" (Jonestown) Fishing Creek Township, Columbia County, Pennsylvania, as laid out in draft of J. O. Timbrell, R. E., April 3, 1957; said point also being in the Southerly line of a 15 foot private road, reserved for the use of those concerned, of the said Earnest Roberts; thence along the Southerly line of said private road, North 42 degrees 48 minutes East 75 feet to a corner, in the common dividing line between Lots No. 11 and 12; thence along said common dividing line South 47 degrees 12 minutes East 130 feet to a corner in Huntington Creek; thence down said creek South 42 degrees 48 minutes West 75 feet to a corner in Huntington Creek in the common dividing line between Lots No. 10 and 11 aforesaid; thence North 47 degrees 12 minutes West 130 feet to a corner in the private road aforesaid, being Lot No. 11 of the Earnest Roberts Lots aforesaid together with the right to use in common with others the 15 foot private road aforesaid, as a means of ingress and egress from the aforesaid lot.



BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - LAW
VS.	:	NO. 40 OF 1988
	:	
PATRICIA M. ROGERS,	:	
Defendant.	:	MORTGAGE FORECLOSURE

### 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 LEGAL RIGHTS TO PREVENT YOUR PROPERTY FROM BEING TAKEN. A LAWYER CAN ADVISE YOU MORE SPECIFICALLY OF THESE RIGHTS. IF YOU WISH TO EXERCISE YOUR RIGHTS, YOU MUST ACT PROMPTLY.

THE LAW PROVIDES THAT YOU MAY HAVE THE RIGHT TO PREVENT OR DELAY THE SHERIFF'S SALE BY FILING, BEFORE THE 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, 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 OR WHETHER THE PLAINTIFF HAS A VALID CLAIM TO FORECLOSURE 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 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 OR CANNOT AFFORD A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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