

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

September 20, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. AND THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

Leon Haller
1719 North Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed a check for \$146.79. This check represents the monies you paid to Connie Gingher, tax collector in Berwick prior to disbursement of the proceeds to the above named sheriff sale.

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

Sincerely,

A handwritten signature in cursive script, reading "Susan S. Beaver", is written over the typed name.

Susan S. Beaver
Deputy Sheriff

SSB

Encl.
check #4191

xc:file

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

June 28, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 1255 of 1987 J.D.
No. 16 of 1988 E.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

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

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

Sincerely,

A handwritten signature in cursive script, reading "Susan S. Beaver".

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date April 8, 19 88

OWNER OR REPUTED OWNER

Gross, Robert L. & Theresa M.
Owner since 10/84
Former Owner Midway, Iram

DESCRIPTION OF PROPERTY

225-227 Hughes St., Berwick, Pa.

PARCEL NUMBER

04.3-4-9

Berwick Borough

Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 19 87.

Requested by: John Adler, Sheriff

COLUMBIA COUNTY TAX CLAIM BUREAU

FE - \$5.00

EE - \$2.00

Sherriff
File
Apr. 26, 1988
27/88
D. Long

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

June 24, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

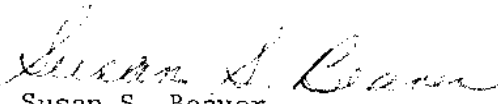
Susan T. James
29 E. Main Street
Bloomsburg, PA 17815

Dear Susan:

Please find enclosed a check for \$30.00 for solicitor services for the above named sheriff sale that was held in our office recently.

Your help and cooperation in this matter is greatly appreciated.

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

June 24, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

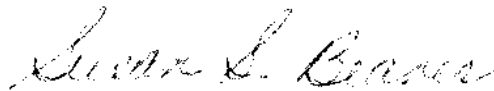
Connie K. Gingher
120 R. E. 3rd Street
Berwick, PA 18603

Dear Connie:

Please find enclosed a check for \$146.79 for taxes due on the above named sheriff sale held in our office recently. The new owners are Lomas & Nettleton Company whose address is 1719 N. Front Street, Harrisburg, Pa. 17102-2392.

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

June 24, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

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

Dear Chris:

Please find enclosed a check for \$643.77 for the sewer rental on the above named sheriff sale held in our office recently. The new owners are Lomas & Nettleton Company, whose address is 1719 N. Front St., Harrisburg, PA 17102-2392.

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

Sincerely,

A handwritten signature in cursive script, reading "Susan S. Beaver".

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

June 24, 1988

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.


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

Dear Sir:

Please find enclosed a check for \$198.65 for advertising the above named sheriff sale in the paper.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

2. ☐ **Restricted Delivery**

Camfield Town, Ill. Co
1st W. Broad St
Jefferson Pa

Type of Service

Registered ☒ Insured ☒
 Certified ☒ EOD ☒
 Express Mail ☒

Always contain a return or address on
envelope and DATE DELIVERED

3. Addressee's Address ONLY
 (printed and printed)

PROPERTY RETURN RECEIPT[illegible]

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

THE NEW YORK PUBLIC LIBRARY

SHERIFF'S SALE

Distribution Sheet

LOMAS & NETTLETON COMPANY

VS. ROBERT L. & THERESA M. GROSS

NO. 1255 of 1987 JD

NO. 16 of 1988 ED

DATE OF SALE: May 5, 1988

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) May 5, 1988 and (time) 11:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to LOMAS & NETTLETON COMPANY

for the price or sum of One thousand three hundred ninety two and 66/100 plus \$62.00 PoundDollars.

LOMAS & NETTLETON COMPANY 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	\$ 3100.00	
Poundage	62.00	
Transfer Taxes		
Total Needed to Purchase		\$ 1454.66
Amount Paid Down		500.00
Balance Needed to Purchase		954.66

EXPENSES:

Columbia County Sheriff - Costs	\$ 251.20	
Poundage	62.00	\$ 313.20
Newspaper		198.65
Printing		37.25
Solicitor		30.00
Columbia County Prothonotary		25.00
Columbia County Recorder of Deeds -	Deed copy work	25.00
	Realty transfer taxes	
	State stamps	
Tax Collector (BERWICK 1988)		146.79
Columbia County Tax Assessment Office		
State Treasurer		30.00
Other: SEWER RENTAL		643.77
TAX CLAIM BUREAU		5.00

TOTAL EXPENSES: \$ 1454.66

Total Needed to Purchase	\$ 1454.66
Less Expenses	
Net to First Lien Holder	
Plus Deposit	500.00
TOTAL TO FIRST LIEN HOLDER	\$ 954.66

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

LOMAS & NETTLETON COMPANY

VS

ROBERT L. & THERESA M. GROSS

NO. 16 of 1988

E.D.

NO. 1255 of 1987

J.D.

DATE OF SALE: May 5, 1988

BID PRICE (INCLUDES COSTS)

\$ 2100.00

POUNDAGE 2% BID PRICE

\$ 42.00

TRANSFER TAX 2% BID PRICE

\$ 84.00

MISC. COSTS

\$ 0.00

TOTAL NEEDED TO PURCHASE

\$ 3106.00

PURCHASER(S) : Lomas & Nettleton Company

ADDRESS : _____

NAME(S) ON DEED: Robert L. & Theresa M. Gross

PURCHASER(S) SIGNATURE(S) : Michael R. Gross

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 1454.56

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$ 0.00

AMOUNT DUE IN
EIGHT DAYS \$ 954.56

SHERIFF'S SALE - COSTS SHEET

LOMAS & NETTLETON COMPANY

VS.

ROBERT L. & THERESA M. GROSS

NO. 16 of 1988

E.D.

NO. 1255 of 1987

J.D.

DATE OF SALE

May 5, 1988

DOCKET & LEVY

\$ 14.00

SERVICE

110.50

MAILING

16.70

ADVERTISING, SALE BILLS & NEWSPAPERS

18.00

POSTING HANDBILLS

14.00

MILEAGE

45.00

CRYING/ADJOURN OF SALE

14.00

SHERIFF'S DEED

10.00

DISTRIBUTION

9.00

OTHER

TOTAL \$ 251.20

PRESS-ENTERPRISE, INC.

\$ 198.65

HENRIE PRINTING

37.25

SOLICITOR'S SERVICES

30.00

TOTAL \$ 265.90

PROTHONOTARY:

LIENS LIST

\$ 20.00

DEED NOTARIZATION

5.00

OTHER

TOTAL \$ 25.00

RECORDER OF DEEDS:

COPYWORK

\$ 6.50

DEED

13.50

OTHER

5.00

TOTAL \$ 25.00

REAL ESTATE TAXES:

BOROUGH/TWP. & COUNTY TAXES, 1988

\$ 146.79

SCHOOL TAXES, DISTRICT

DELINQUENT TAXES, 19__, 19__, 19__, 19__

TOTAL \$ 146.79

MUNICIPAL RENTS:

SEWER - MUNICIPALITY

BERWICK

19 87

& 88

\$ 643.77

WATER - MUNICIPALITY

19__

TOTAL \$ 643.77

SURCHARGE FEE: (STATE TREASURER)

TOTAL \$ 30.00

MISCELLANEOUS:

TAX CLAIM BUREAU

\$ 5.00

TOTAL \$ 5.00

TOTAL COSTS \$ 1,392.66

LIST OF LIENS
VERSUS

ROBERT L. & THERESA M. GROSS

Court of Common Pleas of Columbia County, Pennsylvania.

The Lomas & Nettleton Company
versus
Robert L. and Theresa M. Gross

No. 1255 of Term, 1987
Real Debt \$32,211.01
Interest from
Commission
Costs
Judgment entered
Date of Lien February 26, 1988
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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

Phone: 717-784-1991

Extension 42

P. O. Box 380, BLOOMSBURG, PA. 17815

April 18

19 88

John R. Adler, Sheriff

TO REGISTER AND RECORDER OF COLUMBIA COUNTY, PENNA. DR
COURT HOUSE

All fees belong to the County and must be paid in advance

Copywork, RE: Robert L. and Theresa M. Gross,

\$6. 50

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

Robert L. and Theresa M. Gross.

and find as follows:

See photostatic copies 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 RIDER ATTACHED
MORTGAGE

This form is used in connection
with mortgages insured under the
one- to four-family provisions of
the National Housing Act.

THIS INDENTURE, made and entered into this 28th day of September, 1984,
by and between
ROBERT L. GROSS AND THERESA M. GROSS
(hereinafter
whether one or more, with their heirs, executors, administrators, and assigns, called the Mortgagor), and
THE LOMAS & NETTLETON COMPANY

, a corporation organized
and existing under the laws of the State of Connecticut
and having its principal office and post office address in New Haven, Connecticut
(hereinafter with its successors and assigns called the Mortgagee),

WITNESSETH, that to secure the payment of
TWENTY-EIGHT THOUSAND ONE HUNDRED AND 00/100 Dollars (\$ 28,100.00),

with interest from date, at the rate of THIRTEEN per centum (13.00%) per annum on the
unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of
The Lomas & Nettleton Company
Philadelphia, PA
in
monthly installments of THREE HUNDRED TEN AND 85/100 Dollars
(\$ 310.85), commencing on the first day of November, 1984, and on
the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of
principal and interest, if not sooner paid, shall be due and payable on the first day of October
2014, and also to secure the performance of all covenants and agreements herein contained, the Mortgagor does by
these presents bargain, sell, give, grant, and convey to the Mortgagee, ALL the following-described real estate
situate in the Township of Berwick
County of Columbia, and Commonwealth of Pennsylvania; to wit:

SEE ATTACHED DESCRIPTION

ALL THAT certain lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to lots 19 and 21; thence, in a westerly direction along the dividing line between lots 19 and 21 a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street a distance of fifty (50) feet to a point common to lots 21 and 23; thence, in an easterly direction along the dividing line between lots 21 and 23 a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street a distance of Fifty (50) feet to the place of beginning.

Being Lot No. 21 in the plot or plan of lots in the allotment of Edwards W. Hughes of the Noroica Jackson Plot, said plot or plan being duly recorded at Bloomsburg, Pennsylvania in Miscellaneous Book 7, Page 153. Together with the two and a half story frame dwelling erected thereon.

BEING the same premises which the Estate of Clara C. Hidlay by Indenture bearing date the day of A.D., 1984, and intended to be forthwith recorded at Columbia County, granted and conveyed unto Robert L. Gross and Theresa M. Gross, his wife, as tenants by entireties.

THIS MORTGAGE IS intended to be a purchase money Mortgage under provisions of the LIEN PRIORITY LAW as amended.

AND

TOGETHER with all and singular the Buildings and Improvements on said premises, as well as all alterations, additions or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter installed in or upon said premises, Streets, Alleys, Passages, Ways, Waters, Water Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof:

TO HAVE AND TO HOLD said Real Estate and Property, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgagee to and for the only proper use and behoof of said Mortgagee forever:

THIS INDENTURE IS MADE, however, subject to the following covenants, conditions, and agreements and the Mortgagee covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That in order more fully to protect the security of this mortgage, the Mortgagor, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this mortgage and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereunder; or

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby, and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "late charge" not to exceed four cents (4¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That the Mortgagor will keep the improvements now existing or hereafter erected on the premises covered hereby, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That the Mortgagor will not suffer any lien superior to the lien hereby created to attach to or to be enforced against the premises covered hereby, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and tear excepted.

6. That the Mortgagor will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and that he will promptly deliver the official receipts therefor to the Mortgagee, and in default thereof the Mortgagee shall have the right to pay same. The Mortgagee shall have the right to make any payment which the Mortgagor should have made, and the Mortgagee may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs, paid by the Mortgagee pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when such sums are paid.

7. That in the event the said premises or any part thereof shall be taken or condemned for public or quasi-public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Mortgagor are hereby assigned to the Mortgagee to the extent of any indebtedness that remains unpaid, the Mortgagor, having the right to appeal said award to the courts of competent jurisdiction.

8. That if the Mortgagor shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Mortgagee, such repairs may be made at the expense of the Mortgagee, and the cost thereof, with interest at the same rate as the principal debt shall be added to and made a part of the principal debt secured hereby.

9. That if at any time, a Writ of Fieri Facias or other execution is properly issued upon a judgment obtained upon said note, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz: five per centum (5 %) of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to him by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or property whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process.

10. That should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of the mortgage, declining to insure said mortgage and note, being deemed conclusive proof of such ineligibility), the holder of the aforesaid mortgage and note, its successors or assigns may, at its option, declare the mortgage and note in default and all sums secured hereby immediately due and payable.

AND PROVIDED ALSO, that when as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment hereinabove provided for, or in the keeping and performance by the Mortgagor of any of the terms, conditions or covenants of the mortgage or the note secured hereby, it shall and may be lawful for said Mortgagee forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Scire Facias, or to institute other foreclosure proceedings upon this mortgage, and to proceed to judgment and execution for recovery of said principal debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or insurance premiums as aforesaid, and all other recoverable sums, together with an attorney's commission for collection, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. The Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under the laws now in effect or hereafter passed to relieve the Mortgagor in any manner, or to reduce the amount of the note to any greater extent than the amount actually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said note or upon this mortgage.

BUT PROVIDED ALWAYS, that if said Mortgagor does pay or cause to be paid to the said Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned together with interest and all sums advanced for payment of any ground rents, taxes, water rents, amounts due under any prior lien, charges, claims or insurance premiums as aforesaid, this Indenture, and the estate hereby granted shall cease and become void, anything hereinbefore contained 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.

870 880-888

MORTGAGE RIDER

This Rider, dated the 28th day of September, 19 84, amends the Mortgage of even date by and between Robert L. Gross and Theresa M. Gross, the Mortgagor and THE LOMAS & NETTLETON COMPANY, the Mortgagee, as follows:

1. Subsection (a) of Paragraph 2, (I)(II) is deleted.
2. Subsection (c) (I) of Paragraph 2 is deleted.
3. In the third sentence of Paragraph 3, the words " all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and " are deleted.
4. The fourth sentence of Paragraph 3 is amended by insertion of a period after "... then remaining unpaid under said Note " and deletion of the remainder of the sentence.
5. Paragraph 10 is amended by the addition of the following:

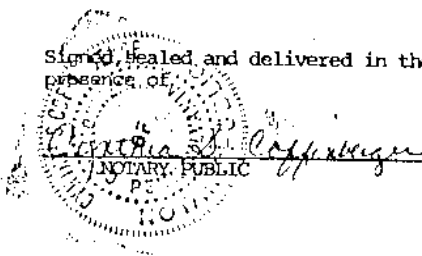
"This option may now be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development. "

IN WITNESS WHEREOF, Robert L. Gross and Theresa M. Gross has set his hand and seal the day and year first aforesaid.

Robert L. Gross (SEAL)
ROBERT L. GROSS

Theresa M. Gross (SEAL)
THERESA M. GROSS

Signed, sealed and delivered in the presence of:



PENNSYLVANIA

IN WITNESS WHEREOF, the said Mortgagor(s) to these Presents has hereunto set their hand(s) and seal(s).
Dated the day and year first hereinabove written.
Signed, Sealed, and Delivered in the Presence of -

Robert L. Gross [SEAL]
ROBERT L. GROSS

Theresa M. Gross [SEAL]
THERESA M. GROSS

CERTIFICATE OF RESIDENCE

I, the subscriber

, do hereby

certify that the correct address of the within-named Mortgagee is 1600 Market Street
Philadelphia, PA 19103

Witness my hand this

day of

19 84

COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF Columbia) ss:

On this 20th day of September, A.D. 1984, before me, the subscriber
A Notary Public for the Commonwealth of Pennsylvania in and for the County of Columbia
came the above-named

ROBERT L. GROSS AND THERESA M. GROSS

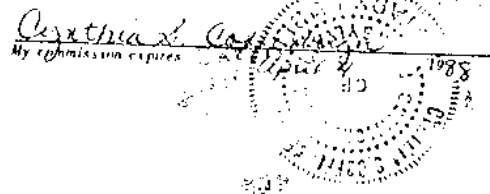
acknowledged the within indenture of Mortgage to be
same to be recorded as such.

their

and
act and deed, and desired the

WITNESS my hand and seal, the day and year aforesaid.

Reorder Please Note
This instrument to be returned to
The Lomas & Nettleton Company
1600 Market St.
Phila., Pa. 19103-7299



Recorded in Columbia County
Record Bk 338 pg 486
October 4, 1984 1:19pm

Beverly J. Michael
Rebecca M. Schmit
Dep

L & N# 02-37-81975

COMMONWEALTH

OF

PENNSYLVANIA

LOAN No. 441-314583-8-203

Mortgage

ROBERT L. GROSS, ET, UX
TO

THE LOMAS & NETTLETON COMPANY
PREMISES: 225-227 High Street
Berwick, PA 18603

COMMONWEALTH
OF PENNSYLVANIA,

COUNTY OF

RECORDED on this

of

the Recorder's Office of said County, in

Mortgage Book, Vol. , Page

Given under my hand and seal of the
said office, the day and year aforesaid.

Recorder

MORTGAGE

THIS MORTGAGE is made this 22nd day of October
19 86, between the Mortgagor(s) Theresa M. Gross and Robert I. Gross
225-227 Hughes St., Berwick, PA 18603
(herein "Borrower"),
and the Mortgagee, Finance One Consumer Discount Co.
118 North Market St. Berwick, PA 18603
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 5280.00
which indebtedness is evidenced by Borrower's note dated Oct. 22, 1986
and extensions and renewals thereof (herein "Note"), the terms of said Note being incorporated herein by
reference, with the balance of the indebtedness, if not sooner paid, due and payable on
October 29, 1990;

TO SECURE to Lender 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, Borrower does
hereby grant, bargain, mortgage and confirm to Lender the following described property located in the County
of Columbia, State of Pennsylvania:

which has the address of 225-227 Hughes St., Berwick, PA 18603
(Street) (City)
Pennsylvania, 18603 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant,
bargain, mortgage and confirm the Property, and that the Property is unencumbered, except for encumbrances
of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against
all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest
indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Taxes, Assessments, and Charges.** Borrower shall pay or cause to be paid all taxes, assessments and other
charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and
leasehold payments or ground rents, if any.
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under
the Note and Paragraph 1 hereof shall be applied by Lender first to late charges, if any, then to interest payable
on the Note, and then the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations
under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage,
including Borrower's covenants to make payments when due.

This Deed,

Made the 31st day of August in the year of our Lord one thousand nine hundred and eighty-four (1984)

Between JOY LANDMESSER, Executrix of the last Will and Testament of CLARA C. HIDLAY, late of Berwick, Columbia County, Pennsylvania and HAROLD HIDLAY and ELIZABETH F. HIDLAY, his wife, both of Newark, Delaware, GRANTORS

AND

ROBERT L. GROSS and THERESA M. GROSS, his wife, both of Nescopeck, Luzerne County, Pennsylvania. GRANTEES

THE BERWICK AREA SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX

Amount \$280.00 Paid 10-4-84

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

PAID
TAXES
280.00

Witnesseth, that in consideration of Twenty-eight thousand and 00/100 (\$28,000) - - - - - Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns,

ALL THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to Lots 19 and 21; thence, in a westerly direction along the dividing line between Lots 19 and 21, a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street, a distance of fifty (50) feet to a point common to Lots 21 and 23; thence in an easterly direction along the dividing line between Lots 21 and 23, a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street, a distance of fifty (50) feet to the place of beginning. Being Lot No. 21 in the plot or plan of lots in the allotment of Edward W. Hughes of the Harbica Jackson Plot, said plot or plan being fully recorded at the Recorder's Office, Bloomsburg, Pennsylvania in Miscellaneous Book No. 7, page 153. Together with the two and a half story frame double dwelling erected thereon.

AND, BEING THE SAME PREMISES conveyed to Irene B. Hidlay and Lydia M. Hidlay, his wife, by deed of Edward W. Hughes, Executor of the Estate of W. Frank Hughes and Edward W. Hughes, Individually. The said Lydia M. Hidlay being deceased leaving Irene B. Hidlay sole ownership by survivorship and subsequently Irene B. Hidlay become deceased and by his will transferred a 1/2 interest in the property to Clara Hidlay Estate and 1/2 to Harold Hidlay.

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BOOK 377 PAGE 504

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.

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 insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if the 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.

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 demolition, 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 and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. 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.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing 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, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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. 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.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. 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 delivering it or by mailing such notice by certified mail addressed to Borrower at the Borrower's address stated herein 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 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.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. 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 this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

Recorded in Columbia County Record Book 377, Page 503, October 30, 1986 @ 10:25 A.M. *Brenda K. Harvey, Notary Public*

16. 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 encumbrances 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, after notice of intention to foreclose and opportunity to cure as provided by law, 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 sum 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 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligation under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 17 hereof.

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

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and 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 attorneys' fees, and costs of abstracts, title reports, and documentary evidence.

18. 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 17 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 17 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 the 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 attorneys' 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.

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

20. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law.

21. Waiver of Exemptions. To the extent permitted by law, Borrower hereby waives and transfers to Lender any exemption rights permitted under applicable state or federal law.

22. Lender's Call Option. Notwithstanding any provision to the contrary contained in the Note, Borrower hereby covenants and agrees that the Lender shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than N/A () years from the date of the Note, except that Lender, if it exercises such call option, shall send Borrower written notice thereof at least ninety (90) days prior to such accelerated loan maturity date. The written notice to Borrower from Lender will set forth therein the Lender's accelerated maturity date for the loan. Prepayment in full of the loan as a direct result of Lender's exercise of its aforesaid call option shall not be subject to any prepayment penalty otherwise applicable under the provisions of the Note. If the space provided above in this Paragraph 22 is marked "N/A", Lender does not reserve a call option.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on Page One of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

[Signature] *Theresa M. Gross*
Witness Borrower
[Signature] *Robert S. Gross*
Witness Borrower

I hereby certify that the address of the Lender (Mortgagee) in the foregoing Mortgage is _____

On behalf of the Lender: By: _____ Title: _____

COMMONWEALTH OF PENNSYLVANIA, Columbia

On this, the 22nd day of October, 19 86, before me
Brenda K. Harvey, Notary Public the undersigned officer, personally
appeared Theresa M. Gross and Robert L. Gross
known to me (or satisfactorily proven) to be the person whose names are
subscribed to the within instrument and acknowledged that they
executed the same for the purpose therein contained.

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

My Commission Expires:

BRENDA K. HARVEY, Notary Public
Berwick, Columbia County, Pa.

My Commission Expires April 21, 1990



RECD BY RECORDER
COLUMBIA CO., PA.
530
TAX 50
FEE 12
OCT 30 10 25 AM '86

MORTGAGE

THIS MORTGAGE, entered into this 23rd day of APRIL, 1987, between ROBERT L. GROSS and THERESA M. GROSS, Husband and Wife hereafter called "Mortgagors", and

- ☒ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,
☐ BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, a Delaware corporation qualified to do business in Pennsylvania,

having an office and place of business at 66 West Broad Street, Hazleton, Pennsylvania, hereafter called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagors of a promissory Note or Loan Agreement (hereafter called "Note/Agreement") of even date herewith, in the

☒ Total of Payments of \$ 4860.00

or
☐ Actual Amount of Loan of \$ _____, together with interest on unpaid balances of Actual Amount of Loan from time to time outstanding,

and any renewal, refinancing or extension of the Note/Agreement and any and all loans or advances that may be made by Mortgagee to Mortgagor thereafter from time to time and evidenced by the Note/Agreement and all other obligations of Mortgagors under the terms and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, all the following described real estate, hereafter referred to as the "Property", situated in the

~~XXXX~~ (Borough) of Berwick, County of Columbia, Commonwealth of Pennsylvania, described as follows:

~~XXXXXX~~ (Insert legal description of mortgaged premises)

Municipal Tax Lot _____, Block _____.

Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this County in Deed Book No. 338, Page 482, as the Property described in that Deed.

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 to the Property.

☒ If this box is checked, this Mortgage is subject to a prior mortgage dated September 28, 1984, executed by Mortgagors to Loomis and Nettleton as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$28,100.00. That prior mortgage was recorded on October 6, 1984, with the Recorder of the County of Columbia, Pennsylvania, in Book 338, Page 486.

TO HAVE AND TO HOLD the Property 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 will make all payments on the due date thereof and perform all other obligations as required or provided herein and in the Note/Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof and will deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties and costs, the amounts so paid may be added to the unpaid balance of the Actual Amount of Loan or Total of Payments secured by this Mortgage.
3. Mortgagors will keep the improvements on the 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.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the same in good order and repair.
5. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.
6. In the event that Mortgagors default in the making of any payment due and payable under the Note/Agreement, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Note/Agreement, subject to compliance with Act No. 6 of 1974 and Act No. 91 of 1983, Mortgagee may forthwith bring an Action of Mortgage Foreclosure upon this Mortgage, and may proceed to judgment and execution to recover the unpaid balance of the Actual Amount of Loan plus accrued but unpaid interest or the unpaid balance of the Total of Payments less the refund of discounted interest, including attorney fees of 15% of that balance, costs of suit and costs of sale.
7. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once, without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply the balance, if any, against the indebtedness secured by this Mortgage.

BOOK 387 PAGE 483

ALL THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to Lots 19 and 21; thence, in a westerly direction along the dividing line between Lots 19 and 21, a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street, a distance of fifty (50) feet to a point common to Lots 21 and 23; thence in an easterly direction along the dividing line between Lots 21 and 23, a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street, a distance of fifty (50) feet to the place of beginning. Being Lot No. 21 in the plot or plan of lots in the allotment of Edward W. Hughes of the Norbica Jackson Plot, said plot or plan being fully recorded at the Recorder's Office, Bloomsburg, Pennsylvania in Miscellaneous Book No. 7, page 153. Together with the two and a half story frame double dwelling erected thereon.

AND, BEING THE SAME PREMISES conveyed to Irem B. Hiday and Lydia M. Hiday, his wife, by deed of Edward W. Hughes, Executor of the Estate of W. Frank Hughes and Edward W. Hughes, individually. The said Lydia M. Hiday being deceased leaving Irem B. Hiday sole ownership by survivorship and subsequently Irem B. Hiday became deceased and by his will transferred a 1/2 interest in the property to Clara Hiday Estate and 1/2 to Harold Hiday.

8. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the Actual Amount of Loan plus interest or the Total of Payments minus unearned discounted interest immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee, including, if required, an increase in the rate of interest payable under the Note/Agreement.
9. Mortgagors, and each of them in this Mortgage, 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, which (1) limit the unpaid principal balance due under the Note/Agreement to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale of the Property in any judicial proceedings upon the Note/Agreement or upon this Mortgage; (2) exempt the Property 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 (3) provide for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Note/Agreement, 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 the Note/Agreement of even date between Mortgagors and Mortgagee.

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Robert J. Gross (SEAL)
Theresa M. Gross (SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LUZERNE) ss. :

On this 23rd day of April, 1987, before me, a Notary Public, came the above named ROBERT J. AND THERESA M. GROSS Mortgagor(s), and acknowledged the within indenture of Mortgage to be _____ 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 _____

[Signature]
Notary Public of Pennsylvania

My Commission Expires February 19, 1990.

CERTIFICATE OF RESIDENCE

I, MARIE T. MARUSAK of BENEFICIAL CONSUMER DISCOUNT COMPANY
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of the Mortgagee is 44 West Broad Street, Hazleton, Pennsylvania.

Witness my hand, this 23 day of April, 1987.

[Signature]
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA
MORTGAGE
GROSS, ROBERT L.
THERESA M.
(Name of Mortgagors)

X BENEFICIAL CONSUMER DISCOUNT COMPANY
BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA
Mortgagee
44 West Broad Street
Hazleton, Pa. 18201
Address

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia ss. :
11:22 AM

RECORDED on this 29th day of April, 1987,
in the office for Recording of Deeds of this County, in
Book No. 3827 Page 123
[Signature] RECORDER
APR 29 11 22 AM '87
TAX FEE 13.00
651
REC'D BY RECORDER
COLUMBIA CO., PA.

TAX NOTICE

BERWICK BOROUGH

TAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M A GROSS, ROBERT L. & THERESA W.
I L 225 HUGHES ST
T O BERWICK, PA 18603

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

FOR COLUMBIA COUNTY

COUNTY R.E.
TWP/30RD R.E.
FIRE
LIGHTS

2330

25.00
30.00
3.00
5.00

57.08
68.50
6.85
11.42

58.25
69.90
6.99
11.65

64.03
73.40
7.34
12.23

THE DISCOUNT & THE PENALTY
HAVE BEEN COMPUTED
FOR YOUR CONVENIENCE

**PAY THIS
AMOUNT**



143.85
APR 30
IF PAID ON
OR BEFORE

146.79
JUN 30
IF PAID ON
OR BEFORE

157.05
JULY 1
IF PAID
AFTER

PENALTY A TPROPERTY DESCRIPTION

COUNTY 10% TWP/30RD 5%

ACCT NO. 16009

PARCEL 34-3-4-9

225-227 HUGHES ST

L-50X109

BUILDINGS

140
2,190

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 2,330

DATE

03/01/88

BILL NO

01772

THIS TAX RETURNED
TO COURT HOUSE
JANUARY 27, 1989

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 2/11/88
DOCKET AND INDEX 2/11/88
SET FILE FOLDER UP 2/11/88
CHECK FOR PROPER INFO
✓ WRIT OF EXECUTION 2/11/88
✓ COPY OF DESCRIPTION 2/11/88
✓ WHEREABOUTS OF LAST KNOWN ADDRESS 2/11/88
✓ NON-MILITARY AFFIDAVIT 2/11/88
✓ NOTICES OF SHERIFF'S SALE 2/11/88
✓ WATCHMAN RELEASE FORM 2/11/88
✓ AFFIDAVIT OF LIENS LIST 2/11/88
✓ CHECK FOR \$500.00 -- 2/11/88

* 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 2/11/88
POST ALL DATES ON CALENDAR 2/11/88

- * SET SALE DATE AT LEAST 2 MONTHS 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 2/11/88
* 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 2/11/88
TYPE PROPER INFO ON DESCRIPTION (refer to previous sales) 2/11/88

SERVICE

TYPE CARDS FOR DEFENDANTS 2/11/88
PUT PAPERS TOGETHER FOR DEFENDANTS 2/11/88
* COPY OF WRIT FOR EACH DEFENDANT
* NOTICE OF SHERIFF SALE
* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS 2/11/88
* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECEIPT 2/11/88
* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO _____
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECEIPT FOR LIEN HOLDERS _____

SHERIFF'S SALE OUTLINE CONTSALE BILLS

SEND DESCRIPTION TO PRINTER _____

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. _____

SEND NOTICES TO LOCAL TAX COLLECTORS _____

NOTICES TO WATER AND SEWER AUTH. _____

SEND NOTICES TO FEDERAL AND STATE TAX AUTH _____

IF BUSINESS SEND COPY TO SBA AUTH. _____

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE _____

TAX CLAIM OFFICE _____

TAX ASSESSMENT OFFICE _____

PROTH OFFICE(post on board) _____

POST IN FRONT LOBBY _____

POST IN SHERIFF'S OFFICE _____

SEND COPY TO ATTY _____

POST PROPERTY ACCORDING TO DATE SET _____

SEND RETURN OF POSTING TO ATTY _____

DOCKET ALL COSTS _____

PREPARE COST SHEET 2 DAYS BEFORE SALE _____

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE _____

HOLD SALE _____

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE _____

PAY DISTRIBUTION ACCORDING TO DATE _____

* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT _____

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED _____

WHEN DEED IS RECORDED SEND TO BUYER _____

FILE FOLDER _____

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

THE LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed a copy of the posting for the above named sheriff sale to be held in our office April 26, 1988 at 10:30 A.M. Also enclosed is a copy of the sale bill that was posted on the property.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 16 of 1988

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

March 24, 1988 at 1:24 P.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Robert & Theresa Gross, 225-227 Hughes Street,
Berwick, PA 18603
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
6th day of April, 1988

Tami B. Kline
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania
PROTH. & CLK. OF JUD. COURTS

NOT COMPLETED UNTIL 11:00 A.M. 4/2/88

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

April 6, 1988

THE LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed two certified returns of services on the above named defendants. They were served by the Luzerne County Sheriff's Office, after several attempts to serve them in our county, we were informed they had moved to Luzerne County.

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

Sincerely,

Susan S. Beaver
Susan S. Beaver
Deputy Sheriff

SSB

Encl. (2)

SHERIFF'S RETURN

THE LOMAS & NETTLETON COMPANY

PLAINTIFF

vs.

THERESA M. GROSS

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 16

CD

Term, 19 88 E.D.

WRIT of execution, notice of sheriff sale,
description of property to be sold
ISSUED

NOW, this 23rd day of March 19 88, I, Hon. John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of

Hon. Frank Jagodinski, Luzerne County Sheriff

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is 511 E. 3rd Street, Berwick, PA 18603

PLEASE AFFECT SERVICE AS SOON AS POSSIBLE

AS THE SHERIFF SALE IS SCHEDULED IN OUR
OFFICE ON APRIL 26, 1988 at 10:30 A.M.

Sheriff, Columbia County, Pennsylvania

Enclosed \$26.50 for service.

By

Susan S. Beaver

Deputy Sheriff

AFFIDAVIT OF SERVICE

NOW, MONDAY, MARCH 28, 19 88, at 12:15 O'Clock P M, served the
within WRIT OF EX, NOTICE OF SHERIFF SALE, DESCRIPTION upon THERESA M. GROSS
OF PROPERTY TO BE SOLD.at HER PLACE OF RESIDENCE, 511 EAST 3RD STREET, BERWICK, PA. by handing to
HER PERSONALLY a true and attested copy of the

original and made known to HER the contents thereof.

Sworn and Subscribed before me

So Answers,

this 29TH

day of MARCH 19 88

Prothonotary

Sheriff of LUZERNE COUNTY

BY:

Deputy Sheriff

19, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

SHERIFF'S RETURN

THE LOMAS & NETTLETON COMPANY

PLAINTIFF

vs.

ROBERT L. GROSS

DEFENDANT

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

No. 16

CD

Term, 19 88 E.D.

WRIT of execution, notice of sheriff sale,
description of property to be sold
ISSUED

NOW, this 23rd day of March 19 88, I, Hon. John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of

Hon. Frank Jagodinski, Luzerne County Sheriff

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is 511 E. 3rd St., Berwick, PA 18603

PLEASE AFFECT SERVICE ASAP AS THE SHERIFF SALE

IS SCHEDULED IN OUR OFFICE ON APRIL 26, 1988

AT 10:30 A.M.

Sheriff, Columbia County, Pennsylvania

By Susan S. Beaver Deputy Sheriff

AFFIDAVIT OF SERVICE

NOW, MONDAY, MARCH 28, 19 88, at 12:10 O'Clock P M, served the

within WRIT OF EX. NOTICE OF SHERIFF SALE, DESCRIPTION upon ROBERT L. GROSS

at HIS PLACE OF RESIDENCE, 511 EAST 3RD STREET, BERWICK, PA. by handing to

THERESA M. GROSS, HIS WIFE

a true and attested copy of the original and made known to HER the contents thereof.

Sworn and Subscribed before me

So Answers,

this 29TH

day of MARCH 19 88

Prothonotary

Sheriff

OF LUZERNE COUNTY

BY:

Deputy Sheriff

19, See return endorsed hereon by Sheriff of
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

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

LOMAS & NETTLETON COMPANY VS. ROBERT L. & THERESA M. GROSS

No. 16 of 1988 E.D.
No. 1255 of 1987 J.D.


Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed the certified service returns for the above named sheriff sale to be held in our office on April 26, 1988 at 10:30 A.M. These papers were served on the tenants that live in the property located at 225-227 Hughes Street, Berwick, PA. I had to deputize Luzerne County Sheriff's Office to serve the defendants, Robert L. & Theresa M. Gross, as they moved to Luzerne County.

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. 16 of 1988

WRIT OF EXECUTION

SERVICE ON Kim Nahlovsky, Tenant

ON March 3, 1988 AT 10:15 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, Kim Nahlovsky, Tenant at 225-227 Hughes Street,
Berwick, PA 18603 by handing to her personally,
Tenant in premises.

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 24th day of March, 1988

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

Not Commissioned until March 1, 1988

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 16 of 1988 E.D.

WRIT OF EXECUTION

SERVICE ON Annabelle Follmer

ON March 9, 1988 AT 1:46 P.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Annabelle Follmer, tenant at 225-227 Hughes St.,

Berwick, PA 18603

by handing to her personally

Tenant at the residence.

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

So Answers:

Louise Frantz Tim Chamberlain
Deputy Sheriff

Louise Frantz Tim Chamberlain

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 24th day of March, 1988

Tami B. Kline

by: Dorothy Long

Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

PROFESSIONAL & CIVIL COURTS

MY COMM. EX. TO MON. JAN. 1, 1993

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. 16 of 1988 E.D.

WRIT OF EXECUTION

SERVICE ON Lois Titus

ON March 9, 1988 AT 1:46 P.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Lois Titus, tenant at 225-227 Hughes Street,
Berwick, PA 18603 by handing to her personally

Tenant in premises.

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

So Answers:

Louise Frantz Tim Chamberlain
Deputy Sheriff
Louise Frantz Tim Chamberlain

For:

John R. Adler, Sheriff

Sworn and subscribed before me
this 24th day of March, 1988

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

NOTED & CH. OF 324 COURTS
MAR 10 1988

LAW OFFICES
PURCELL, NISSLEY, KRUG & HALLER
1719 NORTH FRONT STREET
HARRISBURG, PENNSYLVANIA 17102-2392
(717) 234-4178

March 23, 1988

Sheriff's Office of
Columbia County
P. O. Box 380
Bloomsburg, Pa. 17815

Attention: Sue Beaver

Re: Lomas & Nettleton vs. Gross
Civil Action #1255-1987

Dear Sue:

Enclosed is the Relief Order on the above matter. Please
advise as to the sale date.

Thank you.

Very truly yours,


Leon P. Haller

LPH:gws



The Consumer Services Group

140 45 M. A. O'Peka, Manager, PA 17250 104, 701 217, 24185


March 7, 1988

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

Dear Sheriff Adler:

Enclosed, please find the copies which you had requested. This is our proof of lien on the Robert & Theresa Gross property on 225-227 Hughes Street, Berwick.

Sincerely,



Mark A. O'Peka, Mgr.

This Deed,

Made the 31st day of August in the year of our Lord one thousand nine hundred and eighty-four (1984)

Between

JOY LANDMESSER, Executrix of the Last Will and Testament of CLARA C. HIDLAY, late of Berwick, Columbia County, Pennsylvania and HAROLD HIDLAY and ELIZABETH F. HIDLAY, his wife, both of Newark, Delaware, GRANTORS

AND

ROBERT L. GROSS and THERESA M. GROSS, his wife, both of Nescopeck, Luzerne County, Pennsylvania. GRANTEES

THE BERWICK AREA SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX

Amount \$280.00 Paid 10-4-84

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

PLATY
TRANSFER
TAX

OCT-84



280.00

Witnesseth, that in consideration of Twenty-eight thousand and 00/100 (\$28,000) -

in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns, Dollars,

ALL THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to Lots 19 and 21; thence, in a westerly direction along the dividing line between Lots 19 and 21, a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street, a distance of fifty (50) feet to a point common to Lots 21 and 23; thence in an easterly direction along the dividing line between Lots 21 and 23, a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street, a distance of fifty (50) feet to the place of beginning. Being Lot No. 21 in the plot or plan of lots in the allotment of Edward W. Hughes of the Norbica Jackson Plot, said plot or plan being fully recorded at the Recorder's Office, Bloomsburg, Pennsylvania in Miscellaneous Book No. 7, page 153. Together with the two and a half story frame double dwelling erected thereon.

AND, BEING THE SAME PREMISES conveyed to Irem B. Hidlay and Lydia M. Hidlay, his wife, by deed of Edward W. Hughes, Executor of the Estate of W. Frank Hughes and Edward W. Hughes, Individually. The said Lydia M. Hidlay being deceased leaving Irem B. Hidlay sole ownership by survivorship and subsequently Irem B. Hidlay became deceased and by his will transferred a 1/2 interest in the property to Clara Hidlay Estate and 1/2 to Harold Hidlay.

BOOK 338 PAGE 482

BOOK 377 PAGE 504

MORTGAGE

THIS MORTGAGE is made this 22nd day of October
19 86, between the Mortgagor(s) Theresa M. Gross and Robert L. Gross
225-227 Hughes St., Berwick, PA 18603
(herein "Borrower"),
and the Mortgagee, Finance One Consumer Discount Co.,
118 North Market St. Berwick, PA 18603
(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 5280.00
which indebtedness is evidenced by Borrower's note dated Oct. 22, 1986
and extensions and renewals thereof (herein "Note"), the terms of said Note being incorporated herein by
reference, with the balance of the indebtedness, if not sooner paid, due and payable on October 29, 1990;

TO SECURE to Lender 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, Borrower does
hereby grant, bargain, mortgage and confirm to Lender the following described property located in the County
of Columbia, State of Pennsylvania:

which has the address of 225-227 Hughes St., Berwick, PA 18603
(Street) (City)
Pennsylvania, 18603 (herein "Property Address");
(Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances and rents, all of which 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 hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant,
bargain, mortgage and confirm the Property, and that the Property is unencumbered, except for encumbrances
of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against
all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest
indebtedness evidenced by the Note and late charges as provided in the Note.

2. Taxes, Assessments, and Charges. Borrower shall pay or cause to be paid all taxes, assessments and other
charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and
leasehold payments or ground rents, if any.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under
the Note and Paragraph 1 hereof shall be applied by Lender first to late charges, if any, then to interest payable
on the Note, and then the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations
under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage,
including Borrower's covenants to make payments when due.

16. **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 encumbrances 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, after notice of intention to foreclose and opportunity to cure as provided by law, 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 sum 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 16, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligation under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by Paragraph 17 hereof.

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

17. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, after notice of intention to foreclose and opportunity to cure as provided by law, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and 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 attorneys' fees, and costs of abstracts, title reports, and documentary evidence.

18. **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 17 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 17 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 the 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 attorneys' 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.

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

20. **Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the highest rate permitted by law.

21. **Waiver of Exemptions.** To the extent permitted by law, Borrower hereby waives and transfers to Lender any exemption rights permitted under applicable state or federal law.

22. **Lender's Call Option.** Notwithstanding any provision to the contrary contained in the Note, Borrower hereby covenants and agrees that the Lender shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than N/A () years from the date of the Note, except that Lender, if it exercises such call option, shall send Borrower written notice thereof at least ninety (90) days prior to such accelerated loan maturity date. The written notice to Borrower from Lender will set forth therein the Lender's accelerated maturity date for the loan. Prepayment in full of the loan as a direct result of Lender's exercise of its aforesaid call option shall not be subject to any prepayment penalty otherwise applicable under the provisions of the Note. If the space provided above in this Paragraph 22 is marked "N/A", Lender does not reserve a call option.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on Page One of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness

Witness

Borrower

Borrower

I hereby certify that the address of the Lender (Mortgagee) in the foregoing Mortgage is _____

On behalf of the Lender: By: _____ Title: _____

COMMONWEALTH OF PENNSYLVANIA, Columbia

On this, the 22nd day of October, 19 86, before me
Brenda K. Harvey, Notary Public the undersigned officer, personally
appeared Theresa M. Gross and Robert L. Gross
known to me (or satisfactorily proven) to be the person whose names are
subscribed to the within instrument and acknowledged that they

executed the same for the purpose therein contained.

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

My Commission Expires:

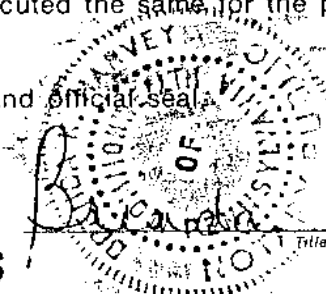
BRENDA K. HARVEY, Notary Public

Berwick, Columbia County, Pa.

My Commission Expires April 21, 1990

BOOK 377 PAGE 506

REC'D BY RECORDER
COLUMBIA CO., PA.
OCT 30 10 25 AM '86
TAX 50
FEE 13
COUNTY SS



PROMISSORY NOTE AND SECURITY AGREEMENT

1. Identification of Parties. In this Promissory Note and Security Agreement (the "Note"), the words "I", "me", "my", "mine", or their plural form, mean each and every person who signs this Note as Borrower. The term "Lender" means the Lender identified below or anyone to whom this Note is transferred or assigned.
2. Applicable Law. This Note shall be governed by the laws of the Commonwealth of Pennsylvania, except as may be preempted by federal law.

R-00

Lender/Secured Party: FINANCE ONE CONSUMER DISCOUNT COMPANY, INC.

118 N MARKET STREET

BERWICK PA 18603

ACCOUNT NUMBER 54486-1							
BORROWER'S NAME AND ADDRESS HERESA M GROSS 25-227 HUGHES ST BERWICK PA 18603		CO-BORROWER ROBERT L	PRIOR ACCOUNT BALANCE \$ 1331.66	CASH ADVANCE \$ 1536.46	PROCEEDS \$ 2868.12		
			MOT. VEH. CERT. OF TITLE FEE \$ NONE	FILING/RECORDING FEES \$ 13.50	TOTAL FEES \$ 13.50		
		NON FILING INS. PREMIUM \$ NONE	PROPERTY INS. PREMIUM \$ NONE	DISABILITY INS. PREMIUM \$ 200.64	LIFE INS. PREMIUM \$ 91.34	TOTAL INS. PREMIUMS \$ 291.98	
		LIFE INS. EXPIRATION DATE 10-29-90	PROPERTY INS. COVERAGE \$ NONE	DISABILITY INS. COVERAGE \$ 5280.00	LIFE INS. COVERAGE \$ 5280.00	TOTAL INS. COVERAGE \$ 5280.00	
PREPAID FINANCE CHARGE \$ 100.00	1ST PAYMENT EXTENSION CHARGE \$ NONE	INTEREST CHARGE \$ 2006.40	ANNUAL PERCENTAGE RATE 27.66 %	FINANCE CHARGE \$ 2106.40	AMOUNT FINANCED \$ 3173.60	TOTAL OF PAYMENTS \$ 5280.00	
DATE OF LOAN 10-22-86	RESCISSION DATE 10-27-36	DATE INTEREST STARTS 10-29-86	1ST PAYMENT DUE DATE 11-29-86	FINAL PAYMENT DUE DATE 10-29-90	PAYABLE IN 48 MONTHLY PAYMENTS, THE FIRST ONE \$ 110.00 AND 47 OF \$ 110.00		
OTHER PAYMENTS DUE SAME DAY OF EACH SUCCEEDING MONTH, OR IF THERE IS NO SUCH DAY, THEN THE LAST DAY OF SUCH MONTH.				EACH EXCEPT THAT THE FINAL PAYMENT SHALL INCLUDE THE UNPAID BALANCE OF TOTAL OF PAYMENTS AND ALL OTHER CHARGES DUE.			

Co-maker Name and Address:

3. Security. To secure this loan, I give to Lender what is known as a security interest in the following property or any proceeds from the sale of such property (all except any real estate security referred to herein as the "Property"):

- ☐ unsecured
- ☐ the personal property listed in the attached Identification of Security form, which is incorporated herein by this reference.
- ☐ the personal property listed in the attached Vehicle Appraisal Report/Miscellaneous Security Description form, which is incorporated herein by this reference.
- ☒ real estate secured by a Mortgage signed the same date as this Note covering real estate as described in the Mortgage.
- ☐ other (describe):

I also give Lender a security interest in any proceeds of any insurance written or required in connection with this loan and in any refunds of unearned insurance premiums for such insurance. I hereby waive and assign to Lender any homestead or other exemption right I may have with respect to the Property. I also agree to pay the actual fees charged by a public official or agency of the Commonwealth for recording and satisfying a judgment, mortgage, encumbrance or lien on any real or personal property which is security for this loan.

4. Promise to Pay. In return for the loan that I have received, I promise to pay to Lender, at the address above or at a different address if so notified, the Total of Payments shown above. The Total of Payments (or Face Amount of Note) is the sum of the Amount Financed shown above plus the Finance Charge shown above.

5. Payments. I will pay the Total of Payments by making the number of payments in the amounts and on the dates as shown in the Payment Schedule above. If on the Final Payment Due Date I still owe amounts under this Note, I will pay those amounts in full on that date. Lender will apply payments received in the following order: (a) first to any applicable late charges or deferment charges, (b) then to the unpaid balance of the Total of Payments. Time is of the essence of this Note.

6. Late Charge and Deferral Charge. (a) I understand that if an installment is not paid within 10 days after a scheduled due date, I will pay a late charge of 1 1/2% per month of the amount unpaid, but not less than \$1.00.

(b) Lender may postpone or defer for a number of months equal to the number of installments in default the payment of any installment in default for 60 days or more on which no default charge has been collected, or any other installment if so requested and agreed, and I further agree to pay a deferral charge equal to 1 1/2% per month on the amount deferred for the period of deferral, but in no event shall the deferral charge be less than \$1.00 if the period of deferment is 10 days or more.

The following Notice ☐ will ☒ will not apply to this Note:

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

The terms on the reverse side hereof are part of this document and are incorporated herein by reference.

I ACKNOWLEDGE THAT A COMPLETED COPY OF THIS PROMISSORY NOTE AND SECURITY AGREEMENT IS BEING GIVEN TO ONE OF US WHO HAS SIGNED AS BORROWER AND THAT THE PROCEEDS OF THIS LOAN WILL BE DISBURSED IN ACCORDANCE WITH MY AUTHORIZATION. I ALSO ACKNOWLEDGE THAT I HAVE BEEN GIVEN TRUTH-IN-LENDING DISCLOSURES IN CONNECTION WITH THIS LOAN PRIOR TO MY EXECUTION OF THIS PROMISSORY NOTE AND SECURITY AGREEMENT.

WITNESS the hands and seals of the undersigned on the Date of Loan shown above.

Signed, Sealed, and Delivered in the Presence of:

Witness
Witness
Witness

Theresa M. Gross (seal)
Borrower
Robert L. Gross (seal)
Borrower
Borrower

SECURITY AGREEMENT FOR NON-BORROWER

In consideration of the loan to Borrower named above, the undersigned, co-owner of the Property identified above, hereby grants to Lender a lien and security interest in the Property and all proceeds thereof including insurance proceeds, in accordance with all of the terms and conditions on the front and reverse side hereof, but shall not otherwise

MORTGAGE

HIS MORTGAGE, entered into this 23rd day of APRIL, 1987, between
ROBERT L. GROSS and THERESA M GROSS, Husband and Wife

hereafter called "Mortgagors", and

☒ BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation,

☐ BENEFICIAL MORTGAGE CO. OF PENNSYLVANIA, a Delaware corporation qualified to do
business in Pennsylvania,

having an office and place of business at 44 West Broad Street, Hazleton

Pennsylvania, hereafter called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagors of a promissory Note or Loan Agreement (hereafter called "Note/Agreement")
of even date herewith, in the

☒ Total of Payments of \$ 4860.00

or

☐ Actual Amount of Loan of \$ _____, together with interest on unpaid balances of Actual Amount of Loan
from time to time outstanding,

and any renewal, refinancing or extension of the Note/Agreement and any and all loans or advances that may be made by Mortgagee to
Mortgagor thereafter from time to time and evidenced by the Note/Agreement and all other obligations of Mortgagors under the terms
and provisions of this Mortgage, Mortgagors do by these presents sell, grant and convey to Mortgagee, all the following described real
estate, hereafter referred to as the "Property", situated in the

~~XXXX~~

(Borough) of Berwick, County of Columbia, Commonwealth of Pennsylvania, described as follows:

~~XXXXXX~~

(Insert legal description of mortgaged premises)

Municipal Tax Lot _____, Block _____

Being the premises conveyed to Mortgagors by a deed of conveyance duly recorded in the office for the recording of Deeds in this
County in Deed Book No. 338, Page 482, as the Property described in that Deed.

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 to the Property.

☒ If this box is checked, this Mortgage is subject to a prior mortgage dated September 28, 1984, executed by Mortgagors
to Loomis and Nettleton,
as mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$28,100.00. That
prior mortgage was recorded on October 4, 1984, with the Recorder of the County of Columbia,
Pennsylvania, in Book 338, Page 486.

TO HAVE AND TO HOLD the Property 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 will make all payments on the due date thereof and perform all other obligations as required or provided herein and
in the Note/Agreement.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against the Property or any part thereof and will
deliver receipts for those payments to Mortgagee upon request and if Mortgagee pays any taxes or assessments plus penalties
and costs, the amounts so paid may be added to the unpaid balance of the Actual Amount of Loan or Total of Payments secured
by this Mortgage.
3. Mortgagors will keep the improvements on the 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.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the Property, and will maintain the
same in good order and repair.
5. In the event of the death of one of the Mortgagors, Mortgagee, at its option, may declare the unpaid balance of the Actual
Amount of Loan or Total of Payments, together with accrued interest, immediately due and payable.
6. In the event that Mortgagors default in the making of any payment due and payable under the Note/Agreement, or in the
keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or the Note/Agreement, subject
to compliance with Act No. 6 of 1974 and Act No. 91 of 1983, Mortgagee may forthwith bring an Action of Mortgage
Foreclosure upon this Mortgage, and may proceed to judgment and execution to recover the unpaid balance of the Actual
Amount of Loan plus accrued but unpaid interest or the unpaid balance of the Total of Payments less the refund of discounted
Interest, including attorney fees of 15% of that balance, costs of suit and costs of sale.
7. Upon commencement of a suit in foreclosure of this Mortgage or suit to which Mortgagee may be made a party by reason of this
Mortgage, or at any time during the pendency of any such suit, Mortgagee, upon application to the appropriate court, at once,
without notice to Mortgagor or any person claiming under Mortgagor, and without consideration of the adequacy of the
security or the solvency of Mortgagor, shall appoint a receiver for the Property. The receiver shall (1) take possession of the
Property; (2) collect the rents, issues and profits of the Property; (3) out of those monies, make repairs and keep the Property in
proper condition and repair; and (4) pay (a) all taxes and assessments accruing during the receivership, (b) all unpaid taxes and
assessments and tax sales remaining unredeemed, at or prior to the foreclosure sale, (c) all insurance premiums necessary to
keep the Property insured in accordance with the provisions of this Mortgage, and (d) the expense of the receivership, and apply
the balance, if any, against the indebtedness secured by this Mortgage.

A Map...

All THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to Lots 19 and 21; thence, in a westerly direction along the dividing line between Lots 19 and 21, a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street, a distance of fifty (50) feet to a point common to Lots 21 and 23; thence in an easterly direction along the dividing line between Lots 21 and 23, a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street, a distance of fifty (50) feet to the place of beginning. Being Lot No. 21 in the plot or plan of lots in the allotment of Edward W. Hughes of the Norbica Jackson Plot, said plot or plan being fully recorded at the Recorder's Office, Bloomsburg, Pennsylvania in Miscellaneous Book No. 7, page 153. Together with the two and a half story frame double dwelling erected thereon.

AND, BEING THE SAME PREMISES conveyed to Irem B. Hidlay and Lydia M. Hidlay, his wife, by deed of Edward W. Hughes. Executor of the Estate of

LOAN AGREEMENT

This Loan Agreement, the words **you, your and yours** refer to all persons signing this Loan Agreement as a Borrower and the words **we, us and our** refer to the Creditor indicated below. We understand that this loan is made for a personal, family or household purpose. If you ask us in writing, we will give you copies of all forms you have signed in connection with this loan.

CREDITOR:

BENEFICIAL CONSUMER DISCOUNT COMPANY
4 W BROAD ST
AZLETON PA 18201
TEL NO. 717 455-8548

Account No. 1584251	Office Control 33 08 05 01 036	Sequential Number 28
Your Name & Mailing Address ROSS, MR. ROBERT L. THERESA M 25 HUGHES STREET ERLICK, PA, 18603		
Date of Loan 4/23/87	1st Due Date 05/28/87	Final Due Date 04/26/90
1st Instal. \$ 135.00	Other Instals. \$ 135.00	To be paid in 36 Monthly Instalments

Residence Address
 ← if not the same.

OMISE TO PAY: You promise to pay us the Total of Payments which is shown below. The Total of Payments is the sum of the Amount Financed, the Discount and the Service Charge, of which are shown on the Loan Statement. You will pay the 1st Instalment on the 1st Due Date and the Other Instalments on the same day of every month through the Final Due Date. 1st Instalment, Other Instalments, 1st Due Date and Final Due Date are shown above.

DISCOUNT: The Discount is figured on the Total of Payments at the Discount Rate shown below. We have calculated the Discount at that Discount Rate for the period between the date Discount starts to become due and the Final Due Date, even though this loan is payable in instalments. The Discount then is deducted from the Total of Payments.

SERVICE CHARGE: The nonrefundable Service Charge is calculated on the Total of Payments at the rate of \$1.00 for each \$50 or part of \$50 of the Total of Payments up to a maximum of \$100.00.

FE CHARGE: If you do not pay the full amount of an instalment within 10 days after its due date, but do pay it before the next due date, we may charge a Late Charge. The Late Charge is calculated on the unpaid amount of the instalment at the rate of 1 1/2% per month for each day the instalment remains unpaid. The minimum Late Charge is \$1.00.

EXTENSION: An extension arises from a written agreement, other than this Agreement, to postpone one or more scheduled instalments to the end of this Agreement. The Final Due Date, originally scheduled (in the case of the first extension) or as previously extended (in the case of all extensions other than the first extension), is the end of this Agreement. You and we agree in writing to extend one or more instalments and you do not intend to make up any missed instalments in the meantime, we will charge you an Extension Fee equal to the amount extended (the sum of the wholly unpaid instalments remaining in the contract term) multiplied by 1 1/2% per month and then by the number of months in the extension period. At the time of any extension, the Final Due Date, as originally scheduled or as extended, shall be set ahead the same number of months as the months in the extension period. We may collect an Extension Fee without your consent if an instalment remains unpaid for 60 days or more. If we do, the number of Extension Fees collected shall not be more than the number of instalments that are late. Under these conditions, we will deduct the Extension Fee from your next payment. If you pay us all of the instalments in default, we will not, without your written consent, collect Extension Fees. We will not charge you an Extension Fee and a Late Charge for the same late period.

PREPAYMENT IN ADVANCE: You may prepay the loan in full or in part at any time. If you prepay the loan in full before the Final Due Date or any extended final due date, we will use the Rule of 78ths Method to calculate your credit for the unearned Discount. We will calculate your credit as of the next instalment due date that follows the date of prepayment. If you prepay the loan during an extension period we will give you an additional credit for the unearned Extension Fee.

APPLICABLE LAW: The Pennsylvania Consumer Discount Company Act and Article 9 of the Uniform Commercial Code of Pennsylvania govern this Loan Agreement.

PROPERTY INSURANCE: You will keep the Property (indicated below in the "Security" paragraph) insured against loss by fire, theft or comprehensive risks, and name us as a loss payee. If the Property includes a motor vehicle you will insure the motor vehicle against loss by collision. You will keep any Real Property insured and deliver to us a loss payable endorsement naming us as mortgagee. You must pay taxes when due. If you do not, we will pay the taxes and add the amount paid for these taxes to the unpaid balance of the Total of Payments.

DEFAULT: You are in default if:

- (a) You fail to make any payment within 30 days after it becomes due.
- (b) You fail to comply with the terms of any Mortgage securing this loan.
- (c) You made a false statement on your credit application or on the Identification of Security form.
- (d) You sell or relocate the Property securing this loan without our written consent.
- (e) You fail to keep the Property securing this loan insured, as promised.

SUITS OF DEFAULT: If you default:

- (a) We can demand immediate payment of the entire amount you owe minus any credit for the unearned Discount.
- (b) We have all the rights and remedies under the Uniform Commercial Code and the Mortgage including the right to sell the Personal Property or the Real Property according to law.

ATTORNEY FEES: If we bring suit on this Loan Agreement, we may collect from you an attorney's fee, to the extent reasonable, plus any court costs.

COMPLIANCE WITH ACT NO. 6: If this loan is secured by Real Property, you do not pay the full amount of an instalment when it is due, and we intend to foreclose on your Mortgage, we must comply with the provisions of Sections 403 and 404 of the Act of January 30, 1974, which is known as Act No. 6, and the provisions of the Homeowner's Emergency Mortgage Foreclosure Act (Act No. 91 of 1983). The pertinent provisions of Sections 403 and 404 of Act No. 6 are shown on the back of the Loan Statement.

SECURITY: To secure this loan, you give us a security interest in the following Property:

Check Applicable Boxes

- ☐ The motor vehicle(s) and attached equipment described in the Identification of Security form.
- ☒ Other Personal Property described in the Identification of Security form.
- ☒ Real Property described in the Mortgage you are giving us in connection with this loan.

The Identification of Security form, dated the same as this Loan Agreement, describes the Personal Property covered by our security interest in more detail and is a part of this Loan Agreement. This security interest does not cover property exempt by law or prohibited by federal regulation. If we make other loans to you within 10 years from this date, this security interest may secure those loans, if you wish. Your signature on one or more Financing Statements will be needed to perfect our security interest in Personal Property other than a motor vehicle.

Total of Payments: \$ 4860.-	Discount Rate: \$ 9.50 per \$100 per year for the first 48 months and \$6.00 per \$100 per year for the remaining term of loan.
-------------------------------------	--

Signature of First Borrower: *Robert L. Ross* (Seal)

Signature of Second Borrower (if applicable): *Theresa M. Gross* (Seal)

Signature of Third Borrower (if applicable): _____ (Seal)

Signature of Co-Owner of Property Securing this Loan (if applicable): _____ (Seal)

NOTICE OF RIGHT TO CANCEL

The words **I, me, my** or **mine** refer to all persons signing the Note that evidences a loan as a Borrower whose principal dwelling will be subject to a lien or any other person whose principal dwelling is subject to the lien. The words **you, your** or **yours** refer to the Lender.

Right to Cancel

I am entering into a transaction which has paid in full the old transaction and may increase the amount of credit you provide to me. You obtained a lien by means of a:

☒ Mortgage ☐ Deed of Trust ☐ _____
describe

on my home under the original transaction and will retain that lien with respect to the new transaction. I have a legal right under federal law to cancel this transaction, without cost, within 3 business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is April 23, 19 87; or
- (2) the date I received my Truth in Lending disclosures; or
- (3) the date I received this Notice advising me of my right to cancel.

If I cancel the transaction, my cancellation will apply only to any increase in the amount of credit. It will not affect the amount that I presently owe or the lien on my home which you already have obtained. If I cancel, the lien, so far as it applies to any increased amount, is also cancelled. Within 20 calendar days after you receive a notice of a Statement of Cancellation of the new transaction, you must take the steps necessary to reflect the fact that your lien on my home no longer applies to that increase of credit. You must also return to me any money I have given to you or anyone else in connection with the new transaction.

I may keep any money you have given me with respect to the new transaction until you have done the things mentioned above, but I must then offer to return to you the money at the address below. If you do not take possession of the money within 20 calendar days of my offer, I may keep it without further obligation.

How to Cancel

If I decide to cancel this transaction, I may do so by notifying you in writing, at

BENEFICIAL CONSUMER DISCOUNT COMPANY

Lender's Name
44 West Broad Street

Street Address
Hazleton, Pa 18201

City State Zip

I may use any written statement that is signed and dated by me and states my intention to cancel. In place of a written statement, I may use this Notice by dating and signing it below. I may keep one copy of this Notice because it contains important information about my rights.

If I cancel by mail or telegram, I must send the notice or statement of cancellation no later than midnight of April 27, 19 87 (which is the 3rd business day following the latest of the three events listed above). If I send or deliver a written notice to cancel some other way, I must deliver that notice of cancellation to you at the above address no later than the time specified.

STATEMENT OF CANCELLATION

I WISH TO CANCEL

Signature Date

ACKNOWLEDGMENT OF RECEIPT

Each person signing below received two copies of this Notice of Right to Cancel.

April 23, 19 87

Theresa M. Gross
Borrower

Other Owners of Real Property

EAR BORROWER: This Disclosure of Credit Costs form and other forms you sign are written in easy-to-read language because we want you to understand their terms. Please read these forms carefully and feel free to ask us any questions you may have about the forms. We are using the words, *you, your and yours* to mean all persons signing the Loan Agreement as a Borrower. The words, *we, us and our* refer to the Creditor indicated below.

Disclosure of Credit Costs

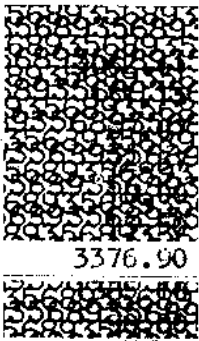
CREDITOR:
BENEFICIAL CONSUMER DISCOUNT COMPANY
14 W BROAD ST
HAZLETON PA 18201
TEL NO. 717 455-8548

Account No. **31584251**

Your Name & Mailing Address
GROSS, MR. ROBERT L, THERESA M
225 HUGHES STREET
PERWICK, PA, 18603

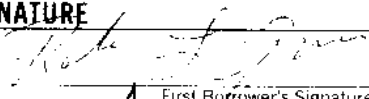
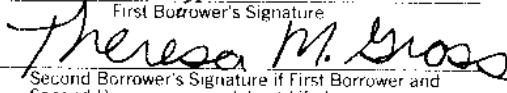
Date of Loan **04/23/87** 1st Due Date **05/28/87** Final Due Date **04/28/90** 1st Instal. **\$ 135.00** Other Instals. **\$ 135.00** To be paid in Monthly **36** Instalments
← Payment Schedule

The 1st Instalment is due on the 1st Due Date. All Other Instalments are due on the same day of the month as the 1st Due Date.



AMOUNT FINANCED \$ **3376.90** The amount of credit provided to you or on your behalf.
FINANCE CHARGE \$ **1483.10** The amount the credit will cost you, if you pay as scheduled.
TOTAL OF PAYMENTS \$ **4860.00** The amount you will pay, if you pay as scheduled.
ANNUAL PERCENTAGE RATE **25.41** % The cost of your credit as a yearly rate.

Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit and insurance will not be provided unless you sign and agree to pay the additional cost. See the Loan Statement, the Description of Available Insurance and the Insurance Certificate for complete information on your insurance coverage.

TYPE	COST	SIGNATURE
Credit Insurance		
Single Life	\$ 67.07	<div><input type="checkbox"/> credit life insurance.</div> <div><input type="checkbox"/> credit life and credit disability insurance.</div> <div><input type="checkbox"/> You want credit life insurance.</div> <div> First Borrower's Signature</div> <div> Second Borrower's Signature if First Borrower and Second Borrower request Joint Life Insurance</div>
Disability	\$ 151.15	
Joint Life	\$ —	

Property Insurance: You may obtain property insurance from anyone you want. If you obtain the insurance from us, you will pay \$ **12.57** Details of the coverage are given in a separate form.

Late Charge: If your payment is late (not paid within 10 days after the due date) you will be charged a Late Charge. The Late Charge is calculated by multiplying the unpaid amount of the payment by .0005 (based on the rate of 1.50% per month divided by 30 days) for each day from the due date to the date you pay the full payment.
Minimum Late Charge - \$1.00.

Security: You are giving us a security interest in: ☐ Automobile ☒ Other Personal Property - see Identification of Security form

☐ Property purchased with proceeds of this loan: _____ (describe)
☒ Your real property - Mortgage

Prepayment: If you pay off early, you will be entitled to a refund of part of the Finance Charge.
You have the right to receive, at this time, an Itemization of the Amount Financed. You ☐ want ☒ do not want an Itemization.
See your Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds. An Itemization of Amount Financed appears on the Loan Statement you will receive.

LOAN STATEMENT

DEFINITIONS: In this Loan Statement the words **you, your and yours** refer to all persons who sign the Loan Agreement as a Borrower and the words **we, us or our** refer to the Creditor indicated below.

Amount Financed—The amount of credit provided to you or on your behalf. It also is the amount of money we have lent you before any deductions are made.

Finance Charge—The dollar amount the credit will cost you, if you pay as scheduled.

Monthly Payments—The amount you will pay, if you pay as scheduled.

Annual Percentage Rate—The cost of your credit as a yearly rate.

CREDITOR:

OFFICIAL CONSUMER DISCOUNT COMPANY

4 W DRUM ST

AZLETON PA 19003

TEL NO. 717 465-0548

Account No. 1584731	Office Control 09 01 05E	Sequential Number 28
Your Name & Mailing Address ROSS, MR. ROBERT L. THERESA M 25 HUGHES STREET EMERY, PA. 19503		
Date of Loan 4/23/87		1st Due Date 05/28/87
Final Due Date 04/28/90		1st Instal.* \$ 135.00
		Other Instal.* \$ 135.00
		To be paid in Monthly Instalments 36

CALCULATION OF NET BALANCE—PRIOR ACCOUNT
Unpaid Balance—Prior Account Minus Items (A) through (H)

PRESENT LOAN DATA

Unpaid Balance—Prior Account	1.	362.61	Actual Net Proceeds [Net Balance—Prior Account Plus Schedule A Total]
(A) Discount	2.	18.75	Disability Insurance Cost
(B) Service Charge	3.	87.07	Life Insurance Cost
(C) Monthly Service Charges	4.	72.57	Personal Property Insurance Premium
(D) Fin. Charge—Sales Contract	5.	12.00	Personal Property Fees—Schedule B Total
(E) Disability Ins. Cost	6.	13.50	Real Property Fees—Schedule C Total
(F) Life Ins. Cost	7.	7576.00	Amount Financed [Sum of Items 1 through 6]
(G) Personal Prop. Ins. Prem.	8.	1587.70	a. Discount
(H) Real Prop. Ins. Prem.		50.00	b. Service Charge
None		1405.10	c. Finance Charge** [Sum of Items 8a and 8b]
Net Balance—Prior Account	9.	4850.00	Total of Payments [Sum of Items 7 and 8c]
		22.41	% Annual Percentage Rate

Charge for Extension of 1st Due Date: \$ **NONE**

AMOUNT OF INSTALMENT: If the amount of the 1st Instalment is more than the amount of the Other Instalments we have collected an additional charge for advancing the first instalment period as much as 15 days beyond one month.

*** FINANCE CHARGE:** If the loan is secured by (1) real property, (2) a mobile home or (3) a trailer, used as a principal dwelling, the Finance Charge starts to become due after the Date of Loan at the end of the cancellation period of 3 business days unless you waive your right to cancel. If you waive your right to cancel, the Finance Charge starts to become due on the Date of Loan.

ESTIMATED SETTLEMENT COSTS: If this loan is secured by real property, you will pay us, at the time the loan is closed, Estimated Actual Settlement Costs of \$ **250.22**. These Estimated Actual Settlement Costs are the same as the Actual Settlement Costs which the Consumer Discount Company Act permits us to charge. The Estimated Actual Settlement Costs consist of no more than 4 items: Item 2, the Disability Insurance Cost; Item 3, the Life Insurance Cost; Item 6, the Real Property Fees and any Mortgage Satisfaction Recording Fee shown in Schedule A. You will not pay any other settlement costs such as the fee for title examination and search or a fee for making a survey of the real property which secures the loan.

The amounts shown below in Schedule A, Schedule B, and Schedule C are to be paid at your direction from the amount of credit extended to you.

SCHEDULE A	SCHEDULE B
	PERSONAL PROPERTY FEES
	Financing Statement Fee N.F.I.P. \$ 10.00
	Termination Statement Fee (present) \$
	Title Transfer Fees \$
	Schedule B Total (shown as Item 5) \$ 10.00
	SCHEDULE C
	REAL PROPERTY FEES
Termination Statement Fee (future) \$	Recording Fee - Mortgage \$ 13.50
Recording Fee - Mortgage Satisfaction (future) \$ 18.50	Recording Fee - Mortgage Satisfaction (present) \$
Schedule A Subtotal \$ 18.50	Other \$
Check to you \$ 3044.11	Schedule C Total (shown as Item 6) \$ 13.50
Schedule A Total \$ 3062.61	

* Refers to the premium for insurance written under a Central Mortgage Non-Floating Insurance Policy issued by Centennial Insurance Company, which is affiliated with us.

CREDIT AND PROPERTY INSURANCE

CREDIT INSURANCE ELECTION AND CANCELLATION: Credit insurance is voluntary. We are not requiring you to obtain credit insurance and your request for a loan will not be denied if you do not obtain credit insurance from us. If you decide you want the insurance you have 15 days after making the loan to change your mind and cancel all of the insurance. If you decide to cancel, you must return to us the Insurance Certificate you received and then you will receive a full refund of the insurance cost.

CREDIT INSURANCE PROTECTION: The insurance is written by The Central National Life Insurance Company of Omaha (CNLI), which you understand is affiliated with us. To obtain the insurance you will enroll under a group credit insurance policy that offers life and disability insurance coverage and is issued to us by CNLI. We will not act as an agent, broker or fiduciary for you on the loan and we may obtain some benefit from the sale of the credit insurance. The cost of your insurance under the policy will be paid from the amount of credit extended.

CREDITOR'S RIGHT TO HAVE PROPERTY INSURED: We have the right to have the property that secures your loan insured against loss or damage by fire or other hazards. We do not have the right to demand that you purchase the insurance through us. You have to offer to purchase the insurance through us or through any agent or broker.

PURCHASE OF PROPERTY INSURANCE THROUGH CREDITOR: Any property insurance purchased through us will be written under an Instalment Floater Master Policy by American Centennial Insurance Company (ACIC). ACIC is one of our affiliates. Evidence of the Master Policy will be an Instalment Floater Certificate which we will deliver to you. One of our employees is an authorized representative of ACIC and that employee is not acting as agent, broker or fiduciary for you on this transaction. The authorized representative of ACIC, us or our affiliate may realize some benefit from the sale of property insurance.



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
P.O. Box 380
Bloomsburg, PA 17815

RE: Robert L. & Theresa M. Gross

Dear Sheriff Adler:

A review of the records of this office reveals no active claim against Robert L. or Theresa M. Gross.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Thomas C. Zerbo, Jr.".

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

TCZ/kf

THIS CHECK IS DELIVERED FOR PAYMENT
ON THE FOLLOWING ACCOUNTS

[illegible]

PURCELL, NISSLEY, KRUG & HALLER

ESCROW ACCOUNT

1718 N. FRONT STREET

HARRISBURG, PA. 17102

**PAY
TO THE
ORDER OF**

Shirley

Feb. 25 1888

60-82/313

\$500

THE SUNSHINE

STENOGRAPH

The Commonwealth

National Bank
Members FDIC
A Mellon Bank

**A Million Buck
LAWRENCE, MISSISSIPPI**

015 529E02 272 112B00E7E01 1176502011

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: February 29, 1988

RE: Sheriff's Sale Advertising Dates

Lomas & Nettleton Company vs Robert L. & Theresa M. Gross

No. 16 of 1988 ED No. 1255 of 1987 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
717-784-1891

Date: February 29, 1988

To: Connie K. Gingham
120 R. E. 3rd St.
Berwick, PA 18603

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross
No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: February 29, 1988

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

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross
No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: February 29, 1988

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

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross
No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: February 29, 1988

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

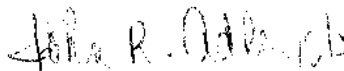
RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Cross
No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: February 8, 1988

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

Fourth & Walnut Streets

Harrisburg, PA 17120

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross

No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: Feb. 29 1988

To: Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055

Harrisburg, PA 17105


RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross
No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: Feb 29, 1988

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

ATTN: SPECIAL PROCEDURES FUNCTION

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross

No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: February 29, 1988

To: Beneficial Consumer Discount Company

44 W. Broad Street

Hazleton, PA 18201

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross

No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: February 29, 1988

To: Finance One Consumer Discount Company

118 North Market Street

Berwick, PA 18603

RE: Lomas & Nettleton Company vs Robert L. & Theresa M. Gross

No. 16 of 1988 ED No. 1255 of 1987 JD

Dear Sir:

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

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

Sincerely,

John R. Adler
John R. Adler
Sheriff

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

THE LOMAS & NETTLETON

COMPANY,

PLAINTIFF

VS.

ROBERT L. GROSS AND

THERESA M. GROSS,

DEFENDANTS

:
: CIVIL ACTION-LAW
:
: NO. 1255 1987
:
: IN MORTGAGE FORECLOSURE
:
:

PLAINTIFF'S AFFIDAVIT
PURSUANT TO RULE 3129

LEON P. HALLER, ESQUIRE, Attorney for the Plaintiff in the above captioned matter, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at:

225-227 Hughes Street, Berwick, PA

1. That he has made a good faith investigation as to the whereabouts of the Defendant(s) and/or Owner(s), including but not limited to an investigation of the records of the United States Postal Service, taxing authorities of the subject municipality, and the telephone directory of the area or surrounding community where the Defendant(s) and/or Owner(s) last resided and the property in question, and after such investigation he avers:

2. Name and address of Owner(s) or reputed Owner(s):

Robert L. Gross and Theresa M. Gross

225-227 Hughes Street, Berwick, PA

3. Name and address of Defendant(s) in the judgment if different from that listed in 2 above:

SAME

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

NONE OF RECORD

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

PLAINTIFF HEREIN and also:

Finance One Consumer Discount Co.
118 North Market Street
Berwick, PA 18603

Beneficial Consumer Discount Co.
44 W. Broad Street
Hazleton, Pennsylvania 18201

6. 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:

UNKNOWN

(tenant if occupied)

7. 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:

UNKNOWN

I verify that the statements made in this affidavit are true

and correct to the best of my knowledge, information and belief.
I understand that false statements herein are made subject to the
penalties of 18 PA C.S. §4909 relating to unsworn falsification
to authorities.

BY: 

LEON P. HALLER
ATTORNEY FOR PLAINTIFF
PA I.D. #15700

NOTICE OF SHERIFF'S SALE
OF REAL PROPERTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate)
will be held on: Tuesday, April 26, 1988.

The location of the sale will be Columbia County
Courthouse, Sheriff's Office, Bloomsburg, Pennsylvania 17815

at 10:30 o'clock A.M., prevailing local
time.

THE PROPERTY TO BE SOLD is delineated in detail in a
legal description mainly consisting of a statement of the measured
boundaries of the property, together with a brief mention of the
buildings and any other major improvements erected on the land.
(See description attached.)

THE LOCATION of your property to be sold is:

225-227 Hughes Street

Berwick, Columbia County, Pennsylvania

THE JUDGMENT under or pursuant to which your property is
being sold is docketed to:

No. 1255 - 1987

In Columbia County, Pennsylvania

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS
PROPERTY IS:

ROBERT L. GROSS AND THERESA M. GROSS

A SCHEDULE OF DISTRIBUTION being a list of the persons, and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff within thirty (30) days after the sale and distribution of the proceeds in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania 17815 (717) 784-1991.

THIS PAPER is a notice of the time and place of the sale of your property. It has been issued because there is a Judgment against you. It may cause your property to be held to be sold or taken to pay the Judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

Court Administrator
Columbia County Courthouse
Bloomsburg, PA 17815
(717) 784-1991 Ext. 267

THE LEGAL RIGHTS YOU MAY HAVE ARE:

1. You may file a petition with Court of Common Pleas of Columbia County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County at one of the

Court's regularly scheduled Business Court sessions. The petition must be served on the attorney for the creditor or on the creditor at least two business days before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania 17815, before presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

VICTOR VANDLING
SHERIFF, COLUMBIA COUNTY

ALL THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to lots 19 and 21; thence in a westerly direction along the dividing line between lots 19 and 21 a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street a distance of fifty (50) feet to a point common to lots 21 and 23; thence in an easterly direction along the dividing line between lots 21 and 23 a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street a distance of fifty (50) feet the place of beginning.

BEING Lot No. 21 in the plot or plan of lots in the allotment of Edwards W. Hughes of the Noroica Jackson Plot, said plot or plan being duly recorded at Bloomsburg County Courthouse in Misc. Book 7, Page 153.

HAVING THEREON ERECTED a two and a half story frame dwelling erected thereon known as 225-227 Hughes Street.

BEING THE SAME PREMISES which Joy Landmesser, Executrix of the Last Will and Testament of Clara C. Hidlay and Harold Hidlay and Elizabeth Hidlay, his wife, by deed dated August 31, 1984 and recorded October 4, 1984 in Deed Book 338, Page 482, granted and conveyed unto ROBERT L. GROSS AND THERESA M. GROSS.

TO BE SOLD AS THE PROPERTY OF ROBERT L. GROSS AND THERESA M. GROSS, under Columbia County Judgment No. 1255 - 1987.

Tax Map 04-3-4-9

THE LOMAS & NETTLETON COMPANY,
PLAINTIFF

VS.

ROBERT L. GROSS AND
THERESA M. GROSS;
DEFENDANTS

: IN THE COURT OF COMMON PLEAS OF
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 1255 1987
:
: IN MORTGAGE FORECLOSURE

AFFIDAVIT THAT THE DEFENDANT
IS NOT IN THE MILITARY SERVICE
PURSUANT TO "SOLDEIRS AND SAILORS"
CIVIL RELIEF ACT OF 1940, AS AMENDED

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DAUPHIN :

SS

Personally appeared before me a Notary Public in and for said Commonwealth and County, LEON P. HALLER, ESQUIRE, who being duly sworn according to law deposes and says that the Defendant(s) above named is/are not in the Military or Naval Service nor are they engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed :
before me this day :
of , 198 . :

Notary Public

Leon P. Haller

FEB 28 1988

THE LOMAS & NETTLETON
COMPANY,
PLAINTIFF

VS.

ROBERT L. GROSS AND
THERESA M. GROSS,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
:
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. 1255 1987
:
: IN MORTGAGE FORECLOSURE
:

A F F I D A V I T

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DAUPHIN : SS

I, LEON P. HALLER, Attorney for the Plaintiff in the above matter, being duly sworn according to law, hereby certify that the Mortgage in the above case is insured by the Federal Housing Administration under Title II of the National Housing Act (12 U.S.C.A. §707 1715z11) and therefore does not fall within the provisions of Pa. Act 91 of 1983 (Homeowners' Emergency Assistance Act of 1983).

Sworn to and subscribed :

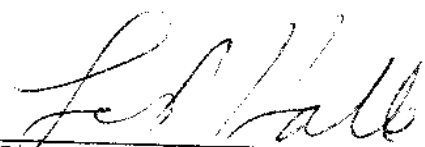
before me this day :

of , 198 :

:

:

Notary Public


Leon P. Haller
Attorney for Plaintiff

80. 4. 62 1 93 634

THE LOMAS & NETTLETON
COMPANY,
PLAINTIFF

VS.

ROBERT L. GROSS AND
THERESA M. GROSS,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: NO. 1255 1987
:
: CIVIL ACTION - LAW
:
: IN MORTGAGE FORECLOSURE
:

TO COLUMBIA COUNTY SHERIFF:

Seize, levy, advertise and sell ALL REAL PROPERTY
of the Defendants on the premises located at:
225-227 Hughes Street, Berwick, Columbia County, Pennsylvania
(bounded and described in Exhibit "A" attached hereto)

YOU ARE HEREBY RELEASED from all responsibility in
not placing watchman or insurance on real property levied on
by virtue of this writ.



LEON P. HALLER #15700
ATTORNEY FOR PLAINTIFF

ALL THAT CERTAIN lot, piece or parcel of land situated in Berwick, Columbia County, Pennsylvania, described as follows:

BEGINNING at a point on the westerly line of Hughes Street, said point being common to lots 19 and 21; thence in a westerly direction along the dividing line between lots 19 and 21 a distance of 109 feet more or less to a point on the easterly line of an alley; thence in a southerly direction along the easterly line of said alley in a line parallel to Hughes Street a distance of fifty (50) feet to a point common to lots 21 and 23; thence in an easterly direction along the dividing line between lots 21 and 23 a distance of 109 feet more or less to a point on the westerly line of Hughes Street; thence in a northerly direction along the westerly line of Hughes Street a distance of fifty (50) feet the place of beginning.

BEING Lot No. 21 in the plot or plan of lots in the allotment of Edwards W. Hughes of the Noroica Jackson Plot, said plot or plan being duly recorded at Bloomsburg County Courthouse in Misc. Book 7, Page 153.

HAVING THEREON ERECTED a two and a half story frame dwelling erected thereon known as 225-227 Hughes Street.

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Tax Map 04-3-4-9

THE LOMAS & NETTLETON
COMPANY,
PLAINTIFF

vs.

ROBERT L. GROSS AND
THERESA M. GROSS,
DEFENDANTS

IN THE COURT OF COMMON PLEAS
~~OF BERKS COUNTY, PENNSYLVANIA~~
COLUMBIA COUNTY, PENNSYLVANIA

WRIT OF EXECUTION
(Mortgage Foreclosure)

No. 16- 19 88 E.D.

No. _____ 19 ____ A.D.

No. 1255 19 87 J.D.

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

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):

REAL ESTATE: 225-227 Hughes Street, Berwick, Columbia County, PA 18603

Principal Due	\$	27,882.20	
Interest to sale date		4,230.69	to 5/1/88
Late charges to sale date		201.60	to 5/1/88
Escrow deficit		250.05	
5% Attorney's fees	\$	1,628.23	
TOTAL WRIT	\$	34,192.77	

Dated February 26, 1988

(SEAL)

[Signature]
Prothonotary

By: Betty Street
Deputy