

1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address. 2. <input type="checkbox"/> Registered Delivery.		4. <input type="checkbox"/> Registered 5. <input type="checkbox"/> Insured 6. <input type="checkbox"/> COD	
3. Address of addressee 7. Address of sender		8. Return to sender 9. Return to addressee	

[illegible]

SENDER: Complete items 1 and 2 when additional services are desired, and complete Items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you with a receipt of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes) for additional service(s) requested.		<input type="checkbox"/> Show to whom delivered, date, and addressee's address.	
3. Article Addressed to: Small Business Administrator 80 N. Penna. Avenue Room 2927 Allentown, Pa. 18101		4. Article Number: P-587,128,370	
Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> Restricted Mail		5. Date of Delivery: JAN 2 1968	
6. Addressee's Address: (If different from above)		7. Signature: <i>[Signature]</i>	
8. Return Receipt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		9. Postage: <input type="checkbox"/> Paid by SENDER <input checked="" type="checkbox"/> Paid by ADDRESSEE	

U.S. POSTAL SERVICE

LIEN CERTIFICATE

DATE May 6, 1988

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

Owner or Reputed Owner: Edward B. Ash (Owner since 9/79)

Former Owner: Markle, Lester A.

Parcel No. 04.2-2-36

Description 1718 Spring Garden Ave.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986			276.67	276.67
1987			273.46	273.46
			TCB FEE	70.00
			TOTAL	\$ 620.13

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

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

7/2/88

MAILED 11 1988

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

July 21, 1988

FRANKLIN FIRST FEDERAL SVGS. & LOAN ASSOC. OF WILKES-BARRE VS. EDWARD B. & ELIZABETH
M. ASH

No. 28 of 1988 E.D.
No. 1373 of 1987 J.D.

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

Dear Connie:

Please find enclosed a check for \$148.96 to cover the taxes due on the above named sheriff sale held recently in our office. The new owners are Franklin First Federal Savings and Loan Association of Wilkes-Barre, whose address is, 44 West Market Street, Wilkes-Barre, PA 18773.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

xc:file

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

July 21, 1988

FRANKLIN FIRST FEDERAL SVGS. & LOAN ASSOC. OF WILKES-BARRE VS. EDWARD B. & ELIZABETH
M. ASH

No. 28 of 1988 E.D.
No. 1373 of 1987 J.D.

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

Dear Chris:

Please find enclosed a check for \$629.46 to cover the sewer rental for the above named sheriff sale held recently in our office. The new owners are Franklin First Federal Savings & Loan Association of Wilkes-Barre, whose address is, 44 W. Market Street, Wilkes-Barre, PA 18773.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

xc:file

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

July 21, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. EDWARD B. & ELIZABETH
M. ASH

No. 28 of 1988 E.D.
No. 1373 of 1987 J.D.


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

Dear Susan:

Please find enclosed a check for \$30.00 to cover the solicitor costs in the above
named sheriff sale held in our office recently.

Your cooperation in this matter is greatly appreciated.

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

xc:file

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

July 21, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES-BARRE VS. EDWARD B. &
ELIZABETH M. ASH

No. 28 of 1988 E.D.
No. 1373 of 1987 J.D.

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

Dear Sir:

Please find enclosed a check for \$263.63 to cover the advertising costs for the above named sheriff sale held in our office recently.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

xc:file

SHERIFF'S SALE

Distribution Sheet

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN
ASSOC. OF WILKES-BARRE

VS. EDWARD B. AND ELIZABETH M. ASH

NO. 1373 of 1987 JD

DATE OF SALE: July 7, 1988

NO. 28 of 1988 ED

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) July 7, 1988 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Franklin First Federal Svgs. & Loan Assoc. of Wilkes-Barre for the price or sum of Two thousand twenty-two dollars and 88/100 Dollars. Franklin First Federal Savings & Loan Assoc. of Wilkes-Barre being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$ 2022.88
Poundage	40.46
Transfer Taxes	
Total Needed to Purchase	\$ 2063.34
Amount Paid Down	500.00
Balance Needed to Purchase	1563.34pd. 7/7/88

EXPENSES:

Columbia County Sheriff - Costs.....	\$ 210.50	
Poundage	40.46	\$ 250.96
Newspaper		263.63
Printing		41.70
Solicitor		30.00
Columbia County Prothonotary		25.00
Columbia County Recorder of Deeds -	Deed copy work	18.50
	Realty transfer taxes	
	State stamps	
Tax Collector (BERWICK BORO)		769.09
Columbia County Tax Assessment Office.....		30.00
State Treasurer		5.00
Other: Tax Claim Bureau		629.46
Berwick Sewer		

TOTAL EXPENSES: \$ 2,063.34

Total Needed to Purchase	\$ 2063.34
Less Expenses	
Net to First Lien Holder	
Plus Deposit	500.00
Total to First Lien Holder BAL. DUE \$	1563.34 pd. 7/7/88

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

HERIFF'S SALE - COSTS SHE.

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. VS, EDWARD B. & ELIZABETH M. ASH
OF WILKES-BARRE
NO. 28 of 1988 E.D. NO. 1373 of 1987 J.D. DATE OF SALE July 7, 1988

DOCKET & LEVY	\$ 14.00
SERVICE	98.00
MAILING	24.00
ADVERTISING, SALE BILLS & NEWSPAPERS	18.00
POSTING HANDBILLS	14.00
MILEAGE	16.50
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER	

TOTAL \$ 210.50

PRESS-ENTERPRISE, INC.	\$ 263.63
HENRIE PRINTING	41.70
SOLICITOR'S SERVICES	30.00

TOTAL \$ 335.33

PROTHONOTARY: LIENS LIST	\$ 20.00
DEED NOTARIZATION	5.00
OTHER	

TOTAL \$ 25.00

RECORDER OF DEEDS: COPYWORK	\$
DEED	13.50
OTHER SEARCH	5.00

TOTAL \$ 18.50

REAL ESTATE TAXES:	
BOROUGH/TWP. & COUNTY TAXES, 19 88	\$ 148.96
SCHOOL TAXES, DISTRICT 19	
DELINQUENT TAXES, 19 86, 19 87, 19 , 19	620.13

TOTAL \$ 769.09

MUNICIPAL RENTS:	
SEWER - MUNICIPALITY BERWICK, 19 88	\$ 629.46
WATER - MUNICIPALITY, 19	

TOTAL \$ 629.46

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 30.00

MISCELLANEOUS: TAX CLAIM BUREAU	\$ 5.00
---------------------------------	---------

TOTAL \$ 5.00

TOTAL COSTS \$ 2,022.88

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOC. OF WILKES BARRE VS EDWARD B. & ELIZABETH M. ASH

NO. 28 of 1988 E.D. NO. 1373 of 1987 J.D.

DATE OF SALE: July 7, 1988 at 10:00 A.M.

BID PRICE (INCLUDES COSTS)	\$ <u>2,022.88</u>
POUNDAGE 2% BID PRICE	\$ <u>40.46</u>
TRANSFER TAX 2% BID PRICE	\$ _____
MISC. COSTS	\$ _____

TOTAL NEEDED TO PURCHASE \$ 2063.34

PURCHASER(S) : FRANKLIN FIRST FEDERAL S&L ASS'n
ADDRESS : 44 W. Market St, Wilkes Barre, Pa 18773
NAME(S) ON DEED: SAME

PURCHASER(S) SIGNATURE(S) : Eugene A. Homay, V.P.

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE	\$ <u>2063.34</u>
LESS DEPOSIT	\$ <u>500.00</u>
DOWN PAYMENT	\$ _____
AMOUNT DUE IN EIGHT DAYS	\$ <u>1563.34</u>

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT _____

DOCKET AND INDEX _____

SET FILE FOLDER UP _____

CHECK FOR PROPER INFO

WRIT OF EXECUTION _____

COPY OF DESCRIPTION _____

WHEREABOUTS OF LAST KNOWN ADDRESS _____

NON-MILITARY AFFIDAVIT _____

NOTICES OF SHERIFF'S SALE _____

WATCHMAN RELEASE FORM _____

AFFIDAVIT OF LIENS LIST _____

CHECK FOR \$500.00 -- _____

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

SET SALE DATE AND ADV. DATES AND POSTING DATES _____

POST ALL DATES ON CALANDER _____

* SET SALE DATE AT LEAST 2MONTHS AFTER RECEIVING WRIT

* SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES

* SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE

SET DISTRIBUTION DATE _____

* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)

* MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED

FILL IN ALL NO'S ON EXECUTION PAPERS _____

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

SERVICE

TYPE CARDS FOR DEFENDANTS _____

PUT PAPERS TOGETHER FOR DEFENDANTS _____

* COPY OF WRIT FOR EACH DEFENDANT

* NOTICE OF SHERIFF SALE

* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS _____

* NOTICE OF SALE DIRECTED TO THEM

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

* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO _____

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

SHERIFF'S SALE OUTLINE ON'TSALE BILLS

SEND DESCRIPTION TO PRINTER _____

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. _____

SEND NOTICES TO LOCAL TAX COLLECTORS _____

NOTICES TO WATER AND SEWER AUTH. _____

SEND NOTICES TO FEDERAL AND STATE TAX AUTH _____

IF BUSINESS SEND COPY TO SBA AUTH. _____

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE _____

TAX CLAIM OFFICE _____

TAX ASSESSMENT OFFICE _____

PROTH OFFICE(post on board) _____

POST IN FRONT LOBBY _____

POST IN SHERIFF'S OFFICE _____

SEND COPY TO ATTY _____

POST PROPERTY ACCORDING TO DATE SET _____

SEND RETURN OF POSTING TO ATTY _____

DOCKET ALL COSTS _____

PREPARE COST SHEET 2 DAYS BEFORE SALE _____

* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE _____

HOLD SALE _____

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE _____

PAY DISTRIBUTION ACCORDING TO DATE

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

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED _____

WHEN DEED IS RECORDED SEND TO BUYER _____

FILE FOLDER _____

LIEN CERTIFICATE

DATE May 6, 1988

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

Owner or Reputed Owner: Edward B. Ash (Owner since 9/79)

Former Owner: Markle, Lester A.

Parcel No. 04.2-2-36

Description 1718 Spring Garden Ave.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986			276.67	276.67
1987			273.46	273.46
			TCB FEE	70.00
			TOTAL	\$ 620.13

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

Requested by: John Adler, Sheriff

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Director

*Given to Sheriff
5/6/88
Sheriff's Office
1 copy
1000 per*

TAX NOTICE

BERWICK BOROUGH
MAKE CHECKS PAYABLE TO:

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

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

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M A
I L
T O
ASH, EDWARD B
1718 SPRING GARDEN AVE
BERWICK, PA 18603

#300 DESIGNE A RECEIPT, ENCLOSE A STAMPED ADDRESSSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	DISCOUNT	TAX	AMOUNT PAID	DATE	INC. PENALTY
COUNTY R.E.	2210	25.00	54.14	55.25	60.78		
TWP/3000 R.E.		30.00	64.97	66.30	59.62		
FIRE		3.00	6.50	6.63	6.96		
LIGHTS		5.00	10.83	11.05	11.60		

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

**PAY THIS
AMOUNT**

APR 30
IF PAID ON
OR BEFORE

JUN 30
IF PAID ON
OR BEFORE

JULY 1
IF PAID
AFTER

PENALTY A PROPERTY DESCRIPTION

COUNTY 10% TWP/BORO 5%
ACCT NO 16514
PARCEL 04.4-2-36

THIS TAX RETURNED
TO COURT HOUSE
JANUARY 27, 1989

1718 SPR GDN AVE LOT 6 & 1/2 S
L-67.5X170
BUILDINGS
1,950

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

RECEIVED BY

TOTAL 2,210

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

Edward B. Ash and Elizabeth M. Ash

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 29th day of June
A. D., 19 88.

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE is made this 5th day of September 1979, between the Mortgagor, EDWARD B. ASH, of Berwick, County of Columbia, State of Pennsylvania; (herein "Borrower"), and the Mortgagee Franklin First Federal Savings and Loan Association of Wilkes-Barre a corporation organized and existing under the laws of the United States of America having its principal offices at Wilkes-Barre, Luzerne County, Pennsylvania (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND FOUR HUNDRED (\$14,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 10, 1999;

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

ALL:
ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot #7; Thence in a southerly direction, along the easterly line of Lot #7, a distance of 170 feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of 67 1/2 feet, more or less, to a point 67 1/2 feet, more or less, west of the westerly line of Lot #3, said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of 170 feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of 67 1/2 feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot #5 and all of Lot #6 of the Scalon plot of lots to the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to the Mortgagor herein by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated the 5th day of September 1979, and about to be recorded simultaneously herewith.

THIS IS A PURCHASE MONEY MORTGAGE.

which has the address of 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania; (herein "Property Address");
(Street) (City) (State and Zip Code)

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

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

PENNSYLVANIA—1 to 4 Family—8/75—FNUA/ENLUC UNIFORM INSTRUMENT



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

500A 196 1057

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Edward B. Ash Edward B. Ash
EDWARD B. ASH —Borrower
—Borrower

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

On this, the 5th day of September, 1979, before me, a Notary Public, personally appeared the within named EDWARD B. ASH

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes hereon contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

My Commission Expires:

4/3/82

Edward B. Ash
Berwick, Columbia County, Penna.

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

Harold Rosenn/Maurice Cantor

Attorneys for Mortgagee

Recorded in the Office for Recording of Deeds in and for the County of Columbia Commonwealth of Pennsylvania in Mortgage Book No. 196 page 1057

Witness my hand and Seal of Office this 5th day of Sept. 1979
9:02 a.m.

Mary G. Bower
Recorder of Deeds

SL HW 20 6 9 J35
TAX FEE 2.50
COLUMBIA CO. PA.
REC'D BY RECORDER
177

BOOK 196 PAGE 1060

Revised 10-1-78

MORTGAGE

THIS MORTGAGE, entered into this 19th day of AUGUST, 19 81, between EDWARD B. ASH herein called "Mortgagors," and BENEFICIAL CONSUMER DISCOUNT COMPANY, a Pennsylvania corporation having an office and place of business at 44 West Broad Street, Hazleton, Pennsylvania, herein called "Mortgagee."

WITNESSETH, that in secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note \$7,680.00 (and/or any renewal, refinancing or extension thereof, and any and all loans or advances that may be made by Mortgagee to Mortgagors thereafter from time to time, or other promissory Note or other agreement to pay which may be substituted therefor, any of all of which are hereinafter referred to as "promissory Note") 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 situated in the (City) of BERWICK County of COLUMBIA Commonwealth of Pennsylvania, described as follows:

(Insert legal description of mortgaged premises)

Municipal Tax Lot..... Block.....

Premises described in Deed Book 294 Page 446 recorded in Columbia County Court House, Bloomsburg, Pa.

BEING premises conveyed to said Mortgagors by Deed of Conveyance duly recorded in the office for the Recording of Deeds in said County in Deed Book No. 294 Page 446 as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

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

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

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

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

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

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

Signed, Sealed and Delivered in the Presence of:

Harriet T. Harwood
Witness

Edward B. Ash (SEAL)

_____ (SEAL)

_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA:)

COUNTY OF LUZERNE)

EDWARD B ASH

On this 19th day of August, 1981, before me, a Notary Public, came the above named EDWARD B ASH

Mortgagee(s) and acknowledged the within Indenture of Mortgage to be _____ 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: 1983

Notary Public of Pennsylvania

CERTIFICATE OF RESIDENCE

I, MARIE TY MARUSAK, of Beneficial Consumer Discount Company, Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagee is 44 West Broad Street, Hazleton, Pennsylvania.

Witness my hand, this 19th day of August, 1981.

Agent of Mortgage

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$8.50
AUG 27 10 24 AM '81

COMMONWEALTH OF PENNSYLVANIA

MORTGAGE

EDWARD B ASH

Name of Mortgagee

BENEFICIAL CONSUMER
DISCOUNT COMPANY

Mortgage

44 West Broad Street

Hazleton, Pa. 18201

Address

COMMONWEALTH OF
PENNSYLVANIA

COUNTY OF Columbia 10:24 a.m.

RECORDED on this August 27th 1981

in the Office for Recording of Deeds of said County, in Mortgage Book No. 206 Page 441.

RECORDER

BOOK 206 PAGE 442

LIST OF LIENS

VERSUS

Edward B. Ash and Elizabeth M. Ash

Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare

versus

Edward B. Ash

No. 203 of 1985 Term, 19
Real Debt ||\$ 5000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Feb. 22, 1985
Nature of Lien Reimb Agreement

Franklin First Federal Savings

& Loan Association of W-B

versus

Edward B. Ash & Elizabeth M. Ash

No. 1049 of 1986 Term, 19
Real Debt ||\$ 17,152.16
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Jan. 6, 1986
Nature of Lien Default

CRJ of June 1 - 1986

Borough of Berwick

versus

Edward B. Ash & Elizabeth M. Ash

No. M.L.40 of 1988 Term, 19
Real Debt ||\$ 437.51
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Jan 15, 1988
Nature of Lien Sewer Claim

Franklin First Fed. Savings &

Loan Assoc. Wilkes-Barre

versus

Edward B. Ash & Elizabeth M. Ash

No. 1373 of April 28, 1988 Term, 19
Real Debt ||\$ 23,673.80
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien April 28, 1988
Nature of Lien Def. Judgement

CRJ of June 23 - 1988

versus

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

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

Paul R. Eyerly, III, Publisher, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on June 9th, June 16th, June 23rd,, 1988 . . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of

..... Paul R. Eyerly, III

Sworn and subscribed to before me this . . . 27th . . . day of . . . June . . . 19 . . . 88 . . .

..... Matthew J. Creme

(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
Bloomsburg, PA Columbia County
My Commission Expires JULY 5, 1989

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

.....



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

May 5, 1988

LeRoy S. Zimmerman
ATTORNEY GENERAL

Reply To:

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

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

Re: Edward B. & Elizabeth M. Ash

Dear Sheriff Adler:

A review of the records of this office show no claims referred here against Edward B. or Elizabeth M. Ash.

Very truly yours,

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

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

TCZ/kf

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

June 3, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF WILKES-BARRE VS. EDWARD B.
AND ELIZABETH
ASH

No. 28 of 1988 E.D.
No. 1373 of 1988 J.D.

Gary E. Norton
238 Market Street
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed a certified return of posting for the above named sheriff sale scheduled in our office on July 7, 1988 at 10:00 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
Susan S. Beaver
Deputy Sheriff

SSB

Encl. (2)

OFFICE OF
JOHN R. ADLER



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

PHONE:
717-784-1991

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

NO. 28 of 1988

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

June 2, 1988 at 11:00 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF EDWARD B. & ELIZABETH ASH
1718 Spring Garden Avenue, Berwick, PA 18603 POSTED TO FRONT DOOR
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
3rd day of June, 1988

Nelson K. Linn, Dep.
Tami B. Kline, Prothonotary
Columbia County, Pennsylvania

PROTH. & CLK. OF CO. COURT

MY COMM. EX. 1st MON. JAN. 7, 1993

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

May 12, 1988

FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF WILKES-BARRE vs. EDWARD B.
AND ELIZABETH
M. ASH

No. 28 of 1988 E.D.
No. 1373 of 1987 J.D.

Gary E. Norton
238 Market Street
Bloomsburg, PA 17815

Dear Gary:

Please find enclosed the certified service returns for the above named writ of execution filed with our office. The sale is scheduled for July 7, 1988 at 10:00 A.M. in the sheriff's office.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

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. 28 of 1988

WRIT OF EXECUTION

SERVICE ON EDWARD B. ASH

ON May 2, 1988 AT 1:36 P.M., A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON
Edward B. Ash
AT Design Homes, place
of employment, Old Berwick Road, Bloomsburg, PA 17815
BY DEPUTY SHERIFF
James Dent and Louise Frantz

SERVICE WAS MADE BY PERSONALLY HANDING SAID WRIT OF EXECUTION AND NOTICE OF
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO THE DEFENDANT.

SO ANSWERS:

DEPUTY SHERIFF

James Dent Louise Frantz

SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 20th DAY OF May, 1988

Bonnie M. Kline
JAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

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

No. 28 of 1988

WRIT OF EXECUTION

SERVICE ON ELIZABETH M. ASH

ON May 2, 1988 AT 1:55 P.M., A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON
Elizabeth M. Ash AT 368 Grant Street,
Berwick, PA 18603
James Dent and Louise Frantz BY DEPUTY SHERIFF

SERVICE WAS MADE BY PERSONALLY HANDING SAID WRIT OF EXECUTION AND NOTICE OF
SHERIFF'S SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO THE DEFENDANT.

SO ANSWERS:

DEPUTY SHERIFF
Louise Frantz & James Dent

SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 20th DAY OF May, 1988

Bonnie M. Kline
TAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 28 OF 1988 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, JULY 7, 1988
AT 10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE, OR PARCEL OF LAND:

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot Number Seven (7); Thence in a southerly direction, along the easterly line of Lot Number Seven (7), a distance of One Hundred Seventy (170) feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to a point Sixty-Seven and One-Half (67 1/2) feet, more or less, west of the westerly line of Lot Number Three (3), said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of One Hundred Seventy (170) feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot Number Five (5) and all of Lot Number Six (6) of the Scanlon plot of lots to the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to Edward B. Ash by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated the 5th day of September, 1979, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Book Volume 294, page 446.

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

PREMISES improved with a one unit, two story, half double dwelling, more commonly known as 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER WITH all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against Edward B. Ash and Elizabeth M. Ash.

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

GARY E. NORTON
Attorney for Plaintiff

TO BE SOLD BY:

John R. Adler, Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: April 28, 1988

To: Small Business Administration

20 N. Penna. Avenue

Room 2327

Wilkes-Barre, PA 18701

Franklin 1st Federal Svcs. &
RE: Loan Assoc. of Wilkes Barre vs Edward B. & Elizabeth M. Ash

No. 28 of 1988 ED No. 1373 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: April 28, 1988

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

Department of Public Welfare

P.O. Box 8016

Harrisburg, PA 17105

Franklin 1st Fed. Svgs. & Loan
RE: Assoc. of Wilkes-Barre vs Edward B. & Elizabeth M. Ash

No. 28 of 1988 ED No. 1373 of 1987 JD

Dear Sir:

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

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

Sincerely,

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

John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: April 28, 1988

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

Harrisburg, PA 17105

Franklin 1st Federal Svgs. & Loan

RE: Assoc. of Wilkes-Barre vs Edward B. & Elizabeth M. Ash

No. 28 of 1988 ED No. 1373 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
717-784-1091

Date: April 28, 1988

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

Fourth & Walnut Streets

Harrisburg, PA 17120

Franklin 1st Federal Svgs. & Loan

RE: Assoc. of Wilkes-Barre vs Edward B. & Elizabeth M. Ash

No. 28 of 1988 ED No. 1373 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: April 28, 1988

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

ATTN: SPECIAL PROCEDURES FUNCTION

Franklin 1st Federal Svgs. & Loan
RE: Assoc. of Wilkes-Barre vs Edward B. & Elizabeth M. Ash

No. 28 of 1988 ED No. 1373 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
COURTHOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17815

PHONE
717-784-1991

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: 4-28-88

RE: Sheriff's Sale Advertising Dates

Franklin 1st Federal vs Edward & Elizabeth Ash
No. 28 of 1988 ED No. 1373 of 1987 JD

Dear Sir:

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

1st week June 9, 1988

2nd week June 16, 1988

3rd week June 23, 1988

Feel free to contact me if you have any problems.

Sincerely,

John R. Adler
John R. Adler
Sheriff

enc.



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



50-1042
223

98- 307368299

PR 19 1988
Date

Amount
\$500.00

PAY ~~FRANKLIN~~ FIRST 500 dol's 00cts

TO THE ☐
ORDER
OF

Sheriff of Columbia County

DRAWER, FRANKLIN FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

AUTHORIZED SIGNATURE

TO CITIBANK (NEW YORK STATE), ROCHESTER, N.Y.

⑆022310422⑆ 8⑈409688 307368299

Please detach before depositing

98- 307368299

Date	Description	Amount
April 19, 1988	04-02033-31 Foreclosure re: Edward B. Ash 1718 Spring Garden Ave., Berwick, PA	\$500.00

Franklin First Federal Savings and Loan Association

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: CONNIE C. GINGHER, Berwick Borough Tax Collector, 120 Rear East Third Street, Berwick, Pennsylvania 18603; you may have an interest in the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday , July 7 , 1988, at 10:00A.m., eastern time, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY: 

WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

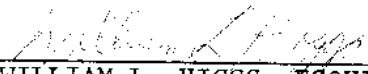
TO: PENNSYLVANIA AMERICAN WATER, P.O. Box 313, Milton, Pennsylvania 17847; you may have an interest in the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday, July 7, 1988, at 10:00 Am., eastern time, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY:


WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

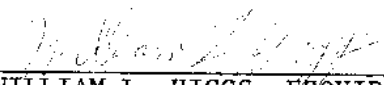
TO: SEWER RENTAL OFFICE, Borough of Berwick, 344 Market Street, Berwick, Pennsylvania 18603; you may have an interest in the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday , July 7 , 1988, at 10:00am., eastern time, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY:



WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE


TO: COLUMBIA COUNTY TAX CLAIM BUREAU, Columbia County Court-house, Bloomsburg, Pennsylvania 17815; you may have an interest in the Real Estate hereinafter described.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday, July 7, 1988, at 10:00 a.m., eastern time, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY:



WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

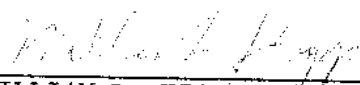
TO: BENEFICIAL CONSUMER DISCOUNT COMPANY, 44 West Broad Street, Hazleton, Pennsylvania 18201; you may be a Mortgagee of the Real Estate hereinafter described by virtue of a Mortgage recorded in Columbia County Mortgage Book 206 at page 441.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on Thursday, July 7, 1988, at 10:00 a.m., eastern time, all the individual Defendants' right, title and interest, in and to ALL that certain piece or parcel of land situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY:



WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: COMMONWEALTH OF PENNSYLVANIA, Department of Public Welfare,
Bureau of Claim Settlement, 300 North Second Street, 5th Floor,
Harrisburg, Pennsylvania 17105; you may be a Lienholder of the Real
Estate hereinafter described by virtue of Judgment filed to Columbia
County No. 203 of 1985.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ
of Execution issued under the above-captioned Judgment, directed to
the Sheriff of Columbia County, there will be exposed to public sale,
by vendue or outcry to the highest and best bidders, for cash, in the
Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of
Columbia, and State of Pennsylvania, on Thursday, July 7, 1988,
at 10:00 am., eastern time, all the individual Defendants' right, title
and interest, in and to ALL that certain piece or parcel of land
situate at 1718 Spring Garden Avenue, Berwick Borough, Columbia
County, Pennsylvania, the same more particularly described in Exhibit
"A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD

BY: William L. Higgs

WILLIAM L. HIGGS, ESQUIRE
15 South Franklin Street
Wilkes-Barre, PA 18711

Attorneys for Plaintiff

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

NOTICE OF SHERIFF'S SALE
OF
REAL ESTATE

TO: EDWARD B. ASH and ELIZABETH M. ASH, Defendants herein and owners of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, and State of Pennsylvania, on , , 1988, at

.m., eastern time, all your right, title and interest in and to ALL that certain piece or parcel of land situate at 1718 Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same more particularly described in Exhibit "A", attached hereto and incorporated herein.

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

ROSENN, JENKINS & GREENWALD



WILLIAM L. HIGGS, ESQUIRE

DERR, PURSEL & LUSCHAS

GARY E. NORTON, ESQUIRE

Attorneys for Plaintiff

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. of 1988, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on , 1988, at o'clock .m., all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot Number Seven (7); Thence in a southerly direction, along the easterly line of Lot Number Seven (7), a distance of One Hundred Seventy (170) feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to a point Sixty-Seven and One-Half (67 1/2) feet, more or less, west of the westerly line of Lot Number Three (3), said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of One Hundred Seventy (170) feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot Number Five (5) and all of Lot Number Six (6) of the Scanlon plot of lots to the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to Edward B. Ash by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated the 5th day of September, 1979, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Book Volume 294, page 446.

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

EXHIBIT "A"

PREMISES improved with a one unit, two story, half double dwelling, more commonly known as 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER WITH all buildings and improvements thereon.

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

SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against EDWARD B. ASH and ELIZABETH M. ASH, and will be sold by:

SHERIFF OF COLUMBIA COUNTY

ROSENN, JENKINS & GREENWALD
Attorneys

EXHIBIT "A"

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 28 of 1988, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on THURSDAY , JULY 7 , 1988, at 10:00 o'clock A .m., all the right, title and interest of the defendants in and to:

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot Number Seven (7); Thence in a southerly direction, along the easterly line of Lot Number Seven (7), a distance of One Hundred Seventy (170) feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to a point Sixty-Seven and One-Half (67 1/2) feet, more or less, west of the westerly line of Lot Number Three (3), said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of One Hundred Seventy (170) feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of Sixty-Seven and One-Half (67 1/2) feet, more or less, to the point, the place of beginning.

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

EXHIBIT "A"

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TOGETHER WITH all buildings and improvements thereon.

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SEIZED AND TAKEN into execution at the suit of Franklin First Federal Savings and Loan Association of Wilkes-Barre, Pennsylvania, against EDWARD B. ASH and ELIZABETH M. ASH, and will be sold by:

GARY E. NORTON
ATTORNEY FOR PLAINTIFF

TO BE SOLD BY:

JOHN R. ADLER, SHERIFF
COLUMBIA COUNTY

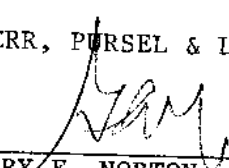
FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

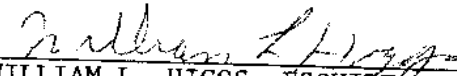
WAIVER OF WATCHMAN

Any deputy sheriff levying upon on attaching any property under within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any Plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

DERR, PURSEL & LUSCHAS

ROSENN, JENKINS & GREENWALD

BY: 
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

BY: 
WILLIAM L. HIGGS, ESQUIRE
Attorney for Plaintiff

SHERIFF OF COLUMBIA
COUNTY, PENNSYLVANIA


_____, 1988

Sir: There will be placed in your hands for service a Writ of Execution (Mortgage Foreclosure) styled as follows: FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, Plaintiff v. EDWARD B. ASH and ELIZABETH M. ASH, Defendants.

The Defendant, EDWARD B. ASH, will be found at 1718 Spring Garden Avenue, Berwick, Pennsylvania, and the Defendant, ELIZABETH M. ASH, will be found at 1718 Spring Garden Avenue and/or 368 Grant Street, Berwick, Pennsylvania.

DERR, PURSEL & LUSCHAS

ROSENN, JENKINS & GREENWALD

BY: 
GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

BY: 
WILLIAM L. HIGGS, ESQUIRE
Attorney for Plaintiff

If Writ of Execution, state below where Defendants will be found, what goods and chattels shall be seized and be levied upon. If real estate, attach five (5) double spaced type written copies of description as it shall appear in the new deed together with Street and Number of the Premises. Please do not furnish us with the old deed or mortgage.

SEE ATTACHED DESCRIPTION


FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
PLAINTIFF	:	
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

AFFIDAVIT OF NON-MILITARY SERVICE
AND CERTIFICATION OF LAST KNOWN
ADDRESS OF DEFENDANT AND PLAINTIFF

COMMONWEALTH OF PENNSYLVANIA	:
	: SS:
COUNTY OF LUZERNE	:

EUGENE S. HORANZY, being duly sworn according to law, does depose and say that he did, upon request of FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, investigate the status of EDWARD B. ASH and ELIZABETH M. ASH, the abovecaptioned Defendants, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally and has been informed and your affiant avers they are not now, nor were they within a period of three months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940; and that the last known address of said Defendant, ELIZABETH M. ASH, is 368 Grant Street, Berwick, Columbia County, Pennsylvania 18603; and that the last known address of said Defendant,

EDWARD B. ASH, is 1718 Spring Garden Avenue, Berwick, Columbia County, Pennsylvania; and the address of the above Plaintiff is 44 West Market Street, Wilkes-Barre, Luzerne County, Pennsylvania.


EUGENE S. HORANZY, Vice-President
FRANKLIN FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF WILKES-BARRE

SWORN to and subscribed
before me this *24th* day
of *April*, 1988.


NOTARY PUBLIC

NOTARY PUBLIC
Wilkes-Barre, Luzerne County, Pa.
My Commission Expires August 15, 1989

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

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

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs.

NO. 1373 Term 1987J.D.

EDWARD B. ASH and
ELIZABETH M. ASH,

NO. #28 of 1988 Term 1988E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

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

**Amount due as of the date of Sheriff's Sale, , 1988,
will be \$23,673.30, plus a per diem charge at the rate of \$4.56 from
April 8, 1988, through to the date of any Sheriff's Sale pursuant to
the Judgment demanded herewith, together with all costs of suit and
any money hereinafter expended by the Plaintiff in payment of taxes,
sewer and water rents, claims or charges for insurance or repairs, and
any and all other expenses hereafter made by Plaintiff.

PARCEL NO.

04.4-2-36

Amount Due	\$16,553.20
Attorney's Commission	\$ 1,655.32
Interest to 4/8/88	<u>\$ 5,464.78</u>

TOTAL

\$23,673.30 Plus costs **

as endorsed.

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

Dated 28 April 1988.

(SEAL)

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

FRANKLIN FIRST FEDERAL SAVINGS AND	:	IN THE COURT OF COMMON PLEAS
LOAN ASSOCIATION OF WILKES-BARRE,	:	
	:	OF COLUMBIA COUNTY
VS.	:	CIVIL ACTION-LAW
	:	
EDWARD B. ASH and	:	
ELIZABETH M. ASH,	:	
	:	
DEFENDANTS	:	NO. 1373 OF 1987

AFFIDAVIT PURSUANT TO PA. R.C.P. RULE 3129

FRANKLIN FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WILKES-BARRE, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located at 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania, the same being more particularly described in Exhibit "A", attached.

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

<u>Name:</u>	<u>Address:</u>
Edward B. Ash	1718 Spring Garden Avenue Berwick, PA 18603

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

<u>Name:</u>	<u>Address:</u>
Edward B. Ash	1718 Spring Garden Avenue Berwick, PA 18603
Elizabeth M. Ash	368 Grant Street Berwick, PA 18603

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

<u>Name:</u>	<u>Address:</u>
Commonwealth of Pennsylvania Department of Public Welfare	Bureau of Claim Settlement 300 North Second Street, 5th Floor Harrisburg, PA 17105

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

Name:

Address:

Franklin First Federal Savings and
Loan Association of Wilkes-Barre

44 W. Market Street
Wilkes-Barre, PA 18773

Beneficial Consumer Discount Company

44 West Broad Street
Hazleton, PA 18201

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

Name:

Address:

None

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

Name:

Address:

Columbia County Tax Claim Bureau

Columbia County Courthouse
Bloomsburg, PA 17815

Connie C. Gingher,
Berwick Borough Tax Collector

120 Rear East Third Street
Berwick, PA 18603

Sewer Rental Office
Borough of Berwick

344 Market Street
Berwick, PA 18603

Pennsylvania American Water

P.O. Box 313
Milton, PA 17847

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

DERR, PURSEL & LUSCHAS

DATE

GARY E. NORTON, ESQUIRE
Attorney for Plaintiff

ALL THAT CERTAIN piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described, as follows:

BEGINNING at a point on the southerly side of Spring Garden Avenue, said point being the northeasterly corner of Lot Number Seven (7); Thence in a southerly direction, along the easterly line of Lot Number Seven (7), a distance of One Hundred Seventy (170) feet, more or less, to an alley; Thence in an easterly direction, along said alley, a distance of Sixty-Seven and One-Half ($67 \frac{1}{2}$) feet, more or less, to a point Sixty-Seven and One-Half ($67 \frac{1}{2}$) feet, more or less, west of the westerly line of Lot Number Three (3), said point being an extension of the dividing line of a double dwelling; Thence in a northerly direction, on a straight line through the center of the said double dwelling, a distance of One Hundred Seventy (170) feet, more or less, to the southerly line of Spring Garden Avenue; Thence in a westerly direction, along the southerly line of Spring Garden Avenue, a distance of Sixty-Seven and One-Half ($67 \frac{1}{2}$) feet, more or less, to the point, the place of beginning.

BEING the westerly half of Lot Number Five (5) and all of Lot Number Six (6) of the Scanlon plot of lots to the Borough of West Berwick, now Berwick, upon which is erected the westerly half of a double dwelling.

BEING the same premises conveyed to Edward B. Ash by Deed of Lester A. Markle and Valerie J. Markle, his wife, dated the 5th day of September, 1979, and recorded in the Office of the Recorder of Deeds in and for Columbia County in Book Volume 294, page 446.

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

PREMISES improved with a one unit, two story, half double dwelling, more commonly known as 1718 Spring Garden Avenue, Berwick Borough, Columbia County, Pennsylvania.

TOGETHER WITH all buildings and improvements thereon.