

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

September 23, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE FRANK AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed a check for \$276.47. This check represents the monies that were collected for the sewer rental for the above named sheriff sale that was held in our office recently. This amount is being returned to you, as the defendants paid this amount during the sheriff sale proceedings.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan S. Beaver".

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
717-784-1091

September 20, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE FRANK AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

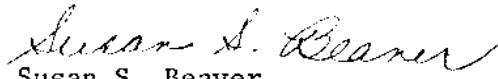
Leon Haller
1719 North Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed the recorded deed for the above named sheriff sale that was held in our office recently. The deed was recorded to the VA as instructed by you.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

xc:file

**COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE**

Date 6/21/, 19 86

OWNER OR REPUTED OWNER

Frank, Constantine & Allison L.
Owner since 6/74
Former Owner Constitutions Violet T.

DESCRIPTION OF PROPERTY

225 E. 4th St.

PARCEL NUMBER

04.1-1-1

IN Patrick 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 '7

Requested by: John A. H. Schell

COLUMBIA COUNTY TAX CLAIM BUREAU

SEP 1 1988

FEE - \$2.00

Sale Date 7-12-88
Ad 9/24/88

LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET

HARRISBURG, PENNSYLVANIA 17102-2392

JOHN W. PURCELL

HOWARD B. KRUG

LEON P. HALLER

JOHN W. PURCELL, JR.

VALERIE A. POTTEIGER

ANTHONY DISANTO

TELEPHONE (717) 234-4178

TELECOPIER (717) 233-1149

JOSEPH NISSLEY (1910-1982)

HERSHEY

1099 GOVERNOR RD.

P. O. BOX 571, 17033

(717) 533-3836

WEST SHORE

(717) 761-6034

September 15, 1988

John Adler, Sheriff
Sheriff's Office
Columbia County Court House
Post Office Box 380
Bloomsburg, PA 17815

Re: The Lomas & Nettleton Company vs. Constantine Frank and
Allison L. Frank
In the Court of Common Pleas of Columbia County, PA
No. CP 3889 1988
In Mortgage Foreclosure

Dear Sheriff Adler:

Thank you for speaking to me on September 2, 1988. We have been advised by the Sheriff's Office that it would not record the Deed into the U. S. Veterans Administration notwithstanding my letter of July 26, 1988, and Affidavit of Value. You have further indicated that your office would no longer allow any assignments.

This case involved a foreclosure on a first mortgage, guaranteed by the United States Veterans Administration. Specific bidding instructions were given by the VA prior to this sale and property purchased by the Plaintiff on behalf of the VA. A transfer to the Veterans Administration, as an agency of the United States government, is tax exempt under the Transfer Tax Regulations a promulgated by the Commonwealth of Pennsylvania.

Although I can understand the reluctance of the Sheriff to allow Plaintiff's counsel to stall or hold up the Sheriff in recording post-sheriff sale deeds, such is not the case in this instance. On the contrary, the Sheriff's Office seems to have simply set an arbitrary standard to the effect that a deed cannot be assigned to anyone. Having handled Sheriff Sales in every County in this State, your office is the only one that has refused to record the deed as requested. Certainly, no one would have any problem with local rules specifying that the Sheriff must be advised of assignments within a few days after a Sheriff's Sale.

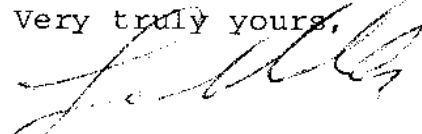
I am respectfully requesting that the Sheriff's Office reconsider in this case and allow the deed to be recorded into the Veterans Administration. Your action will result in costing the

John Adler, Sheriff
September 15, 1988
Page 2

U. S. government the 2% transfer taxes since a deed would be recorded to the mortgage company, and then a later deed recorded back to the VA. In such instance, transfer taxes would be collected from Lomas and paid back by the VA as reimbursement expenses to the mortgage company.

I am forwarding a copy of this letter to your Solicitor, Thomas James, who I understand will review and comment. I am also forwarding a copy of the letter to The Lomas & Nettleton Company and to the U. S. Veterans Administration, which will be referring the matter to its legal counsel. Your consideration is appreciated.

Very truly yours,



Leon P. Haller

LPH:bel

cc: Thomas James, Esquire

U. S. Veterans Administration
Attention: Tom Fields
#407/058

The Lomas & Nettleton Company
Attention: Scott Keller
L&N Loan No.: 07-37-81882

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

September 16, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE FRANK AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

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

Dear Sir:

Please find enclosed a check for \$159.32 to cover the advertising expenses 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
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

September 16, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE FRANK AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

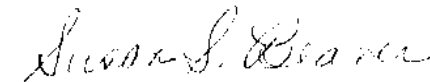
Chris Klinger
Boro of Berwick
344 Market Street
Berwick, PA 18603

Dear Chris:

Please find enclosed a check in the amount of \$276.47 to cover the sewer rental for the above named sheriff sale held in our office recently. The new owners are Administrator of Veterans Affairs, whose address is Wissahickon and Manheim Avenue, Phila., PA 19101.

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

September 16, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 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.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

SHERIFF'S SALE

Distribution Sheet

THE LOMAS & NETTLETON COMPANY

VS. CONSTANTINE AND ALLISON L. FRANK

NO. 389 of 1988 JD

DATE OF SALE: July 12, 1988

NO. 30 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 12, 1988 and (time) 10:08 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 THE LOMAS & NETTLETON COMPANY for the price or sum of Seven hundred seventy five and 04/100 Dollars. THE 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	\$	<u>1200.00</u>	
Poundage		<u>24.00</u>	
Transfer Taxes			
Total Needed to Purchase	\$		<u>799.04</u>
Amount Paid Down			<u>500.00</u>
Balance Needed to Purchase			<u>299.04</u>

EXPENSES:

Columbia County Sheriff - Costs.....	\$	<u>193.00</u>	
Poundage		<u>24.00</u>	
			<u>\$ 217.00</u>
Newspaper			<u>159.32</u>
Printing.....			<u>37.25</u>
Solicitor			<u>30.00</u>
Columbia County Prothonotary			<u>25.00</u>
Columbia County Recorder of Deeds -			<u>23.00</u>
		Deed copy work	
		Realty transfer taxes	
		State stamps	
Tax Collector ()			
Columbia County Tax Assessment Office.....			
State Treasurer			<u>26.00</u>
Other: BERWICK SEWER			<u>276.47</u>
TAX CLAIM BUREAU			<u>5.00</u>

TOTAL EXPENSES: \$ 799.04

Total Needed to Purchase	\$	<u>799.04</u>	
Less Expenses			
Net to First Lien Holder			
Plus Deposit			<u>500.00</u>
Total to First Lien Holder BAL. Due	\$		<u>299.04</u>

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

SHERIFF'S SALE - COSTS SHEET

THE LOMAS & NETTLETON COMPANY

vs.

CONSTANTINE AND ALLISON L. FRANK

NO. 30 of 1988 E.D. NO. 389 of 1988 J.D. DATE OF SALE July 12, 1988

DOCKET & LEVY	\$ 14.00
SERVICE	81.00
MAILING	20.00
ADVERTISING, SALE BILLS & NEWSPAPERS	18.00
POSTING HANDBILLS	14.00
MILEAGE	20.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	9.00
OTHER	

TOTAL \$ 193.00

PRESS-ENTERPRISE, INC.	\$ 159.32
HENRIE PRINTING	37.25
SOLICITOR'S SERVICES	30.00

TOTAL \$ 226.57

PROTHONOTARY: LIENS LIST	\$ 20.00
DEED NOTARIZATION	5.00
OTHER	

TOTAL \$ 25.00

RECORDER OF DEEDS: COPYWORK	\$ 4.50
DEED	13.50
OTHER	5.00

TOTAL \$ 23.00

REAL ESTATE TAXES:	
BOROUGH/TWP. & COUNTY TAXES, 19	\$
SCHOOL TAXES, DISTRICT	19
DELINQUENT TAXES, 19	19

TOTAL \$

MUNICIPAL RENTS:	
SEWER - MUNICIPALITY BERWICK	19 88 \$ 276.47
WATER - MUNICIPALITY	19

TOTAL \$ 276.47

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 26.00

MISCELLANEOUS: TAX CLAIM BUREAU \$ 5.00

TOTAL \$ 5.00

TOTAL COSTS \$ 775.04

SHERIFF'S SALE - COSTS SHEET

VS.

NO. _____ E.D. NO. _____ J.D. DATE OF SALE _____

DOCKET & LEVY

\$ 17.00

SERVICE

\$ 77.00

MAILING

\$ 10.00

ADVERTISING, SALE BILLS & NEWSPAPERS

\$ 10.00

POSTING HANDBILLS

\$ 10.00

MILEAGE

\$ 10.00

CRYING/ADJOURN OF SALE

\$ 10.00

SHERIFF'S DEED

\$ 10.00

DISTRIBUTION

\$ 10.00

OTHER _____

\$ 10.00TOTAL \$ 193.00

PRESS-ENTERPRISE, INC.

\$ 159.32

HENRIE PRINTING

\$ 10.00

SOLICITOR'S SERVICES

\$ 30.00TOTAL \$ 226.57

PROTHONOTARY:

LIENS LIST

\$ 20.00

DEED NOTARIZATION

\$ 5.00

OTHER _____

\$ 0.00TOTAL \$ 25.00

RECORDER OF DEEDS:

COPYWORK

\$ 4.50

DEED

\$ 13.50

OTHER _____

\$ 5.00TOTAL \$ 23.00

REAL ESTATE TAXES:

BOROUGH/TWP. & COUNTY TAXES, 19____

\$ _____

SCHOOL TAXES, DISTRICT _____, 19____

\$ _____

DELINQUENT TAXES, 19____, 19____, 19____, 19____

\$ _____

TOTAL \$ _____

MUNICIPAL RENTS:

SEWER - MUNICIPALITY _____, 19____

\$ _____

WATER - MUNICIPALITY _____, 19____

\$ _____

TOTAL \$ 276.47SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 26.00MISCELLANEOUS: 100.00\$ 100.00TOTAL \$ 500TOTAL COSTS \$ 775.04

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

THE LOMAS & NETTLETON COMPANY

VS CONSTANTINE AND ALLISON L. FRANK

NO. 30 of 1988

E.D.

NO. 389 of 1988

J.D.

DATE OF SALE: July 12, 1988

BID PRICE (INCLUDES COSTS)

\$ 1200.00

POUNDAGE 2% BID PRICE

\$ 24.00

TRANSFER TAX 2% BID PRICE

\$ _____

MISC. COSTS

\$ _____

TOTAL NEEDED TO PURCHASE

\$ _____

PURCHASER(S) : _____

ADDRESS : _____

NAME(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S) : Michael P. Krumpal

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 799.04

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$ _____

AMOUNT DUE IN
EIGHT DAYS \$ 299.04

775.04
24.00
799.04

30 Registered Delivery

Article Number: 128 369

Types of Service: ☒ Registered ☒ Insured ☐ COD

Always obtain signature of addressee or agent on DATE DELIVERED.

B. Addressee's Address (ONLY IF Registered and fee paid)

DOMESTIC RETURN RECEIPT

Article Number: 128 369

Types of Service: ☒ Registered ☒ Insured ☐ COD

Always obtain signature of addressee or agent on DATE DELIVERED.

B. Addressee's Address (ONLY IF Registered and fee paid)

DOMESTIC RETURN RECEIPT

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

Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery **30**

3. Article Addressed to:
Commonwealth of Penna.
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 1255
Harrisburg, PA 17103

4. Article Number:
P 587 128 360

Type of Service:
☒ Registered as ☐ Insured ☐ COD
☐ Certified ☐ Registered Mail

Always obtain signature of addressee or agent on DATE DELIVERED.

Signature - Addressee: *[Signature]*

Signature: *[Signature]*

MAY 20 1988

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 so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery

3. Article Addressed to:

4. Article Number:

Type of Service:
☐ Registered as ☐ Insured ☐ COD
☐ Certified ☐ Registered Mail

Always obtain signature of addressee or agent on DATE DELIVERED.

Signature - Addressee:

Signature:

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 so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery

3. Article Addressed to:

4. Article Number:

Type of Service:
☐ Registered as ☐ Insured ☐ COD
☐ Certified ☐ Registered Mail

Always obtain signature of addressee or agent on DATE DELIVERED.

Signature - Addressee:

Signature:

DOMESTIC RETURN RECEIPT

30 Restricted Delivery

Article Number 826 895

Insured COD

Signature of addressee or agent

DATE DELIVERED

Address ONLY if business and fee paid

DOMESTIC RETURN RECEIPT

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

Put your address in the "RETURN TO" space on the reverse side. Failure to do so will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1 ☐ Show to whom delivered, date, and addressee's address 2 ☐ Restricted Delivery 30

3 Article Addressed to Press-Enterprise

4 Article Number P-587 128 348

Type of Service

☒ Certified ☐ COD

☐ Express Mail

Signature of Addressee

DATE DELIVERED

DOMESTIC RETURN RECEIPT

DOMESTIC RETURN RECEIPT

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

July 13, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE AND ALLISON FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

Leon Haller
1719 North Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

This letter is in reference to the assignment of deeds for sheriff's sales held in the Columbia County Sheriff's Office. Although it has been our practice to assign these deeds, this service will no longer be available.

We are required to file the schedule of distribution of proceeds within 30 days of the sale and to distribute them in accordance with the schedule within ten (10) days. Because of delays in communication with the attorneys and because of difficulties in collecting the transfer tax when the assignment is to a party other than the mortgagee, the distribution of proceeds has been greatly delayed. We are, therefore, no longer offering the service of assigning deeds.

This procedure is in accordance with other sheriff's departments in our area.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

xc:file

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT 5-9-88
DOCKET AND INDEX 5-13-88
SET FILE FOLDER UP 5-13-88
CHECK FOR PROPER INFO
WRIT OF EXECUTION 5-13-88
COPY OF DESCRIPTION 5-13-88
WHEREABOUTS OF LAST KNOWN ADDRESS _____
NON-MILITARY AFFIDAVIT 5-13-88
NOTICES OF SHERIFF'S SALE 5-13-88
WATCHMAN RELEASE FORM 5-13-88
AFFIDAVIT OF LIENS LIST 5-13-88
CHECK FOR \$500.00 -- 5-13-88

* 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 5-13-88
POST ALL DATES ON CALENDAR 5-13-88
* 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 5-13-88
* 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 5-13-88
TYPE PROPER INFO ON DESCRIPTION (refer to previous sales) 5-13-88

SERVICE

TYPE CARDS FOR DEFENDANTS 5-13-88
PUT PAPERS TOGETHER FOR DEFENDANTS 5-13-88
* COPY OF WRIT FOR EACH DEFENDANT
* NOTICE OF SHERIFF SALE
* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS 5-13-88
* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECEIPT 5-13-88
* 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 JN'TSALE BILLSSEND DESCRIPTION TO PRINTER 5-2-88

** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. 5-16-88SEND NOTICES TO LOCAL TAX COLLECTORS 5-16-88NOTICES TO WATER AND SEWER AUTH. 5-16-88SEND NOTICES TO FEDERAL AND STATE TAX AUTH 5-16-88IF BUSINESS SEND COPY TO SBA AUTH. 5-16-88HANDBILLS

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 _____



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

May 20, 1988

LeRoy S. Zimmerman
ATTORNEY GENERAL

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

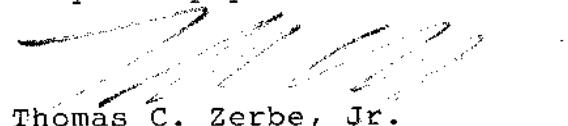
John R. Adler, Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Re: Constantine & Allison L. Frank

Dear Sheriff Adler:

I checked the computerized records of the Collections Unit Office of Attorney General and find no claims in the hands of this office against Constantine and Allison L. Frank.

Very truly yours,


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

TCZ/kf

BERKIC BOROUGH

• TAKE CHECKS PAYABLE TO:

CONNIE C. GINGER
F-120 E 3RD ST MIDTOWN PLAZA
BERWICK, PA. 13603

HOURS
WED 9:00 TO 12:00 MON,

TUE, THUR & FRI 9 TO 5

FRI 9 TO 7 DURING DISCOUNT
PHONE

PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

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

**PAY THIS
AMOUNT**

168.55
APR 30
PAID ON
OR BEFORE

171.99
JUN 30
IF PAID ON
OR BEFORE

184-01
JULY 1
PAID
AFTER

DATE 03/01/88 BILL NO. 01541

FOR COLUMBIA COUNTY	
DESCRIPTION	ASSESS

ASSESSMENT

MILLS

LESS DISCOUNT

Tax

AMOUNT	DUE
FACE	

INCL PENALTY

COUNTY R.-E.
TWP/BORO R.-E.

25.00
30.00

66.88
80.26

68.25
81.90

75.08
86.00

LIGHTS

500

13.38

13.65

14-33

FRANK, CONSTANTINE & ALISON L.

223 E. 3RD ST

BERWICK, PA 18603

PENALTY A TPROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 5%
ACCT NO. 13742
PARCEL 04.1-5-9-1
223 E 3RD ST PART LOT 1
L-49.5X100
BUILDINGS

REC'D BY

1

TOTAL	2,730
-------	-------

3/10/87

M. C. L. Co.
The last notice was paid by check - \$200.00 on March 9, 1908.

What you
know though

LIST OF LIENS

VERSUS

...Constantine Frank and Allison L. Frank.....

..... Court of Common Pleas of Columbia County, Pennsylvania.

Sears, Roebuck Co.

versus

..Constantine Frank.....

No. 1110 of Term, 19. 86.
Real Debt ||\$ 1392|. 09...
Interest from |||.....
Commission |||.....
Costs |||.....
Judgment entered
Date of Lien October 9, 1986
Nature of Lien Transcript of Judgment

The Lomas & Nettleton Co.

versus

Constantine & Allison Frank

Execution 30-1988
No. 389 of Term, 19. 88.
Real Debt ||\$ 29,892|. 84...
Interest from |||.....
Commission |||.....
Costs |||.....
Judgment entered
Date of Lien May 9, 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

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

Constantine Frank and Allison L. Frank

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 7th day of July
A.D., 1988.

Beverly J. Michael RECORDER

**PENNSYLVANIA HOUSING FINANCE AGENCY
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

MORTGAGE

THIS MORTGAGE, entered into this 28th day of July, 1987,
by and between Constantine & Alison L. Frank
(herein "Borrower"), residing at 223 East Third Street
Berwick, Pennsylvania 18603
Columbia county

AND

the PENNSYLVANIA HOUSING FINANCE AGENCY, (herein "PHFA" or "AGENCY"), a public corporation and government instrumentality, created by and existing pursuant to the Housing Finance Agency Law (35 P.S. Section 1680.101 et seq., as amended, hereinafter referred to as "Act"), having its principal office at 2101 North Front Street, City of Harrisburg, County of Dauphin, Commonwealth of Pennsylvania.

WHEREAS, Borrower is indebted to PHFA in an amount not to exceed the principal sum of TWO THOUSAND FIVE HUNDRED
DOLLARS AND NO CENTS (\$ 2,500.00) Dollars, which indebtedness is evidenced by Borrower's
Note dated this date, (herein "Note"), providing for the payment of installments of principal and interest, when required pursuant to its terms.

This Mortgage is given by the Borrower to PHFA to secure any and all sums loaned by PHFA on behalf of the Borrower pursuant to the Homeowner's Emergency Mortgage Assistance Program, established by Act 91 of 1983, and any subsequent amendments. The sums secured by this Mortgage are evidenced by a Note between the parties, and include the following:

- A. All sums advanced by PHFA to satisfy delinquent mortgage obligations of the Borrower to one or more mortgage lenders holding security on the real property described below.
- B. All sums that will be advanced by PHFA in the future to maintain such mortgage obligations of the Borrower in current status.
- C. Any related costs, fees, taxes or other expenses advanced on behalf of the Borrower by PHFA.
- D. Any interest owed by the Borrower to PHFA that accrues on the principal sums that have been advanced.

To secure the repayment of such sums, Borrower does hereby mortgage, grant and convey to PHFA the following described real property, located in the County of Columbia, Commonwealth of Pennsylvania, which real property has the address of 223 East Third Street, Berwick, Pennsylvania 18603, and is described as follows: See Appendix "A" attached herein.

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

BORROWER AND PHFA COVENANT AND AGREE AS FOLLOWS:

1. **BORROWER'S COVENANT.** Borrower covenants that Borrower is lawfully seized of the Property hereby conveyed and has the right to mortgage, grant and convey the Property to PHFA.
2. **REQUIRED PAYMENTS.** Borrower's obligation to make payments of interest and/or principal on the sums advanced pursuant to the terms of this Mortgage will be determined by PHFA. This determination will be made on the basis of information submitted to PHFA by the Borrower. PHFA will notify the Borrower of the amount due to be repaid each month toward principal and interest. The Borrower shall make payments of principal and interest, as required, by the fifteenth (15th) of each month.
The obligation of the Borrower to make payments to PHFA will be determined by PHFA pursuant to the requirements of Act 91 of 1983 and any subsequent amendments. Those requirements are specified in the Note between the parties and in the Delinquent Mortgage Repayment Agreement entered into between the parties to this Mortgage and the respective mortgage lender(s) of the Borrower.
In the event there is more than one Borrower, the obligation of each shall be joint and several.
3. **INTEREST.** Except when otherwise provided in the Note, or the Delinquent Mortgage Repayment Agreement, interest shall accrue on the sums advanced pursuant to this Mortgage at the rate of nine percent (9%) per annum. Such interest shall only accrue when permitted to do so by Act 91 of 1983, or any amendments thereto.
4. **DEFAULT.** If Borrower fails to make timely payments of principal and interest as required by this Mortgage, its accompanying Note, or the Delinquent Mortgage Repayment Agreement, or if the Borrower violates any other term of this Mortgage, its accompanying Note or the Delinquent Mortgage Repayment Agreement, which violation is not remedied within a period of thirty (30) days, then PHFA may declare this Mortgage to be in default, and it may accelerate all outstanding indebtedness, by declaring all sums remaining due under this Mortgage to be immediately due and payable in their entirety. In such an event, PHFA may institute an action of mortgage foreclosure against the Borrower, or such other form of civil action as is determined appropriate by PHFA. If it is necessary for PHFA to institute such legal action, Borrower agrees that it will pay all costs and reasonable attorneys' fees actually incurred by PHFA.
5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Borrower shall maintain the Property secured by this Mortgage in good repair and shall not commit waste or permit impairment or deterioration of the Property.
6. **INSPECTION.** PHFA may make or cause to be made reasonable entries upon and inspection of the Property, provided that PHFA shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to PHFA's interest in the Property.
7. **TAXES AND INSURANCE.** The Borrower agrees that all real estate taxes, water and sewage charges, and other charges that are levied against the premises will be paid in a timely manner, and that the Borrower will not permit any liens of any kind to be placed on the premises by any taxing or other authority. Borrower further agrees that it will maintain adequate liability and hazard insurance to protect the Mortgage Premises against risk of loss, and that PHFA will be named as an additional mortgagee on any such policy.
In the event that Borrower fails to maintain adequate liability and hazard insurance as required by this paragraph, then PHFA may obtain such coverage, and add its cost to the amount owed to it by the Borrower.
8. **INSURANCE PROCEEDS.** In the event that the proceeds of an insurance claim are paid to the Borrower, and those proceeds are not to be used to restore the premises, then PHFA may claim its right to a proportional share of such proceeds to satisfy any remaining indebtedness.

BOOK 334 PAGE 146

APPENDIX "A"

THE ADDRESS OF 223 East Third Street, Berwick, Pennsylvania 18603, Columbia County
AND IS DESCRIBED AS FOLLOWS:

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, to-wit:

BEGINNING on Third Street above Pine at the corner of lot now or late of Rebecca Prosser; thence by land of the same 100 feet to a point; thence on a line parallel with Third Street, 49½ feet to the lot now or late of Jacob Belford; thence along said lot 100 feet to Third Street; thence along said street 49½ feet to the place of beginning

BEING the southerly portion of Lot No. 168 in the Woodin Addition to the Borough of Berwick.

BEING the same premises conveyed to Violet Carruthers Wallace by Catherine Canadia by deed dated September 7, 1977 and recorded in the Office of the Recorder in and for Columbia County on September 15, 1977, in Deed Book 283, Page 530.

Recorded in Columbia County
Record Book 394 Page 146
August 5, 1987 2:57PM

Beverly J. Michael

71
RECORDED
COLUMBIA CO. PA.
TAX \$50.00 FEE \$3.00
AUG 5 2 57 PM '87
PHK

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 PHFA in an amount sufficient to satisfy any outstanding indebtedness owned to PHFA.

10. **PREPAYMENT PERMITTED.** The Borrower may prepay the sums loaned pursuant to this Mortgage in whole or in part at any time without penalty.

11. **TRANSFER OF THE PROPERTY; DUE ON SALE.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without PHFA'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 in a part of the property, not containing an option to purchase, PHFA may, at PHFA's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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

13. **FORBEARANCE BY PHFA NOT A WAIVER.** Any forbearance by PHFA 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 at any appropriate time.

14. **GOVERNING LAW; SEVERABILITY.** This Mortgage shall be governed by the laws of the Commonwealth of Pennsylvania. In the event that any provision or clause of this Mortgage, the Note or the Delinquent Mortgage Repayment Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note or the Delinquent Mortgage Repayment Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and Note and the Delinquent Mortgage Repayment Agreement are declared to be severable.

15. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors, administrators, executors and/or assigns of PHFA and Borrower.

16. **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 first class or registered or certified mail addressed to Borrower at the Property address or at such other address as Borrower may designate by notice to PHFA as provided herein, and (b) any notice to PHFA shall be given by first class or registered or certified mail, return receipt requested, to PHFA's address stated herein or to such other address as PHFA 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 PHFA when given in the manner designated herein.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WITNESS:

Robert James Defenney
Robert James Defenney
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF LUZERNE) SS:

Alison L. Mark (SEAL)
Alison L. Mark (SEAL)
Constantine Mark
R.P.O.A.

On this, the 28TH day of JULY, 19 87, before me, ROBERT JAMES DELANEY, known to me (or satisfactorily proven) to be the person whose name(s) is (are) subscribed to within instrument and acknowledged that SHE executed the same for the purposes therein contained.

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

NOTARY PUBLIC
Wilkes-Barre, Luzerne County, Pa.
My Commission Expires 03/01/89

Robert James Defenney
Notary Public

I hereby certify that the principal place of business and complete post office address of the within-named Mortgagee is, and after recording this Mortgage should be returned to:

Pennsylvania Housing Finance Agency
2101 North Front Street
P.O. Box 8029
Harrisburg, Pennsylvania 17105-8029

By Robert James Defenney
Closing Agent for Mortgagee
)
) SS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF

RECORDED on this _____ day of _____, 19____, in the Office of the Recorder of Deed in and for said County, in Mortgage Book _____, Volume _____, Page _____
GIVEN UNDER my hand and seal of office the date above written.

Recorder of Deeds

PENNSYLVANIA

MORTGAGE

THIS INDENTURE, made the 16th day of April in the year of our Lord one thousand nine hundred and eighty four (1984), BETWEEN CONSTANTINE FRANK AND ALISON L. FRANK (hereinafter called 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 called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of TWENTY-FIVE THOUSAND AND 00/100

Dollars (\$ 25,000.00), with interest from date, at the rate of THIRTEEN per centum (13.000%) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of TWO HUNDRED SEVENTY-SIX AND 75/100 Dollars (\$ 276.75), commencing on the first day of June, 1984, and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of May 2014, and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the Borough of Berwick County of Columbia and Commonwealth of Pennsylvania, to wit:

SEE ATTACHED DESCRIPTION

In the event the loan secured hereby is not accepted for guaranty by the Veterans Administration, evidenced by the issuance of its loan guaranty certificate, within 60 days from the date hereof, then and at the option of the mortgagee, the unpaid principal sum may be declared immediately due and payable.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to 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, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned, namely,

All Plumbing, Heating, Lighting, Cooking Equipment, Vent Fan, ~~Dishwasher~~, Refrigerator, Clothes Washer, Dryer, ~~and wall-to-wall Carpet~~.

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

TO HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee to its own use forever:

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, to-wit:

BEGINNING on Third Street above Pine at the corner of lot
now or late of Rebecca Prosser; thence by land of the same
100 feet to a point; thence on a line parallel with Third
Street, 49-1/2 feet to the lot now or late of Jacob
Belford; thence along said lot 100 feet to Third Street;
thence along said street 49-1/2 feet to the place of
beginning.

BEING the same premises which VIOLET CARUTHERS WALLACE by
Indenture bearing date the 14th day of April A.D., 1984, and intended
to be forthwith recorded at COLUMBIA COUNTY, granted and conveyed unto
CONSTANTINE FRANK AND ALISON L. FRANK, AS TENANTS BY ENTIRETIES.

IT IS understood and agreed that FIFTEEN THOUSAND AND 00/100
DOLLARS (\$ 15,000.00) of the principal sum herein mentioned is guaranteed by
the Veterans Administration under the Servicemen's Readjustment Act of 1944,
Section 501 as amended May 7, 1968 under P.L. 90-301.

AND

This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor 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, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:

(a) 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, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
- (II) interest on this debt; and
- (III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.

5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. 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 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. 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. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.

8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

10. The lien of this Mortgage shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.

11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.

12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an attorney's commission of five per centum (5 %) of said principal debt shall be payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereto. After deducting the cost of such alterations, renovations, repairs, replacements, and the expenses incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

PROVIDED, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF COLUMBIA } ss

On this, the 16th day of April, 1984, before me, Jeanette R. Roll, a Notary Public, the undersigned officer, personally appeared Alison L. Frank, known to me to be the person whose name is subscribed as Attorney-in-Fact for Constantine Frank, and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

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

Jeanette R. Roll

JEANETTE R. ROLL, Notary Public
Briar Creek Twp., Columbia Co., Pa.
My Commission Expires Oct. 19, 1985

without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or 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. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagee, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Michael Frank *Constantine P. Frank* (SEAL)
CONSTANTINE FRANK (SEAL)
by my Attorney-in-fact (SEAL)
Alison L. Frank (SEAL)
Alison L. Frank (SEAL)

CERTIFICATE OF RESIDENCE

I, the subscriber
do hereby certify that the
correct address of the within-named Mortgagee is 121 N. Broad Street, Philadelphia, PA 19107
Witness my hand this day of , 1984

Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

On this 16th day of April

A.D. 1984 before me, the subscriber
Alison L. Frank
acknowledged the within Indenture of Mortgage to be
directed the same to be recorded as such.

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

My commission expires

JEANETTE R. ROLL, Notary Public
Briar Creek Twp., Columbia Co., Pa.
My Commission Expires Oct. 19, 1984

L & N# 07-37-81882
LH# 407-058-PA

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE

CONSTANTINE FRANK, ET, UX

TO

THE LOMAS & NETTLETON COMPANY
PREMISES: 223 E. 3rd Street,
Berwick, PA 18603

COMMONWEALTH OF
PENNSYLVANIA
COUNTY OF Columbia

Recorded on this 19th day of April, A.D. 1984 in the Recorder's Office of said County in Book Vol. 330, Page 118

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

Michael Frank
Alison L. Frank

330 11121

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

June 20, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE FRANK AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed a certified posting return for the above named execution filed with our office. 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. (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. 30 of 1988

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

June 7, 1988 at 9:59 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Constantine and Allison Frank
223 E. 3rd St., Berwick, PA 18603
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF James Dent and Louise Frantz

SO ANSWERS:

Louise Frantz James Dent
Deputy Sheriff
Louise Frantz and James Dent

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this
21 day of June 1988

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

MY COMM. EX. 1st MON. JUNE 1, 1988

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

May 19, 1988

THE LOMAS & NETTLETON COMPANY VS. CONSTANTINE AND ALLISON L. FRANK

No. 30 of 1988 E.D.
No. 389 of 1988 J.D.

Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Please find enclosed the certified service returns for the above name sheriff sale scheduled in our office. The sale is scheduled for July 12, 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. (2)

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

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

No. 30 of 1988

WRIT OF EXECUTION

SERVICE ON Allison L. Frank

ON May 16, 1988 AT 11:50 A.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
Allison L. Frank, by handing to her personally AT 711 Mulberry Street,
Berwick, PA 18603 BY DEPUTY SHERIFF
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

Louise Frantz

SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 20th DAY OF May, 1988

Brian M. Kline

TAMI 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. 30 of 1988

WRIT OF EXECUTION

SERVICE ON Constantine Frank

ON May 16, 1988 AT 11:50 A.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
Constantine Frank, by handing to Allison L. Frank, wife AT 711 Mulberry Street
Berwick, PA 18603 BY DEPUTY SHERIFF
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
Louise Frantz

SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 20th DAY OF May, 1988

Bonnie D. Schmitt
JAMI B. KLINE, PROTHONOTARY,
COLUMBIA COUNTY, PENNSYLVANIA

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: 5-16-88

RE: Sheriff's Sale Advertising Dates

James H. Hittler, Jr. vs Constitution & Union L. Trust

No. 30 of 1988 ED No. 287 of 1988 JD

Dear Sir:

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

1st week June 17, 1988

2nd week June 24, 1988

3rd week July 1, 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: May 10, 1988

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

Fourth & Walnut Streets

Harrisburg, PA 17120


RE: Thomas C. Zerbe, Jr. vs. Intentional Tort
No. 118 of 118 ED No. 118 of 118 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
COURTHOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17816

PHONE
717-784-1891

Date: March 16, 1978

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

Harrisburg, PA 17105

RE: James & Betty Ann vs. Robert L. & Patricia A. [illegible]
No. 10 of 178 ED No. 10 of 178 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: 7/17/88

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


RE: James V. Little vs. Indefinite & Indeterminate
No. 87 of 1988 ED No. 247 of 1988 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 7/1/88

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


RE: Sharon R. Hittala vs John R. Adler
No. 20 of 188 ED No. 21 of 188 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
COURTHOUSE - P. O. BOX 380
BLOOMSBURG, PA. 17816

PHONE
717-784-1891

Date: May 14, 1982

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

ATTN: SPECIAL PROCEDURES FUNCTION


RE: Shirley L. Adams vs. Robert L. Adams
No. 22 of 1982 ED No. 81 of 1982 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

Date: 11/15/83

To: J. C. [unclear]
Room 414, [unclear]
400 [unclear] St.
[unclear], [unclear]

RE: [unclear] vs [unclear]
No. 21 of 1983 ED No. 100 of 1988 JD

Dear Sir:

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

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

Sincerely,

[Signature]
John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1891

Date: 7/1/88

To: Mr. & Mrs. J. R. Adler
100 K. St. S.
Bloomsburg, Pa. 17815


RE: James A. Miller, Jr. vs. J. R. Adler, Sheriff
No. 88 of 1988 ED No. 88 of 1988 JD

Dear Sir:

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

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

Sincerely,


John R. Adler
Sheriff

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1091

Date: 7/10/88

To: David H. Harkins & Company
P.O. Box 100
Shippensburg, Pa. 17252


RE: John & Catherine A. vs. Shippensburg & Co. Inc.
No. 80 of 1988 ED No. 201 of 988 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
717-784-1091

Date: 11/10/88

To: Mr. Thomas J. Brown
1000 1st St.
York, Pa. 17403
1000 1st St.

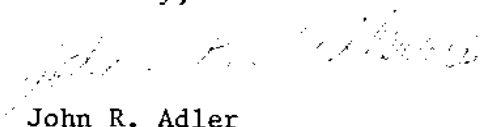
RE: 1000 1st St. vs 1000 1st St.
No. 20 of 100 ED No. 100 of 100 JD

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

DATED:

TO: SHERIFF
COLUMBIA COUNTY COURTHOUSE
BLOOMSBURG, PENNSYLVANIA 17815

SIR:

There will be placed in your hands for service a Writ of Execution in Mortgage Foreclosure styled as follows:

THE LOMAS & NETTLETON COMPANY _____ Plaintiff, vs.
CONSTANTINE FRANK AND ALLISON L. FRANK _____ Defendants.

No. CP 389 - 1988

INSTRUCTIONS

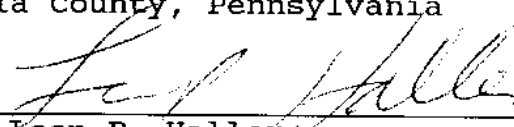
Seize and levy upon the following real estate:

223 East Third Street, Berwick, Columbia County, PA

Serve the Defendants personally as follows:

Both Defendants reside presently at:

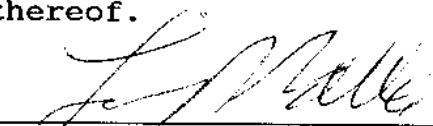
711 Mulberry Street, Berwick, Columbia County, Pennsylvania



Leon P. Haller
Attorney for Plaintiff

WAIVER OF WATCHMAN

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



Leon P. Haller
Attorney for Plaintiff

THE LOMAS & NETTLETON COMPANY
PLAINTIFF

VS.

CONSTANTINE FRANK AND
ALLISON L. FRANK,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
:
: NO. CP 389 1988
:
: IN MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF DAUPHIN

:

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 states that the Defendant(s) above named 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 5TH day :
of May 1988 :


Notary Public


LEON P. HALLER, ESQUIRE

MARGARET L. SMITH, Notary Public
Harrisburg, Pa.
My Comm. Expires Aug. 5, 1988

THE LOMAS & NETTLETON COMPANY	:	IN THE COURT OF COMMON PLEAS
PLAINTIFF	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
VS.	:	CIVIL ACTION - LAW
	:	
CONSTANTINE FRANK AND	:	NO. CP 389 1988
ALLISON L. FRANK,	:	
DEFENDANTS	:	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 223 East Third Street, Berwick, Columbia County, Pennsylvania.

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. The name and address of the Owner(s) or reputed Owner(s):

Constantine Frank and Allison L. Frank
711 Mulberry Street
Berwick, PA 18603

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:

Sears Roebuck & Company

P.O. Box 2172

Allentown, PA 18105

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

PLAINTIFF HEREIN

(and any others as noted below)

PA Housing Finance Agency

2101 North Front Street, P.O.Box 8029

Harrisburg, PA 17105

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)

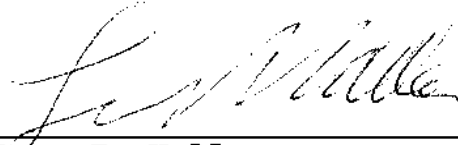
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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. Section 4909 relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read 'Leon P. Haller', is written above a horizontal line.

Leon P. Haller
Attorney for Plaintiff
PA I.D. #15700

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

BEGINNING on Third Street above Pine at the corner of lot now or late of Rebecca Prosser; thence by land of the same 100 feet to a point; thence on a line parallel with Third Street 49 1/2 feet to the lot now or late of Jacob Belford; thence along said lot 100 feet to Third Street; thence along said street 49 1/2 feet to the place of BEGINNING.

KNOWN AS 223 East Third Street.

BEING THE SAME PREMISES which Violet Carruthers a/k/a Violet Carruthers Wallace by deed dated April 16, 1984 and recorded April 19, 1984 in Deed Book 330, Page 1114, granted and conveyed unto Constantine Frank and Allison L. Frank.

SEIZED IN EXECUTION as the property of Constantine Frank and Allison L. Frank under Columbia County Judgment No. CP 389 1988.

Tax Map 04.1-05-9-1.

THE LOMAS & NETTLETON COMPANY : IN THE COURT OF COMMON PLEAS
PLAINTIFF : COLUMBIA COUNTY, PENNSYLVANIA
: :
VS. : CIVIL ACTION - LAW
: :
CONSTANTINE FRANK AND : NO. CP 389 1988
ALLISON L. FRANK, : :
DEFENDANTS : IN MORTGAGE FORECLOSURE

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

TAKE NOTICE:

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: July 12, 1988

TIME: 10:00 O'clock A.M.

LOCATION: Sheriff's Office

Columbia County Courthouse
35 West Main Street
Bloomsburg, PA 17815

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:

223 East Third Street, Berwick, Pennsylvania 18603

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. CP 389 1988

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property is:

CONSTANTINE FRANK AND ALLISON L. FRANK

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 of this County thirty (30) days after the sale and distribution of the proceeds of sale 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 the within County at the Courthouse address specified herein.

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 away. 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:

Fred Trump, 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 the Court of Common Pleas of the within 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 an 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 the within 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 the within County. The petition must be served on the attorney for the creditor or on the creditor 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 - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

SHERIFF

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

BEGINNING on Third Street above Pine at the corner of lot now or late of Rebecca Prosser; thence by land of the same 100 feet to a point; thence on a line parallel with Third Street 49 1/2 feet to the lot now or late of Jacob Belford; thence along said lot 100 feet to Third Street; thence along said street 49 1/2 feet to the place of BEGINNING.

KNOWN AS 223 East Third Street.

BEING THE SAME PREMISES which Violet Carruthers a/k/a Violet Carruthers Wallace by deed dated April 16, 1984 and recorded April 19, 1984 in Deed Book 330, Page 1114, granted and conveyed unto Constantine Frank and Allison L. Frank.

SEIZED IN EXECUTION as the property of Constantine Frank and Allison L. Frank under Columbia County Judgment No. CP 389 1988.

Tax Map 04.1-05-9-1.

DATE	AMOUNT
Frank	

21782

1719 N. FRONT STREET
HARRISBURG, PA. 17102

PAY
TO THE
ORDER OF

Sheriff

May 6 1988

60-82/313

\$500.00

THE SUN 500 HOLDS 00 CTS

DOLLARS

UPDTOWN OFFICE
The Commonwealth
National Bank
Member FDIC
A Mellon Bank
HARRISBURG, PENNSYLVANIA



073

[Handwritten signature]

1102178211 15031300821: 212 203675 511

THE LOMAS & NETTLETON COMPANY
PLAINTIFF

VS.

CONSTANTINE FRANK AND
ALLISON L. FRANK,
DEFENDANTS

: IN THE COURT OF COMMON PLEAS
: COLUMBIA COUNTY, PENNSYLVANIA
:
: CIVIL ACTION - LAW
: *Open # 30 - 1988*
: NO. CP 389 1988
:
: IN MORTGAGE FORECLOSURE

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 THE WITHIN COUNTY

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following real estate, a more detailed description of which is attached:

223 East Third Street, Berwick, Columbia County, Pennsylvania

Principal	\$24,723.67	
Interest to sale date	\$ 3,487.18	(to 8/1/88)
Late charges to sale date	\$ 171.99	(to 8/1/88)
Escrow deficit	\$ 1,500.00	
5% Attorney's Commission	\$ <u>1,494.14</u>	

TOTAL WRIT \$31,376.98

Dated: 5-9-88

(SEAL)

PROTHONOTARY
By *Helene K. Zenz*
DEPUTY