

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

PHONE 717 - 784 - 1991

April 20, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 6 of 1988 E.D. No. 1279 of 1984 J.D.

Jonathan Spohrer Suite 700 United Penn Bank Bldg. Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

In regards to the above named sheriff sale held in our office recently, please find enclosed the recorded deed for that property.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

WARN BLOWN

SSB

Eucl.

LIEN CERTIFICATE

DATE	2/19/88	····		
tax list	liens in the	y that according to Tax Claim Bureau aga of December 31, 19 <u>8</u>	inst the prop	ertv
Owner or	Reputed Owner	: Viers, Mic	hael D. & Con	nie L.
Former Ow	mer:	United Pen	n Bank	
Parcel No),	04.3-2-1		
		110 Warren		
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				426.30
			TCB FEE	15.00
			TOTAL	441.30
The of _	above figures	represent the amoun	ts due during 19_88	the month
Requested	by: John A	dler, Sheriff	·	
Fee: \$5.0		COLUMBI Directo	A COUNTY TAX	CLAIM BUREAU

fees the following services are available. Consult service(s) requested. 's address. 2. Restricted Delivery. (?)	4. Article Nur	Type of Service:	Registered Insured Cortified CoD	Always obtain signature of addressee or agent and DATE DELIVERED.	8. Addressee's Address (ONLY if requested and fee paid)		DOMESTIC RETURN RECEIPT	SENDER: Complete items 1 and 2 when additional service. Put your address in t. RETURN TO" space on the reverse card from being returned to you. The return receipt fee will redelivered to and the date of delivery. For additional fees the postmaster for fees and check box(es) for additional service(s). 1. Show to whom delivered, date, and addressee's address. 3. Article Addressed to: Small Business Administration 20 N. Penna. Ave., Rm. 2327 Wilkes-Barre, PA 18701	side. Failure to could will prevent this provide you the name of the person following services are available. Consult
delivered to and the date of delivery. For additional fees the following se postmaster for fees and check box(es) for additional service(s) requested 1. Show to whom delivered date, and addressee's address.	icle Addressed to:	C. Zerbe,	Deputy Attorney General Collections Unit	tsburg, F	5. Signature – Addressee	Signature - Agent Date of Delivery	88	A Signature — Agent X 7. Date of Delivery PS Form 3811, Feb. 1986 SENDER: Complete items 1 and 2 when additional service Put your eddress in the TURN TO" space on the reverse card from being returned to you. The return receipt fee will proceed to and the first of delivery. For additional service postmaster for fees and check box(es) for additional service(s). Show to whom delivered, date, and addressee's address 3. Article Addressed to:	es are desired, and complete items 3 and 4. side. Failure to c is will prevent this provide you the name of the person following services are available. Consult prequested.
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									P.O. Box 745	Type of Service:
									Bloomsburg, PA 17815	Registered Insured
									A14111 - 1141	COD Cortified COD
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Press-Enterprise
P.O. Box 745
Bloomsburg, PA 17815

Always obtain signature of addressee or agent and DATE DELIVERED.

S. Signature - Addressee

X

OO:

Type of Service:

Registered Insured
Certified COD
Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

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

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT



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

PHONE 717 - 784 - 1991

April 15, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 1279 of 1984 J.D. No. 6 of 1988 E.D.

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

Dear Sir:

Please find enclosed a check for \$173.36 to cover the costs for advertising the above named sheriff sale in the paper.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

usan S. Bearer

SSB

Encl.



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

PHONE 717 - 784 - 1991

April 15, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 1279 of 1984 J.D. No. 6 of 1988 E.D.

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

Dear Chris:

Please find enclosed a check for \$1173.02 for the sewer rental collected from the above named sheriff sale held in our office recently. The new owners are United Penn Bank, whose address is 8-18 West Market Street, Wilkes-Barre, PA.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

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SSB

Encl.



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

PHONE 717 - 784 - 1991

April 15, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 1279 of 1984 J.D. No. 6 of 1988 E.D.

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

Dear Susan:

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

Your cooperation in this matter is greatly appreciated.

Sincerely,

Susan S. Beaver

Deputy Sheriff

SSB

Encl.

SHERIFF'S SALE

Distribution Sheet

UNITED PENN BA	NK	VSMICHAEL D. & CC	ONNIE L. V	/IERS
NO1279 of 198	. <u>4</u> JD	DATE OF SALE:	iarch 24.	1988
NO. 6 of 1988	ED	DATE OF SALE.		
and took into execution that and place of sale, by adverse bailiwick, I did on (of at the Court House, in the when and where I sold that	he within described real esta vertisements in divers public date) <u>March 24, 1988</u> e Town of Bloomsburg, Pen- he same to <u>United Penn</u>	bedience to and by virtue of the wate, and after having given due less newspapers and by handbills segment and (time) 9:30 Annaylvania, expose said premises to Bank	egal and time t up in the A.M. o sale at pub	most public places in, of said day olic vendue or outcry,
for the price or sum of_ UN	Two thousand one hund HTED PENN BANK	red twelve and 96/100		Dollars.
highest and best bidder,	and that the highest and bes	st price bidden for the same; whi	ich I have a	_
Bid Price		\$ \frac{2112.96}{42.26}		
			\$	2155.22
				500.00
		**************		1655.22 pd. 3/24/8
EXPENSES:				
	Sheriff - Costs Poundage	\$ <u>181.53</u> 42.26	\$	223.79
Newspaper		***************************************		173.36
Printing		***************************************		37.25
				30.00
Columbia County I	Prothonotary			25.00
Columbia County I	Recorder of Deeds -	Deed copy work		22.50
		Realty transfer taxes		
		State stamps		
Tax Collector (Bi)		441.30
•				24 00
				24.00
	CLAIM BUREAU S KLINGER-BORO OF BERV	AT CK		5.00 1173.02
CHKI	3 KLINGER-DOKO OF BER	YLOR		
		TOTAL EXPENSES:	\$	2155.22
				2155.22
		Total Needed to Purchase	\$ DOCTE	500.00
		Less Expenses DE	LOSLI	300.00
		Net to First Lien Holder		
		Plus Deposit Total to First Lien Holder	dr.	1655.22 BALANCE D

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT
DOCKET AND INDEX 100 Miles
SET FILE FOLDER UP
CHECK FOR PROPER INFO
WRIT OF EXECUTION Vision
COPY OF DESCRIPTION
WHEREABOUTS OF LAST KNOWN ADDRESS
NON-MILITARY AFFIDAVIT
NOTICES OF SHERIFF'S SALE 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
WATCHMAN RELEASE FORM
AFFIDAVIT OF LIENS LIST
CHECK FOR \$500.00 \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEDE 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
* 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 1/2
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 //
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS

SALE BILLS

SEND DESCRIPTION TO PRINTER 1/2 P
** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLAINATIONS
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 2/6/8/
TAX CLAIM OFFICE
TAX ASSESSMENT OFFICE
PROTH OFFICE(post on board)
POST IN FRONT LOBBY Chapter
POST IN SHERIFF'S OFFICE
POST IN SHERIFF'S OFFICE SEND COPY TO ATTY 7/12 5% POST PROPERTY ACCORDING TO DATE SET 1/15/50
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

SHERIFF'S SALE - COSTS SHEET

UNITED PENN BANK . VS.	MICHAEL D. & CONNIE L. VIERS
6 of 1988 E.D. NO. 1279 of 1984	J.D. DATE OF SALE March 24, 1988
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other	\$\frac{14.00}{83.50} \\ \frac{15.03}{18.00} \\ \frac{14.00}{11.00} \\ \frac{7.00}{9.00} \\ \frac{10.00}{9.00} \\
Tôtal .	
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	\$\frac{173.36}{37.25} \frac{30.00}{}
TOTAL .	\$ 240.61
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER	\$ 20.00 5.00
Recorder of Deeds: Copywork Deed Other search	\$ 4.00 13.50 5.00
Total .	\$ 22.50
REAL_ESTATE TAXES: BOROUGH/TWP. & COUNTY TAXES, 19 School TAXES, DISTRICT, 19	
TOTAL .	\$ 441.30
Municipal Rents: Sewer - Municipality berwick Water - Municipality	, 19 _{87,88} \$ 1173.02
	\$ 1173.02
SURCHARGE FEE: (STATE TREASURER) TOTAL .	24.00
MISCELLANEOUS: TAX CLAIM BUREAU (lien cert.)	
TOTAL .	5.00
	COSTS

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND 1628917

CASHIER'S CHECK

DATE MAKEH 24 (988 60-57

PAY TO THE ORDER OF __

United Penn Bank

ROIAE WATERMARIA HOLD WANGLE TO VIEW ---K ₽ |} |} "16 28 41 2 4 C 3 1 3 C C 5 7 5 5 5 THE BACK OF THIS DOCUMENT CONTAINS AN

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SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

UNITED PENN BANK	VS	MICHAEL D. & CON	NIE L. VIERS	
NO. 6 of 1988	E.D.	NO1279 o	f 1984	J.D.
DATE OF SALE: MARCH 24, 1988	3			
BID PRICE (INCLUDES COSTS)		\$ 2 112.96		
POUNDAGE 2% BID PRICE		\$ Harle		
TRANSFER TAX 2% BID PRICE MISC. COSTS		\$ \$		
TOTAL NEEDED TO PURCHASE			\$ 8,155.00.	
PURCHASER(S): <u> </u>	Janket Jank	M. W. The		
AMOUNT RECEIVED BY SHERIFF FROM	PURCHASER	(S) : TOTAL DUE	\$ 0 Max 22	
		LESS DEPOSIT		· · ·
				···
		DOWN PAYMENT	\$	
	•	AMOUNT DUE IN	a Σi eπ len	
		EIGHT DAYS	\$ <u>1,655,22</u> nh	<u>([1] </u>
			31	分野 井 田 成

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 February 26th . March 4th, March 11th
Rula 5
Sworn and subscribed to before me this
(Notary Public)
My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC Bloomsburg, FA Columbia County My Commission Expires JULY 5,1989
And now,

Phone: 717-784-1991 Extension 42

P. O. Box 380, BLOOMSBURG, PA. 17815	March 15	1988
Sheriff John R. Adler		

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

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

		Copywork, RE:	Michael D.	Viers and	Connie L.	Viers,	. \$4	00		
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State of Pennsylvania County of Columbia

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

Michael D. Viers and Connie L. Viers and find as follows:

See Photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 15th day of March A.D., 1988

Bunly Michael RECORDER

MORTGAGE

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

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 at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979, and recorded June 19, 1979, in Deed Book 293, at Page 84.

AND BEING the same premises conveyed to Michael D. Viers and Connie L. Viers, his Wife, by deed of United Penn Bank, dated first 1983, and about to be recorded herewith.

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencombered, 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.

PENHSYLVANIA—1 to 4 Family—6/75—FAMALYHIMO UNIFORM INSTRUMENT F 71 000 013 8/21/81 $^{\circ}$ $^{\circ}$

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 tents on the Property, it any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any last 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 accove (including Lender if Lender is such an institution). Lender shall annly the Funds to as said taxes, assessments.

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 reuts. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and hills, 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 onless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or eatnings 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.

by the shortingage.

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 Horrower's option, either promptly repuid to Borrower or credited to Borrower or 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 Horrower requisiting payment thereof.

by Lender to Horrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, I ender shall promptly refund to Borrower any Funds held by Lender. If under paragraph Is bereof the Property is sold or the Property is solderwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or in 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 I 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 tents, 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 payer 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 Burrower 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 goverage exceed that amount of coverage required to pay the sums sectored by this Morteage.

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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 daninged, 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 his Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Horrower, 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 postpose 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 accured by this Mortgage immediately prior to such sale or

- 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, florrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing 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 Botrower 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 bunkrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such some and take such action as it 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, florrower 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 Lendor 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

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

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 hears 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 ward 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 I and 2 hereof or change the amount of

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 releast, in any manner, 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 auccessors 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 Walver. 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 iosurance 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,

23. Successors and assigns mount; noint and Severar Computers, Lapitons. The covenants and agreements never contained shall bind, and the rights hereunder shall inure in, 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 bereof,

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 lenders by notice 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 the and non-tinitural covenants with sinned variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be given effect without the conflicting provision, and to this

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 Bortower without Leader's prior written consent, excluding (a) the creation of a lien or encombrance 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 fess 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 I ender 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, Lemler shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such native 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 Burrower, invoke any remedies permitted by paragraph 18 hereof

NON-UNIFORM COVENANTS. Botrower 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, lucluding the covenants to pay when due any sums secured by this Murtgage, 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, to hortower as provided by applicable law specifying: (1) the brench; (2) the action required to cure such brench; (3) a hate, 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 forther inform Borrower of the right to relievate after acceleration and the right to usere in the foreclosure proceeding the non-existence of a default or any other defense of Burrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's uption may declare all of the suns 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. Barrower'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 Morigage discontinued at any time

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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 Fiture Advances, if any, had no acceleration occurred; thi Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgoge; (c) Horrower pays all reasonable expenses incurred by Lender in coforcing the covenants and agreements of Bortower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph Is hereof, including, but not limited to, reasonable atturney's fees; and (ii) 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 inimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured by this Mortgage shall continue inimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured bereby 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 bereinder, florrower 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 berent or abandonnent 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 meltiding those past doe. 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, inclinding but not limited to, receiver's fees, premionis on receiver's bonds and reasonable afformey's fees, and then to the soms secured by this Mortgage. I ender and the receiver shall be hable to account only for those rents actually received,

21. Future Advances. Upon request of llorewer, Lender, at lender's option prior to release of this Morigage, may make Future Advances. Upon request of llorrower, Lender, at lender's option prior to release of this Morigage 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 Morigage, not including sums advanced in accordance herewith to protect the security of this Morigage, exceed the original amount of the Note.

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

charge to Borrower. Borrower shall pay all costs of recordation, if any,

23. Purchase Money Mortgage. If all or part of the some secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage of hereby the larged to be a great to the some secured by this Mortgage of hereby the larged to be a great to the some secured by this Mortgage of the Borrower to acquire

and the state of t	a to oc a porchase money mortgage.
In Witness Wiffrede, Borrower has execut	ted this Mortgage.
Witnesser: HUE/Beek	Michael D. Viers Michael D. Viers Michael D. Viers
	Connie L. Viers -Borrows
proven) to be the person g whose name. g and	ovember
· they executed the same for the purpose	es herein contained.
IN WITNESS WHEREOF, I hereunto set my har My Commission expires:	Notary Public Spirits
	Title of Officer
	My Commission Expires
	The Market of
Spece Balow This	Line Reserved For Lender and Recorder;
Recorded in Col	umbia County Record Book 326, page 22 1983 at 2:08 p.m.

Beverly & Mitchael ating Recorder

Second Mortgage "This Agreement is subject to the provisions of the Secondary Mortgage Loan Act".

MORTGAGE

THIS MORTGAGE is made this,	. 22nd	day of	November	
19.83., between the Mortgagor,MICHAEL	.D., .VIERS	.AND. CONNIE. 1	NIERS,his.	Wife,
Borough of Berwick, Pa				
UNITED . PENN .BANK		, , 🛊 сог	poration organized and	existing
under the laws of tho . United. States	sof. Amer:	Les whose address i	s123. West. Er	ont.Street.
Berwick, Pennsylvania	,		(herein "Lender").	

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 at the southeast corner of Warren Street and Schley Alley; thence along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin; thence north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32; thence along Lot No. 32, north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley; thence along Schley Alley, south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by deed of Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979, and recorded June 19, 1979, in Deed Book 293, at Page 84.

AND BEING the same premises conveyed to Michael D. Viers and Connic L. Viers, his Wife, by deed of United Penn Bank, dated Mirry Dr. 1983, and about to be recorded herewith.

which has the address of	110 Warren Street, Berwick,	Pennsylvania 18603
	\$81cee()	[City]
	(herein "Property Address");	

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the sight 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.

PENNSYLVARIA—1 to 4 Family—6/75—FRMA/FRIME BRIFFORM INSTRUMENT
F 71 000 013 6/25/81 14 E 26

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 me-twelfth of the yearly laxes 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 bolding and applying the Funds, analyzing said account, or verifying and commoding said assessments and bills, unless I ender pays Borrower interest on the Funds and applicable law

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 tor so bolding 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 of applicable law tentifies such interest to be paid, I ender shall not be required to pay Borrower any interest or carnings 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 dutes of faxes, 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 Illorrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by I ender 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 I ender to Borrower requesting nature it thereal.

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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.

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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 linsurance shall be chosen by Horrower 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 Dorrower 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 dimaged, 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 his 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.

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6. Preservation and Maintenance of Property; Leaveholds; 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 (ails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as in 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 loss 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

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manner provided under paragraph 2 hereof.

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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 florrower 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 hears 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 ahandoned 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

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortrage 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. Farbestance by Lender Not a Walver. Any forbestance 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 Computative. All remedies provided in this Mortgage are distinct and comulative 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 intite 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 and define the received. 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 Burrower 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 Laws Severability. This form of mortgage combines uniform covenants for national

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

16. Burrower's Copy. Burrower 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 convent, 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 rather to be able to the interest payable to the payable to the person in the topic payable to the payable to is satisfactory to Lender and that the interest payable on the some 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 florrower 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 declated due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Horrower, invoke any remedies permitted by paragraph 18 hereof,

NON-Unit ORM COVI NAMES. 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 Morigege, 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 Influre to core such breach an or before the date specified in the notice may result in acceleration of the sums secured by this Murigage, foreclosure by judicial proceeding and sale of the Property. The notice shall further influrin florrower 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 neceleration and foreclosure. If the breach is not cured on or before the date specified In the nutice, 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 foreclase this Mortgage by Judicial proceeding. Lender shall be enlitted to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable afterney's fees, and costs of documentary exidence, abstracts and title reports,

19. Burrower'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 of the distribution of the commencement of moting at a sherin's sale or other safe pursuant to this prorigage of the distribution of the commencement of moting at a sherin's sale or other safe pursuant to this prorigage of the format of the moting of the commence of the safe of any other coverants or agreements of Burrower contained in this Mortgage: (c) Burrower pays all reasonable expenses metured by Lender in enforcing the case many and precedents of Burrower contained in this Mortgage; (c) Burrower pays all reasonable expenses metured by Lender in enforcing the case many and precedents of Burrower contained in the Mortgage and in enforcing Lender's remedies as provided in particular the burrower methods but not human to many others.) paragraph 18 hereof, including, but not limited to, reasonable afterney's fees; and fdt florrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, I ender'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 temain in full force and effect as if no acceleration had occurred.

20. Assignment of Reuts; Appointment of Receiver; Lender in Possession. As additional security berounder, Borrower hereby assigns to Lender the tents of the Property, provided that Horrower shall, prior to acceleration under paragraph 18

Upon acceleration under paragraph 18 hereof or abandomment of the Property and the collect and remain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandomment 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 doe. 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, and then to the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the costs of management of the desired payment of the desired pay prentums 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.

ZI. 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 make Patter Ausances to Hortower. Such Putter Advances, with interest increon, shall the secured by ino 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 WITHESS WITEREOF, Borrower has executed this Mortgage. Michael A View ...Michael D. Viers and Connie L. Viers, his Wife, known to me (or satisfactorily proven) to be the persong ... whose name s. are... subscribed to the within instrument and acknowledged that .. they..... executed the same for the purposes herein contained. In Witness Whereor, I hereunto set my hand and official scal. My Commission expires; My Commission Expires: 9

Recorded in Columbia County Record Book 326, page 26 on November 28,1983 at 2:10 p.m.

Generaly & Michael acting Beauti

No. E.O. 6-1988 TERM SESS. 19	BLOOMSBURG, PA., March 7 1988 M Sheriff's Office
To TAME!	D LT INTE

To TAMI B. KLINE

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

Search & List	of heins	7077	L 5	10,00

LIST OF LIENS

VERSUS

	Court of Common Pleas of Columbia County, Pennsylvania
Borough of Berwick	No. M.L. 4 of
	Real Debt
••••••	Interest from
versus	Commission
Michael Viers	Costs
Michael Viels	Judgment entered Date of Lien January 15, 1988
	Nature of Lien Sewer Rental
,	
United Penn Bank	No. 1279 of
	Real Debt \$13,322,95
	Interest from
versus	Commission
	Costs
Michael D. & Connie L. Viers	Judgment entered
	Date of Lien January 4, 1985
J	Nature of Lien Default Judgment
Department of Public Welfare)	No
	Real Debt
versus	Interest from
Versus	Costs
Michael D. & Connie L. Viers	Judgment entered
	Date of Lien March, 7, 1984
, J	Nature of Lien Reimbursement Agreement
Pa Gas & Water Co.	22
,	No. 22 of Term, 19.84 Real Debt 196.122
	Interest from
versus	Commission
ſ	Costs
Michael Viers	Judgment entered
	Date of Lien January 6, 1984
	Nature of Lien Transcript of Judgment
······	No Of Term, 19
.,	Real Debt
versus	Interest from
}	Costs
• • • • • • • • • • • • • • • • • • •	
	Judgment entered
	Judgment entered Date of Lien



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

PHONE 717 - 784 - 1991

February 25, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 6 of 1988 E.D. No. 1279 of 1984 J.D.

Jonathan Spohrer Suite 700 United Penn Bank Bldg. Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

Please find enclosed the certified service returns on the above named sheriff sale. The sale is scheduled for March 24, 1988 at 9:30 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

Susan & Bearer

SSB

Encl. (2)

SLERIFF'S RETURN

UNITED PENN BANK	
PLAINTIFF	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
vs.	No. 6 CD of Term, 19 38 E.I No. 1279 of 1984 J.D.
MICHAEL D. VIERS DEFENDANT	WRIT of execution, Notice of Sheriff Sale, Writ of Execution Notice & Description of E ISSUED
NOW, this 21st day of January 19 87	, I, Hon. John R. Adler
High Sheriff of Columbia County, Pennsylvania, d	o hereby deputize the Sheriff of
Hon, Frank Jagodinski, Luzerne County She	riff
County, Pennsylvania, to execute this Writ. This Plaintiff.	is deputation being made at the request and risk of the
Defendants alleged address is R.D. #1, Box 34B,	Wapwallopen, PA 18660
ASE BE ADVISED THAT THE	
RIFF SALE IS SCHEDULED FOR CH 24, 1988, TRY TO AFFECT	Sheriff, Columbia County, Pennsylvania
VICE ASAP.	By Wilking & Kanger deputy Deputy Sheriff
AFFIDAVI	T OF SERVICE
NOW, THURSDAY, FEBRUARY 18, 1988 WRIT OF EX., NOTICE OF SHERIFF SALE, WRIT OF within EX., NOTICE & DESCRIOPTION OF PROPERTY.	o'Clock P M, served the upon MICHAEL D. VIERS
	OX 34, WAPWALLOPEN, PA. by handing to
RUSSELL PAISLEY, NEIGHBOR AT MICHAELS PLAC	• -
original and mad	
Sworn and Subscribed before me	So Answers,
this 23RD	- Brank a Dowlinski
day of FBRUARY 1988	- many pegansine
Enque 6. Dalls	Sheriff of LUZERNE COUNTY
	BY:
Prothonotary	Deputy Sheriff
	19,, See return endorsed hereon by Sheriff of
	County, Pennsylvania, and made a part of this return
	So Answers,
	Sheriff
	Deputy Sheriff

SLERIFF'S RETURN

UNITED PENN BANK	
PLAINTIFF	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
vs.	No. 6 CD of Term, 1988 ED No. 1279 of 1984 J.I
CONNIE L. VIERS DEFENDANT	WRIT of execution, Notice of Sheriff Sal Writ of Exec. Notice & Description of Prope ISSUED
NOW, this 21st day of January 19 88	, I, Hon. John R. Adler
	hereby deputize the Sheriff of
Hon. Frank Jagodinski, Luzerne County Sheri	ff
County, Pennsylvania, to execute this Writ. This Plaintiff.	s deputation being made at the request and risk of the
Defendants alleged address is R.D. #1, Box 34B,	Wapwallopen, PA 18660
E BE ADVISED THAT THE SHERIFF IS SCHEDULED FOR MARCH 24, 1988, O AFFECT SERVICE ASAP.	Sheriff, Columbia County, Pennsylvania
	By Licher Louis deputy, Deputy Sheriff
AFFIDAVIT	r of service
NOW, THURSDAY, FEBRUARY 18, 19, 88 NOTICE & DESCRIPTION OF PROPERTY within WRIT OF EX., NOTICE OF SHERIFF SALE, WRIT OF E	, at 6:10 O'Clock P M, served the
	PWALLOPEN, PA. by handing to
RUSSELL PAISLEY, NEIGHBOR AT CONNIES PLAC	CE OF RESIDENCE a true and attested copy of the
original and made	e known to HIM the contents thereof
Sworn and Subscribed before me	So Answers,
this 23RD	- Eroch O Cambinshi
day of FEBRUARY 19 88	Sheriff of LUZERNE COUNTY
Prothonotary	BY: Deputy Sheriff
	19,, See return endorsed hereon by Sheriff of
	County, Pennsylvania, and made a part of this return
	So Answers,
	Sheriff

Deputy Sheriff



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

PHONE 717 - 784 - 1991

February 18, 1988

UNITED PENN BANK VS. MICHAEL D. & CONNIE L. VIERS

No. 6 of 1988 E.D. No. 1279 of 1984 J.D.

Jonathan Spohrer 700 United Penn Bank Wilkes-Barre, PA 18701

Dear Mr. Spohrer:

Please find enclosed the certified return of posting for the above named sheriff sale to be held in our office on March 24, 1988 at 9:30 A.M. Also enclosed is a copy of the sale bill that was posted on the property.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

March & King Sales

SSB

Enc1. (2)



SHERIFF OF COLUMBIA COUNTY COURT HOUSE • P. D. BOX 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

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

NO. 6 of 1988

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 16, 1988 at 9:05 A.M. POST	ED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OFMichael D.	& Connie L. Viers
110 Warren St., Berwick, PA 1860	3
COLUMBIA COUNTY, PENNSYLVANIA. SAID POS	TING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz and Jam	nes Dent
	SO ANSWERS:
	Deputy Sheriff
	James Dent Louise Frantz
	FOR:
	John R. Adler, Sheriff

Sworn and subscribed before me this day of fabruary 1968

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

DROTHL & CIKL OF SEV. COURTS

MY COMM. Dr. 1st MON. JAN. 1, 1992



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

PHONE 71**7-784-19**91

ite: <u>January</u> 20,1988	
o: Pa. Has + Water Co.	
South, Pt.	
Rosthumbuland, Pa 17857	
E: United Lean Book vs Michael W. & Conne L. Vi	ers
No. 6 of 1988 ED No. 1379 of 1984 JD	
ear 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. Aller/151

John R. Adler

Sheriff

	In The Court of Common Plea `(Columbia County, Pennsylvania
Penna. Gas & Water Company	No. 22-1984	Term 19
	Penal debt	\$
vs. Michael Viers	Real debt	\$106.22
117011401 11010	Dated January 25, 1983	A. D. 19
Entry Fee, \$9.00)	Interest fromsee transcrip	t
State Tax, 50 cents } Paid by	Payable ""	19
	Entered Jan. 6, 1984 at 3	:04 p.m. B. Sline
N. B. This judgment must be renewed within FIVE YEARS from date of		B. KLINE, Prothonotary
entry or its lien will be lost.		Deputy
or the judgement	Iommon Pleas of Columbia C PENNSYLVANIA	Power of Attorney To Satisfy FEE \$5.00
	Iommon Pleas of Columbia C PENNSYLVANIA	Power of Attorney Lounty To Satisfy
or the judgement	Tommon Fleus of Columbia C PENNSYLVANIA Of No.	Power of Attorney To Satisfy FEE \$5.00
In the Court of (Iommon Flexs of Columbia C PENNSYLVANIA Of No. Real Debt \$	Power of Attorney To Satisfy FEE \$5.00 Term, 19
In the Court of (Tommon Flexe of Columbia O PENNSYLVANIA Of No. Real Debt \$ Judgement	Power of Attorney To Satisfy FEE \$5.00 Term, 19 dated 19
Un the Court of Court	Tommon Flexe of Columbia (I PENNSYLVANIA Of No. Real Debt \$ Judgement	Power of Attorney To Satisfy FEE \$5.00 Term, 19 dated 19
Un the Court of Court	Common Flexe of Columbia O PENNSYLVANIA Of No. Real Debt \$ Judgement	Power of Attorney To Satisfy FEE \$5.00 Term, 19 dated
Un the Court of Court	Tommon Flexs of Columbia Copennsylvania Of No. Real Debt \$ Judgement	Power of Attorney To Satisfy FEE \$5.00 Term, 19 dated
VS. VS. , the above named plaintiff ereby authorize and empower the Prothono ia, to enter satisfaction on the records t Vitness and seal	Inmmon Flexe of Columbia O PENNSYLVANIA Of No. Real Debt \$ Judgement do hereby acknowledge receipt of function of the Court of Common Pleas of thereof. this	Power of Attorney To Satisfy FEE \$5.00 Term, 19 dated

.

LIEN CERTIFICATE

Owner or	Donuted Orman	Wiers Mi	abaal D. s. Con.	vio I
H		: Viers, Mic		ite L.
		United Per		<u> </u>
		04.3-2-1		
bescripti	οπ	110 Warren	n St. 66x45	
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1987				426.30
			TCB FEE	15.00
				.
			TOTAL	441.30
of _	above figures	represent the amou April	19 <u>88</u>	the month
Requested	by: John Ad	ller, Sheriff		
Fee: \$5.0	0			
		COLUMB	IA COUNTY TAX	CLAIM BUREAU
				-
		D.;	or	7
		Direct		
5/2		Direct		.1



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

February 2, 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: United Penn Bank vs.

Michael D. & Connie Viers

Dear Sheriff Adler:

A check of the records of the Collections Unit, Office of Attorney General, reveals no open claims against Michael or Connie Viers. This, of course, means only that no claims have been referred to this office but such may exist in various branches and instrumentalities of the Commonwealth.

Very truly yours,

Thomas C. Zerbe Gr. 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 717-784-1**9**91

Date: <u>/</u> / To: / <u>/</u>	<u>aintid</u> Klip	1. of Fu	<u> 188 -</u> Mar 10	10 9000			
16 1	4. H	ans. A	Mark Comment				
re: <u>///////</u>	led H	ea Dax	vs vs	Mickay!	KJ 4- 16	nerie L. C	heira.
No	_6	of / 9% §	ED	No. /25	<u> </u>	<u>y∵/</u> 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 E. Millery L

Sheriff

JOHN R. ADLER



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

PHONE 71**7-784-19**91

Dat	e: Allandry all, 198	
To:	Pa. Lac vilater Co.	
	Louth, Pr.	
	Rollhumbertand For 17857	
		1 1 2 11 :
RE:	United Bun book vs Mich it	
	No. of 1988 ED No. 111	of My 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 OF COLUMBIA COUNTY COURTHOUSE - P. O. SOX 380 BLOOMSBURG, PA. 17815

PHONE 717-784-1991

Dat To:	e: January 2 1988	
	8 18 War reservet St. William - Carrier For 18 44	- -
	No. 6 of 1978 ED No. 127	

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

of the Rolling So

JOHN R. ADLER



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

PHONE 717-784-1991

PRESS/ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815
Date: 43 Y 10 3 Y 1 20 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
RE: Sheriff's Sale Advertising Dates
United Room Kingles vs Which are B. + Connie to Viene
No. 6 of 1988 ED No. 1479 of 1484 JD
Dear Sir:
Please advertise the enclosed Sheriff's Sale on the following dates:
lst week 3.2/2 3/2 1988
2nd week William H. OW
3rd week 11(0)(1/1) 11(8)
Feel free to contact me if you have any problems.
Sincerely, John R. Adler Sheriff

JOHN R. ADLER



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

PHONE 71**7**-784-1991

Date: <u>January A</u>	.6 , 1988				*
P.O. Box Philadel	ohia, PA 19106				
	PECIAL PROCEDUR				
RE: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	19 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	vs_	1 1 1 1	Maria Section 1	<u>:</u> .
No	of	_ED	No.	of′: ''	JD
Dear Sir: Enclosed is a any claims aga	notice of an uninst this prop	ipcoming perty, n	Sheriff's Sa otify this of	le. If you ha fice <u>IMMEDIATE</u>	ve <u>LY</u> .
Feel free to	contact me with	n any qu	estions you m	ay have.	
		Si	ncerely,		
		, (1)			
		Jo	hn R. Adler		

JOHN R. ADLER



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

PHONE 717-784-1991

Date: 4/1/200
To: Small Business Administration
20 N. Penna. Avenue
Room 2327
Wilkes-Barre, PA 18701
RE: 10 (Till 100 o. 100 t. 1 vs lin, vill 1 1 to 100 o. 100 o.
No. of ED No. of 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,
Little House

John R. Adler

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. 80X 380 8LOOMSBURG, PA. 17815

PHONE 717-784-1891

Date: A Company of the Company of th	a a
To: Office of F.A.I.R.	
Department of Public Welfare	<u></u>
P.O. Box 8016	
Harrisburg, PA 17105	
RE: \ vs	Middle of Marie Carlot
No. of ED	NoofJD
Dear Sir:	
Enclosed is a notice of an upcomir any claims against this property,	ng Sheriff's Sale. If you have notify this office IMMEDIATELY.
Feel free to contact me with any o	uestions you may have.
2	Sincerely,
	Links Buckeyell
	fohn R. Adler

JOHN R. ADLER



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

PHONE 7:**7**-784-1991

Date	January 20, 1988				a
To:_	Commonwealth of Pennsylvania Department of Revenue	-			•
_	Bureau of Accounts Settlement P.O. Box 2055	-			
_	Harrisburg, PA 17105	-			
RE:_	Lastet Comment and very vs of rections		4- Jr.	11/1	il Line (1998)
5	NoofED No	·.	of	N. A.	JD
Dear	Sir:				
Encl any	losed is a notice of an upcoming Sheriff's S claims against this property, notify this c	Sale. office	If you	ou hav	/e <u>LY</u> .
Fee!	free to contact me with any questions you	may h	nave.		
	Sincerely,				
	$\sim 10^{-10}$	141	i Shiring	<i>(</i>	

John R. Adler

OFFICE OF JOHN R. ADLER



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

PHONE 717-784-1991

Date: January 26, 1988	ē
To: Thomas C. Zerbe, Jr. Deputy Attorney General Collections Unit	_
Fourth & Walnut Streets	-
Harrisburg, PA 17120	-
RE: //w//de / www. www.vevs.	an Brain B. Makes
NoofED No	ofJD
Dear Sir:	
Enclosed is a notice of an upcoming Sheriff's S any claims against this property, notify this o	
Feel free to contact me with any questions you	may have.
Sincerely,	
Bright &	11312

John R. Adler Sheriff

HOURIGAN, KLUGER, SPOHRER & QUINN A PROFESSIONAL CORPORATION

43894

By: JONATHAN A. SPOHRER, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No.

LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 18701 (717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

IN MORTGAGE FORECLOSURE

MICHAEL D. VIERS and CONNIE L. VIERS, his wife,

Defendants

NO. 1279 of 1984

WRIT OF EXECUTION NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE
A LAWYER OR CANNOT AFFORD ONE TO GO OR TELEPHONE THE OFFICE SET FORTH BELOW
TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LEGAL SERVICES OF NORTHEASTERN PENNSYLVANIA, INC.

410 Bicentennial Building 15 Public Square Wilkes-Barre, Pa. 18710 or Phone: (717) 825-8567 21 North Church Street Hazleton, Pa. 18201 Phone: (717) 455-9511

PENNSYLVANIA LAWYER REFERRAL SERVICE

Post Office Box 1086 100 South Street Harrisburg, Pa. 17108 (Penna. Residents Phone: 1-800-692-7375); Out of State Residents Phone: 1-717-238-6715).

~ ~

SUSQUEHANNA LEGAL SERVICES 36 West Main Street Bloomsburg, Pa. 17815 (717) 784-8760

HOURIGAN, KLUGER, SPOHRER, QUINN & MYE A PROFESSIONAL CORPORATION	
BY: JONATHAN A. SPOHRER, ESQUIRE ATTORNEY	y FOR Plaintiff
IDENTIFICATION NO. 43894	
LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 18701 (717) 825-9401	
UNITED PENN BANK,	IN THE COURT OF COMMON PLEAS OF COLUMBIACOUNTY
Plaintiff	: CIVIL ACTION - LAW
V5.	: IN MORTGAGE FORECLOSURE
MICHAEL D. VIERS and CONNIE L. VIERS, his wife,	:
Defendants	: NO. 1279 of 1984
N O J	r I C E
TO: Pa. Dept. of Public Welfare	DATE OF NOTICE: January 8, 1988
TO: Pa. Dept. of Public Wellare 96 North Pennsylvania Avenue Wilkes-Barre, Pa. 18701	EXECUTION NO: 6 of 1988
	PROPERTY ADDRESS:
	110 Warren Street
	Berwick, Pa. 18603
SHERIFF'S SALE:	

DATE: MOWE 24, 1988

PLACE: <u>Columbia County Courthouse</u> Bloomsburg, Pa.

TIME: 9:30

PLEASE BE ADVISED that this office represents the United Penn Bank relative to an action in mortgage foreclosure instituted against the above identified property. The foreclosure suit has proceeded to execution and the property identified above will be sold at Sheriff's Sale on the date and time and at the place indicated above.

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C.

By:

Jonathan A. Spohrer

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS A PROFESSIONAL CORPORATION JONATHAN A. SPOHRER, ESQUIRE ATTORNEY FOR Plaintiff 43894 IDENTIFICATION NO. LAW OFFICES SUITE SEVEN HUNDRED UNITED PENN BANK BUILDING WILKES-BARRE, PENNA. 18701 (717) 825-9401 IN THE COURT OF COMMON PLEAS UNITED PENN BANK, OF COLUMBIACOUNTY CIVIL ACTION - LAW Plaintiff IN MORTGAGE FORECLOSURE vs. MICHAEL D. VIERS and CONNIE L. VIERS, his wife, NO. 1279 of 1984 Defendants NOTICE DATE OF NOTICE: January 8, 1988 Pa. Gas & Water Co. EXECUTION NO: (John 1888 South Pt. Northumberland, Pa. 17857 PROPERTY ADDRESS: 110 Warren Street

SHERIFF'S SALE:

TIME: (1.36)

DATE: MANGE A 1988

PLACE: Columbia County Courthouse

Bloomsburg, Pa.

Berwick, Pa. 18603

PLEASE BE ADVISED that this office represents the United Penn Bank relative to an action in mortgage foreclosure instituted against the above identified property. The foreclosure suit has proceeded to execution and the property identified above will be sold at Sheriff's Sale on the date and time and at the place indicated above.

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C.

Bv:

ÚJonathan A. Spohréi

SHERIFF'S SALE DESCRIPTION

By virtue of Writ of Execution No. of 1988, issued out of the Court of Common Pleas of Columbia County, to me directed I will expose at public sale, by vendue or outcry, to the best and highest bidder for cash (subject to payment of unpaid taxes for the current year) at the Courthouse in Bloomsburg, County of Columbia, and Commonwealth of Pennsylvania on County of Columbia, and Commonwealth of Pennsylvania on County of Said day, all the right, title and interest of the described lot, piece and 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, to wit:

BEGINNING at the southeast corner of Warren Street and Schley Alley;

THENCE along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin;

THENCE north 87 degrees 10 minutes east a distance of forty-five (45) feet to an iron pin in line of land of Lot No. 32;

THENCE along Lot No. 32 north 2 degrees 30 minutes west, a distance of sixty-six (66) feet to Schley Alley;

THENCE along Schley Alley south 87 degrees 10 minutes west, a distance of forty-five (45) feet to the place of beginning.

BEING the northerly portion of Lot No. 33.

BEING the same premises conveyed to United Penn Bank by Victor B. Vandling, Sheriff of Columbia County, dated June 19, 1979, and recorded in Columbia County Deed Book 293, Page 84.

KNOWN as 110 Warren Street, Berwick, Pennsylvania IMPROVED with a two story single family frame TAX NO. 04.3-2-1

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 not 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 United Penn Bank against Michael D. Viers and Connie L. Viers. Judgment filed to 1279 of 1984. Writ issued

Said premises to be sold by the Sheriff of Columbia County.

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania

UNITED PENN BANK,		
	1279	Term 19
PLAINTIFF	iNO. , ,	1erm 19
V.S.		
MICHAEL D. VIERS and	_	
CONNIE L. VIERS, his wife,		
DEFENDANT	s	
To:	Sheriff	
Seize, levy, advertise and sell all the persona	l property of the defendant	on the premises located at
Seize, levy, advertise and sell all right, title Make Model	and interest of the defend	ant in the following vehicle: umber License Number
which vehicle may be located at		
You are hereby released from all responsibilit	y in not placing watchman	n or insurance on personal
property levied on by virtue of this writ. Pla	aintiff guarantees towing and	storage charges.
	Jonathan A. Spohre	r Attorney for Plaintiff

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQ.

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 43894

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

vs.

IN MORTGAGE FORECLOSURE

MICHAEL D. VIERS and

CONNIE L. VIERS, his wife,

NO. 1279 of 1984

Defendants

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF LUZERNE

R. G. Rohrbach, Jr., Vice President , being duly sworn according to law, deposes and states that to the best of his knowledge, information and belief, the last known address of the above-captioned Defendant(s) is as follows:

110 Warren Street Berwick, Pa. 18603

If the Defendant(s) cannot be found at the above address, then Plaintiff believes and therefore avers that the Defendant(s) are either deceased or their whereabouts are unknown.

R. G. Rohrbach, Jr., Vice President

Sworn to and subscribed

before me this /3 day

of January 1988.

BERNADINE JASTREM, Notary Public

Plains Township, Eureine County, Pa.

My Commission Expires May 30, 1989

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA : SS.
COUNTY OF LUZERNE :
R. G. Rohrbach, Jr., Vice President , being
duly sworn according to law, does depose and say that he did, upon request
of UNITED PENN BANK investigate the status ofMichael D. and Connie L. Viers,
with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that
he made such investigation personally; and your affiant avers that Michael D.
and Connie L. Viers,
backthey, within a period of three (3) months last, in the military or naval
service of the United States within the purview of the aforesaid Soldiers'
and Sailors' Relief Act of 1940.
2.9. Kahbal
R. G. Rohrbach, Jr., Vice President

Sworn to and subscribed

before me this 13 day

of January

1987.

Notary Public
BERNADINE JASTREM, Motary Public
Plains Township, Luzerne County, Pa.
My Commission Expires May 40 1989

HOURIGAN, KLUGER, SPOHRER & QUINN A PROFESSIONAL CORPORATION

By: JONATHAN A. SPOHRER, ESQUIRE

ATTORNEY FOR Plaintiff

Identification No. 43894

LAW OFFICES
SUITE SEVEN HUNORED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA, 18701
(717) 825-9401

UNITED PENN BANK,

IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW IN MORTGAGE FORECLOSURE

vs.

MICHAEL D. VIERS and CONNIE L. VIERS, his wife,

Defendants

NO. 1279 of 1984

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Michael E. Viers and Connie L. Viers 110 Warren Street Berwick, Penna. 18603

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 Luzerne County, there will be exposed to public sale, by vendue or outcry

to the highest and best bidders, for cash (subject to the payment of unpaid taxes

for the current year) at the courthouse in theCity of Bloomsburg
County of Columbia and State of Pennsylvania, on
at 9:30 o'clock a.m., in the forenoon of the said day, all your
right, title and interest in and to all that certain piece, parcel or tract of
land situate in the Borough of Berwick , County of Columbia
and State of Pennsylvania, the same more particularly described in Exhibit "A"
attached hereto and incorporated herein.
NOTICE OF OWNER'S RIGHTS YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE
To prevent this Sheriff's Sale, you must take immediate action:
1. The sale will be cancelled if you pay to United Penn Bank (the
amount of the judgment plus costs) (the back payments, late charges, costs and
reasonable attorneys' fees due). To find out how much you must pay, you may
call: 826-2609 .
2. You may be able to stop the sale by filing a petition asking the
Court to strike or open the judgment, if the judgment was improperly entered.
You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings
You may need an attorney to assert your rights. The sooner you contact
one, the more chance you will have of stopping the sale.
YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS

EVEN IF THE SHERIFF'S SALE DOES NOT TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling 826-2609.

2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.

- 3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call 784-1991.
- 4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
- 5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
- 6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff no later than thirty (30) days after the sale, in his office. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days thereafter.

HOURIGAN, KLUGER, SPOHRER, QUINN & MYERS, P.C. 700 United Penn Bank Building Wilkes-Barre, Pennsylvania 18701

EXHIBIT "A"

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 at the southeast corner of Warren Street and Schley Alley;

THENCE along Warren Street south 2 degrees 30 minutes east, a distance of sixty-six (66) feet to an iron pin;

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KNOWN AS 110 Warren Street, Berwick, Pennsylvania IMPROVED with a two story single family frame TAX NO. 04.3-2-1

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

BY: JONATHAN A. SPOHRER, ESQ. ATT

ATTORNEY FOR Plaintiff

IDENTIFICATION NO.

43894

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,

vs.

IN THE COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

Plaintiff

CIVIL ACTION - LAW

•

IN MORTGAGE FORECLOSURE

MICHAEL D. VIERS and CONNIE L. VIERS, his wife,

NO. 1279 of 1984

AFFIDAVIT PURSUANT TO RULE 3129

UNITED PENN BANK, 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 in the City of Berwick as more particularly described in Exhibit "A" attached hereto.

1. Name and address of Owner:

Michael D. Viers Connie L. Viers 110 Warren Street Berwick, Pa. 18603 2. Name and address of Defendants in the judgment.

Michael D. Viers Connie L. Viers 110 Warren Street Berwick, Penna. 18603

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

United Penn Bank 8-18 West Market Street Wilkes-Barre, Pa. 18701 Judgment No. 1279 of 1984

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

of record:

United Penn Bank
8-18 West Market St.
Wilkes-Barre, Pa.
Amount: \$11,500.00
Dated: 11/22/83
RB 326, Page 22
United Penn Bank
8-18 West Market St.
Wilkes-Barre, Pa.
Amount: \$2,100.00
Dated: 11/22/83
RB 326, Page 26

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.

Pa. Gas & Water Co.

South Pt.

Northumberland, Pa. 17857

No. 22 of 1984

Amount: \$106.22

Pa. Department of Public Welfare
96 North Pennsylvania Avenue
Wilkes-Barre, Pa. 18701
No. 288 of 1984

Amount: \$5,000.00

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.

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.

HOURIGAN, KLUGER, SPOHRER & QUINN, P.C. Attorneys for Plaintiff

Dated:	1-13-88	By:	knatha	a Sookrer	
		Jønathan A. Spohrer			

EXHIBIT "A"

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

UNITED PENN BANK, Plaintiff	l e e e e e e e e e e e e e e e e e e e	OF COMMON PLEAS OF JNTY, PENNSYLVANIA
vs.	No. <u>1279-C</u>	Term 19 <mark>84J.D</mark>
MICHAEL D. VIERS and	No	
CONNIE L. VIERS, his wife,		OF EXECUTION E FORECLOSURE)
Commonwealth of Pennsylvania:		
County of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
TO THE SHERIFF OFColumbia	COUNTY, PENNSYLVANIA	:
described property (specifically described property be See Exhibit		
Amount Due Interest transport to 1/8/88 Atty: Fees TOTAL	\$\frac{10,768.50}{3,900.29}\$\frac{900.00}{\$15,568.79}\$ Plus cos	sts
Dated 1-14-88	Prothonotary, Court **XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	of Common Pleas of nnsylvania

Deputy

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KNOWN AS 110 Warren Street, Berwick, Pennsylvania IMPROVED with a two story single family frame TAX NO. 04.3-2-1

THE TAGE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUN

CASHIER'S CHECK

1566386

Michael	Viers				January 13	, 1988	60-57
PURCHASER		1945		DATE		Tangana <u>Arama</u> Tangana	313
PAY TO THE	Sheriff	of Columb.	ia County**		144 (144) 1 (1 444)	500,00**	
ORDER OF				 <u> </u>		\$	

UNITED FEWNETO ORDERS COSTS



AUTHORIZED SIGNATURE

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

#1566386# #031300575#

100 5B3 2m