SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT
DOCKET AND INDEX
SET FILE FOLDER UP
CHECK FOR PROPER INFO
WRIT OF EXECUTION
COPY OF DESCRIPTION
WHEREABOUTS OF LAST KNOWN ADDRESS
NON-MILITARY AFFIDAVIT
NOTICES OF SHERIFF'S SALE
WATCHMAN RELEASE FORM
AFFIDAVIT OF LIENS LIST
CHECK FOR \$500.00 237
* 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
SET DISTRIBUTION DATE
* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED) * MUST BE PAID 10 DAYS AFTER IT HAS BEEN 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)
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales)
SERVICE
TYPE CARDS FOR DEFENDANTS
PUT PAPERS TOGETHER FOR DEFENDANTS * COPY OF WRIT FOR EACH DEFENDANT * NOTICE OF SHERIFF SALE * COPY OF DESCRIPTION
PUT TOGETHER PAPERS FOR LIEN HOLDERS
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS

SHERIFF'S SALE OUTLINE . 1'T

SALE BILLS
SEND DESCRIPTION TO PRINTER
** 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
TAX CLAIM OFFICE
TAX ASSESSMENT OFFICE
PROTH OFFICE(post on board)
POST IN FRONT LOBBY
POST IN SHERIFF'S OFFICE
SEND COPY TO ATTY
POST PROPERTY ACCORDING TO DATE SET
SEND RETURN OF POSTING TO ATTY
DOCKET ALL COSTS

PREPARE FINAL COSTS SHEET DAY OF SALE

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE

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

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED

WHEN DEED IS RECORDED SEND TO BUYER

FILE FOLDER _____

PREPARE COST SHEET 2 DAYS BEFORE SALE

PAY DISTRIBUTION ACCORDING TO DATE

HOLD SALE

* BE SURE ALL COSTS ARE RECEIVED

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

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JOHN J. THOMAS
JOHN J. THOMAS, ESQUIRE
SUITE 1500
10 W. NORTHAMPTON ST.
WILKES-BARRE, PA 18701
(717) 825-5602
Attorney for Petitioners

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re GARY L. SHEATLER Case No.:

Debtor
Social Security No.: 187-46-7403
and Debtor's Employer's Tax
Identification No.:

Chapter 7

Exhibit B

S idx Cha

CHRISTINE J. SHEATLER

f/k/a CHRISTINE J. BEHR
Debtor
Social Security No.: 181-54-6782
and Debtor's Employer's Tax
Identification No.:

FOR COURT USE ONLY

Date Petition Filed

Case Number

Bankruptcy Judge

I, JOHN J. THOMAS, the attorney for the petitioners named in the foregoing petition, declare that I have informed the petitioners that they may proceed under chapter 7, 11, 12, or 13, title 11, United States Code, and have explained the relief available under each such chapter.

Executed

Signature

JOHN J. THOMAS
JOHN J. THOMAS, ESQUIRE
SUITE 1500
10 W. NORTHAMPTON ST.
WILKES-BARRE, PA 18701

(717) 825-5602

Attorney for Petitioners

Signed:

JOHN J. THOMAS

Attorney for Petitioners

Address: JOHN J. THOMAS, ESQUIRE

SUITE 1500

10 W. NORTHAMPTON ST. WILKES-BARRE, PA 18701

(717) 825-5602

I, GARY L. SHEATLER, and I, CHRISTINE J. SHEATLER, the petitioners named in the foregoing petition, declare under penalty of perjury that the foregoing is true and correct.

Executed on:

Signature: _

Executed on:

Signature:

JOHN J. THOMAS
JOHN J. THOMAS, ESQUIRE
SUITE 1500
10 W. NORTHAMPTON ST.
WILKES-BARRE, PA 18701
(717) 825-5602
Attorney for Petitioners

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re GARY L. SHEATLER 5 -cg %: 00720

Debtor
Social Security No.: 187-46-7403
and Debtor's Employer's Tax
Identification No.:

CHRISTINE J. SHEATLER

f/k/a CHRISTINE J. BEHR
Debtor
Social Security No.: 181-54-6782
and Debtor's Employer's Tax
Identification No.:

Voluntary Petition

Chapter 7

RELIER ORDERE

Wilkes-Barre, PA

SEP 0 5 1989

Margaret A. Smith
Clerk of the Bankruptcy Court

Deputy Clerk

1. Petitioners' mailing addresses, including county, are:

Husband R. D. 9, BOX 85 BLOOMSBURG, PA 17815 Wife R. D. 9, BOX 85 BLOOMSBURG, PA 17815

County: COLUMBIA

COLUMBIA

- 2. Petitioners have resided within this district for the preceding 180 days.
- Petitioners' principal place of business has been within this district for the preceding 180 days.
- 3. Petitioners are qualified to file this petition and are entitled to the benefits of title 11, United States Code as voluntary debtors.

WHEREFORE, petitioners pray for relief in accordance with chapter 7 of title 11, United States Code.

JOHN J. THOMAS

ATTORNEY AT LAW

SUITE 1500

10 WEST NORTHAMPTON STREET WILKES-BARRE, PENNSYLVANIA 18701

> (717) 825-5602 FAX - (717) 825-5631

> > September 5, 1989

Sheriff of Columbia County Columbia County Courthouse Bloombsurg, Pennsylvania 17815

RE: GARY L. SHEATLER and CHRISTINE J. SHEATLER BANKRUPTCY CASE NO.: 5-89-00720

Dear Sheriff:

Please be advised that this office represents Gary L. Sheatler and Christine J. Sheatler who have filed for relief under chapter 7 of Title 11 of the United States Code. Their bankruptcy petition was filed on September 5, 1989 and docketed as case number 5-89-00720. A copy of the first pages of their bankruptcy petition is enclosed.

As you are aware, the filing of bankruptcy stays any attempt to collect on a debt outside of the Bankruptcy Court. This letter will serve as notice that the proceedings against our clients by William Groom Welding, TA 19-167-88, involving a sheriff sale scheduled for September 7, 1989 and the mortgage foreclosure proceedings of Guaranty Bank, EX-25-1989 and CV-103-1989 scheduled for September 19, 1989 should be stayed by reason of the bankruptcy.

Please contact this office with any questions.

Sincerely,

Elizabeth Malkemes

Secretary to John J. Thomas

Charles Machines

eam

Enclosure

cc: Gary and Christine Sheatler William Groom Welding Guaranty Bank

JOHN J. THOMAS

ATTORNEY AT LAW

SUITE 1500

10 WEST NORTHAMPTON STREET WILKES-BARRE, PENNSYLVANIA 18701

(717) 825-6602

FAX - (717) 825-5631

September 14, 1989

Via Facsimile Transmission and U. S. Postal Service

Sheriff of Columbia County Columbia County Courthouse Bloomsburg, Pennsylvania 17815

RE: GARY L. SHEATLER and CHRISTINE J. SHEATLER BANKRUPTCY CASE NO.: 5-89-00720

CLARK EQUIPMENT CREDIT CORPORATION vs. GARY L. SHEATLER CIVIL NO.: 807 OF 1989

Dear Sheriff:

Please be advised that this office represents Gary L. Sheatler and Christine J. Sheatler who have filed for relief under chapter 7 of Title 11 of the United States Code. Their bankruptcy petition was filed on September 5, 1989 and docketed as case number 5-89-00720. A copy of the first page of their bankruptcy petition is enclosed.

As you are aware, the filing of bankruptcy stays any attempt to collect on a debt outside of the Bankruptcy Court. Please be advised that the hearing on the above-captioned matter scheduled for September 20, 1989 at 10:00 a.m. should be stayed due to the bankruptcy filing.

Please contact this office with any questions.

Sincerely,

Betsy Malkemes

Lety backenses

Secretary to John J. Thomas

eam

Enclosure

cc: Gary and Christine Sheatler Clark Equipment Credit Corporation Elwood R. Harding, Jr., Esquire JOHN J. THOMAS
JOHN J. THOMAS, ESQUIRE
SUITE 1500
10 W. NORTHAMPTON ST.
WILKES-BARRE, PA 18701
(717) 825-5602
Attorney for Petitioners

UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In re GARY L. SHEATLER 5-89-00720

Debtor
Social Security No.: 187-46-7403
and Debtor's Employer's Tax
Identification No.:

CHRISTINE J. SHEATLER

f/k/a CHRISTINE J. BEHR
Debtor
Social Security No.: 181-54-6782
and Debtor's Employer's Tax
Identification No.:

Voluntary Petition

Chapter 7

RELIEF ORDERE

FILED Wilkes-Barre, PA

SEP 0 5 1989

Margaret A. Smith
Clerk of the Bankruptcy Court

Deputy Clerk

1. Petitioners' mailing addresses, including county, are:

Husband R. D. 9, BOX 85 BLOOMSBURG, PA 17815 Wife R. D. 9, BOX 85 BLOOMSBURG, PA 17815

County: COLUMBIA

COLUMBIA

- 2. Petitioners have resided within this district for the preceding 180 days.
 Petitioners' principal place of business has been within this district for the preceding 180 days.
- 3. Petitioners are qualified to file this petition and are entitled to the benefits of title 11, United States Code as voluntary debtors.

WHEREFORE, petitioners pray for relief in accordance with chapter 7 of title 11, United States Code.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH CIVIL ACTION - LAW

GUARANTY BANK, N.A. (formerly : NO. EX 25-1989

COMMUNITY NATIONAL BANK),

Plaintiff: No. CV 103-1989

v.

: MORTGAGE FORECLOSURE

GARY SHEATLER and CHRISTINE

J. SHEATLER, his wife, :

Defendants :

NOTICE OF SALE OF REAL ESTATE PURSUANT TO Pa.R.C.P. 3129(b)(2)

TO: GARY SHEATLER

R.D. #9, Box 85

Bloomsburg, Pennsylvania 17815

CHRISTINE J. SHEATLER

R.D. #9, Box 85

Bloomsburg, Pennsylvania 17815

MYRON M. DIEHL, SR.

R.D. #9

Bloomsburg, Pennsylvania 17815

BETTY E. DIEHL

R.D. #9

Bloomsburg, Pennsylvania 17815

BENEFICIAL CONSUMER DISCOUNT 1125 North Fourth Street

Sunbury, Pennsylvania 17801

INTERNAL REVENUE SERVICE

Attn: Carlo Gonnella

Post Office Box 12051

Philadelphia, PA 19105

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on $S_{\xi, \ell} / \ell / \ell / \ell = 1989$, at $\ell / \ell / \ell = 1989$, at $\ell / \ell / \ell = 1989$, at $\ell / \ell / \ell = 1989$, at $\ell / \ell / \ell = 1989$, at attached hereto and made a part hereof.

The Writ of Execution has issued on a judgment in the above action in the amount of \$47,355.45, plus interest and costs of suit.

Claims against property must be filed with the Sheriff before the above sale date.

Claims to proceed must be made with the Sheriff before distribution.

Schedule of Distribution will be filed by Sheriff no later than thirty (30) days from the sale date.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Sheriff no later than ten (10) days from the date the Schedule of Distribution is filed by the Sheriff.

Attached hereto is a copy of the 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 NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.

Susquehanna Legal Services 36 West Main Street Bloomsburg, Pennsylvania 17815 (717) 784-8760

You have have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary. A lawyer may be able to help you.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of

the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution or service or demonstrate any other legal or equitable right.

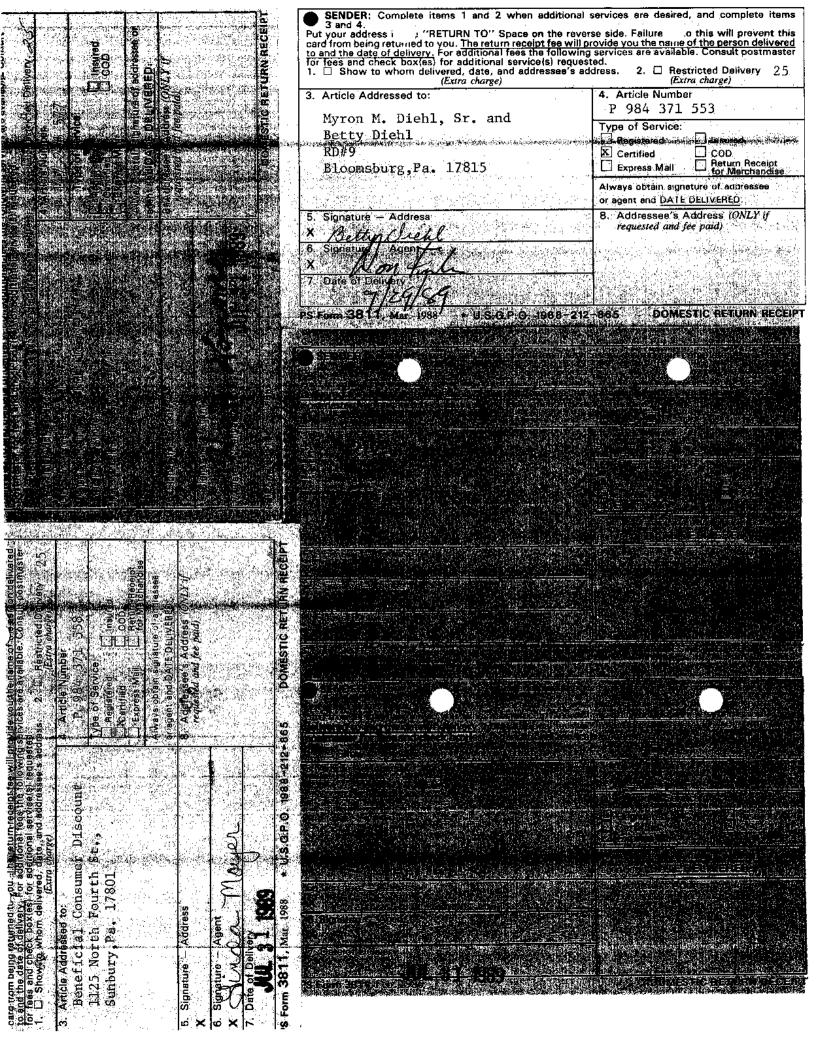
You may also have the right to have the Sheriff's Sale set aside if the property is sold for a grossly inadequate price or if there are defects in the Sheriff's Sale. To exercise this right you should file a petition with the Court after the sale and before the Sheriff has delivered his deed to the property. The Sheriff will deliver the deed if no petition to set aside the sale is filed within ten (10) days from the date when the Schedule of Distribution is filed by the Sheriff.

Richard J. Roberts, Jr., Esquire LEAVENS & ROBERTS

29 East Independence Street Post Office Box 518

Shamokin, Pennsylvania 17872 Attorneys for Plaintiff ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in the Township of Madison, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the westerly right-of-way line of Pennsylvania State Highway Legislative Route No. 609, leading from Buckhorn to Jerseytown, said pin also being on the southerly right-of-way of Township Route No. 386; thence along the westerly right-of-way of Pennsylvania State Highway Legislative Route No. 609, South 7 degrees 55 minutes East 338.54 feet to an iron pin and lands of Elmira Zeisloft, Grantor herein; thence along lands of said Zeisloft North 51 degrees 44 minutes West 652.44 feet to an iron pin and lands of L. Lee and Ruth G. Whitenight; thence along lands of said Whitenight North 22 degrees 49 minutes East 182.00 feet to an iron pin on the southerly right-of-way of Township Route No. 386; thence along the southerly right-of-way of said Township Road North 63 degrees 30 minutes East 65.18 feet to an iron pin; thence along same South 51 degrees 44 minutes East 428.86 feet to the place of BEGINNING. CONTAINING 3.00 acres of land in all. Description prepared in accordance with draft of survey by T. Bryce James, R.S., dated June 10, 1968.



il requested.	4. Article Number	P 147 256 575	Type of Service:	Registered Insured	Always obtain signature of addressee or agent and DATE DELIVERED.	8. Addressee's Address (ONLY if requested and fee paid)			DOMESTIC RETURN RECEIPT	Put your address in the "R. AN TO" space on the reverse card from being returned to you. The return receipt fee will delivered to and the date of delivery. For additional fees the postmester for fees and check box(es) for additional service! 1. I Show to whom delivered, date, and addressee's address. 3. Article Addressed to: Small Business Administration 20 N. Pennsylvania Ave. Room 2327 Wilkes-Barre, PA 18701 6. Signature - Addressee	side. Failure to do thi: prevent this provide you the name or the person following services are available. Consult s) requested.
postmaster for fees and check box (as) for additional service(s) requested 1. 3how to whom delivered, date, and addresses's address. 2.		Permsylvania		it SettLement	T/T05		Mont	JUL 31 138		8. Signature Agent X 7. Date of Dalivery PS Form 3811, Feb. 1986 SENDER: Complete items 1 and 2 when additional	DOMESTIC RETURN RECEIPT services are desired, and complete items
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ig services are evailable. Consult	2. Restricted Delivery. 7.3	Article (Williams)	se of Service	Registered Insured Cortified	Always obtain agneture of addressee or	agent and DATE DELIVERED. 8. Addresses's Address (ONLY if			DOMESTIC RETURN RECEIPT	5. Signature – Address X 6. Signature – Agent X 7. Onte of Delivery PS Form 3811, Mar. 1988 * U.S.G.P.O. 1988–21: **BENDER: Complete Freme 1 and 2 when additional service in the STUBN TO" space on the reverse.	8. Addressee's Address (ONLY if requested and fee paid) 2-865 DOMESTIC RETURN RECEIL Ces are desired, and applete Items 3 and 4.
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card from being returned to yi delivered to and the date of dt poermarer for fees and check	1. Show to whom delivered, date, and addressee	3. Article Addressed to:	C. Ze	Atty. Gen ions Unit	Fourth & Walnut Si Harrisburg, PA 1	R. Simbature - Addressee	X X X X X X X X X X X X X X X X X X X	7. Date of Delivery	'S Form 3811, Feb. 1986	X 6. Signature — Agent X 7. Date of Delivery 7-3/-3-9 PS Form 3811, Feb. 1986	requested and fee paid) DOMESTIC RETURN RECEIP

OFFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 8LOOMSBURG, PA. 17815

PHDNE 717-784-1991

September 27, 1989

Mr. Richard J. Roberts, Jr. 29 East Independence St., P.O. Box 518 Shamokin, Pa. 17872-0518

Dear Sir:

Enclosed is CK#5855 in the amount of \$275.90, which represents a refund from the Sheriff's Sale of GUARANTY BANK, N.A. (formerly COMMUNITY NATIONAL BANK), Vs Gary Sheatler and Christine J. Sheatler No. 25 of 1989 E.D. Since Bankruptcy has been filed, this execution is being adjourned by this office.

Thank you for your assistance.

Sincerely

Deputy Sheriff

OFFICE OF

JOHN R. ADLER



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

PHONE 717-784-1991

September 27, 1989

Press Enterprise P.O. Box 745 Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#5841 in the amount of \$138.80, which represents payment for the advertising of the Sheriff's Sale No. 25 of 1989, GUARANTY BANK, N. A. (formerly COMMUNITY NATIONAL BANK), Vs Gary Sheatler and Christine J. Sheatler.

Thank you for your assistance.

Sincerely,

Deputy Sheriff

"HERIFF'S SALE - COSTS SHEFT

	WIN THE REAL ROOM	vs. GARY	4 CARRETTER TO SAFATLER
0.	. 03 / 34 E.D. NO. 163	<i>⊵F</i> 3 9 J.D.	DATE OF SALE BONKELD
	DOCKET & LEVY SERVICE // AT AT A / / / / / / / / / / / / / /		\$ 14/ 00 -100 00 -100 00 -100 00 -100 00 -100 00
	CRYING/ADJOURN OF SALE SHERIFF'S DEED DISTRIBUTION OTHER 1897 93 60		9.66
		TOTAL	
	Press-Enterprise, Inc. Henrie Printing Solicitor's Services		\$ <u>/3x & & &</u>
		TOTAL	, . ,\$ <u>/3880</u>
	Prothonotary: Liens List Deed Notarizati	ON	\$ <u>20.00</u>
		TOTAL	
	Recorder of Deeds: Copywork Deed Other		\$ <u> 20.00</u>
		TOTAL	
	REAL ESTATE TAXES: BOROUGH/TWP. & COUNTY TAXES, SCHOOL TAXES, DISTRICT DELINQUENT TAXES, 19, 19_	19, 19 , 19	\$
		Тотац	
-	MUNICIPAL RENTS: SEWER - MUNICIPALITY WATER - MUNICIPALITY	, <u>19</u> , 19	\$
		Тотац	
	Surcharge Fee: (state treasurer)	TOTAL	, , , , , , , <u>37 cc</u>
	MISCELLANEOUS: TAK (LALO)		\$
		TOTAL COSTS	\$ <u>459.40</u> 928
			474,16



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. BOX 350 BLOOMSBURG, PA. 17815

PHONE 717-784-1991

Dat	e: July 28, 1989
To:	Kathy Rishel
_	Madison Township Tax Collector
_	RD 1
	Bloomsburg, PA 17815
RE:	Guaranty Bank NA vs Gary & Christine J. Sheatler
l	No. 25 of 1989 ED No. 103 of 1989 JD
Enci	r Sir: losed is a notice of an upcoming Sheriff's Sale. If you have
_	claims against this property, notify this office IMMEDIATELY.
Fee.	I free to contact me with any questions you may have.
	Sincerely,
	151 John Kadler
	John R. Adler Sheriff

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
Sworn and subscribed to before me this
My Commission Expires
Notarial Seal Matthew J. Creme, Notary Public Scott Twp., Columbia County My Commission Expires July 5, 1993 Member, Pennsylvania Association of Notarias And now,

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PRISONAL INFORMATION BEETS

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OFFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 80X 380 8LDDM\$BURG, PA. 17815

PHONE 717-784-1991

September 5, 1989

Press Enterprise P.O. Box 745 Bloomsburg, Pa. 17815

Dear Sir:

Please cancel the advertising for the Sheriff's Sale on September 12, 1989 between Guaranty Bank N A Vs Gary & Christine J. Sheatler, No. 25 of 1989 E.D. and No. 103 of 1989 J.D.

Thank you for your assistance.

)

Deputy Sheriff

^9P181: 238911913W

Form 668 (Y)

Department of the Treasury - Internal Revenue Service

_	•	٠	٠	•	_	_	-	٠.	_	,	

(Rev. 7-89)	Notic	e of Federal Tax	Lien Under	Internal Re	venue Laws	
District	1	Serial Numbe	r	For	Optional Use by Recording Office	-
Р	hiladelphi	a, PA	238911	913		
Code, notice been assess ment of this there is a lieu property belo	is given that t ed against the liability has be n in favor of th onging to this	321, 6322, and 8323 (axes (including interfollowing-named taxed made, but it remited States on a taxpayer for the amount, and costs that may	est and penalt payer, Demand ains unpaid. T Il property and unt of these to	les) have I for pay- herefore, rights to		e.
Name of Taxpa	yer GARY SHE.	ATLER				
	R D 9 BOX BLOOMSBURG	85 , PA 17815-980	9			
lace notice of I	lien is reflied by th	ATION: With respect to each e date given in column (e) certificate of release as def	, this notice shall,	on the day		
Kind of Tax	Tax Period Ended (b)	Identifying Number	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)	
1040	12/31/83	187-46-7403	10/31/89	11/30/95	5608.23	
Place of Filling						 '\
	Colum	onotary bia County sburg, PA 178	315	Total	\$ 5608.23	
This notice was	s prepared and s	igned atPhila	adelphia, P	Α	, on	this
the <u>14th</u> da	ay of <u>August</u>	<u>,</u> 19 <u>89</u>		68, HJ 55 1	SS aua	
Signature	r Patricia	Betlejewski- A	Title	Ilisted below, unshall, on the day 325(a). Total \$ 5608.23		

OFFICE OF

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. C. BOX 380 BLOOMBBURG, PA. 17815

PHONE: 717-784-1991

August 16, 1989

Mr. Richard J. Roberts, Jr. LEAVENS & ROBERTS
29 East Independence St.,
P.O. Box 518
Shamokin, Pa. 17872-0518

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

NO. 25 of 1989 E.D.

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Wednesday August 16, 1989 at 9:30 A.M.	POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Gary S	Sheatler and Christine J. Sheatler
at RD#9 Bloomsburg, Pa. 17815 (Taping a copy	y of the Sale Bill to the Garage Door)
COLUMBIA COUNTY, PENNSYLVANIA. SA	
COUNTY DEPUTY SHERIFF J.H.	Dent
	SO ANSWERS: J.H. Dent Deputy Sheriff
	FOR: John R. Adler, Sheriff

Tami B. Kline, Prothonotally Columbia County, Pennsylvania

PROTH. & CLK. OF SEV. COURTS

NO COMM. DL 19 MON. JAN. 1, 1992.



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

August 1, 1989

ERNEST D. PREATE, Jr. 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: Gary & Christine J. Sheatler

Dear Sheriff Adler:

A check of the records of the Financial Enforcement Section, Office of Attorney General, does not reveal any claims referred to this office against Gary & Christine J. Sheatler.

Very truly yours,

Thomas C. Zerbe, Jr

Deputy Attorney General

Financial Enforcement Section

TCZ/kf



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

PHONE 717 - 784 - 1991

Aug. 2, 1989

Mr. Richard J. Roberts, Jr. 29 East Independence St., P.O. Box 518 Shamokin, Pa. 17872-0518

PROTH. & CLK. OF SEV. COURTS MY COMM. EX. 1st MON. JAN. 1, 1993. IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMON-WEALTH OF PENNA.

No. 25 of 1989 E.D.

WRIT OF EXECUTION MORTGAGE FORECLOSURE

SERVICE ON Gary and Christine J. Sheatler

ON Tuesday Aug. 1, 1989		A TRUE AND ATTESTED
COPY OF THE WITHIN WRIT OF EXECU		
SALE IN REAL ESTATE AND A COPY of Gary and Christine J. Sheatler	OF THE DESCRIPTION OF	PROPERTY WAS SERVED ON
RD#9 Bloomsburg, Pa. 17815		
	······································	BY DEPUTY SHERIFF
J.H. Dent and Louise Frantz		
SERVICE WAS MADE BY PERSONALLY IS SHERIFF'S SALE IN REAL ESTATE AN Gary and Christine J. Sheatler		
		ANSWERS:
		. *
SWORN AND SBUSCRIBED BEFORE ME THIS Of DAY OF August. Tomi' & Kline by: Carla N		RIFF
TAMI B. KLINE, PROTHONOTARY, COLUMBIA COUNTY, PENNSYLVANIA		

LIEN CERTIFICATE

		Sheatler, Gary and Mary 1. Sheatler, Gary 1.		
arcel No	21	-14-14-2		
escription (on 2 Ac.			
'EAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1988	141,56	27.10	922.98	1091.64
1987	140.27	29,28	853.85	1023.40
·· ····			TCB FEE	90.00
				15.00
			TOTAL	2220.04
The of _	above figures	represent the amou October	ints due during 19 <u>89</u>	the month
Requested	by: <u>John Ac</u>	ller, Sheriff		
Fee: \$5.0			· · · · · · · ·	
. C.C. YJ. U	V	COLUM	BIA COUNTY TAX	CLAIM BUREAU

5 heild sale

REMITTER

Sheatler Forclosure

July 21

89

60-263/313

PAY TO THE Columbia County Sheriff

\$ 750.00

From the small transfer to the property of the

_DOLLARS

CASHIER'S CHECK

klr

#013480# #031302638#

75 750 O

. •



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 350 BLOCKSBURG, PA. 17615

PHONE 717-784-1991

Dat	re: July 28, 1989					
To:	Internal Revenue Service					
	Post Office Box 12051					
	Philadelphia, Pa. 19105 Attn: Carlo Gonnella	• ,				
RE:	Guaranty Bank vs C	Cary Sheatler	& Christine J.	. Sheatler		
	No. 25 of 1989 ED	No. 103	of 1989	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.						
	John Sher		llas			



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

PHONE 717-784-1891

Date:_	July 28, 1989				
To:	Beneficial Consume	er Discour	<u> </u>		
	1125 North Fourth	St.			
	Sunbury Pa. 17801		4		
		. <u> </u>			
RE:	Guaranty Bank	vs	Gary & Christ	ine J. Sheatler	
	25 of 1989	ED	No. 103	of 1989	JD
Dear S	ir:				
Enclos any cl	sed is a notice of an laims against this pro	upcoming operty, n	Sheriff's Sa otify this of	le. If you have fice IMMEDIATELY.	
Feel f	ree to contact me wi	th any qu	estions you m	ay have.	
		Si	ncerely,	alln A	



MHERIFF OF COLUMBIA COUNTY COURT HOUSE - F. O. BOX 360 BLOOMSBURG, PA. 17615

PHQNE 717-784-199

Date	July 28, 1989
To:_	Myron M. Diehl, Sr. and Betty Diehl
	RD#9
	Bloomsburg, Pa. 17815
RE:	Guaranty Bank vs Gary & Christine J. Sheatler
	. 25 of 1989 ED No. 103 of 1989 JD
Enc1	Sir: sed is a notice of an upcoming Sheriff's Sale. If you have laims against this property, notify this office IMMEDIATELY.
Feel	free to contact me with any questions you may have.
	Sincerely, John R. Adler Sheriff



SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P.O. BOX 350 BLOOMBBURG, PA. 17815

PHONE 717-784-1991

Date:	July 28, 1989
To:	Kathy Rishel
	Madison Township Tax Collector
	RD 1
	Bloomsburg, PA 17815
	uaranty Bank NA vs Gary & Christine J, Sheatler . 25 of 1989 ED No. 103 of 1989 JD
Dear :	Sir:
Enclos any c	sed is a notice of an upcoming Sheriff's Sale. If you have laims against this property, notify this office IMMEDIATELY.
Feel :	free to contact me with any questions you may have.
	Sincerely,
	151 John Radler
	John R. Adler

Sheriff

OFFICE OF

JOHN R. ADLER



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

PHONE 717-784-1991

PRESS/ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815
Date: July 28, 1989
RE: Sheriff's Sale Advertising Dates
Guaranty Bank N A vs Gary & Christine J. Sheatler
No. 25 of 1989 ED No. 103 of 1989 JD
Dear Sir: Please advertise the enclosed Sheriff's Sale on the following dates:
1st week August 29, 1989
2nd week <u>September 5, 1989</u>
3rd week <u>September 12, 1989</u>
Feel free to contact me if you have any problems.
Sincerely, (5) John Radler Sheriff

enc.

OFFICE OF

JOHN R. ADLER



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

PHONE 717-784-1991

ate: July 28, 1989
P.O. Box 12050 Philadelphia, PA 19106
ATTN: SPECIAL PROCEDURES FUNCTION
: Guaranty Bank N A vs Gary & Christine J. Sheatler
No. 25 of 1989 ED No. 103 of 1989 JD
ear Sir:
closed is a notice of an upcoming Sheriff's Sale. If you have y claims against this property, notify this office IMMEDIATELY.
el free to contact me with any questions you may have.
Sincerely,
151 John Radler

John R. Adler

Sheriff

OFFICE OF

JOHN R. ADLER



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

PHONE 717-784-1991

Date: <u>July 28, 1989</u>
To: Small Business Administration
20 N. Penna. Avenue
Room 2327
Wilkes-Barre, PA 18701
RE: Guaranty Bank NA vs Gary & Christine J. Sheatler
No. 25 of 1989 ED No. 103 of 1989 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,
1st John Radler
John R. Adler

Sheriff

JOHN R. ADLER



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

PHONE 717-784-1991

Date: <u>July 28, 1989</u>
Fo: Office of F.A.I.R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, PA 17105
RE: Guaranty Bank NA vs Gary & Christine J. Sheatler
No. 25 of 1989 ED No. 103 of 1989 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.
eel free to contact me with any questions you may have.
Sincerely,
151 John Radler
John R. Adler

Sheriff

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 350 8LOOMSBURG, PA. 17815

PHONE サ1ケ・ケミス・1を91

Date: July 28, 1989	<u> </u>			•
To: Commonwealth of Pennsylvan: Department of Revenue Bureau of Accounts Settlemore. P.O. Box 2055	1.0.1 			٠
Harrisburg, PA 17105				
RE: Guaranty Bank NA	vs Gary & Christi	ne J. S	heatler	
No. 25 of 1989 ED	No. 103	of	1989	JD
Dear Sir: Enclosed is a notice of an upcom				
any claims against this property Feel free to contact me with any	•		EDIATELY.	
	Sincerely,		•	
	151 John Ra	de	-	
	John R. Adler Sheriff			

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY COURT HOUSE + P. C. BOX 380 8LOGMSBURG, PA. 17815

PHONE 717-784-1991

Date: July 28, 1989		
To: Thomas C. Zerbe. Jr.		
Deputy Attorney General Collections Unit		
Fourth & Walnut Streets	•	
Harrisburg, PA 17120		
RE: Guaranty Bank NA	vs Gary & Christ	ine J. Sheatler
No. 25 of 1989 ED	No. 103	of 1989 л
Dear Sir:		
Enclosed is a notice of an upcor any claims against this property	ning Sheriff's Sai	le. If you have fice IMMEDIATELY.
Feel free to contact me with any	questions you ma	y have.
	Sincerely,	
	si John Co	adler
	John R. Adler Sheriff	

State of Pennsylvania ss. 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

Gary Sheatler and Christine J. Sheatler, his wife

and find as follows:

See photostatic copies attached.

Fee \$20.00

In testimony whereof I have set my hand and seal of office this 28th day of July A.D., 19 89.

Benvely J. Michael RECORDER

MORTGAGE

THIS MOREGAGE entered into this	. 27th	day of March	19. 87., between
THIS MONTGAGE cutered into this Gary L and Christine	Sheatler	(14) *** ********************************	
hereafter called "Mortgagors", and 本本 BENEFICIAL CONSUMER 11 JENEFICIAL MORTGAGE	DISCOUNT COMP		
Insiness in Pennsylvania. baving an office and place of business at	5 N.4th Str	set, Sunbury, PA 1	7801
WITNESSETH, that to secure payment by Morigi of even date herewith, in the	igors of a promissor	y Note or Loan Agreement (herea	dier called "Note/Agreement")
** Total of Payments of \$			
or [2] Actual Amount of Loan of \$ from time to time outstanding,			
and any renewal, refinancing or extension of the N Mortgagar thereafter from time to fine and eviden and provisions of this Mortgage, Mortgagors do by estate, hereafter referred to as the "Property", situ	ced by the Note/Ag these presents sell, ited in the	recement and all other obligations, grant and convey to Mortgagee,	of Mortgagors under the terms all the following described real
(किन) (Bules(sh) of Had is on (County of (Township)			ansylvania, described as follows:
Municipal Tax Lot		mortgaged premises)	
Beginning at an iron pin State Highway Legislative Ro said pin also being on the sthence along the westerly rilative Route No. 609, South pin and lands of Elmira Zeisloft North 51 degrees 14 of L. Lee and Ruth G. Whiten 22 degrees 49 minutes East 1 of-way of Township Routs No. said township Road North 63 thence along same South 51 dof Beginning. Containing 3. In accordance with draft of	on the west ute No. 609 outherly rl ght-of-way legrees 5 loft, Grant minutes We ight; thenc 82.00 feet 386; thence	, leading from Buck ght-of-way of Towns of Pennsylvania Sta 5 minutes East 33B. or herein; thence a st 652.44 feet to a e along lands of sa to an Iron pin on t along the souther!	whorn to Jerseytown, whip Route No. 386; ate Highway Legis- 54 feet to an iron along lands of sald an Iron pin and lands aid Whitenlyht Horth the southerly right- ly right-of-way of feet to an iron pin;
Being the premises conveyed to Mortgagors by a County in Deed Book No	deed of conveyance	duly recorded in the office for	
TOCETHER with all the buildings and improvementights, liberties, privileges, hereditaments and appu	rnis thereon and ad rtenances whatsoeve	ditions and alterations thereto, in r thereunto belonging or appertair	cluding all alleys, passageways, ring to the Property.
1.1—If this hox is checked, this Mortgage is subject to	to a prior mortgage	Hated 19	, executed by Mortgagors
os mortgages, which prior mortgage secures pays prior mortgage was recorded on	neut of a promisson	y note in the principal amount.	of \$ That
TO HAVE AND TO HOLD the Property hereby grancessors and assigns, forever.	anted and conveyed	unto Mortgagee, to and for the us	se and lichoof of Mortgagee, its
THIS MORTGAGE IS MADE subject to the following. 1. Mortgagors will make all payments on the d			equired or provided herein and
 the Note/Agreement. Mortgagors will pay when due all taxes and deliver receipts for those payments to Morand costs, the amounts so paid may be added. 	lgagee apon reques	t and it Mortgagee pays any taxes	s or assessments plus penalties
by this Mortgage. 3. Mortgagors will keep the improvements on and with such carriers as Mortgagee shall ap	the Property consta	ntly insured against fire and such	other hazards, in such amount
Mortgagors will orither commit nor suffer same in good order and repair.			
5. In the event of the death of one of the M Amount of Lean or Total of Payments, tog	ortgagors, Mortgag	ee, at its uption, may declare the interest, immediately due and pay	uppaid balance of the Actual cable.
 In the event that Mortgagors default in the keeping and performance by Mortgagors of to compliance with Act No. 6 of 1974 a Foreclosure upon this Mortgage, and may Amount of Loan plus accrued but unjoint in Interest, including attorney fees of 15% of the content of the content	te making of any p any of the condition ad Act No. 91 of proceed to judgm aterest or the unpain	ayment due and payable under inser eccenants of this Mortgage (1983, Mortgage may fortlevith ent and execution to recover the 4 balance of the Total of Payment	the Note/Agreement, or in the or the Note/Agreement, subject bring an Action of Mortgage august balance of the Actual
7. Upon commencement of a suit in forcelosur Mortgage, or at any time during the pende without notice to Mortgager or any perso security or the solvency of Mortgager, slic Property; (2) collect the rents, issues and protoper condition and repair; and (3) pay (at assessments and tax sales remaining unreckeep the Property insured in accordance withe balance, if any, against the indebtedne.	ncy of any such suit on claiming under Il apoint a receiver offits of the Property all taxes and assess feemed, at or prior th the provisions of	Mortgagee, upon application to Mortgager, and without consider for the Property. The receiver s (; (3) out of those monies, make re- ments accruing during the receiv- to the forcelesure sale, (c) all ins- this Mortgage, and (d) the expensi- fortgage.	the appropriate court, at once, ration of the adequacy of the shalf (1) take possession of the pairs and keep the Property in ership, (b) all unpaid taxes and arrance premiums necessary to

- 8. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagoe, then Mortgagoe, at its option, may declare the entire balance of the Actual Amount of Loan plus interest or the Total of Payments minus uncarned discounted Interest immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagoe and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagoe, including, if required, an increase in the rate of interest payable under the Note/Agreement.
- 9. Mortgagors, and each of them in this Mortgage, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, which (1) limit the unpuld principal balance due under the Note/Agreement to a sum not in excess of the amount actually paid by the purebaser of the Property at a safe of the Property in any judicial proceedings upon the Note/Agreement or upon this Mortgage; (2) exempt the Property at any other premises or property, real or personal, or any part of the proceeds of safe thereof, from attachment, levy or safe under execution; or (3) provide for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Morigagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in the Note/Agreement, then this Mortgage and the estate hereby granted shall cease and determine and locome void, anything herem to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of the Note/Agreement of even date between Mortgagors and Mortgagees.

Mortgagee.	
IN WITNESS WHEREOF, Mortgagors have signed the	his Mortgage, with scally) offixed, on the date first above faillen.
Signed, sealed and delivered in the presence of:	Son! Clark
All shall	(Gery L. Sheatler)
	(SEAL)
	V WINTER YOUR LEES (SEAL)
COMMONWEALTH OF PENNSYLVANIA)	(thristine Sheatler)
) == •	
COUNTY OF Northumberland	
On this 27th day of March	. 19 87, before me, a Notary Public, came the above named lstine Sheatler
gary L. Sheatter and the	ho the fr act and deed, and desired the same to be recorded as such.
and acknowledged the winds have state of errorgage to	10 mm
WITNESS my hand and scal, the day and year aforesain	
(SEAL)	Notary Public of Pennsylvania
My computation expires	Softary 1 atoms of 1 consystemms
My computation expired to the second of the second to the	
manigati kajamiga najata a kija jak kinakis. Managati kajamiga najata a kija jak kinakis.	
CERC	TIFICATE OF RESIDENCE
Daniel Daniel	Beneficial Consumer Discount Company
I, Brenda Drumm	
Margager pany dan the foregoing Merigage, hereby p	Afily that the correct residence address of the Mortgagee is
1125 N.4th Street, Sunbury, F	
Witness my hand, this 27th day of March	
Rec in Columbia Co	Shirda A Shiral
Rec Bk 386 pg 131 April 8, 1987 _{10:43am}	Surda William
Brush a Michael	
	day sec.
VANIA	((() () () () () () () () ()
We Sit	th Street LTH OF NIA NIA NIA NIA NIA NIA NIA NO NO NO NO NO NO NO NO NO N
EX.YE	RAZI R
or P. E. E. E. Scot	Parent I
F P le at CO. CO. CO.	1 3 Dece
NURTGAGE Sheatler The Sheatler	178 108 108 108 108 108 108 108 108 108 10
She She NSU'NSU'NSU'NSU'NSU'NSU'NSU'NSU'NSU'NSU'	18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
N NO	AATH AATH AANIA ANIA ANIA ANIA ANIA ANIA ANIA AN
MORTGAGE MORTGAGE ALY L. Sheatler Mristine Sheatler Norty Mortgagents To T	DULY, PA TOWEALTH OF INSYLVANIA TY OF TY OF THE Book No. 18, RY E 18, RY E 26, RY E 27, 33
MONWEALTH OF PENNSYLVANIA MORTGAGE ALL. Sheatler Christine Sheatler Ameny Montgagents 10. 10. Montgagee	S N. 4th SDUTY, P. IONWEALTH ANSYLVANIA TITY OF TITY OF LB. R LB. R LB. R LB. R

Rec in Columbia Co Rec Bk 382 pg 997 Feb 10, 1987 10:22am

Burney Commence

- [Space Above This Line For Recording Data]

MORTGAGE

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in the Township of Madison, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the westerly right-of-way line of Pennsylvania State Bighway Legislative Route No. 609, leading from Buckhorn to Jerseytown, said pin also being on the southerly right-of-way of Township Route No. 386; thence along the westerly right-of-way of Pennsylvania State Bighway Legislative Route No. 609, South 7 degrees 55 minutes East 338.54 feet to an iron pin and lands of Elmira Zeisloft, Grantor herein; thence along lands of said Zeisloft North 51 degrees 44 minutes West 652.44 feet to an iron pin and lands of L. Lee and Ruth G. Whitenight; thence along lands of said Whitenight North 22 degrees 49 minutes East 182.00 feet to an iron pin on the southerly right-of-way of Township Route No. 386; thence along the southerly right-of-way of said Township Road North 63 degrees 30 minutes East 65.18 feet to an iron pin; thence along same South 51 degrees 44 minutes East 428.86 feet to the place of BEGINNING. CONTAINING 3.00 acres of land in all. Description prepared in accordance with draft of survey by T. Bryce James, R.S., dated June 10, 1968.

See Schedule "A"

which has the address of R.D. #9, Box 85, Bloomsburg,

[Size of Size o

TOOETHER WITH all the improvements now or bereafter erected on the property, and all easements, rights, appartenances, tents, topalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWIER COVENANTS that Bottower is lawfully seised of the estate bereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is upencumbered, except for encumbrances of record. Bottower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PENNSYLVANIA—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT 800F 382 FAST 997Form 3039 12/83 DANKERS SYSTEMS, INC., ST. CLOUD, MN 36302 FORM MD-1-PA 8/84

SCHEDULE "A"

1

IT BEING THE SAME PREMISES which Gary Sheatler and Christine J. Sheatler, his wife, by their Deed dated even date herewith but executed and delivered prior hereto and intending to be forthwith recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Gary Sheatler and Christine J. Sheatler, his wife, Mortgagors herein.

839r 382 May 998

....

ADJUSTABLE RATE LOAN AIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE, IN-CREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS,

This Rider is made this .5th day of February 19.87 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
Community National Bank, 10 South Market Street, Shamokin, Penna.
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at R.D. #9, Box 85, Bloomsburg, Columbia County, Pennsylvania Property Address
Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. INTEREST RATE AND MONTHLY PAYMENT CHANGES The Note has an "Initial Interest Rate" of 9, 25, %. The Note interest rate may be increased or decreased on the 5th, day of the month beginning on . Federaty, 5, , 19,88 and on that day of the month every
.12 months thereafter. Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the:
Check one box to indicate Index.] (1)
(4)
(Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.] (1)
creases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.
B. LOAN CHARGES It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. C. PRIOR LIENS
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument. D. TRANSFER OF THE PROPERTY
If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (I) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.
By signing this, Borrower agrees to all of the above. (Seal) Gary Steatler Borrower
Christine J. Sheatler (Seal) Christine J. Sheatler —Borrower
may the
900 382 mar 999

* If more than one box is checked or if no hox is checked, and Lender and florrower do not otherwise asker in writing, the first Index named will apply, NEW JERSEY AND PENNSYLVANIA -BIBL-FIREMO UNIFORM INSTRUMENT

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Botrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or rola written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly raxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the hasis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured by guaranteed by a federal or stare agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all suns secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lieo which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) corrests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the fien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance, Bortower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, bazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Bortower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, But rower shall promptly give to Lender all receipts of paid premions and renewal notices. 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 Burrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property: Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting

payment

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, 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 Security Instrument, whether or not then due, with any excess paid to Burrower. In the event of a partial raking of the Property, unless Burrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secored by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proteedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signets. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan tharge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be reduced to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is said or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any temedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) tures any default of any other convenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall temain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's 19. Acceleration; Remedies, Lender shall give notice to norrower prior to acceleration inflowing norrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things; (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender in person, by agent or by judicially appointed receiver) shall be enritled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

Instrument

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument

23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

24. Interest Rate After Judgment, Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security

Instrument, [Check applicable box(es).]	C. C. I. I. I. Piles	2-4 Family Rider
™⊠ Adjustable Rate Rider ☐ Graduated Payment Rider ☐ Other(s) [specify]	☐ Condominium Rider ☐ Planned Unit Development Rider	·
Instrument and in any rider(s) executed by WITNESSES	Jary Sheat 1 Chuoting Christine J	Peret (Seat) er -Borrower 0 + Shartler (Seat)
	[Space Balow This Line For Acknowledgment] —	
COMMONWEALTH OF PENNSYLVAN	NIA, MONTOUR	, County ss:
On this, the5th day of the undersigned of Christine. J. Sheatler, .! proven) to be the person S., whose name acknowledged that they	February 19.87. be officer, personally appeared Gary. S nis wife,	known to me (or satisfactorily bscribed to the within instrument and
IN WITNESS WHEREOF, I hereun O O My Commission Expires DONNA B. WYDRA Notay Public Denvillo, Mechicol 205 Pp. CIM Commission Expires August 13, 1989	Notary Public	Wydro-
CO MA CHILLIA		

This Indenture,

MYRON M. DIEHL, SR. and BETTY E. DIEHL, his wife, both of the Township of Madison, County of Columbia and Commonwealth of Pennsylvania, Mortgagees, Parties-----

WHEREAS, the said Parties of the First Part,----

THIS LOAN IS PAYABLE IN FULL AT THE END OF FIVE (5) YEARS OR ON DEMAND (AT MATURITY OR IF THE MORTGAGES DEMAND PAYMENT). YOU MUST REFAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE MORTGAGES ARE UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH MAY BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS LOAN.

It is expressly agreed between the parties that if title to the premises be transferred by Deed or the premises be sold under an Article of Agreement, whether, the Article of Agreement be recorded in such county office for said purpose or not without the prior written consent of the Mortgagees, then and in such case the whole See Schedule "A"

together with the premiums of insurance, taxes, ground rents, water rents, municipal assessments and charges from time to time assessed against or upon the hereinafter described mortgoged premises, without any fraud or further delay, as in and by the said recited obligation and the condition thereof relation to the same being had, may more fully and at large appear, and in case of default in payment, as aforesaid, shall also pay all costs, fees and expenses of collecting the same including an attorney's commission of five per centum.

specie, well and truly paid to the said part 105- of the first part, by the said part 105--- of the second part, at and before the ensealing and delivery hereof, the receipt of which one dollar is hereby acknowledged. have----granted, bargained, sold, released and confirmed, and by these presents --do---- grant, bargain, sell, release and confirm unto the said part 105--- of the second part, -----their---- heirs and assigns.

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in the Township of Madison, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the westerly right-of-way line of Pennsylvania State Highway Legislative Route No. 609, leading from Buckhorn to Jerseytown, said pin also being on the southerly right-of-way of Township Route No. 386; thence along the westerly right-of-way of Pennsylvania State Highway Legislative Route No. 609, South 7 degrees 55 minutes East 338.54 feet to an iron pin and lands of Elmira Zeisloft, Grantor herein; thence along lands of said Zeisloft North 51 degrees 44 minutes West 652.44 feet to an iron pin and lands of L. Lee and Ruth G. Whitenight; thence along lands of said Whitenight North 22 degrees 49 minutes East 182.00 feet to an iron pin on the southerly right-of-way of Township Route No. 386; thence along the southerly right-of-way of said Township Road North 63 degrees 30 minutes East 65.18 feet to an iron pin; thence along same South 51 degrees 44 minutes East 428.86 feet to the place of BEGINNING. CONTAINING 3.00 acres of land in all. Description prepared in accordance with draft of survey by T. Bryce James, R.S., dated June 10, 1968.

IT BEING THE SAME PREMISES which Gary Sheatler and Christine J. Sheatler, his wife, by their Deed dated even date herewith but executed and delivered prior hereto and intending to be forthwith recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Gary Sheatler and Christine J. Sheatler, his wife, Mortgagors herein.

Schedule "A"

unpaid principal debt plus interest and accumulated charges, if any, shall at the option of the Mortgagees become due and payable.

Provided further, however, if all or any part of the real estate covered by this Mortgage, or any interest therein is sold or transferred by the Mortgagers without the prior written consent of the Mortgages, exluding the creation of a lien subordinate by this Mortgage, a transfer by devise, descent or by operation of law upon the death of a joint owner, or a leasehold of three years or less not containing an option to purchase, Mortgagess may at its option, declare all sums secured by this Mortgage to be immediately due and payable. Mortgagees may agree in writing with a transferred that its credit is satisfactory and establish an agreed rate of interest in which even an assumption agreement shall be executed and recorded. In the event that Mortgagees elects to acccelerate, it shall give thirty (30) days written notice of such acceleration to Mortgagors and if payment in full is not then made, they shall be entitled to proceed with the enforcement of any and all rights granted to it in the event of a default.

Mortgagees or their assignee may collect a late charge of five (5%) per cent of every payment of principal and interest more than fifteen (15) days in arrears. The minimum late charge will be one (\$1.00) Dollar to cover the expenses involved in handling such delinquent payments. Said late charge will be added to and become part of the unpaid principal amount of this obligation and shall be collectible in the same manner.

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AND it is further understood and agreed that the said parties --- of the first part, their heirs and assigns, will pay all taxes, municipal assessments and charges from time to time assessed against or upon said mortgaged premises forthwith when the same become due and payable, and will keep the buildings erected upon the said premises insured in some good and reliable fire insurance company or companies licensed to transact business in the Communwealth of Pennsylvania, in the amount of at least Eleven Thousand Six Hundred (\$11,600.00)------ Dollars, and shall take no insurance upon said buildings not marked for the benefit of the Mortgagee, and the policy or policies, with a proper mortgagee or loss payable clause attached, shall be delivered to and held by the said part ies of the second part, their --- executor's administrators or assigns, as collateral security for the payment of moneys secured hereby, and in case said parties --- of the first part, their heirs or assigns, shall neglect to procure such insurance, or shall neglect to pay said taxes, municipal assessments and charges forthwith when the same become due and payable, the said part ies -- of the second part, their executor's administrators or assigns, may take out such policy or policies in their own name s, and may pay such taxes. municipal assessments and charges, and the premium or premiums paid therefor, and the sum or sums paid for such taxes, municipal assessments and charges as aforesaid, shall bear interest from time of payment, and be added to and collected as part of the said principal sum and in the same manner.

And it is further agreed and understood, that in case default be made at any time in the payment of the principal debt or any installment of principal debt or interest, or any part thereof, or of any taxes, municipal assessments, charges or premiums of insurance aforesaid, for forty-five---days after the same falls due as aforesaid, the whole of the said debt and interest and additions thereto as aforesaid shall, at the option of the said part iese so the second part, their executors, administrators or assigns, become due and payable forthwith; and thereupon an action of mortgage foreclosure as now provided by Pennsylvania Procedural Rules 1141 to 1148, both inclusive, or other appropriate proceedings, now or hereafter prescribed by law, may forthwith be commenced and prosecuted to judgment, execution and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all premiums of insurance, and all taxes, municipal assessments and charges, and all fees, costs and expenses of such proceedings, including attorney's commission of five per cent. of the principal sum. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment which may be given by any Act or Acts of Assembly now in force, or which may be enacted hereafter, are hereby forever waived and released.

PROVIDED ALWAYS, NEVERTHELESS that if the said Parties of the First Part,

heirs, executor's, administrators or assigns, do and shall well and truly pay, or cause to be paid unto the said part ies-of the second part, --their--- executor's, administrators or assigns, the aforesaid debt or sum of

on the day S---and time S--hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same, and the premiums of insurance aforesaid, taxes, municipal assessments and charges, in like money, in the way and manner hereinbefore specified therefore, without any fraud or further delay and without any deduction, defalcation or obstement to be made, for or in respect of any taxes, charges or assessments whatsoever, that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

IN WITNESS WHEREOF, the said part 10s---of the first part ---have---- hereunto set their--hands and seals, the day and year first phove written.

to the Present	Gary Cheatler State Stat
Donald Wydra	SEAL SEAL

of the within named Mortgagee is R.D. #9, Bloomsburg, PA 17815.

February 5,

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Attorney for ___Mortgagees

	On thi a Notar the undersig his wif known to me instrument, a	y PUD110, ned officer, per e , (or satisfacto and acknowledg	-5th risonally appeared rily proven) to be sed thatthe	the person s whose no executed same for and and official seat. Notat DONNIA B. W. Danville, I. My Commission is	February	
	County of	ıt.		} ss.		
	On this,		onally appeared	day of	, 19 , before me,	
143	Six 000. PA. FEE 13 The mittee 10 23 Mil 187 W.	id acknowledge	d that	the person whose executed same and official seal.	name subscribed to the within for the purposes therein contained. SEAL Title of Officer.	
	Murtgage fee 10	GARY SHEATLER and CHRISTINE J. SHEATLER, his wife,	~ ~		RICHARD C. BRITTAIN Attorney at Law 319 Mill Street Danville, Penna.	
	COMMONWEA County of <u>(</u>		10:23am	} \$33.		
					day ofFeb	
	•				of said County, in Managage Book	
		V			of the said office, the date above written.	

WRIT OF EX CUTION—(MORTGAGE :)RECLOSURE)

P.R.C.P. 3180 to	3183 and Rule 3251
COMMUNITY NATIONAL BANK), Plaintiff VS GARY SHEATLER and CHRISTINE J. SHEATLER, his wife, Defendants COMMONWEALTH OF PENNSYLVANIA: COUNTY OF NORTHUMBERLAND: TO THE SHERIFF OF MERKENMENTALES See Exhibit "A" Attached.	in the above matter you are directed to levy upon and
	THE WITHIN WRIT IS HEREBY REISSUED THIS 25 DAY OF July A. D. 19.89 TAMO B. KLINE, PROTHONOTARY Per Sorothy Long, Separty
Amount Due Interest from March 31, 1989 Atty's commission Total	\$ 47,355.45 47,355.45 \$; Plus costs as endorsed hereon.
Dated July 25, 1989 (SEAL)	Jami B. Kline Prothonotary By: Alorothy Long Deputy

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in the Township of Madison, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the westerly right-of-way line of Pennsylvania State Highway Legislative Route No. 609, leading from Buckhorn to Jerseytown, said pin also being on the southerly right-of-way of Township Route No. 386; thence along the westerly right-of-way of Pennsylvania State Highway Legislative Route No. 609, South 7 degrees 55 minutes East 338.54 feet to an iron pin and lands of Elmira Zeisloft, Grantor herein; thence along lands of said Zeisloft North 51 degrees 44 minutes West 652.44 feet to an iron pin and lands of L. Lee and Ruth G. Whitenight; thence along lands of said Whitenight North 22 degrees 49 minutes East 182.00 feet to an iron pin on the southerly right-of-way of Township Route No. 386; thence along the southerly right-of-way of said Township Road North 63 degrees 30 minutes East 65.18 feet to an iron pin; thence along same South 51 degrees 44 minutes East 428.86 feet to the place of BEGINNING. CONTAINING 3.00 acres of land in all.

Description prepared in accordance with draft of survey by T. Bryce James, R.S., dated June 10, 1968.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH CIVIL ACTION - LAW

GUARANTY BANK, N.A. (formerly : NO. EX 25-1989

COMMUNITY NATIONAL BANK),

v.

Plaintiff: NO. CV 103-1989

:

MORTGAGE FORECLOSURE

GARY SHEATLER and CHRISTINE
J. SHEATLER, his wife,

Defendants

NOTICE OF SALE OF REAL ESTATE PURSUANT TO Pa.R.C.P. 3129(b)(2)

TO: GARY SHEATLER

R.D. #9, Box 85

Bloomsburg, Pennsylvania 17815

CHRISTINE J. SHEATLER

R.D. #9, Box 85

Bloomsburg, Pennsylvania 17815

MYRON M. DIEHL, SR.

R.D. #9

Bloomsburg, Pennsylvania 17815

BETTY E. DIEHL

R.D. #9

Bloomsburg, Pennsylvania 17815

BENEFICIAL CONSUMER DISCOUNT

1125 North Fourth Street Sunbury, Pennsylvania 17801

INTERNAL REVENUE SERVICE

Attn: Carlo Gonnella

Post Office Box 12051

Philadelphia, PA 19105

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on Septime 1989, at 1030 o'clock, M., local time, the real estate described in Exhibit "A" attached hereto and made a part hereof.

The Writ of Execution has issued on a judgment in the above action in the amount of \$47,355.45, plus interest and costs of suit.

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH CIVIL ACTION - LAW

GUARANTY BANK, N.A. (formerly : NO.

: NO. EX 25-1989

COMMUNITY NATIONAL BANK),

Plaintiff : NO. CV 103-1989

:

 \mathbf{v} .

MORTGAGE FORECLOSURE

GARY SHEATLER and CHRISTINE J. SHEATLER, his wife,

Defendants

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty Bank, N.A., Plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at R.D. #9, Box 85, Bloomsburg (Madison Township), Columbia County, Pennsylvania, which real property is described on Exhibit "A" attached hereto and made a part hereof:

1. Name and address of Owners or Reputed Owners:

Name:

Address:

Gary Sheatler and

R.D. #9, Box 85

Christine J. Sheatler

Bloomsburg, PA 17815

2. Name and address of Defendants in the judgment:

Name:

Address:

Gary Sheatler and

R.D. #9, Box 85

Christine J. Sheatler

Bloomsburg, PA 17815

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

Name:

Address:

Internal Revenue Service Attn: Carlo Gonnella

Post Office Box 12051 Philadelphia, PA 19105

IN THE COURT OF COMMON PLEAS OF THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH CIVIL ACTION - LAW

GUARANTY BANK, N.A. (formerly : NO. EX 25-1989

COMMUNITY NATIONAL BANK),

Plaintiff

: NO. CV 103-1989

v.

MORTGAGE FORECLOSURE

GARY SHEATLER and CHRISTINE

J. SHEATLER, his wife,

Defendants :

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all real property of the Defendants located at R.D. #9, Box 85, Bloomsburg (Madison Township), Columbia County, Pennsylvania. You are hereby released from all responsibility in not placing watch men or insurance on the real property levied upon by virtue of the writ.

LEAVENS & ROBERTS

LIEN CERTIFICATE

DATE8/	1/89			
are as	follows:	that according to dax Claim Bureau against Bureau a		
Owner or Rep	outed Owner:	Sheatler, Gary &	Christine (Ow	<u>ner since 2/87-9</u> /83)
Former Owner	c: <u>Dleh</u>	<u>l, Myron M. Sr. & Be</u>	etty E,	
Parcel No.	21	-14-14-2		
Description	2 Ac.			
	#1#S\$ [\$\$*157	TAX DISTRICT	SCHOOL	TOTAL
YEAR	COUNTY		922.98	1091.64
1988	141,56	27,10	853.85	1023.40
1987	140,27	29.28	TCB FÉE	90.00
			ICB FEE	15.00
			TOTAL	2220.04
The ab	ove figures	tepresent the amoun October	its due during 19 <u>89</u>	the month
	y: <u>John Ad</u>	ller, Sherlff	A	
Fee: \$5.00				
1		COLUMB	TA COUNTY TAX	CLAIM BUREAU
· .	No. of the second	΄ ξ) Long	
		Direct	or (
V.) - 	Ţ,	
56.	E 1875			
5 height sele.				

LIST OF LIENS

VERSUS

	No 684 of
***************************************	Real Debt \$ 975 89
***************************************	Interest from
versus	Commission
	Costs
Gary & Christine Sheatler	Judgment enteredJuly .10, .1989
	Date of Lien
······································	Nature of Lien . Federal Tax Lien
Cuananty Dank N. A	400
Guaranty Bank, N.A.	No103 of
	Real Debt \$ 47,355,45
versus	Commission
}	Costs
Gary & Christine Sheatler	Judgment entered March 31, 1989
	Date of Lien
	Nature of Lien Default Judgment
······	No of Term, 19
	Real Debt
versus	Interest from
Yez sus	Costs
	Judgment entered
	Date of Lien
	Nature of Lien
	V
	No of
Ì	Real Debt
	Interest from
versus	Commission
	Costs
	Judgment entered Date of Lien
	Nature of Lien
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······	No of Term, 19
ļ	Real Debt
	Interest from
versus	Commission
1	Costs
l	Judgment entered
•••••••••••••••••••••••••••••••••••••••	Judgment entered Date of Lien

BY VIRTUE OF A WRIT OF EXECUTION NO. 25 OF 1989, NO. 103 OF 1989 J.D., ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY ON:

Tuesday, September 19, 1989 at 11:30 A.M.

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

ALL THAT CERTAIN PIECE, PARCEL AND TRACT OF LAND situate in the Township of Madison, County of Columbia and State of Pennsylvania, bounded and described more fully as follows:

BEGINNING at an iron pin on the westerly right-of-way line of Pennsylvania State Highway Legislative Route No. 609, leading from Buckhorn to Jerseytown, said pin also being on the southerly right-of-way of Township Route No. 386; thence along the westerly right-of-way of Pennsylvania State Highway Legislative Route No. 609, South 7 degrees 55 minutes East 338.54 feet to an iron pin and lands of Elmira Zeisloft, Grantor herein; thence along lands of said Zeisloft North 51 degrees 44 minutes West 652.44 feet to an iron pin and lands of L. Lee and Ruth G. Whitenight; thence along lands of said Whitenight North 22 degrees 49 minutes East 182.00 feet to an iron pin on the southerly right-of-way of Township Route No. 386, thence along the southerly right-of-way of said Township Road North 63 degrees 30 minutes East 65.18 feet to an iron pin; thence along same South 51 degrees 44 minutes East 428.86 feet to the place of BEGINNING. CONTAINING 3.00 acres of land in all. Description prepared in accordance with draft of survey by T. Bryce James, R.S., dated June 10, 1968.

No. 103 of 1989 J.D..

SEIZED AND TAKEN into execution and to be sold as the property of GARY SHEATLER AND CHRISTINE J. SHEATLER, his wife, under a judgment entered against him in the Court of Common Pleas of Columbia County.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

Leavens & Roberts, Attorney for Plaintiff TO BE SOLD BY:

Mark. 4 Volus

SHERIFF'S SALE

Assessed Vilas 4850

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