

SHERIFF'S SALE

Distribution Sheet

COLUMBIA COUNTY FARMERS NATIONAL vs. ANDREW P. RUTHERFORD

NO. BANK 935 of 1990 JD
 NO. 1 of 1991 ED

DATE OF SALE: MARCH 14, 1991 10:00 A.M.

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) March 14, 1991 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Columbia County Farmers National Bank for the price or sum of Two Thousand, Nine Hundred, Three, Ninety-nine Dollars. \$2,903.99 being the

highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$ <u>2,903.99</u>	
Poundage	<u>58.08</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>2,962.07</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>2,462.07</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>251.10</u>	
Poundage	<u>58.08</u>	\$ <u>309.18</u>
Newspaper		<u>198.56</u>
Printing		
Solicitor		<u>50.00</u>
Columbia County Prothonotary		
Columbia County Recorder of Deeds - Deed copy work		<u>33.50</u>
Realty transfer taxes		
State stamps		
Tax Collector (Locust Township)		<u>248.26</u>
Columbia County Tax Assessment Office		<u>2,087.57</u>
State Treasurer		<u>30.00</u>
Other: Tax Claim		<u>5.00</u>

TOTAL EXPENSES: \$ 2,903.99

Total Needed to Purchase	\$ <u>2,962.07</u>
Less Expenses	
Net to First Lien Holder	
Less Plus Deposit	<u>2,462.07</u>
Total to First Lien Holder	\$ _____

Sheriff's Office, Bloomsburg, Pa. }

So answers

HARRY A. ROADARMEL

Sheriff

SHERIFF'S SALE - COSTS SHEET

COLUMBIA COUNTY FARMERS NATIONAL vs. ANDREW P. RUTHERFORD

BANK

NO. 1 of 1991 E.D. NO. 935 of 1990 J.D. DATE OF SALE March 14, 1991
10:00 A.M.

DOCKET & LEVY	\$ 14.00
SERVICE	95.00
MAILING	21.10
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.60
MILEAGE	12.00
CRYING/ADJOURN OF SALE	7.00
SHERIFF'S DEED	10.00
DISTRIBUTION	1.00
OTHER COPIES 20 AT \$3.00	60.00

TOTAL \$ 251.10

PRESS-ENTERPRISE, INC.	\$ 198.56
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL \$ 248.56

PROTHONOTARY:	LIENS LIST	\$
	DEED NOTARIZATION	X
	OTHER	

TOTAL \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	13.50
	OTHER	

TOTAL \$ 33.50

REAL ESTATE TAXES:		
BOROUGH/TWP. & COUNTY TAXES, 1991	\$ 248.26	
SCHOOL TAXES, DISTRICT		
DELINQUENT TAXES, 1989, 1990, 1991, 1992	2,087.57	

TOTAL \$ 2,335.83

MUNICIPAL RENTS:		
SEWER - MUNICIPALITY	X	19
WATER - MUNICIPALITY	X	19

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 30.00

MISCELLANEOUS: TAX CLAIM	\$ 5.00
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TOTAL \$

TOTAL COSTS \$ 2,903.99

Poundage 58.08

2,962.07
500.00
2,462.07



Columbia County
Fairbanks National Bank
Fairbanks, Alaska 99701

EXPENSE ACCOUNT

012291

80-1087113

DATE
9-14-91

AMOUNT
2468.07

Columbia County Sheriff

Two Thousand Four Hundred Sixty Two ⁰⁷/₁₀₀

[Signature]

012291 0313147651 10 1150 0040 HEE

**SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET**

COLUMBIA COUNTY FARMERS NATIONAL VS ANDREW P. RUTHERFORD
BANK

NO. 1 of 1991 E.D. NO. 935 of 1990 J.D.

DATE OF SALE: March 14, 1991 10:00 A.M.

BID PRICE (INCLUDES COSTS)

\$ 2,903.99

POUNDAGE 2% BID PRICE

\$ 58.08

TRANSFER TAX 2% BID PRICE

\$ _____

MISC. COSTS

\$ _____

TOTAL NEEDED TO PURCHASE

\$ 2,962.07

PURCHASER(S) : COLUMBIA COUNTY FARMERS NATIONAL BANK

ADDRESS : 221 E ST CLEVELAND OHIO 44115

NAME(S) ON DEED: SAME UNLESS OTHER W/ MINOR

PURCHASER(S) SIGNATURE(S) : Paul E. Reibart

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 2,962.07

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$ _____

AMOUNT DUE IN
EIGHT DAYS \$ 2,462.07

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

March 26, 1991


Mr. Bruce "Tim" Bitner
Tax Collector Locust Township
RD#3 Box 161 D
Catawissa, Pa. 17820

Dear Sir:

Enclosed is CK#2513 in the amount of \$248.26, which represents payment for the owed 1991 Tax's. This payment is the results of the Sheriff's Sale on the property of Andrew Rutherford in Slabtown.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

March 26, 1991

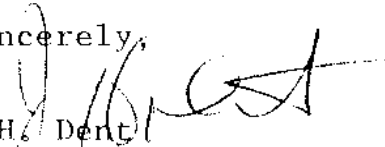
Press Enterprise
P.O.Box 745
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#2511 in the amount of \$198.56, which represents payment for the advertising of the Sheriff's Sale No. 1 of 1991 E.D., CCFB Vs Andrew Rutherford.

If you have any questions, please contact us.

Sincerely,


J. H. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

110000
(717) 784 1991

24 HOUR PHONE
(717) 784 6300

March 26, 1991

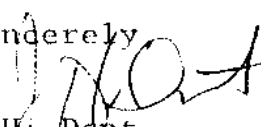
Mr. Michael Ireys, Solicitor
38 W. 3rd St.,
Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#2516 in the amount of \$50.00, which represents
payment for the Sheriff's Sale No. 1 of 1991 E.D., CCFB vs Rutherford.

If you have any questions, please contact us.

Sincerely,


J. H. Dent
Deputy Sheriff



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Harry A. Roadarmel Sheriff Telephone Number: Area Code (717) 784-1991
Street Address: P.O. Box 380 Court House, Bloomsburg, Pennsylvania 17815 City: Bloomsburg State: PA Zip Code: 17815

B TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) <u>Harry A. Roadarmel Sheriff</u> Street Address: <u>P.O. Box 380 Court House</u> City: <u>Bloomsburg</u> State: <u>PA</u> Zip Code: <u>17815</u>	Grantee(s)/Lessee(s) <u>Columbia County Farmers National Bank</u> Street Address: <u>232 East Street</u> City: <u>Bloomsburg</u> State: <u>PA</u> Zip Code: <u>17815</u>
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C PROPERTY LOCATION

Street Address: Slabtown County: Columbia School District: Southern City, Township, Borough: Locust Township Tax Parcel Number: 20-04A-23-1

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration <u>+</u>	3. Total Consideration <u>=</u>
4. County Assessed Value <u>\$5390</u>	5. Common Level Ratio Factor <u>x 14.08</u>	6. Fair Market Value <u>= \$75,891.20</u>

E EXEMPTION DATA

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Interest Conveyed <u>100%</u>
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2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent: _____) (Estate File Number: _____)
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- ☐ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☒ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number 428, Page Number 652
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>Harry A. Roadarmel</u> <i>Harry A. Roadarmel</i>	Date <u>3/26/91</u>
--	------------------------

(SEE REVERSE)

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 1 OF 1991 E.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

THURSDAY MARCH 14, 1991

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOTS, PIECES, OR PARCELS OF LAND:

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin:

THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83 degrees east, 188 feet to a post:

THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin in the center line of the public road leading to Mill Grove:

THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

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

SEIZED AND TAKEN into execution at the suit of COLUMBIA COUNTY FARMERS NATIONAL BANK, against ANDREW P. RUTHERFORD, and will be sold by:

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

ALVIN J. LUSCHAS, Esquire

LIEN CERTIFICATE

DATE 1/21/91

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1989, in Locust Township are as follows:

Owner or Reputed Owner: Rutherford, Andrew (9-88)
 Former Owner: Sircovics, Della/ Kasmer, Ann Marie
 Parcel No. 20-04A-23-1
 Description 95X165 Av.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989	176.45	117.63	745.04	1039.12
			TCB FEE	17.00
			TOTAL	1,056.12

The above figures represent the amounts due during the month of April 1991

Requested by: Harry A. Raodarmel, Jr.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long
 Director

1990 Real Estate Taxes will be returned with penalty, interest, etc. eff. 2/1/91. Call for payoff after this date.

Sherry Sale
 3-14-91

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

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

3. Article Addressed to:
Thomas C. Zerbe Jr.
Deputy Attorney General
Collections Unit
Fourth and Walnut St.,
Harrisburg, Pa. 17120

4. Article Number
P 279 613 059

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X *William K. Karmel*

6. Signature — Agent
X

7. Date of Delivery
JAN 24 1991

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

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

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

3. Article Addressed to:
IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures
Function

4. Article Number
P 279 613 061

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X

6. Signature — Agent
J.C. Fontana

7. Date of Delivery
JAN 24 1991

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

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

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

3. Article Addressed to:
Mr. Andrew P. Rutherford
66 Line Rd.,
Holmdel, New Jersey 07733

4. Article Number
P 290 904 519

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X *Andrew P. Rutherford*

6. Signature — Agent
X

7. Date of Delivery
JAN 24 1991

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

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

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

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

3. Article Addressed to:
Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, Pa. 17105

4. Article Number
P 279 613 060

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X

6. Signature — Agent
X

7. Date of Delivery
JAN 24 1991

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

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

3. Article Addressed to:
Office of F.A.I.R.
Department of Public Welfare
P.O. Box 8016
Harrisburg, Pa. 17105

4. Article Number
P 290 904 548

Type of Service:
☐ Registered
☒ Certified
☐ Express Mail
☐ Insured
☐ COD
☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

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

5. Signature — Addressee
X *Donald P. Brown*

6. Signature — Agent
X

7. Date of Delivery
JAN 24 1991

PS Form 3811, Apr. 1989 *U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

the date of delivery. For additional fees, the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

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

3. Article Addressed to: First National Bank of Berwick 111 West Front Street Berwick, Pa. 18603		4. Article Number P 290 904 520
5. Signature — Addressee X		Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise
6. Signature — Agent X		8. Addressee's Address (ONLY if requested and fee paid)
7. Date of Delivery JAN 23 1991		Always obtain signature of addressee or agent and DATE DELIVERED.

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

3. Article Addressed to: Small Business Administration 20 N. Pennsylvania Ave., Room 2327 Wilkes-Barre, Pa. 18701		4. Article Number P 290 904 547
5. Signature — Addressee X		Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise
6. Signature — Agent X		8. Addressee's Address (ONLY if requested and fee paid)
7. Date of Delivery JAN 23 1991		Always obtain signature of addressee or agent and DATE DELIVERED.

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

3. Article Addressed to: Press Enterprise P.O. Box 745 Bloomsburg, Pa. 17815		4. Article Number P 290 904 549
5. Signature — Addressee X		Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise
6. Signature — Agent X		8. Addressee's Address (ONLY if requested and fee paid)
7. Date of Delivery JAN 23 1991		Always obtain signature of addressee or agent and DATE DELIVERED.

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

3. Article Addressed to: Mr. Tim Bitner Box 1610 RD#3 Catawissa, Pa. 17820		4. Article Number P 290 904 550
5. Signature — Addressee X		Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Return Receipt for Merchandise
6. Signature — Agent X		8. Addressee's Address (ONLY if requested and fee paid)
7. Date of Delivery JAN 23 1991		Always obtain signature of addressee or agent and DATE DELIVERED.

PS Form 3811, Apr. 1989 * U.S.G.P.O. 1989-238-815 DOMESTIC RETURN RECEIPT

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

February 11, 1991

Mr. Alvin J. Luschas, Esquire
238 Market St.,
P.O. Box 539
Bloomsburg, Pa. 17815

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

VS. 1 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Monday February 11, 1991 POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Andrew P. Rutherford
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent.

Note: A copy of the Sale Bill was also
posted within the Sheriff's Office
and Lobby of the Court House.

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 11th

DAY OF February 1991

Dorothy Long, Deputy

TAMI B. KEINE, PROTHONOTARY OF
COLUMBIA COUNTY

PROTH. & CLK. OF SEV. COURTS

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



COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

January 28, 1991

ERNEST D. PREATE, Jr.
ATTORNEY GENERAL

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

Harry A. Roadarmel, Jr., Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

Dear Sheriff Roadarmel:

A review of the records of the Financial Enforcement Section, Office of Attorney General, reveals no open claims against Carl A. Shaner, Helen S. Shaner, Andrew P. Rutherford, Columbia House, Inc., Warren L. Baughman, Jr., Doris Baughman, Mark D. Frey and Kathy A. Frey.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read 'Tom Zerbe'.

Thomas C. Zerbe, Jr.
Deputy Attorney General
Financial Enforcement Section

TCZ/kf

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

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

NO.

WRIT OF EXECUTION

SERVICE ON Andrew P. Rutherford

ON January 1991 AT _____, A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON _____
Andrew P. Rutherford, AT 66 Line Rd., Holmdel, New Jersey 07733

BY DEPUTY SHERIFF J.H. Dent

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

Certified Mail

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME
THIS 28th

DAY OF January 19 91

Tami B. Kline
TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

Elizabeth W. Brewer

SHERIFF

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 1 OF 1991 E.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

THURSDAY MARCH 14, 1991

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOTS, PIECES, OR PARCELS OF LAND:

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin:

THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83 degrees east, 188 feet to a post:

THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin in the center line of the public road leading to Mill Grove:

THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

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

SEIZED AND TAKEN into execution at the suit of COLUMBIA COUNTY FARMERS NATIONAL BANK, against ANDREW P. RUTHERFORD, and will be sold by:

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

ALVIN J. LUSCHAS, Esquire

MORTGAGE

THIS MORTGAGE, dated May 1, 1989 is between you, Andrew P. Rutherford

residing at R. D. #1, Box 60, Catawissa, Penna.

the person or persons signing as "Mortgagor" below, and us,

First National Bank of Berwick

, the "Mortgagee."

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at: R. D. #1, Box 60, Catawissa,

Catawissa Columbia Forest Top
City/Municipality County Pennsylvania Block No. Lot No. (the "Premises").

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the Columbia County Office for the Recording of Deeds, in Deed Book 416, on Page(s) 920, 921, 922, 923 or, ☐ if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises.

LOAN: The mortgage will secure our loan to The First National Bank of Berwick

(whether one or more persons called the "Borrower"), in the principal amount of \$ 10,000.00, plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated the same date as this mortgage. This mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this mortgage, before you. It must also provide that we be given not less than 10 days' prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this mortgage. In addition, your failure to perform your obligations in this mortgage or under any other mortgage on the Premises is a default under this mortgage. If any default occurs, we can foreclose upon this mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this mortgage, in any order that we choose.

WAIVERS: If we declare a default under this mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this mortgage will be binding on you and all future owners and tenants of the Premises. This mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this mortgage without losing them. Any waiver by us of any provision of this mortgage will not be a waiver of that or any other provision on any other occasion.

Andrew P. Rutherford (SEAL) Mortgagee

(SEAL) Mortgagee

(SEAL) Mortgagee

DESCRIPTION OF PREMISES
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

THIS MORTGAGE shall be UNDER AND SUBJECT to the general provisions, covenants, conditions and obligations contained in a stipulation of general mortgage provisions which are incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania in Mortgage book 64, page 11.

Rec in Columbia Co
Rec Bk 428 pg 652
May 10, 1989 9:55am

REC'D BY RECORDER
COLUMBIA CO. PA
TAX 50.00
May 10 9 55 AM '89
243

Beverly J. Michael

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Columbia :

BE IT REMEMBERED, that on this 1 day of May, 1989, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Andrew P. Rutherford who I am satisfied is the person(s) named in and who executed the within mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the said mortgage act and deed, for the uses and purposes expressed in the mortgage.

Richard Lee Holloway, Notary Public
Berwick Borough, Columbia County
My Commission Expires Oct. 31, 1992

Richard Lee Holloway
Notary Public of Pennsylvania

I certify that the within mortgage is a true and correct copy of the original as the same appears in my records.
The First National Bank of Berwick, resides at
111 West Front St. Berwick Columbia 17603
Street City/Municipality County Zip Code

Signature *Frank A. Craig*
Agent on behalf of Mortgagee

RECONSUMER FORM PA 109-REV 1/87

Recorder - Please return to:

The First National Bank of Berwick
Mortgage

Andrew P. Rutherford
Insert Name(s) of Mortgagee(s)
TO

BOOK 428 PAGE 653

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE
FROM

1:42pm
Sept. 22, 1988
Rec in Columbia Co
Rec Bk 416 pg 924

Stevily J Michael
Re

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 22,
1988. The mortgagor is ANDREW P. RUTHERFORD,
("Borrower"). This Security Instrument is given to COLUMBIA COUNTY
FARMERS NATIONAL BANK, which is organized and existing
under the laws of the United States of America, and whose address is
COLUMBIA COUNTY FARMERS NATIONAL BANK, Orangeville, Pennsylvania 17859 ("Lender").
Borrower owes Lender the principal sum of SIXTY-EIGHT THOUSAND
00 Dollars (U.S. \$ 68,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on September 22, 2003. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Locust Township, Columbia County, Pennsylvania:
ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County,
Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State
Highway leading from Catawissa to Newlin with the center line of the public road leading
to Mill Grove, and running
THENCE by the center line of said State Highway, north 22 degrees 30 minutes west, 110
feet 8 inches to an iron pin;
THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83
degrees east, 188 feet to a post;
THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin
in the center line of the public road leading to Mill Grove;
THENCE by the center line of said public road, south 81 degrees 30 minutes west,
164 feet to the iron pin at the point of intersection of the State Highway leading from
Catawissa to Newlin, the place of beginning.

BEING the same premises which Ann Marie Kasmer granted and conveyed to Andrew P.
Rutherford, by deed bearing even date herewith and about to be herewith recorded.

which has the address of R.D.#1, Catawissa,
[Street] [City]
Pennsylvania 17820 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, 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."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower 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.

833 416 924

JUSTABLE RATE LOAN RIL 3

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

This Rider is made this 22nd day of September, 1988, 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

COLUMBIA COUNTY FARMERS NATIONAL BANK, Orangeville, Pennsylvania 17859
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at RD 1, Box 60, Catawissa, Pa. 17820
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 10.5%. The Note interest rate may be increased or decreased on the 22nd day of the month beginning on September 22, 1991, and on that day of the month every 36 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) ☐ "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) ☒ Average monthly yield on the United States Treasury Securities adjusted to a constant maturity of three years.

[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) ☐ There is no maximum limit on changes in the interest rate at any Change Date.

(2) ☒ The interest rate cannot be changed by more than 2.00 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES and 5 percentage points over term of loan.

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 exceed 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.

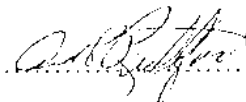
C. PRIOR LIENS

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 (1) 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)
--Borrower

(Seal)
--Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.
NEW JERSEY AND PENNSYLVANIA —BIBI—FIMC UNIFORM INSTRUMENT

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower 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 to a 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 taxes 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 basis 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 or guaranteed by a federal or state 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 sums 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 1 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 lien 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) contests 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 lien 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.** 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 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 Borrower 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, Borrower shall promptly give to Lender all receipts of paid premiums 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 Borrower 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 notice is given.

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 the 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 Borrower. In the event of a partial taking of the Property, unless Borrower 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 the 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 secured 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 proceedings 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-signers.** 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 sums 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 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. 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. **Borrower'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 sold 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 remedies 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) cures any default of any other covenants 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 remain 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.

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 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 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 entitled 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.

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)]

- ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ 2-4 Family Rider
☐ Graduated Payment Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature]

[Signature]
Andrew P. Rutherford

(Seal)

(Seal)
—Borrower

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 22nd day of September, 1988, before me,

ANDREW P. RUTHERFORD,

the undersigned officer, personally appeared

known to me (or satisfactorily proven)

to be the person whose name is subscribed to the within instrument and acknowledged that

he executed the same for the purposes herein contained.

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

My Commission expires: 3-6-90



[Signature]
BARBARA G. DORAN, NOTARY PUBLIC
Bloomsburg, Columbia County, Penna.
My Commission Expires March 6, 1990
Title of Officer

I hereby certify that the precise residence of the within Mortgagee is 232 East Street, Bloomsburg, Penna. 17815

[Signature]
(Signature)

LIEN CERTIFICATE

DATE 1/21/91

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1989, in Locust Township are as follows:

Owner or Reputed Owner: Rutherford, Andrew (9-88)

Former Owner: Sircovics, Della/ Kasmer, Ann Marie

Parcel No. 20-04A-23-1

Description 95X165 Av.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989	176.45	117.63	745.04	1039.12
			TCB FEE	17.00
			TOTAL	1,056.12

The above figures represent the amounts due during the month of April 1991

Requested by: Harry A. Raodarmel, Jr.

Fee: \$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

Dennis Long
Director

1990 Real Estate Taxes will be returned with penalty, interest, etc. eff. 2/1/91. Call for payoff after this date.

Sherry Sale
3-14-91

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

January 21, 1991

Mr. Alvin J. Luschas, Esquire
238 Market St.,
Bloomsburg, Pa. 17815

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

NO. 1 of 1991 E.D.

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

SERVICE ON Andrew P. Rutherford

ON Monday January 21, 1991 AT 11:00 A.M., A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION OF PROPERTY WAS SERVED ON
Andrew P. Rutherford, AT Beer Joint, Slabtown, Columbia
County BY DEPUTY SHERIFF J.H. Dent

SERVICE WAS MADE BY HANDING THE SAID WRIT OF EXECUTION AND NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO POSTED TO BUILDING BY TAPING
A COPY OF THE WRIT OF EXECUTION, NOTICE OF SHERIFF'S SALE, COPY OF THE SALE BILL, COPY
OF THE 3129.1. BUILDING APPEARED TO BE EMPTY, NOT OCCUPIED.

Note: January 21, 1991 since personal service hasn't been made
and Mr. Rutherford lives out of the State of Pennsylvania
Dep. Dent posted a copy of all the above named papers according to Rule 3112. (2)
(C),

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

Note: A copy of all the above named papers have
been sent by certified registered mail and
by certificate of mailing to the New Jersey
address for Mr. Rutherford.

SWORN AND SUBSCRIBED BEFORE ME

THIS 21st
DAY OF January 1991

Tami B. Kline, Prothonotary

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

REC'D & CLK. OF CIV. COURTS

MY COMMA. EX. BE MON. JAN. 1, 1991

SHERIFF

AV
5390

SHERIFF'S SALE

MV
16180

BY VIRTUE OF A WRIT OF EXECUTION NO. 1 OF 1991 E.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

THURSDAY MARCH 14, 1991

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOTS, PIECES, OR PARCELS OF LAND:

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin:

THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83 degrees east, 188 feet to a post:

THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin in the center line of the public road leading to Mill Grove:

THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

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

SEIZED AND TAKEN into execution at the suit of COLUMBIA COUNTY FARMERS NATIONAL BANK, against ANDREW P. RUTHERFORD, and will be sold by:

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

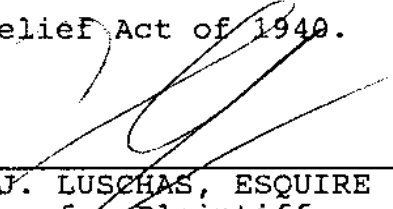
HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

ALVIN J. LUSCHAS, Esquire


COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

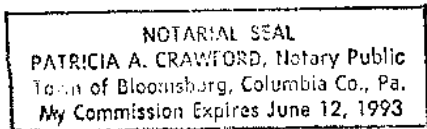
AFFIDAVIT OF NON-MILITARY SERVICE

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did, upon the request of Columbia County Farmers National Bank, investigate the status of the Defendant, Andrew P. Rutherford, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that he is not now, nor was he within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.


 ALVIN J. LUSCHAS, ESQUIRE
 Attorney for Plaintiff

Sworn and subscribed to
 before me this 9th day
 of January, 1991.

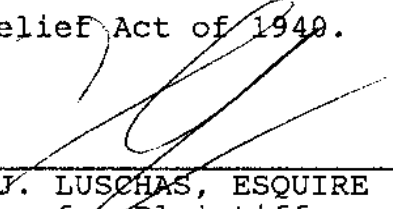

 NOTARY PUBLIC



COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

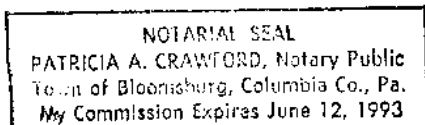
AFFIDAVIT OF NON-MILITARY SERVICE

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did, upon the request of Columbia County Farmers National Bank, investigate the status of the Defendant, Andrew P. Rutherford, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that he is not now, nor was he within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.


 ALVIN J. LUSCHAS, ESQUIRE
 Attorney for Plaintiff

Sworn and subscribed to
 before me this 9th day
 of January, 1991.


 NOTARY PUBLIC



COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,
VS.
ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did, upon the request of Columbia County Farmers National Bank, investigate the status of the Defendant, Andrew P. Rutherford, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that he is not now, nor was he within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.


NOTARY PUBLIC

NOTARIAL SEAL
PATRICIA A. CRAWFORD, Notary Public
Town of Bloomsburg, Columbia Co., Pa.
My Commission Expires June 12, 1993

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did, upon the request of Columbia County Farmers National Bank, investigate the status of the Defendant, Andrew P. Rutherford, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that he is not now, nor was he within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.


 ALVIN J. LUSCHAS, ESQUIRE
 Attorney for Plaintiff

Sworn and subscribed to
 before me this 9th day
 of January, 1991.


 NOTARY PUBLIC

NOTARIAL SEAL PATRICIA A. CRAWFORD, Notary Public Town of Bloomsburg, Columbia Co., Pa. My Commission Expires June 12, 1993
--

ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129 (a)

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF COLUMBIA :

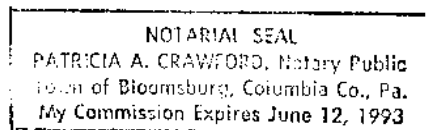
ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the name and address of the owner and the Defendant in the above captioned judgment is:

ANDREW P. RUTHERFORD
66 Line Road
Holmdel, NJ 07733

ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.

of January, 1991.
Patricia A. Crawford
 NOTARY PUBLIC



COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129 (a)

COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

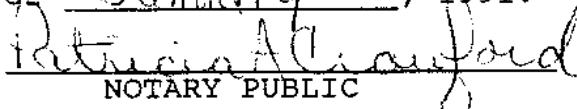
ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the name and address of the owner and the Defendant in the above captioned judgment is:

ANDREW P. RUTHERFORD
66 Line Road
Holmdel, NJ 07733



ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.



NOTARY PUBLIC

<p style="text-align: center;">NOTARIAL SEAL PATRICIA A. CRAWFORD, Notary Public Town of Bloomsburg, Columbia Co., Pa. My Commission Expires June 12, 1993</p>
--

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129 (a)

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the name and address of the owner and the Defendant in the above captioned judgment is:

ANDREW P. RUTHERFORD
66 Line Road
Holmdel, NJ 07733


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day

of January, 1991.


NOTARY PUBLIC

NOTARIAL SEAL
PATRICIA A. CRAWFORD, Notary Public
Town of Bloomsburg, Columbia Co., Pa.
My Commission Expires June 12, 1993

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,
VS.

ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
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: JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129 (a)


COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

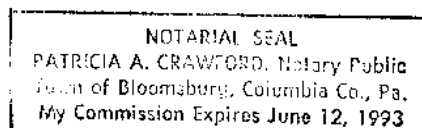
ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the name and address of the owner and the Defendant in the above captioned judgment is:

ANDREW P. RUTHERFORD
66 Line Road
Holmdel, NJ 07733


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.


NOTARY PUBLIC



COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

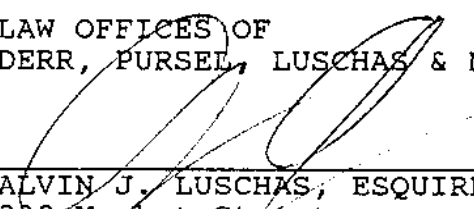
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property
of the Defendant as described in the Sheriff's Sale description
submitted in this action.

You are hereby released from all responsibility in not
placing watchmen or insurance on real property levied on by
virtue of the Writ issued and submitted in this matter.

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON



ALVIN J. LUSCHAS, ESQUIRE
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815
(717) 784-4654
Atty. I.D. #22249

ATTORNEY FOR PLAINTIFF

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

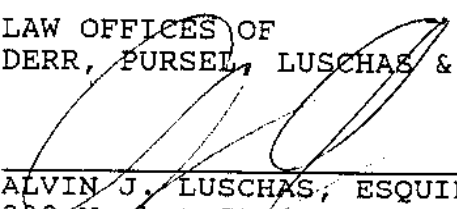
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property
of the Defendant as described in the Sheriff's Sale description
submitted in this action.

You are hereby released from all responsibility in not
placing watchmen or insurance on real property levied on by
virtue of the Writ issued and submitted in this matter.

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON


ALVIN J. LUSCHAS, ESQUIRE
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815
(717) 784-4654
Atty. I.D. #22249

ATTORNEY FOR PLAINTIFF

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

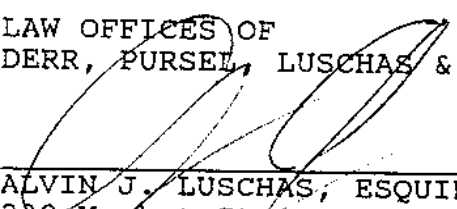
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property of the Defendant as described in the Sheriff's Sale description submitted in this action.

You are hereby released from all responsibility in not placing watchmen or insurance on real property levied on by virtue of the Writ issued and submitted in this matter.

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON


ALVIN J. LUSCHAS, ESQUIRE
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815
(717) 784-4654
Atty. I.D. #22249

ATTORNEY FOR PLAINTIFF

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

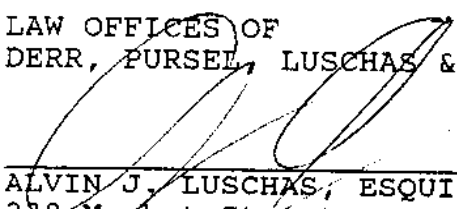
: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property
of the Defendant as described in the Sheriff's Sale description
submitted in this action.

You are hereby released from all responsibility in not
placing watchmen or insurance on real property levied on by
virtue of the Writ issued and submitted in this matter.

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON


ALVIN J. LUSCHAS, ESQUIRE
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815
(717) 784-4654
Atty. I.D. #22249

ATTORNEY FOR PLAINTIFF

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: COLUMBIA COUNTY FARMERS NATIONAL BANK
232 East Street
Bloomsburg, PA 17815

NOTICE is hereby given by virtue of a Writ of Execution, No. E.D. # *1 of 1991*, issued out of the Court of Common Pleas of Columbia County, that a Sheriff's Sale will be conducted on *Thursday*, the *14th* day of *MARCH*, 1991, at A.M., at the Office of the Columbia County Sheriff, Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania. This Notice is being given to you since the public records of Columbia County indicate that you have a lien interest in a certain premises owned by Andrew P. Rutherford, of 66 Line Road, Holmdel, New Jersey 07733.

Said premises is located in the Township of Locust, County of Columbia, Commonwealth of Pennsylvania, and is more fully described in the attachment, which is marked Exhibit "A" and incorporated herein by reference.

If you fail to attend the aforesaid sale, your lien interest in the subject real property will be forever lost. It is suggested that you contact legal counsel in order to review your rights and responsibilities with respect to your lien interest in the aforesaid premises. You are also notified that if the sale is stayed, continued, postponed or adjourned to a date certain within 45 days of the scheduled sale, and public announcement thereof including the new date is made to the bidders assembled at the time and place originally fixed for the sale, no new notice shall be provided to you, but there will be only one such stay, continuance, postponement or adjournment without new notice.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff, not later than 30 days after the sale. In addition, you are notified that distribution will be made in accordance with this Schedule unless exceptions are filed thereto within ten (10) days thereafter.

ANDREW P. RUTHERFORD - PROPERTY DESCRIPTION

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin;

THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83 degrees east, 188 feet to a post;

THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin in the center line of the public road leading to Mill Grove;

THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

EXHIBIT "A"

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: COLUMBIA COUNTY FARMERS NATIONAL BANK
232 East Street
Bloomsburg, PA 17815

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EXHIBIT "A"

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: COLUMBIA COUNTY TAX CLAIM BUREAU
Columbia County Courthouse
Bloomsburg, PA 17815

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Said premises is located in the Township of Locust, County of Columbia, Commonwealth of Pennsylvania, and is more fully described in the attachment, which is marked Exhibit "A" and incorporated herein by reference.

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A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff, not later than 30 days after the sale. In addition, you are notified that distribution will be made in accordance with this Schedule unless exceptions are filed thereto within ten (10) days thereafter.

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SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 1 OF 1991 E.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

THURSDAY MARCH 14, 1991

10:00 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOTS, PIECES, OR PARCELS OF LAND:

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin:

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

SEIZED AND TAKEN into execution at the suit of COLUMBIA COUNTY FARMERS NATIONAL BANK, against ANDREW P. RUTHERFORD, and will be sold by:

TERMS OF SALE: Ten (10%) percent cash or certified check TIME OF SALE, Balance cash or certified check within eight (8) days after Sale.

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

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

ALVIN J. LUSCHAS, Esquire

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: January 22, 1991

Re: Sheriff's Sale Advertising Dates

Columbia County Farmers vs. Andrew P. Rutherford
National Bank
No. 1 of 1991 ED No. 935 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week February 21, 1991
2nd week February 28, 1991
3rd week March 7, 1991

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: Mr. Tim Bittner
Tax Collector
Box 1610 RD#3
Catawissa, Pa. 17820

Re Columbia County Farmers National Bank VS. Andrew P. Rutherford
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Note: Sheriff's Office needs copies of
any and all tax's owed.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

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

Re: Columbia County Farmers National Bank VS. Andrew P. Rutherford
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: Small Business Administration
20 N. Pennsylvania Ave.,
Room 2327
Wilkes-Barre, Pa. 18701

Re: Columbia County Farmers National VS. Andrew P. Rutherford
Bank
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380
BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: IRS
P.O. Box 12050
Philadelphia, Pa. 19106
Attention: Special Procedures
Function

Re: Columbia County Farmers National VS. Andrew P. Rutherford
Bank
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Note: Also enclosed is a copy of the Writ of Execution, Copy of Rule 3129.1, copy of the Sale Bill.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: Commonwealth of Pennsylvania
Department of Revenue
~~Bureau of Accounts Settlement~~
P.O. Box 2055
Harrisburg, Pa. 17105

Re: Columbia County Farmers National Bank VS. Andrew P. Rutherford
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

Date: January 22, 1991

To: Thomas C. Zerbe Jr.
Deputy Attorney General
Collections Unit
Fourth and Walnut St.,
Harrisburg, Pa. 17120

Re: Columbia County Farmers National Bank VS. Andrew P. Rutherford

No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: January 22, 1991

To: First National Bank of Berwick
111 West Front Street
Berwick, Pa. 18603

Re: Columbia County Farmers National Bank VS. Andrew P. Rutherford
No: 1 of 1991 ED No: 935 of 1990 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.

Please feel free to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129 (a)

COMMONWEALTH OF PENNSYLVANIA	:
	: SS.
COUNTY OF COLUMBIA	:

ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the name and address of the owner and the Defendant in the above captioned judgment is:

ANDREW P. RUTHERFORD
66 Line Road
Holmdel, NJ 07733

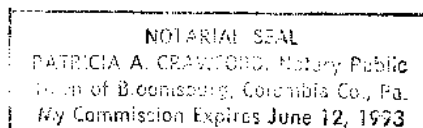


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.



NOTARY PUBLIC



ANDREW P. RUTHERFORD - PROPERTY DESCRIPTION

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COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990, J.D.
ANDREW P. RUTHERFORD,	:	NO. 1 OF 1991, E.D.
Defendant.	:	

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129.1

Columbia County Farmers National Bank, Plaintiff in the above action, sets forth as of the date of the praecipe for the writ of execution was filed, the following information concerning the real property located at Locust Township, Columbia County, Pennsylvania, more particularly described in a document attached hereto as Exhibit "A":

1. Name and address of owner(s) or reputed owner(s):
 Andrew P. Rutherford, 66 Line Road, Holmdel, New Jersey 07733.
2. Name and address of Defendant in the judgment:
 Andrew P. Rutherford, 66 Line Road, Holmdel, New Jersey 07733.
3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold: None.
4. Name and address of the last recorded holder of every mortgage of record: Columbia County Farmers National Bank, 232 East Street, Bloomsburg, Pennsylvania 17815.; First National Bank of Berwick, 111 West Front Street, Berwick, Pennsylvania 18603.

ANDREW P. RUTHERFORD - PROPERTY DESCRIPTION

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COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

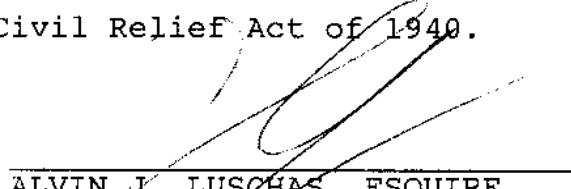
VS.

ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

ALVIN J. LUSCHAS, ESQUIRE, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did, upon the request of Columbia County Farmers National Bank, investigate the status of the Defendant, Andrew P. Rutherford, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that he is not now, nor was he within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn and subscribed to
before me this 9th day
of January, 1991.


NOTARY PUBLIC

NOTARIAL SEAL
PATRICIA A. CRAWFORD, Notary Public
Town of Boonshong, Columbia Co., Pa.
My Commission Expires June 12, 1993

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: COLUMBIA COUNTY FARMERS NATIONAL BANK
232 East Street
Bloomsburg, PA 17815

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COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: FIRST NATIONAL BANK OF BERWICK
111 West Front Street
Berwick, PA 18603

NOTICE is hereby given by virtue of a Writ of Execution, No. E.D. # , issued out of the Court of Common Pleas of Columbia County, that a Sheriff's Sale will be conducted on , the day of , 1991, at A.M., at the Office of the Columbia County Sheriff, Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania. This Notice is being given to you since the public records of Columbia County indicate that you have a lien interest in a certain premises owned by Andrew P. Rutherford, of 66 Line Road, Holmdel, New Jersey 07733.

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ANDREW P. RUTHERFORD - PROPERTY DESCRIPTION

ALL THAT CERTAIN parcel or tract of land situate in Locust Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the point of intersection of the center line of the State Highway leading from Catawissa to Newlin with the center line of the public road leading to Mill Grove, and running thence by the center line of said State Highway, north 22 degrees 30 minutes west, 110 feet 8 inches to an iron pin;

THENCE diverging from said Highway and by line of lands of Joseph Slania, north 83 degrees east, 188 feet to a post;

THENCE by line of same, south 9 degrees 30 minutes east, 101.5 feet to an iron pin in the center line of the public road leading to Mill Grove;

THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

COLUMBIA COUNTY FARMERS
NATIONAL BANK,
Plaintiff,

VS.

ANDREW P. RUTHERFORD,
Defendant.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY, PA.
: CIVIL ACTION
:
: NO. 935 OF 1990
:
: JURY TRIAL DEMANDED

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all the real property
of the Defendant as described in the Sheriff's Sale description
submitted in this action.

You are hereby released from all responsibility in not
placing watchmen or insurance on real property levied on by
virtue of the Writ issued and submitted in this matter.

LAW OFFICES OF
DERR, PURSEL, LUSCHAS & NORTON

ALVIN J. LUSCHAS, ESQUIRE
238 Market Street
P. O. Box 539
Bloomsburg, PA 17815
(717) 784-4654
Atty. I.D. #22249

ATTORNEY FOR PLAINTIFF

COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY, PA.
	:	CIVIL ACTION
VS.	:	
	:	NO. 935 OF 1990
ANDREW P. RUTHERFORD,	:	
Defendant.	:	JURY TRIAL DEMANDED

NOTICE OF SALE - REAL PROPERTY

TO: COLUMBIA COUNTY TAX CLAIM BUREAU
Columbia County Courthouse
Bloomsburg, PA 17815

NOTICE is hereby given by virtue of a Writ of Execution, No. E.D. # , issued out of the Court of Common Pleas of Columbia County, that a Sheriff's Sale will be conducted on , the day of , 1991, at A.M., at the Office of the Columbia County Sheriff, Columbia County Courthouse, Main Street, Bloomsburg, Pennsylvania. This Notice is being given to you since the public records of Columbia County indicate that you have a lien interest in a certain premises owned by Andrew P. Rutherford, of 66 Line Road, Holmdel, New Jersey 07733.

Said premises is located in the Township of Locust, County of Columbia, Commonwealth of Pennsylvania, and is more fully described in the attachment, which is marked Exhibit "A" and incorporated herein by reference.

If you fail to attend the aforesaid sale, your lien interest in the subject real property will be forever lost. It is suggested that you contact legal counsel in order to review your rights and responsibilities with respect to your lien interest in the aforesaid premises. You are also notified that if the sale is stayed, continued, postponed or adjourned to a date certain within 45 days of the scheduled sale, and public announcement thereof including the new date is made to the bidders assembled at the time and place originally fixed for the sale, no new notice shall be provided to you, but there will be only one such stay, continuance, postponement or adjournment without new notice.

A Schedule of Distribution will be filed by the Sheriff on a date specified by the Sheriff, not later than 30 days after the sale. In addition, you are notified that distribution will be made in accordance with this Schedule unless exceptions are filed thereto within ten (10) days thereafter.

ANDREW P. RUTHERFORD - PROPERTY DESCRIPTION

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THENCE by the center line of said public road, south 81 degrees 30 minutes west, 164 feet to the iron pin at the point of intersection of the State Highway leading from Catawissa to Newlin, the place of BEGINNING.

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

COLUMBIA COUNTY FARMERS NATIONAL
BANK,

Plaintiff,

vs

ANDREW P. RUTHERFORD,

Defendant.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 1-1991 Term 19.....E.D.

No. Term 19.....A.D.

No. 935 OF 1990 Term 19.....J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

(SEE EXHIBIT "A" - ATTACHED HERETO)

Principal Amount Due	\$65,686.10
Late charges thru 6/25/90	225.48
Interest thru 10/10/90	4,541.06
Attorneys fees	2,500.00
TOTAL	<u>\$72,952.64</u> , TOGETHER

with additional interest at the rate of \$19.15844 per day from October 10, 1990 to the date of payment, plus additional late charges, plus reasonable attorneys fees accruing after this date, costs expended by the Plaintiff in the prosecution of this action and any advances made for the benefit of the property.

as endorsed.

Dated JUN 12 1991
(SEAL)

Prothonotary, Common Pleas Court of
Columbia County, Penna.

By: Dorothy Long

Deputy

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DERR, PURSEL AND LUSCHAS

ATTORNEYS AT LAW

238 MARKET ST.

BLOOMSBURG, PA. 17815

27974

January 8, 1991

60-593
313

PAY TO THE ORDER OF HARRY A. ROADARMEL, JR., SHERIFF

\$ 500.00

Five Hundred and 00/100

DOLLARS



BLOOMSBURG BANK
COLUMBIA TRUST CO.

Member FDIC

FOR CC7NB vs. Rutherford - Execution
#935-19703.D

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