SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 77 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 DECEMBER 12, 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 piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin corner of Lot number Eleven (11), said point being the southwest corner of the lot hereinafter described: thence North seventy-eight (78) degrees forty-five (45) minutes East along the dividing line of Lot numbered Eleven (11) and Lot numbered twenty-seven (27), a distance of one hundred thirty (130) feet to a point; thence North six (6) degrees fifteen (15) minutes West, a distance of one hundred twenty-five (125) feet to a point; thence South fifty-eight (58) degrees forty-five (45) minutes West, a distance of one hundred (100) feet to a point; thence South thirty-five (35) degrees fortyfive (45) minutes West, a distance of seventy (70) feet; thence South sixteen (16) degrees fifty-five (55) minutes East, a distance of fortythree (43) feet to a point, the place of BEGINNING. BEING Lot number Twenty-seven (27) of the draft of lots in South Centre Township, Columbia County, as laid out by Clyde Yohey and surveyed October, 1955, revised August, 1956, by Howard Fetterolf, R.E. UPON WHICH is erected a frame dwelling house.

Seized and taken in execution at the suit of GUARANTY BANK, N.A. (formerly Community National Bank), Vs Jack W. Smith and Gail A. Smith, his wife.

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

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

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Mr. Richard J. Roberts, Esq Attorney for Plaintiff

SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

Guaranty Bank, N.A. (formerly VS Community National Bank)	Jack W. Smith	and Gail A. Smith, hi
NO. 77 of 1991 E.D. NO.		
DATE OF SALE: December 12, 1991 10:00 A	M.	
BID PRICE (INCLUDES COSTS) \$ POUNDAGE 2% BID PRICE \$ TRANSFER TAX 2% BID PRICE \$ MISC. COSTS \$ TOTAL NEEDED TO PURCHASE	38 800.00 	\$ 40,352.00
PURCHASER(S): Trest National ADDRESS: III W. Front St NAME(S) ON DEED: First National PURCHASER(S) SIGNATURE(S): Artistal	Berwic Synk of B	2. PA
AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S)	: TOTAL DUE	\$ 40,352.00
	LESS DEPOSIT	\$
	DOWN PAYMENT	\$ None
•	AMOUNT DUE IN	1/2 200 03
	Lay of Sile	\$ 40,352.00

LIEN CERTIFICATE

DATE	10-24-91			
tax 1ts	c Ilens in the '	y that according to Tax Claim Bureau aga of December 31, 19 <u>9</u>	inst the prop	erty
Owner or	Reputed Owner	. Smith, Jack W. &	Gail	
Former (Owner: Meyers	on, Authur & Miriam	& Edwards, My	ron & Sheila Mary
Parcel 1	No. 12-05A-3	5		
Descript	tion Lot 27	F 67.6X130 F 30 X125		
		0		
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989				897.34
1990				853.83
•			TCB FEE	
			TOTAL	\$ 1,751.17
		represent the amour Dec. 91		
•		•		
Request		A, Roadarmel, Jr. Sh	eriff	
fee: \$5	Colum	bia County		
		COLUMBI	A COUNTY TAX	CLAIM BUREAU
13	2 3/29/) Large	

Director

12/12/9/



SHERIFF OF COLUMBIA COUNTY

THONE (717) 784-1991 COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815 24 HOUR PROME (717) 784 6399

December 31, 1991

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

Dear Sir:

Enclosed is CK#3619 in the amount of \$231.68, which represents payment for the advertising of the Sheriff's Sale No. 77 of 1991, Guaranty Bank, N.A. (Formerly Community National Bank) Vs Jack W. Smith and Gail Λ . Smith.

If you have any questions, please contact us.

Sincerely



SHERIFF OF COLUMBIA COUNTY

THORE (737) 784-1991

COURT HOUSE - P. O. BOX 389 81 OOMSBURG, PA 17815

21 HOUR 1HOUT (717) 784 6300

December 31, 1991

Mr. Harold W. Sharrow, Tax Collector South Centre Township 6555 Second St., Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#3623 in the amount of \$845.97, which represents payment for the owed Tax's on the property of Jack W. Smith and Gail A. Smith. The property located within South Centre Township was sold by the Sheriff December 12, 1991.

If you have any questions, please contact us.

Sincerely



SHERIFF OF COLUMBIA COUNTY

THONE (717) 784-1991

COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815 24 HOUR PHOUS (717) 784-6399

December 31, 1991

Mr. Richard J. Roberts, Esq. LEAVENS & ROBERTS 29 East Independence Street Shamokin, Pennsylvania 17872-0518

Dear Sir:

Enclosed is CK#3626 in the amount of \$36,315.26, which represents the Total amount of monies owed to the First Lien Holder in reference to the Sheriff's Sale No. 77 of 1991. The Mortgage Foreclosure involved Guaranty Bank, N.A. (formerly Community National Bank) Vs Jack W. Smith and Gail A. Smith, his wife.

If you have any questions, please contact us.

Sincerely,



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991

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

24 HOUR PHOUS (717) 784 6300

December 31, 1991

Mr. Michael Irey, Esquire 38 W. 3rd St., Bloomsburg, Pa. 17815

Dear Sir:

Enclosed is CK#3620 in the amount of \$50.00, which represents payment for the EXPERT, EXPERT, EXPERT, Legal advice for the Sheriff's Sale No. 77 of 1991, Guaranty Bank Vs Jack and Gail Smith.

Thank you very much.

Sincerely,

SHERIFF'S SALE Distribution Sheet

Guaranty Bank, N.A. (formerly Community		<u>h and Gail</u>	A. Smith, his
No. 1040 of 1991 JD	wife DATE OF SALE: <u>D</u>	ecember 12	7 1991 10.00
NO. 77 of 1991 ED			
I HEREBY CERTIFY AND RETURN, That in obedien	ice to and by virtue of the	e within writ to	me directed I seized
and took into execution the within described real estate, an			
and place of sale, by advertisements in divers public news			
my bailiwick, I did on (date) December 12, 1991	and (time) 10:0	00 A.M.	of said day
at the Court House, in the Town of Bloomsburg, Pennsylva			
when and where I sold the same to First National			, and tollows of tollier,
for the price or sum of Thirty-eight Thousand	Eight Hundred	\$38,800.0	O Dollars.
	· · · · · · · · · · · · · · · · · · ·		
nighest and best bidder, and that the highest and best pric			~
Bid Price \$ _	38,800.00		-
Poundage			
	776.00		
Total Needed to Purchase	· · · · · · · · · · · · · · · · · · ·	\$	40,352.00
Amount Paid Down			40,352.00
Balance Needed to Purchase			Paid
XPENSES:			
Columbia County Sheriff - Costs \$ _			
Poundage		\$.	1,049.42
Newspaper			231.68
Printing			
Solicitor			50.00
Columbia County Prothonotary			
Columbia County Recorder of Deeds -	Deed copy work		39.50
	Realty transfer taxes		776.00
The C. H Homeld II Champan (Cantal	State stamps	-	0/5 07
Tax Collector (Harold W. Sharrow (South	- /	,	845.97
Columbia County Tax Assessment Office. Delings State Treasurer			1,751.17 38.00
Other:Tax Claim	******************************		5.00
Otter.		-	3.00
		-	
	TOTAL EXPENSES:	\$.	4,786.74
Tol	al Needed to Purchase		40,352.00
	Less Expenses	* -	4,786.74
No.	et to First Lien Holder	-	35,565,26
	Plus Deposit		750.00
Tota	al to First Lien Holder	\$.	36,315.26
heriff's Office, Bloomsburg, Pa. So answers			
Columbia County	ΠΑΟΟ Υ Α ΟΛΑΝΑ	DMET 7-4	es
00 2	HARRY A. ROADA	MILL JE.	Sheriff

SHERIFF'S SALE - COSTS SHETT

Guaranty Bank, N.A. (formerly community	VS. Jack W. Smith and Gail A. Smith, his wife
No. 77 of 1991 E.D. No. 1040 of 1	991 J.D. DATE OF SALE Dec. 12, 1991 10:00 A.M
DOCKET & LEVY SERVICE HAILING ADVERTISING, SALE BILLS & NEWSPAPERS POSTING HANDBILLS	\$ 14.00 107.00 25.112 2.00 14.00
Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other <u>Codies 91 mg 8</u> 3 00	13 00 7 00 10 00 9 00 6 3 00
Tota	L.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	\$ <u>231.68</u>
TOTA	1
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER	\$ <u></u>
Tota	
Recorder of Deeds: Copywork Deed Other	• \$\frac{36.00}{13.50}
Тота	L,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
REAL ESTATE TAXES!	
Тота	L
MUNICIPAL RENTS: SEWER - MUNICIPALITY WATER - MUNICIPALITY	; 19s
Tota	L
SURCHARGE FEE: (STATE TREASURER) TOTA	Liii. <u>3860</u>
MISCELLANEOUS: TAX CLAIM	\$ 5.00
Тота	L
TOTA	L COSTS

Small Businesed to: Small Businese Administration Small Businesed to: Small Businese Administration Small Businesed to: Small Businesed 560 Small Busi	Thomas C. Zerbe Jr. Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit Fourth and Walnut Sts. Harrisburg, Pa. 17120 5. Signature (Addressee) 6. Signature (Addressee) 6. Signature (Addressee) 75. Form 3811, October 1990 *U.S. GPO: 1990-	A 115 Ch this form to the trout of for foaliblece, of
Form 3811, October 1990 *u.s. 6PO: 1990—273-861 SENDER: • Complete items 1 a r 2 for additional services. • Complete items 3, and 4a & b. • Frint your name and address on the reverse of this form so real return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to	20ce next I 4a. A 4b. S 173-861	de, of on the
Bureau of Employer Tax Operations Post Office Box 3900 Acerifica Express Mail Return Receipt for Merchandise Astrisburg, Pa. S. Signature (Addressee) S. Signature (Addressee) 6. Signature (Addressee) 6. Signature (Addressee) 6. Signature (Addressee) 8. Addressee S Address (Only if requested and see is paid)	t for	-
• Complete items 1 a. 1 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece next to consult postmaster for fee. 3. Article Addressed to: Pennsylvania Unemployment Complete items 4a. Article Number Complete form for the front of the mailpiece next to the mailpiece next to the mailpiece next to the form form form form form form form form	The state of the s	 Attach this form to the froi
5. Signature (Addressee) 8. Addressee's Addresse (Only if requested and fee is paid) 6. Signature (Agent) PS Form 3811, October 1990 *U.S. GPO: 1990–273-861 DOMESTIC RETURN RECEIPT	**Sharrow #a. An P SE Ab. Se Adcent And And P SE Action And P SE Action And And P SE Action And And P SE Action And P SE Actio	is form to the front of the mailpiece, or on the
SEMDEM: Complete items 1 a. 1.2 for additional services. Complete items 3, and 49 & b. First we can return this card to you. Attach this form to the tront of the mailpiece, or on the mailpiece, or on the mailpiece, or on the mailpiece next to consult postmaster for fee. And 'Return Receipt Requested' on the mailpiece next to consult postmaster for fee. And 'Return Receipt Requested' on the mailpiece next to consult postmaster for fee. And Consult postmaster for fee. And Return Receipt	Article Number Article Number 373 528 986 Service Type Registered	the

STATE OF PENNSYLVANIA COUNTY OF COLUMBIA SS:

Larraine Kreischer, Publisher's Assistant, being duly sworn according to law depose and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice of advertisement in the above entitled proceeding which appeared in the issue of said newspaper on November. 21, .28, December. 5

Donna & Kishlaugh
(Notary Public)

My Commission Expires

Notarial Seal
Donna L. Kishbaugh, Notary Public
Soult Twp., Columbia County
My Commission: Expired Oct. 11, 1993
Member, Pennsylvania Association of Notaries

REV-241 CM (3-90)



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE DEPT. 280946 HARRISBURG. PA 1712E-0946

PRIORITY CLAIM FOR SHERIFFS SALE

Please Print or Type

#1040-1991	
EXT SUTION NUMBER	<u>-</u> -
EX-77-1991	
DATE OF SALE	
12-12-91	
AMOUNT	
\$4,404.45	

MR	HARRY	A	ROA	ADARMER	R JR
SHI	ERIFF	OF	COI	LUMBIA	COUNTY
SHI	ERIFFS	OF	FIC	Œ	
BLO	OOMSBU	RG	PA	17815	

EMPLOYER EIN	
SALES TAX LICENSE NUMBER	
19-05629-8	
SOCIAL SECURITY NUMBER	

DEFENDANT	Jack	W.	and	Gail	Α.	Smith	
DEFENDANI	~						

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

The PA Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary of Columbia ______ County.

Sales and Use Tax or

- Employer Withholding Tax
- Pennsylvania Personal Income Tax

The PA Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

Corporation Taxes

STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
S & U	06-05-90	520-1990	\$4,404.45
,			
	:		
	<u>.</u>		

owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS my hand and the seal of the Department of

Revenue this ____6th_ day of November , 19 91_

DIRECTOR, BUR AU OF COMPLIANCE

Eileen H. McNulty

Lochendora

DEV.	24.	CH	12	an.	



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE DEPT. 280946 HARRISBURG PA 17128-0946

PRIORITY CLAIM FOR SHERIFFS SALE

Please Print or Type

#1040-1991	
EXT TION NUMBER	
EX 77-1991	
DATE OF SALE	
12-12-91	
AMOUNT	
\$334.97	

MR HARRY A ROADARMER JR SHERIFF OF COLUMBIA COUNTY SHERIFFS OFFICE BLOOMSBURG PA 17815

CORPORATION TAX FILE (BOX) NUMBER	
EMPLOYER EIN	
SALES TAX LICENSE NUMBER	
SOCIAL SECURITY NUMBER	
202-28-5944	

DEFEATOANT	Jack	W	and	Cail	Α.	Smith
DEEEKIDANIT	Jack	77 ·	anu	COLL	п.	CHILLIA

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

The PA Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary of Columbia County.

- \equiv Sales and Use Tax or
- __Employer Withholding Tax
- 🗵 Pennsylvania Personal Income Tax

The PA Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

Corporation Taxes

TATEMENT OF ACCOUNT

YPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
PIT	03-22-90	367–90	\$334.97

i certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.) Hachensoner

WITNESS my hand and the seal of the Department of

DIRECTOR, BUKE

Revenue this <u>6th</u> day of <u>November</u>, 19 $\frac{91}{}$

Eileen H. McNulty



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. NOV 300 RECOMSBURG, PA 17018

rheen 17171 784 1991 71 from 14rom 77175 781 6 400

November 4, 1991

Mr. Richard J. Roberts, Esq LEAVENS & ROBERTS 29 East Independence Street Post Office Box 518 Shamokin, Pennsylvania 17872-0518 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

VS. 77 of 1991 E.D.

WREL OF EXECUTION (MOREGAGE FORECLOSURG)

POSTING OF PROPERTY

Monday November 4, 1991	POSTED A COPY OF THE SHIRTLE'S SALE BILL
ON THE PROPERTY OF Jack W. and	Gail A. Smith
COLUMBIA COUNTY, PENNSYLVANIA. S/	ATO POSTING PERFORMED BY COLUMBIA COUNTY DEPUT
SUFFRITT J.H. Dent	•
	1477

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

SO MISHERS

DEPUTY SHMRTER

SHERTLE, HARRY A. ROADARMEL, JR.

SHORN AND SUBSCRIBED DEFORE ME

11115 4

DAY OF houseless 19 91

TAME B. KLIDE, PROTEINGTARY OF COLUMNIA COUNTY

PROHIL & CHC OF SEV. COURTS

MY COMM. DC 1st MON. JAH. 1, 1993



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

October 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 check of the records of the Financial Enforcement Section, Office of Attorney General does not reveal any open claims against Robert or Florence Gordon.

Very truly yours,

Thomas C. Zerbe, Jr. Deputy Attorney General

Financial Enforcement Section

TCZ/kf

RS V-241 CM. (3-90)



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE DEPT. 280946 HARRISBURG, PA 17128-0946

PRIORITY CLAIM FOR SHERIFFS SALE

Please	Print	or	Type

77 of 1991	
DATE OF SALE 12–12–91	
\$4,418.42	

MR HARRY A ROADARMEL JR SHERIFF OF COLUMBIA COUNTY COURTHOUSE PO BOX 300 BLOOMSBURG PA 17815

CORPORATION TAX FILE (BOX) NUMBER	
EMPLOYER EIN	
SALES TAX LICENSE NUMBER	
1905–6298	
SOCIAL SECURITY NUMBER	

DEFENDANT	Jack W. Smith and Gail A. Smith
	is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien on the Statement of Account below for the following taxes.
The PA Dep provisions of th	partment of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the ne Tax Reform Code of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary of Columbia County.
₹\$ales ar	d Use Tax or
Employe	er Withholding Tax
□ Pennsylv	vania Personal Income Tax
provisions of S	partment of Revenue requests a preference in the distribution of sales proceeds (in accordance with the ection 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance ions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

STATEMENT OF ACCOUNT

Corporation Taxes

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
S & U	06-05-90	520–1990	\$4,418.42
	i		

I certify that the above Statement of Account is a true and correct statement of all liened taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS :	my	hand	and	the	seal	of	the	Department	of	
-----------	----	------	-----	-----	------	----	-----	------------	----	--

Revenue this 25th day of $\frac{0}{2}$ ctober , 19 $\frac{91}{2}$

DIRECTOR, POREAU OF COMPLIANCE,

SECRETARY OF REVENUE

SECRETARY OF REVENUE

Eileen H. McNulty

REV 241 CM (3.90)



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF COMPLIANCE DEPT. 280946 HARRISBURG, PA 17128-0946

PRIORITY CLAIM FOR SHERIFFS SALE

Piease Print or Type

77 of 1991	
12-12-91	
\$336.33	

MR HARRY A ROADARMEL JR SHERIFF OF COLUMBIA COUNTY COURTHOUSE PO BOX 300 BLOOMSBURG PA 17815

CORPORATION TAX FILE (BOX) NUMBER	
EMPLOYER EIN	
SALES TAX LICENSE NUMBER	
SOCIAL SECURITY NUMBER	
202–28–5944	

DEFENDANT _	Jack W. Smit	h and Gail A. Smith
This notice is costs as shown o	to advise you that to on the Statement of	he above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lier Account below for the following taxes.
The PA Depo provisions of the	ertment of Revenue ro Tax Reform Code Columbia	equests priority in the distribution of any judicial sales proceeds (in accordance with the of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary o County.
□Sales and	Use Tax or	,
 Employer	Withholding Tax	

🗓 Pennsylvania Personal Income Tax The PA Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

Corporation Taxes

STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	LIEN NUMBER OR FILING PERIOD	AMOUNT OR BALANCE
PIT.	03–27–90	367–90	\$336.33
		:	
	•		

owed to the Commonwealth of Pennsylvania (based upon entity. (Corporate taxes are a first lien from the date of t	settlement, 72 P.S. 81401, as amended.)	ed
WITNESS my hand and the seal of the Department of	DIRECTOR BUREAU OF COMPLIANCE	Ü

25th day of October , 19 91

SECRETARY OF REVENUE Eileen H. McNulty

LEAVENS & ROBERTS

Attorneys at Law

ANDREW A. LEAVENS RICHARD J. ROBERTS, JR.

29 EAST INDEPENDENCE STREET
POST OFFICE BOX 518
SHAMOKIN, PENNSYLVANIA 17872-0518

(717) 648-5727

FAX (717) 648-2971

October 25, 1991

Sheriff's Office Courthouse Bloomsburg, PA 17815

Re: Guaranty Bank, N.A. v. Jack W. Smith, et ux.

No. 1040 of 1991 No. EX-77-1991

Gentlemen:

Enclosed for filing please find an Affidavit of Return of Service by Mail in connection with the referenced action.

Yours very truly,

Richard J. Roberts, Jr.

RJR:pag Enclosure

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

GUARANTY BANK, N.A. (formerly : NO. 1040-1991

COMMUNITY NATIONAL BANK),

: NO. EX-77-1991 Plaintiff

MORTGAGE FORECLOSURE v.

JACK W. SMITH and GAIL A. SMITH, his wife, Defendants

AFFIDAVIT OF RETURN OF SERVICE BY MAIL

On October 25, 1991, I served true copies of the Notice of Sale Pursuant to Pa.R.C.P. 3129.2 upon the following by mailing, first class, postage prepaid, true copies thereof addressed as follows:

Pennsylvania Department of Revenue Bureau of Compliance Department 280946 Harrisburg, PA 17128-0946 Harrisburg, PA 17105

Pennsylvania Unemployment Compensation Fund Bureau of Employer Tax Operations Post Office Box 3900

First National Bank of Berwick 1100 West Front Street Berwick, PA 18603

Pine Street Realty Post Office Box 665 Williamsport, PA 17703

Columbia County Tax Claim Bureau Courthouse Bloomsburg, PA 17815

Attached hereto as Exhibit "A" are Form 3817 Certificates of Mailing therefor.

I make these statements pursuant to 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities and understand that false statements may subject me to criminal penalties under that statute.

Pauline Gredzinski



COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

October 22, 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 check of the records of the Financial Enforcement Section, Office of Attorney General reveals no open claims against Jack W. Smith or Gail A. Smith.

Very truly yours,

Thomas C. Zerbe, Jr.

Deputy Attorney General Financial Enforcement Section

TCZ/kf

LIEN CERTIFICATE

DATE	10-24-91			
tax lis	s is to certify liens in the little below, as contains as follows:	y that according to draw Claim Bureau aga of December 31, 19 <u>9</u> 0	our records, inst the prop 0,in Centre	the erty South
Owner or	Reputed Owner	: Smith, Jack W. &	Gail	
Former C	Owner: Meyers	on, Authur & Miriam	& Edwards, Myr	on & Sheila Mary
Parcel 1	No. 12-05A-3	5		
Descript	ion Lot 27	F 67.6X130 F 30 X125		
YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1989				897.34
1990				853.83
1			TCB FEE	
			TOTAL	\$ 1,751.17
	e above figures	represent the amoun Dec. 91	nts due during X KS January	the month 1992
Request Fee: \$5	Colum	A, Roadarmel, Jr. Sh bia County	eriff 	
		Directo	DE COUNTY TAX	CLAIM BUREAU

12/12/9/



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380

THONE 17171 784-1991 81.00MSBURG, PA 12815

October 21, 1991

24 Menten Percheie (717) 781 6 100

Mr. Richard J. Roberts, Esquire LEAVENS & ROBERTS 29 East Independence Street Post Office Box 518 Shamokin, Pennsylvania 17872-0518

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

NO. 77 of 1991 E.D.

WRIT OF EXECUTION -MORTGAGE

SERVICE ON Gail	A. Smith
ON Thursday Oct. 17, 1991 At	2:30 P.M. , A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TR	UE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESC	RIPTION OF PROPERTY WAS SERVED ON
Gail A. Smith	, Al Box 249 Grovania Dr.,
	Iff J.H. Dent
	WRIT OF EXECUTION AND NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE	DESCRIPTION 10 Jack W. Smith, husband
of Gail A. Smith and adult in ch	arge
	J.H. Dent DEPUTY SHERIFF
SHORN AND SUBSCRIBED BEFORE ME THIS 21st DAY OF QUOLUM 19 91 TOWN B. KLINE, PROTIONOTARY CRO	SHERIFF

An equality the forces in 1921, 4, 1993



SHERIEF OF COLUMBIA COUNTY COURT HOUSE - P. O. ROX 380 BLOOMSBURG, PA 17818

#111714E 17 (7) 784-1991

24 HOUR THOUR (717) 784 6300

October 21, 1991

Mr. Richard J. Roberts, Esquire LEAVENS & ROBERTS 29 East Independence Street Post Office Box 518 Shamokin, Pennsylvania 17872-0518 IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, COMMONWEALTH OF PENNA.

No. 77 of 1991 E.D.

WRIT OF EXECUTION -MORTGAGE FORECLOSURE

SERVICE ON Jack W. Smith	TORIZOEOU
ON Thursday Oct. 17,1991 At 2:30 I	P.M. , A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TRUE COPY	OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESCRIPTION	OF PROPERTY HAS SERVED ON
Jack W. Smith ,	At Box 249 Grovania Dr.,
Bloomsburg, Pa. 17815 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 DESCRIP	PETON TO
Jack W. Smith	
	J.H. Dente
SWORN AND SUBSCRIBED BEFORE ME	
THIS 2101	SHERIFF
DAY OF Oztober 1991	

THORIT & CHE OF SIVE CHORIS MY COMM. I'V. 181 MORE JAN. 1, 19,14

TAME B. KLINE, PROTHONOTARY

OF COLUMBIA COUNTY

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 77 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 DECEMBER 12, 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 piece and parcel of land situate in South Centre Town-ship, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin corner of Lot number Eleven (11), said point being the southwest corner of the lot hereinafter described; thence North seventy-eight (78) degrees forty-five (45) minutes East along the dividing line of Lot numbered Eleven (11) and Lot numbered twenty-seven (27), a distance of one hundred thirty (130) feet to a point; thence North six (6) degrees fifteen (15) minutes West, a distance of one hundred twenty-five (125) feet to a point; thence South fifty-eight (58) degrees forty-five (45) minutes West, a distance of one hundred (100) feet to a point; thence South thirty-five (35) degrees forty-five (45) minutes West, a distance of seventy (70) feet; thence South sixteen (16) degrees fifty-five (55) minutes East, a distance of forty-three (43) feet to a point, the place of BEGINNING. BEING Lot number Twenty-seven (27) of the draft of lots in South Centre Township, Columbia County, as laid out by Clyde Yohey and surveyed October, 1955, revised August, 1956, by Howard Fetterolf, R.E. UPON WHICH is erected a frame dwelling house.

Seized and taken in execution at the suit of GUARANTY BANK, N.A. (formerly Community National Bank), Vs Jack W. Smith and Gail A. Smith, his wife.

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

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

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Mr. Richard J. Roberts, Esq Attorney for Plaintiff

MORTGACE

THIS MORTGAGE is m	nade this28th		
between the Mortgagor _ Ji		day ofFebruary	
a	ACK W. SMITH and GAIL	A. SMITH, his wife,	(here
"Borrower"), and the Mortgag	ece. COMMUNITY NAT	IONAL BANK	
		msylvania, whose address is: 10 Sout	th Market Street.
Shamokin, Pennsylvania			
WHEREAS, Borrower is in which indebtedness is evidence monthly installments of princip	idebted to Lender in the principa	pal sum of	0010ollar
February 28, 2005 TO SECURE to Lender (a) other sums, with interest thereo of the covenants and agreemen thereon, made to Borrower by	the repayment of the indebtedne on, advanced in accordance here- its of Horrower herein contains Lender pursuant to paragraph tyey to Lender the follo	ess evidenced by the Note, with interest the with to protect the security of this Mortga ed, and (b) the repayment of any future Advances? Swing described property located	nergon, the payment of a age, and the performance e advances, with interes
ALL THAT CERTAIN t	Diece and parcel of law	nd situate in South Centre To escribed as follows, to wit:	ownship,
and Lot number Twenty-s point; thence North six hundred twenty-five (12 five (45) minutes West, thirty-five (35) degree thence South sixteen (1) forty-three (43) feet to (27) of the draft of lo	seven (27), a distance (6) degrees fifteen (25) feet to a point; th a distance of one hun es forty-five (45) minu (6) degrees fifty-five to a point, the place o	number Eleven (11) said point ribed; thence North seventy-e he dividing line of Lot numbe of one hundred thirty (130) (15) minutes West, a distance hence South fifty-eight (58) ndred (100) feet to a point; attes West, a distance of seve (55) minutes East, a distance of BEGINNING, BEING Lot number begins, Columbia County, as 1, and August, 1956, by Howard Feed Au	red Eleven (11) fect to a of one degrees forty- thence South nty (70) feet; e of er Twenty-seven
UPON WHICH is erected a BEING THE SAME prettheir deed dated factor. Berewith in the Office A	frame dwelling house. mises which Arthur Meye	erson and Miriam Meyerson, he intended to be recorded cond ds in and for Columbia County ail A. Smith, his wife, Borro	temporaneously
UPON WHICH is erected a BEING THE SAME prettheir deed dated factor. Berewith in the Office A	frame dwelling house. mises which Arthur Meye	erson and Miriam Meyerson, b intended to be recorded con	temporaneously
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BEING THE SAME predicted a BEING THE SAME predicted dated for the network in the office of the same prediction of of	frame dwelling house. mises which Arthur Meye	erson and Miriam Meyerson, b intended to be recorded con	temporaneously
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BEING THE SAME predicted a BEING THE SAME predicted dated for the network in the office of the same prediction of of	frame dwelling house. mises which Arthur Meye	erson and Miriam Meyerson, b intended to be recorded con	temporaneously
BEING THE SAME prescheir deed dated from a nerewith in the Office of granted and conveyed unt	frame dwelling house. mises which Arthur Meye 1985, and of the Recorder of Deed to Jack W. Smith and Ga	erson and Miriam Meyerson, he intended to be recorded cond ds in and for Columbia County ail A. Smith, his wife, Borro	temporaneously y, Pennsylvania, owers herein.
BEING THE SAME prescheir deed dated from a nerewith in the Office of granted and conveyed unt	frame dwelling house. mises which Arthur Meye 1985, and of the Recorder of Deed to Jack W. Smith and Ga	erson and Miriam Meyerson, b intended to be recorded con	temporaneously y, Pennsylvania, owers herein.

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

PONSTABLE TOWN A TO SEMA CHIESE UNIONALIST EXPLOSED STREETS

***BORT 344 PAGE 392

ADJUSTABLE RATE LOAN RIDER

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.

The state of the s	
This Rider is made this 281.14 day of Frequesy	
Community National Bank, 10 South Market Street, Shamokin, Pennsylvania 17872	
(the "Lender") of the same data (the "Near")	
(the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 6900 Hillside Drive, Bloomsburg (South Centre Township), Columbia County, "A	17815
eroparty 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 11.2.%. The Note interest rate may be increased or decreased on the 28th day of the month beginning on February 28th	
Changes in the interest colored to the colored to t	
Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: (1) 534 "Contract Index.)	
(1) II "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) []*	
{Check one bax 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 to the con-	
(2) IN The interest rate cannot be changed by more than . 2 percentage points at any Change Date. If the interest rate changes, the amount of Borrower's monthly 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 higher payments.	
II. LOAN CHARGES	
It could be that the loan secured by the Samuel, t	
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) on which have 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 runs already shall be reduced by the amount	
necessary to reduce the charge to the permitted limit; and (B) any such loan charge shall be reduced by the amount ed permitted limits will be refunded to Borrower. Lender may show already collected from Borrower which exceed-	
ed 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 Borrows.	
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 page 250 to 160.	
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 subordination that lies are the Security Instrument or shall promptly	
secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument or shall promptly D. TRANSFER OF THE PROPERTY	
If there is a transfer of the Property subject to	
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 Rate Index figure and the limit on the amount of any one in-	
terest 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	
waiving the option to accelerate provided in paragraph 17.	
By signing this, Borrower agrees to all of the above.	
Carlo Sutt	
Jick W. Smith -Borrower	
\sim \sim \sim \sim	
Sail Concits	
Garl A. Smith — Borrows	
. — полгонея	
'	

Ty more than one but is checked or if no but it checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

NEW JERSEY AND PENNSYLVANIA—BIBI-FIELMC UNIFORM INSTRUMENT

600 344 PAGE 393

BANCONSUMER FORM M FRE (3/47)

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

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

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

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

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

payment thereof.

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

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

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

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

exceed that amount of coverage required to pay the sums secured by this Mortgage.

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement/ or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Bortower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, dishursement of reasonable attorney's fees and entry upon the Property to make repairs. If I ender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Londer's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof...

Any amounts disburted by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder

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

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

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

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

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

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

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

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

13. Successors and Assigns Bound; Joint and Several Liability: Caption, The covenants and agreements herein contained shall bind, and the rights bereinder shall inuie to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and beadings of the paragraphs of this Morigage are for convenience only and are not to be used to interpret or define the provisions

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

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

16. Borrower's Cupy. Borrower shift be furnished a conformed cupy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property: Assumption, If all or any part of the Property or an interest (berein is sold or transferred by Burrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer, I ender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 11, and il Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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

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

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

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

800° 344 PAGE 395

20. Assignment of Rents: Appulatment of Receiver; Lender In Possession, As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or ahandonment of the Property, have the right to collect and retain such tents as they become due and payable. Upon Acceleration under paragraph 18 hereof or abandonment of the Property, I ender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of tents, including, but not finited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be hable to account only for those rents actually received. 21. Future Advances, Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower, Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note, 22. Release, Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Bortower, Bortower shall pay all costs of recordation, if any, 23. Purchase Money Mortgage, If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage, IN WITNESS WHERI OF, Borrower has executed this Mortgage, Witnesses; Burrower COMMONWEALTH OF PENNSYLVANIA, Northumberland 28th day of February a Notary Public __ the undersigned officer, personally appeared Jack W. Smith and Gail A. Smith, his wife, known to me (or satisfactorily proven). to be the person s whose name s are. subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained. IN WITNESS WHERLOT, I hereunto set my band and official seal. My Commission expires; JUNE N. PARSONS
LOTTER PODUC
SHAMER, ROBERTS CO., PA.
MY COMMISSION EXPIRES MAY 2D, 1988 Title of Office 10 South Market Street Shamokin, Pennsylvania I hereby certify that the precise residence of the within Mortgagee is LEAVENS & ROBERTS Alteracys at Lan 29 EAST INDEPENDENCE STREET POST OFFICE BOX 518 SHAMOKIN, PENNSYLVANIA 17872-0518 elow This Line Reserved For Lender and Recorder) Recorded in Columbia County Record Bk 344 pg 392 on February 28, 1985 1985 at 12:20 p.m

8001 344 PLTE 396

TNNNTSANIA LIGAFAMILY-6 74-FYMA FREMC

MORTGAGE

THIS MORTGAGE, dated May	y . 27 ₃ , 19.88	, is between you, Jack, W., Smith.	and
Gail A. Smith	tesidi	ing at6900 Hillside Drive	
Scenic Knolls, Bloomsburg, Pa	4.17815	the person or persons signi	ng as "Mortgagor" below, and us,
		tional Bank of Berwick	
MORTGAGED PREMISES: You mortgage, grant	t and convey to us the prem	ises located at: 6900 Hillside Dri	ve, Scenic Knolls
Bloomsburg So. Centre City/Menicipality Township	Columbia County	Pennsylvania,	Lot No.
A legal description of the Premises is contained in t County Office for the Recording of Deeds, in Deed R Premises includes all buildings and other improve	the deed by which you acqui	ired the Premises, which is recorded at the on Page(s) 390 485 or,	(checked, on the reverse side. The
possession of the Premises. LOAN: The mortgage will secure our loan to	Jack W. Smith an	d. Gail. A. Smith	.,
(whether one or more persons called the "Borrower" repay according to a note or agreement (the "Note" promises in the Note, all of your promises in this Mote, all of your promises in this MOWNERSHIP: You use the sole owner(s) of the PTAXES; You will pay all real estate taxes, passessmen on, or make deduction from, the loan because you MAINTENANCE; You will waintain the building repairs. You will not tear the building(s) down with the MAINTENANCE; You will keep the building(s) on the the insurance company, but your choice is subject to You will deliver to us upon our request the policite payment on all insurance claims, to the extent of our written notice of any cancellation or reduction in cost ous. In the event of loss or damage to the Premises, to use the promises of the promises, if we receive payment of act proceeds are adequate for this purpose. Otherwise, SECURITY IN TEREST; You will join with us in a continue perfected our security interest in the Premises. We will last the amounts we are not expenses. We will add the amounts we are not effect, we choose, advance any sums you promise to pay and Premises may be limited to an amount not greater the ofthe Note on which we impose Finance Charges at your promises to this mortgage. INSPECTION: You will permit us to inspect the PNOLOSS OF RIGHTIS: The Note and this mortgage and the Premises is a default under this in Premises to be sold, as provided by law, in order to phenomerous own; you will not sell, transfer consent. INSPECTION: You will permit us to inspect the PNOLOSS OF RIGHTIS: The Note and this mortgage and the Premises is a default under this in Premises to be sold, as provided by law, in order to phenomerous own; you will not sell, transfer consent. INSPECTION: You will permit us to inspect the PP TRAILE. A default under the Note is a default mortgage and the Premises is a default under this in Premises to be sold, as provided by law, in order to phenomerous own; you will not owe us the different promises to be sold, as provided by law, in order	I dated the same date as this cortage, and any extensions comises. You have the legal it, water charges and sewer in pay these taxes and charges s) on the Premises in good content of the pay the set taxes and charges s) on the Premises insured at all times to our reasonable approval. I so or other proof of the insurant interest under this mortgay versage, for any reason. Upon you will funcediately notify sign your name to any check laim, we will use the money to reigning and filing documents is the sums the Borrower owes to pottain replacement insurant and what the Borrower owes the Annual Percentage Rai ownership, mortgage or of the sum of the properties of the properties of the properties of the sum of the properties of the pay the pay defanh accuracy off what the Borrower owes unless you also signed the underlying overdine rental pay ayouents to pay taxes, the end of the properties of the safe you wrive your rights are so to the proceeds of the safe you wrive your rights are sto the proceeds of the safe owile for a stay of execution to the benefit of anyone to who four rights under this mortg my other occasion.	s mortgage. This mortgage will also secure the speries of other modification of the mortgage of the use of the mortgage is to use on the relating to the Premises when they become it. You will provide us with proof of payment condition. You will not make major changes it against loss by fire, flood and only other hazare the policies must he for at least the amounts at ance. The policies must he for at least the amounts at more. The policies must he anne us as loss paying, before you. It must also provide that we be required you shall deliver the policies, certificate in writing and life a proof of loss with the institution of institution of institution of institution will be used to the policies, and the proof of loss with the institution what the Hotrower owes on the Nate. It was not, at your expense, in doing whatever we mortgage, we may, if we choose, perform your on the Note, on which we impose interest as in the costs necessary to keep the Premises in go co. However, any replacement insurance we not the Note. Any amount we advance on your let all where we dispose of the Premises, in whole or time. Including the proof of the Premises, in whole or time. Including the proof of the Premises, in whole or time. Including the proof of the proof of your or the Proof of the Premises of the Premises of the Premises, in whole or time. Including the proof of the Premises, in whole or time. In the Note, If the money we receive from the Note, If the money we receive from the Note, If the money we receive from the study of the Premises, the process. It is not the form tenants, (iii) manage the study of the Premises, (iii) exempt the Premises, or proof the Premises, or proof the process. It is not the process.	edue. You will not claim any credit upon request, the buildings) except for normal or hire. It is we may specify. You may choose d the time periods that we specify, a., This means that we will receive e given not less than 10 days' prior artes or other revidence of insurance unce, We may file a proof of loss or mee priceeds in the event of loss or mee priceeds in the event of loss or mee priceeds in the event of loss or we reasonably believe the insurance believe is necessary to perfect and provided in the Note. If you fail to od condition and repair, we may, if stain to cover loss or damage to the behalf will be added to the halance ill not cure your failure to perform in part, without our prior written remises. We may add or release any in this mortgage or under any other means that we can arrange for the estale is not enough to pay off what inter on and take possession of the Premises; and (iv) sign, cancel and ing the Premises and to reduce any ion laws. These rights may (i) he for and the proceeds of its sale, from all future owners and tenants of the all that the Borrower owes us, this any provision of this mortgage will
Marigagor		Jack W Sut	(SEAL)
Mortgagar	(SEAL)	Mortgagor Mortgagor	
BANCONSTEMER FORM PA 109 (Rev. 1/87)		8007 409 PAG	FIRST DANCONSUMER SERVICE, INC.

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

ALL THAT CERTAIN

THIS MORIGAGE 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 68, at Page 11.

Rec. in Columbia Co. Rec. bk 409 pg 940 June 3, 1988 10:39am

COUNTY OF COLUMBIA

BE IT REMEMBERED, that on this 27 day of May 1988 before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Jack W. Smith, and Gail A. Smith, whole an statisfied is are the person(s) named in and who executed the within morrigage, and thereupon by the helper acknowledged has belief intelligible, sealing intelligible of the morrisage and the morrigage, and thereupon by the morrisage of the morrisage

MORTGAGE

TH.	IS MORTGAGI	E is thade this	157%	day of	August	19 88
			SMITH and GAIL			
"Borro			<u>c Street Realty</u>			
a OROM po	XXXXI organized	I and existing and	er the laws of Pennsylv	ania, whose address	s is: P. O. Box	c 665,
 	Willia	amsport, Per	nnsylvania 17	703	(h	crein "Lender"
writer	naebteaness is c	videnced by Botto	ender in the principal sur wer's note dated rest, with the balance o	August 15 .	. 1988 thorain "Near"	er allegarian e
	·	Nov	ember / , 199	3		
of the c	ovenants and ag , made to Borro	thereon, advanced reements of Borto wer by Lender ou	ent of the indebtedness evin accordance herewith wer berein contained, a rsuant to paragraph 21 cender—the Tollowin,	to protect the securit nd (b) the repayme: hereof therein "For	ty of this Mortgage, and nt of any future advance	the performances, with interes
			, State of Penns			
Abb 7	<u>EL NO. 1:</u> CHAT CERTAI	N piece and	parcel of lan	d situate in	South Centre as follows, t	Township, o-wit:
ar 6 Sc th a of Cl	egrees 45 mad lot numb degrees 15 buth 58 deg mence South pence South point, the lots in S yde Yohey ward Fette	other of the finutes East ver 27, a di minutes We rees 45 min 35 degrees 16 degrees place of Bouth Centre and surveyed rolf, R.E.	n corner of lo lot hereinaft along the div stance of 130 st, a distance utes West, a d 45 minutes We. 55 minutes Ea: EGINNING. BEI: Township, Col- October, 1955 UPON WHICH is	er described iding line of feet to a po of 125 feet istance of 1 st, a distanst, a distans lot numbe mbia County, revised Au erected a f	; thence North f lot numbered int; thence No to a point; t 00 feet to a p ce of 70 feet; ce of 43 feet r 27 of the dr, as laid out gust, 1956, by rame dwelling i	78 11 rth hence oint; to aft by house.
in th	ea or Arth	ur Meyerson and Record	granted and co et ux dated Fe er's Office of	ebruary 28.	1985 and record	rtgagors ded
ALL U	e Township	rtain lots, , Columbia s follows,	pieces or para County, Pennsyl to-wit:	cels of land Lvania, more	situate in Sou particularly P	ath counded
of th 12 The fector of min the pro	e easterly s feet to ence along et to a po- st, 125 fe- the granto nutes west e westerly epared for 56, by Howe	cnue and in line of Lo a point on said stree int in Lot; et, more or ors; thence, 15 feet of Clyde E. Your letterol		of Lot No. 10 degrees 1 degrees 35 minus south 6 degrees nt in line 6 ds, south 78 place of begataken from 8 der 1955 and	27; thence alor 15 minutes west foot street; utes east, 15 minutes of lands degrees 45 ginning. IT BEN a draft of lots revised Augus	ng E, ING Set,
			and privilege		* (CONTINUED)	nain
which has	the address of	6900 Hills	side Drive, Sce (Street)	nic Knolls,	Bloomsburg, (City)	
	Penns	ylvania 1	17815			
			151ata and 71 G	1-1	(herein "Propert;	y Address");

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

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

800 414 PAGE 845

PENNSYLVANIA — 1 64.4 - 679— ENMA/FILLMC UNIFORM INSTRUMENT Form IS4

* (CONTINUED)

running through the street adjoining the aforedescribed property and the right to the use of the water upon payment of the water rent.

TRACT NO. 2: BEGINNING at a point on the southerly side of the extension of Billside Drive 15 feet easterly of the dividing line between Lots numbered 27 and 28; thence along said drive north 72 degrees 35 minutes east, 15 feet to a point within Lot No. 28; Thence south 6 degrees 15 minutes west, 125 feet, more or less, to a point in other line of the grantors; Thence along said lands, south 78 degrees 45 minutes west, 15 feet to a point in line of other lands of the grantees; Thence along said lands, north 6 degrees 15 minutes west, 125 feet to a point, the place of beginning.

Together with the right and privilege of connecting to a water main running through the street adjoining the aforedescribed property and the right to the use of the water upon payment of the water rent.

BEING the same premises granted and conveyed unto the within Mortgagors by deed of Joseph Travelet et ux dated January 6, 1988 and recorded in the Register and Recorder's Office of Columbia County in Record Book 402, Page 485.

Off Other COS ERMOTS. Borrower and Lender coverant and agree as follows,

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prnent and late charges as provided in the Note, and the pr d of and interest on any Future Advances secured by thistgage.

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

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

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

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

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

any Future Advances.

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

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

exceed that amount of coverage required to pay the sums secured by this Mortgage.

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borgower, may make such appearances, disbutse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, dishursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 1, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at each rate would be

contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law, Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

and shall be paid to Lender.

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

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

sums secured by this Mortgage,

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

- 10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment of otherwise modify amortization of the sums secured by this Morigage by reason of any demand made by the original Borrower and Borrower's successors in interest.
- 11. Forhearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.
- 12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 13. Successors and Assigns Bound; Joint and Several Liability; Caption. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 17. Transfer of the Property; Assumption, If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encombrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasthold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

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

notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

- 18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less that 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that falture to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare alt of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.
- 19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in entorcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, leasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Bottower, this mortgage and the obligations secured hereby shall remain in full noor 414 last

Appointment of Receiver; Lender in Possession. As addition 20. Assignment of Reaurity hereunder, Borrower heigby assigns to Lender the rend of the Property, provided that Borrower shall, prior to acce. Ition under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lander 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 tees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums seemed by this Mortgage. Lender and the receiver shall be liable to account only for those tents actually received. 21. Future Advances. Upon request of Burrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secuted hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note. 22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower, Borrower shall pay all costs of recordation, if any, 23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage. IN WITNESS WHEREOF, Borrower has executed this Mortgage. Witnesses: -Barrawer LYCOMING COMMONWEALTH OF PENNSYLVANIA, County ss: a Notary Public, the undersigned officer, personally appeared JACK W. SMITH and GAIL A. SMITH, his wife, ____ known to me (or satisfactorily proven) to be the person S____ whose name S are _____ subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained. IN WITNESS WITEREOF, I hereunto set my hand and official seal. My Commission expires: William Port, Lycoming County, Pa. My Commission Expires December 16, 1990 Title of Officer, 1 hereby certify that the precise residence of the within Mortgagee is __P. O. Box 665, Williamsport _(Space Below This Line Reserved For Lender and Recorder) _ Rec. in Columbia Co. Rec. bk 414 pg 845 Aug. 16, 1988 10:56am Benerry J. Michael 8001 414 HT 849

PENNSYLVANIA FINA FAMILY A TUENMA FIN ME

SHERIFF'S SALE

AV 3860

BY VIRTUE OF A WRIT OF EXECUTION NO. 77 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 DECEMBER 12, 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 piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows. to wit:

BEGINNING at an iron pin corner of Lot number Eleven (11), said point being the southwest corner of the lot hereinafter described; thence North seventy-eight (78) degrees forty-five (45) minutes East along the dividing line of Lot numbered Eleven (11) and Lot numbered twenty-seven (27), a distance of one hundred thirty (130) feet to a point; thence North six (6) degrees fifteen (15) minutes West, a distance of one hundred twenty-five (125) feet to a point; thence South fifty-eight (58) degrees forty-five (45) minutes West, a distance of one hundred (100) feet to a point; thence South thirty-five (35) degrees fortyfive (45) minutes West, a distance of seventy (70) feet; thence South sixteen (16) degrees fifty-five (55) minutes East, a distance of fortythree (43) feet to a point, the place of BEGINNING. BEING Lot number Twenty-seven (27) of the draft of lots in South Centre Township. Columbia County, as laid out by Clyde Yohey and surveyed October, 1955, revised August, 1956, by Howard Fetterolf, R.E. UPON WHICH is erected a frame dwelling house.

Seized and taken in execution at the suit of GUARANTY BANK, N.A. (formerly Community National Bank), Vs Jack W. Smith and Gail A. Smith, his wife.

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

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

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Mr. Richard J. Roberts, Esq. Attorney for Plaintiff

WRIT OF EX_JUTION—(MORTGAGE F _RECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

(SEAL)	Barras Salis 11:
Dated 2 October 1991.	Prothonotary
	TAMI B. KLINE.
Total	\$; Plus costs as endorsed hereon.
Atty's commission	
Interest from 9/26/91	
Amount Due (19/19/	\$ 35,015.59
A	. 35 015 50
See Exhibit "A" Attache	
To satisfy the judgment, interest and sell the following described property (spe	d costs in the above matter you are directed to levy upon and ecifically describe property below?
TO THE SHERIFF OF MORNAUMEER	A XXXXXX COUNTY, PENNSYLVANIA
COLUMBIA COUNTY OF PARTHAMBERKAND:	
COMMONWEALTH OF PENNSYLVAN	IA:
SMITH, his wife, Defendant	S (MORTGAGE FORECLOSURE)
JACK W. SMITH and GAIL A.	
VS	No. CV.— 1040-1990
Plaintiff	THE 26TH JUDICIAL DISTRICT COLUMBIA COUNTY BRANCH No. EX. — 27 - 250/
GUARANTY BANK, N.A. (former COMMUNITY NATIONAL BANK),	
	\

Barbara N. Silvetti, Chief Deputy

ALL THAT CERTAIN piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin corner of Lot number Eleven (11), said point being the southwest corner of the lot hereinafter described; thence North seventy-eight (78 degrees forty-five (45) minutes East along the dividing line of Lot numbered Eleven (11) and Lot numbered twenty-seven (27), a distance of one hundred thirty (130) feet to a point; thence North six (6) degrees fifteen (15) minutes West, a distance of one hundred twenty-five (125) feet to a point; thence South fiftyeight (58) degrees forty-five (45) minutes West, a distance of one hundred (100) feet to a point; thence South thirty-five (35) degrees forty-five (45) minutes West, a distance of seventy (70) feet; thence South sixteen (16) degrees fifty-five (55) minutes East, a distance of forty-three (43) feet to a point, the place of BEGINNING. BEING Lot number Twenty-seven (27) of the draft of lots in South Centre Township, Columbia County, as laid out by Clyde Yohey and surveyed October, 1955, revised August, 1956, by Howard Fetterolf, R.E. UPON WHICH is erected a frame dwelling house.

EXHIBIT "A"

Carried to the contract of the

.

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

GUARANTY BANK, N.A. (formerly : NO. 1040-1991 COMMUNITY NATIONAL BANK),

Plaintiff

· 10 67-77-1491

: MORTGAGE FORECLOSURE

JACK W. SMITH and GAIL A.

SMITH, his wife,

v.

Defendants

TO: COLUMBIA COUNTY SHERIFF

Seize, levy, advertise and sell all real property of the Defendants located at 6900 Hillside Drive, Bloomsburg, Columbia County, Pennsylvania. You are hereby released from all responsibility in not placing watchmen or insurance on the real property levied upon by virtue of the writ.

LEAVENS & ROBERTS

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

GUARANTY BANK, N.A. (formerly : NO. 1040-1991 COMMUNITY NATIONAL BANK), : NO. 1040-1991

Plaintiff

•

v. :

MORTGAGE FORECLOSURE

JACK W. SMITH and GAIL A. SMITH, his wife,

Defendants

AFFIDAVIT FILED PURSUANT TO RULE 3129

Guaranty Bank, N.A. (formerly Community National Bank),
Plaintiff in the above action, sets forth as of the date the
praecipe for the writ of execution was filed the following
information concerning the real property located at 6900 Hillside
Drive, Bloomsburg, Columbia County, Pennsylvania, which real
property is described on Exhibit "A" attached hereto and made a
part hereof:

1. Name and address of Owners or Reputed Owners:

Name: Address:

Jack W. Smith and 6900 Hillside Drive Gail A. Smith Bloomsburg, PA 17815

2. Name and address of Defendants in the judgment:

Name: Address:

Jack W. Smith and 6900 Hillside Drive Gail A. Smith Bloomsburg, PA 17815

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

be sold:

Name:

Address:

Pennsylvania Department of

Revenue

Bureau of Compliance Department 280946

Harrisburg, PA 17128-0946

Pennsylvania Unemployment

Compensation Fund

Bureau of Employer Tax

Operations

Post Office Box 3900

Harrisburg, PA

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

Name:

Address:

First National Bank of

Berwick

111 West Front Street Berwick, PA 18603

Pine Street Realty

Post Office Box 665
Williamsport, PA 17703

Guaranty Bank, N.A.

10 South Market Street Shamokin, PA 17872

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

Name:

Address:

Columbia County Tax Claim Bureau

Courthouse

Bloomsburg, PA 17815

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

None

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or

information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

GUARANTY BANK, N.A.

President

Date: 10/1/4 {

ALL THAT CERTAIN piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin corner of Lot number Eleven (11), said point being the southwest corner of the lot hereinafter described; thence North seventy-eight (78 degrees forty-five (45) minutes East along the dividing line of Lot numbered Eleven (11) and Lot numbered twenty-seven (27), a distance of one hundred thirty (130) feet to a point; thence North six (6) degrees fifteen (15) minutes West, a distance of one hundred twenty-five (125) feet to a point; thence South fiftyeight (58) degrees forty-five (45) minutes West, a distance of one hundred (100) feet to a point; thence South thirty-five (35) degrees forty-five (45) minutes West, a distance of seventy (70) feet; thence South sixteen (16) degrees fifty-five (55) minutes East, a distance of forty-three (43) feet to a point, the place of BEGINNING. BEING Lot number Twenty-seven (27) of the draft of lots in South Centre Township, Columbia County, as laid out by Clyde Yohey and surveyed October, 1955, revised August, 1956, by Howard Fetterolf, R.E. UPON WHICH is erected a frame dwelling house.

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

GUARANTY BANK, N.A. (formerly COMMUNITY NATIONAL BANK),

NO. 1040-1991

A. 18.77-1961

Plaintiff

v.

MORTGAGE FORECLOSURE

JACK W. SMITH and GAIL A. SMITH, his wife,

Defendants

NOTICE OF SALE OF REAL ESTATE PURSUANT TO Pa.R.C.P. 3129.2

TO:

Gail A. Smith 6900 Hillside Avenue Bloomsburg, PA 17815

TAKE NOTICE that by virtue of a Writ of Execution issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and directed to the Columbia County Sheriff, said Sheriff will expose to a public sale at the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on DECEMBER 12, 1991, at 10:00 o'clock, A.M., local time, the real estate described in Exhibit "A" attached hereto and made a part hereof.

You are further notified that a schedule of proposed distribution of proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within thirty (30) days of the sale and that distribution of said proceeds will be made

in accordance with said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

LEAVENS & ROBERTS

By:
Richard J. Roberts, Jr., Esquire
Attorneys for Plaintiff

ALL THAT CERTAIN piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

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BY VIRTUE OF A WRIT OF EXECUTION NO. 77 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 DECEMBER 12, 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 piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

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Seized and taken in execution at the suit of GUARANTY BANK, N.A. (formerly Community National Bank), Vs Jack W. Smith and Gail A. Smith, his wife.

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

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

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

HARRY A. ROADARMEL, Jr. Sheriff of Columbia County

Mr. Richard J. Roberts, Esq Attorney for Plaintiff



SHERIFF OF COLUMBIA COUNTY

rijoni (717) 784-1991

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

21 HOUR EHOU. (717) 781 6300

PRESS/ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815
Date:October 17, 1991
Re: Sheriff's Sale Advertising Dates
Guaranty Bank, N.A. (formerly Community vs. Jack W. Smith and Gail A. Smith National Bank) No. 77 of 1991 ED No. 1040 of 1990 JD
Dear Sin:
Please advertise the enclosed SHERIFF SALE on the following dates:
Ist week November 21, 1991
2nd week November 28, 1991
3rd week December 5, 1991
Feel free to contact me it you have any questions.
Respectfully.

Harry A. Roadarmel, Jr. Sheriff



F11c16# 17 \$71 7#4-1991 SHERIF OF COLUMNA COUNTY COURT HOUSE & F. O. ROY 300 NOOMSBURD, PA 17018

#1 HOUR PROVIDE #2 #21 ### # 100

Date: _	October 17, 1991
<u> </u>	Pennsylvania Department of Revenue Bureau of Compliance Department 280946 Harrisburg, Pa. 17128-0946
Re: Com	ranty Bank, N.A. (formerly munity National Bank) VS. Jack W. Smith and Gail A. Smith 77 of 1991 th No: 1040 of 1990 do
Dear Str	:
Enc	losed is a notice of an opcoming Sheriff's Sale. If you have any
	gainst this property, notify this office IMMEDIATELY.
	ease feel free to contact me will any questions you may have.
	Respectfully,

Harry A. Roadarmot, dr. Sheriff of Columbia County



Filitis# 15851 584-1941

71 hours (1000) 1717) 781 6 100

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to	-Post 0	lvania Une ureau of E ffice Box burg,Pa.	mployer 3900	ent Compensati Tax Operatio	lon ons	
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C Jterr	Guaranty D Community	Bank, N.A. National	(former Bank)	ly VS. Jack W.	Smith and Gail	A. Smith
lla t <u>. </u>	7.7.	of 199 <u>1</u>	f D		of 1990	an)

Dear Stet

Enclosed is a notice of an opcoming 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. Roadarmot, Jr. Shoriff of Columbia County

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SHERRE OF COLUMNA COUNTY COURT IRRUSE & F. 45, here and micromishing, pA 12015

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Dates	<u> Oct</u> o	ber 17, 1	991	•					
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Enclosed is a notice of an opcoming Sheriff's Sale. If you have any claims against this property, notify this office ifficiality.

Please feet from to contact me with any questions you may have.

Respectfully,

Harry A. Roadarmol, dr. Shorlff of Columbia County



 SHITTEF OF COLUMNIA COUNTY COURT HOUSE . F. 15, how has propagation of the state

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oote i	October 17, 1991	
tu:	Pine Street Realty Post Office Box 665 Williamsport, Pa. 17703	
	maranty Bank, N.A. (formerly <u>Ys. Jack W. Smith</u> and Gail A.	Smith
Nat _{ion}	.77 of 1991 to No: 1040 of 1990 a	111

Dear Stri

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

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

Respectfully.

Harry A. Roadarmol, Jr. Sherlff of Columbia County



SHITTHE OF COLUMBIA COUNTY COURT HOUSE # P. O. BOX 300 DECOMPONISONS, PA 17015

uate:	<u> Octo</u>	ber <u>1</u> 7, 1	991					
to:	Coll Four	as C. Zer ty Attorno ections Un th and Wa isburg,Pa	ey Genei nit lnut St.	rai 				
		Bank, N.A. National of 1991		rly V5. <u>Jack</u> No:104	. W. Smith	n and of		Smith

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ettertid.

12121 284-1991

Enclosed is a notice of an opcoming Sheriff's Sale. If you have any cidims against this property, notify this office IMPLDIAILLY.

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

Respectfully.

Harry A. Roadarmel, dr. Shorlff of Columbia County

BEOOMSBURD, PA 12015



Attettek. 17 171 784-1991

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to!	- Burea	twealth of tment of Re u of Accou Box 2055 sburg,Pa.	evenue nts Settle				
fte:C	Guaranty Community	Bank, N.A. National E	(formerly Bank)	· Jack W. Smith	and	Gail A	Smith
Hot _{in 7}	27	of [1991	10	No:1040	nf	1990	JD
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Dear Stri

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

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

Respectfully,

Harry A. Roadarmet, Jr. Shoriff of Columbia County



SHIRTEF OF COLUMBIA COUNTY COURT HOUSE - F. O. BOX 300 BLOOMSBURD, FA 17015

611c1ld 12 (21 204-1991

- 21 Hertin (1997) - 12 [2] 28 1 6 100

Date: October 17, 1991	
to: IRS	
P.O. Box 12050	
Philadelphia, Pa. 19106	
Attention: Special Procedures Functi	ion
Guaranty Bank, N.A. (Formerly Community National Bank) VS. Jack W. S	
No: 77 of 1991 to No: 1040	or 1990 .jp
Mean Str:	
Enclosed is a notice of an opcoming Sheriff's	Sale, If you have any
claims against this property, notify this office if	MEDIATELY.
Please feet free to contact me with any quest	Tons you may have.
Note: Also enclosed is a copy of the Writ of Execution, list of recorded lien holders	Respectfully,
	Harry A. Roadarmol, dr. Shoriff of Columbia County



SHERIFF OF COLUMBIA COUNTY COURT HOUSE F. B. B. BOX 300 BLOOMSBURG, FA 17018

BLOOMSBURG, PA 17618 51 First 1717) 784 6 1890

nare	October 17, 1991
to	Small Business Administration
	20 N. Pennsylvania Ave.,
	Room 2327
	Wilkes-Barre, Pa. 18701
	cuaranty Bank, N.A. (Formerly community National Bank) VS. Jack W. Smith and Gail A. Smith
Ho 1 <u>. 7</u>	7 of 1991 to Not 1040 of 1990 do

Dear Siri

Enclosed is a notice of an uncoming Sheriff's Sate, if you have any claims against this property, notify this office IMMEDIATELY.

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

Respectfully,

Harry A. Roadarmet, dr. Sheriff of Columbia County

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PHINE 17171 784-1941

SHERIFF OF COLUMBIA COUNTY COURT HOUSE V.P. 6, nox and BLOOMSBURG, PA 17819

#1 Itoba riscom 17 (2) 784 6 100

Dale:October 17, 1991	
of Joseph Control of Public Wel	fare
P. O. Box 8016	
Harrisburg, Pa. 17105	
Rei Guaranty Bank, N.A. (Former Community National Bank)	Jack W. Smith and Gail A. Smith
Not. 77 of 1991- 10	Not 1940 of 1990 JD
Dear Sir:	

Enclosed is a notice of an opcoming 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



SHERIFF OF COLUMBIA COUNTY COURT HOUSE F. B. B. BOX 300 BLOOMSBURD, PA 17818

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y V5. Jack W	Smith and	l Gail <i>i</i>	A Smith
No: 1040		1990	in dB
	Vs. Jack W.	VS. Jack W. Smith and	VS. Jack W. Smith and Gail

Dear Sir:

Enclosed is a notice of an opcoming 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: Please send the Sheriff's Office a copy of the un-paid Tax's.

Respectfully.

Harry A. Roadarmet, Jr. Sheriff of Columbia County

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Guaranty
Smith Foreclosure
September 24
PAY TO THE ORDER OF Columbia County Sheriff

FRACT 75 CANDOOS

CASHIER'S CHECK

POORTYPAIN 1:0313025381: 75 750 01 DK