

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

TELEPHONE
(717) 781-6300

COPIES
FEB 04 1992

February 4, 1992

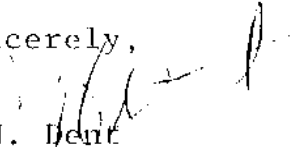
Mr. Frank Federman, Esquire
Suite #900
Two Penn Center Plaza
Philadelphia, Pa. 19102

Dear Sir:

Enclosed is CK#3800 in the amount of \$232.81, which represents a refund from the advanced cost of \$750.00 for the Sheriff's Sale No. 90 of 1991, Carteret Savings Bank, F.A. Vs Oliver B. Pettebone III. Also enclosed is a copy of the Sheriff's Cost sheet.

If you have any questions, please contact us.

Sincerely,


J.H. Dent
Deputy Sheriff

SHERIFF'S SALE - COSTS SHEET

CARTERET SAVINGS BANK, F.A.

VS. OLIVER B. PETTEBONE II

NO. 90 of 1991 E.D. NO. 1243 of 1990 J.D. DATE OF SALE Bankruptcy

DOCKET & LEVY	\$ 14.00
SERVICE	24.00
MAILING	70.55
ADVERTISING, SALE BILLS & NEWSPAPERS	9.00
POSTING HANDBILLS	14.60
MILEAGE	8.00
CRYING/ADJOURN OF SALE	17.00
SHERIFF'S DEED	
DISTRIBUTION	9.00
OTHER <u>COPIES 16 AT 50.00</u>	48.00

TOTAL \$ 212.15

PRESS-ENTERPRISE, INC.	\$ 202.64
HENRIE PRINTING	
SOLICITOR'S SERVICES	50.00

TOTAL \$ 252.64

PROTHONOTARY:	LIENS LIST	\$	X
	DEED NOTARIZATION		
	OTHER		

TOTAL \$

RECORDER OF DEEDS:	COPYWORK	\$ 20.00
	DEED	
	OTHER	

TOTAL \$ 20.00

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

TOTAL \$

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

TOTAL \$

SURCHARGE FEE: (STATE TREASURER) TOTAL \$ 26.00

MISCELLANEOUS: TAX CHARGE \$ 5.00

TOTAL \$

TOTAL COSTS \$ 517.17

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

OFFICE
(717) 791-1921

24 HOUR PHONE
(717) 791-6900

February 4, 1992

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

Dear Sir:

Enclosed is CK#3801 in the amount of \$202.64, which represents payment for the advertising of the Sheriff's Sale No. 90 of 1991, Carteret Savings Bank, F.A. Vs Oliver B. Pettebone, III.

Thank you very much.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. M. Dent".

J. M. Dent
Deputy Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

February 4, 1992

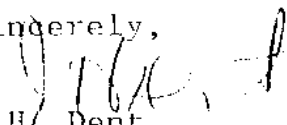
Mr. Michael Irey, Esquire
38 W. 3rd St.,
Bloomsburg, Pa. 17815

Dear Sir: (BIG GUY)

Enclosed is CK#3802 in the amount of \$50.00, which represents payment for the EXPERT LEGAL ASSISTANCE for the Sheriff's Sale No. 90 of 1991, Carteret Savings Bank, F.A. Vs Oliver B. Pettebone, III.

Since our last Sheriff's Sale, a lot of time has went by and we haven't had much of an opportunity to get your attention. Especially with all the attention your wife gets in the Newspapers. We have to pick on you when we get the chance.

Sincerely,


J.H. Dent
Deputy Sheriff

----- United States Bankruptcy Court ----- VOLUNTARY PETITION -----
MIDDLE DISTRICT OF PENNSYLVANIA

IN RE -----
Oliver B. Pettebone
ALL OTHER NAMES -----

NAME OF JOINT DEBTOR

NO JOINT DEBTOR

SOC. SEC./TAX I.D. NO. -----
196-36-7234
STREET ADDRESS OF DEBTOR -----

402 Surrey Lane
Bloomsburg, PA 17815
COUNTY OF RESIDENCE -----
Columbia
MAILING ADDRESS OF DEBTOR -----

5-92-00019

402 Surrey Lane
Bloomsburg, PA 17815
VENUE -----

Debtor has had a residence in this District for 180 days immediately preceding the date of this petition.

----- INFORMATION REGARDING DEBTOR -----

TYPE OF DEBTOR
Individual
NATURE OF DEBT
Non-Business/Consumer
A. TYPE OF BUSINESS
N/A
B. BRIEFLY DESCRIBE NATURE OF BUSINESS
N/A

CHAPTER OF BANKRUPTCY CODE
UNDER WHICH THE PETITION
IS FILED
13
FILING FEE
Attached

STATISTICAL/ADMINISTRATIVE INFORMATION--
Debtor estimates that, after any exempt
property is excluded and administrative
expenses paid, there will be no funds
available for distribution to unsecured
creditors.

ATTORNEY NAME AND ADDRESS--
Garry Wamser
31940

NO. OF CREDITORS range (sard code)
1-15 (1)

ATTORNEYS DESIGNATED TO
REPRESENT DEBTOR

ASSETS (thousands) **Under 50 (1)**

LIABIL. (thousands) **Under 50 (1)**

NO. OF EMPLOYEES **N/A**

THIS SPACE FOR COURT USE ONLY

EQUITY SEC. HOLDERS **N/A**

RELIEF
Ordered

Shane 2/12/92

IN THE COURT OF COMMON PLEAS OF COLUMBIA

COUNTY, PENNSYLVANIA


Plaintiff)	CIVIL DIVISION
CARTERET SAVINGS BANK, F.A.)	
)	
)	No. 1243-90
)	
)	
Defendant(s))	
OLIVER B. PETTEBONE, II)	
)	
)	

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129

COMMONWEALTH OF PENNSYLVANIA)	
COUNTY OF COLUMBIA)	SS:

I, FRANK FEDERMAN, ESQ. attorney for CARTERET SAVINGS BANK,
F.A., hereby verify that on 1/6/92, true and correct
copies of the Notice of Sheriff's Sale were served by certificate of
mailing to the recorded lienholder, and any known interested party
see Exhibit "A" attached hereto, and the Notice of Sale were sent to
to the defendant(s) on 11/21/91 by first class mail and certified
mail return receipt requested see Exhibit "B" attached hereto.

Defendant(s) _____ certified mail returned unclaimed
See attachments.
Defendant(s) Oliver Pettebone accepted certified mail see Exhibit
"C" attached hereto.


FRANK FEDERMAN, ESQUIRE
attorney for Plaintiff

U.S. POSTAL SERVICE
CERTIFICATE OF MAILING

Rec. **Federman and Phelan**
Suite 900
Two Penn Center Plaza
Philadelphia, PA 19102

One piece of ordinary mail addressed to:
Meridan Bancard Services
900 Market Street Mall
Wilmington, DE 19899

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE
 FOR INSURANCE - POSTMASTER

PS FORM
 MAY 1976 3817

U.S. GPO 171-631

Affix
 postage and
 postmark. Inquire of
 Postmaster for postage

SENDER:

Complete items 1 and/or 2 for additional services.
 Complete items 3, and 4a & b.
 Print your name and address on the reverse of this form so that we can
 return this card to you.
 Attach this form to the front of the mailpiece, or on the back if space
 is not permit.
 Write "Return Receipt Requested" on the mailpiece below the article number.
 The Return Receipt Fee will provide you the signature of the person delivered
 and the date of delivery.

Article Addressed to:
OLIVER B. PETTEBONE, III
402 SURREY LANE
BLOOMSBURG, PA. 17815

Signature (Addressee)
Oliver B. Pettebone, III
 Signature (Agent)

I also wish to receive the
 following services (for an extra
 fee):

1. ☐ Addressee's Address
 2. ☒ Restricted Delivery
- Consult postmaster for fee.

4a. Article Number
P 749 905 385

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for
 Merchandise

7. Date of Delivery

3. Addressee's Address (Only if requested
 and fee is paid)

Form 3811, November 1990 ☆ U.S. GPO: 1991-287-066

DOMESTIC RETURN RECEIPT

P 749 905 385



Certified Mail Receipt

No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

Sent to Oliver B. Pettebone, III	
Street & No. 402 Surrey Lane	
P.O., State & ZIP Code Bloomsburg, Pa. 17815	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

The

PS Form 3800, June 1990

LAW OFFICES
FEDERMAN AND PHELAN

SUITE 900
TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102-1799
(215) 563-7000
TELECOPIER# (215) 563-5534

FRANK FEDERMAN
LAWRENCE T. PHELAN
HAROLD N. KAPLAN*
JOAN P. BRODSKY*
MARK J. UDRENT†
LISA S. MARGOLIS*

*ADMITTED IN PA AND N.J.
†ADMITTED IN PA, N.J. AND FL

ADMINISTRATOR
DONALD E. GOODMAN

NEW JERSEY OFFICE
SUITE 505
SENTRY OFFICE PLAZA
216 HADDON AVENUE
WESTMONT, NEW JERSEY 08108
(609) 858-5115
TELECOPIER# (609) 858-9462

PLEASE REPLY TO
THE PHILADELPHIA OFFICE

Date: January 6, 1992

Office of the Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

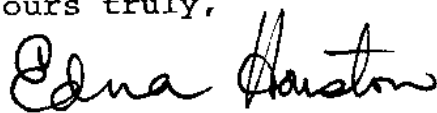
RE: PETTEBONE, O
402 Surrey Lane
Bloomsburg, PA 17815

Gentlemen:

Please POSTPONE the sale of the captioned property now scheduled for Thursday January 9, , 1992. The property will be relisted for Thursday February 13, 1992.

The Postponement is necessary because the Continuation search that we ordered was not sent to us in time for us to notify the Lien holders within the time limit set forth by the Pennsylvania Rules of Civil Procedure.

Yours truly,


Edna Houston/for
Frank Federman

FF/eh

CC: Carteret Savings Bank 601788-3
Attn: Pat Berner
Department of Veterans Affairs #402-683

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

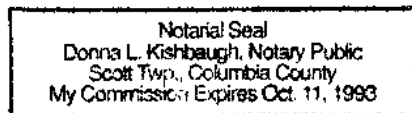
Lorraine Kreischer, Publisher's Assistant, being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on December 19, 26, 1991 & January 2, 1992, exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise is interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Lorraine Kreischer

Sworn and subscribed to before me this 1st day of January 1992.

Donna L. Kishbaugh
(Notary Public)

My Commission Expires



Member, Pennsylvania Association of Notaries

And now, 1992, I hereby certify that the advertising and publication charges amounting to \$ for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

OFFICE OF SHERIFF
COLUMBIA COUNTY
JAN 7 8 52 AM 1992
FEDERMAN, NELL HELEN

SUITE 200
TWO PENN CENTER PLAZA
CHIEF DEPUTY
PHILADELPHIA, PA 19102-1700
(215) 563-7000
TELESCOPIER (215) 563-3504

FRANK FEDERMAN
LAWRENCE T. FHELAN
HAROLD N. KAPLAN
JOHN R. SPODSKY
MAYOR
LISA A. MARCOLIS
ADMINISTRATOR
FEDERMAN, NELL HELEN
FEDERMAN, NELL HELEN

ADMINISTRATOR
DONALD E. GOODMAN

NEW JERSEY OFFICE
SUITE 200
SENTRY OFFICE PLAZA
810 HADDON AVENUE
WESTMONT, NEW JERSEY 08066
(609) 818-5110
TELESCOPIER (609) 818-2402

TELETYPE TRANSMISSION

Please Refer to
THE PHILADELPHIA OFFICE

Date: 1-6-92

FAX No. 717-784-0257

To: Columbia County
Sheriff's Office
Attn: Barry
Departments

From: Edna Hovind

Please call (215) 563-7000
if there are transmission
problems.

Number of Pages: 2
Including this transmittal (1)

Subject:

Replies:

LAW OFFICES
FEDERMAN AND PHELAN

SUITE 900
TWO PENN CENTER PLAZA
PHILADELPHIA, PA 19102-1700
(215) 563-7000
TELECOPIER# (215) 563-5534

FRANK FEDERMAN
LAWRENCE I. PHELAN
HAROLD N. KAPLAN*
JOAN P. BRODSKY*
MARK J. UDRENT†
LISA S. MARGOLIS*
*ADMITTED IN PA AND N.J.
†ADMITTED IN PA, N.J. AND FL

ADMINISTRATOR
DONALD E. GOODMAN

NEW JERSEY OFFICE
SUITE 508
SENTRY OFFICE PLAZA
218 HADDON AVENUE
WESTMONT, NEW JERSEY 08108
(609) 858-5115
TELECOPIER# (609) 858-0482

PLEASE REPLY TO
THE PHILADELPHIA OFFICE

Date: January 6, 1992

Office of the Sheriff
Columbia County Courthouse
P.O. Box 380
Bloomsburg, PA 17815

RE: PETTEBONE, O
402 Surrey Lane
Bloomsburg, PA 17815

Gentlemen:

Please POSTPONE the sale of the captioned property now scheduled for Thursday January 9, , 1992. The property will be relisted for Thursday February 13, 1992.

The Postponement is necessary because the Continuation search that we ordered was not sent to us in time for us to notify the Lien holders within the time limit set forth by the Pennsylvania Rules of Civil Procedure.

Yours truly,

Edna Houston/for
Frank Federman
FF/eh

cc: Carteret Savings Bank 601788-3
Attn: Pat Berner
Department of Veterans Affairs #402-683

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

24 HOUR OFFICE
(717) 781-6200

PHONE
(717) 781-1991

December 3, 1991

Mr. Frank Federman, Esq.
Suite #900
Two Penn Center Plaza
Philadelphia, Pa. 19102

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

VS. 90 of 1991 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Tuesday December 3, 1991 POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Oliver B. Pettebone III
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent.

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

SO ANSWERS:

J.H. Dent

DEPUTY SHERIFF

SHERIFF, HARRY A. ROADARMEL, JR.

SWORN AND SUBSCRIBED BEFORE ME

THIS 3rd

DAY OF December 1991.

Tamir B. Kline
TAMIR B. KLINE, PROTHONOTARY OF / ENB
COLUMBIA COUNTY

- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.

1. Addressee's Address

4a. Article Number P 373 528 128

4b. Service Type ☐ Registered ☐ Insured

☒ Certified ☐ COD

☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery
MAY 93

8. Addressee's Address (Only if requesting and fee is paid)

SENDER:

- Complete items
- Complete items
- Print your name at that we can return the
- Attach this form to back if space does not
- Write "Return Receipt" on the article number.

I also wish to receive the following services from the following:

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for further information.

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

6. Signature (Agent)

5. Signature (Addressee)

3. Article Addressed to:

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

4a. Article Number
P 373 528 127

4b. Service Type
☐ Registered ☐ Insured

4c. COD ☐

4d. Express Mail ☐

7. Date of Delivery

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

2. ☐ Restricted Delivery 90

1. ☐ Addressee's Address

SENDER:

• Complete items 1 & 2 for additional services.

• Complete items 3, 4a & b.

• Print your name and address on the reverse of this form so that we can 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 the article number.

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

6. Signature (Agent)

5. Signature (Addressee)

3. Article Addressed to:

Meridian Bancard Services
900 Market Street Mail
Wilmington, DE 19899

4a. Article Number
P 373 528 124

4b. Service Type
☐ Registered ☐ Insured

4c. COD ☐

4d. Express Mail ☐

7. Date of Delivery

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

2. ☐ Restricted Delivery 90

1. ☐ Addressee's Address

SENDER:

• Complete items 1 & 2 for additional services.

• Complete items 3, 4a & b.

• Print your name and address on the reverse of this form so that we can 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 the article number.

PS Form 3811, October 1990 U.S. GPO: 1990-273-861

6. Signature (Agent)

5. Signature (Addressee)

3. Article Addressed to:

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

4a. Article Number
P 373 528 125

4b. Service Type
☐ Registered ☐ Insured

4c. COD ☐

4d. Express Mail ☐

7. Date of Delivery

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

2. ☐ Restricted Delivery 90

1. ☐ Addressee's Address

SENDER:

• Complete items 1 & 2 for additional services.

• Complete items 3, 4a & b.

• Print your name and address on the reverse of this form so that we can 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 the article number.

COLUMBIA COUNTY TAX CLAIM BUREAU
LIEN CERTIFICATE

Date _____, 19____

OWNER OR REPUTED OWNER

DESCRIPTION OF PROPERTY

PARCEL NUMBER

IN _____ Township
Borough
City

This is to certify that, according to our records, there are no unpaid Taxes on
the above mentioned property as of December 31, 19____.

Requested by: _____

COLUMBIA COUNTY TAX CLAIM BUREAU

FEE - \$2.00

PD
2-4-92

VA Form 26-6326 (Home Loan)
Revised June 1975. Use Op-
tional Section 1310, Title 38
U.S.C. Acceptable to Federal
National Mortgage Association.

PENNSYLVANIA

MORTGAGE

THIS INDENTURE, made the 19 day of APRIL in the
year of our Lord one thousand nine hundred and eighty-three, BETWEEN
OLIVER B. PETTEBONE, III (hereinafter called Mortgagor) and
THE LOMAS & NETTLETON COMPANY
a corporation organized and existing under the laws of the State of Connecticut, and having
its principal office and post-office address in New Haven, Connecticut
(hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of

THIRTY-ONE THOUSAND AND 00/100
Dollars (\$ 31,000.00), with interest from date, at the rate of TWELVE per centum
(12.00%) per annum on the unpaid balance until paid, as provided in a Note of even date herewith,
from the Mortgagor to the Mortgagee, in monthly installments of THREE HUNDRED EIGHTEEN AND 99/100
Dollars (\$ 318.99), commencing on the first day of JUNE, 19 83, and
continuing thereafter on the first day of each month until such debt is fully paid, except that, if not
sooner paid, the final payment thereof shall be due and payable on the first day of MAY
2013, and also to secure the performance of all covenants, agreements and conditions herein con-
tained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee,
ALL the following described real property situate in the Township of Montour
County of Columbia and Commonwealth of Pennsylvania, to wit:

ALL THAT CERTAIN piece, parcel and tract of land situate in the Township of
Montour, County of Columbia and State of Pennsylvania, bounded and described
more fully as follows, to-wit:

BEGINNING at an iron pin situate along the southerly right-of-way line of
Surrey Lane, said point being on the westerly line of lands of Nancy Wintersteen;
thence along the lands of Nancy Wintersteen, South 14° 02' 40" East 350.03
feet to a found iron rod situate along the northerly right-of-way line of
the Reading Company Railroad; thence along the said right-of-way line, South
73° 22' 20" West 732.78 feet to an iron rod set in line of other lands of
Glen and Harriette Zeisloft; thence along the lands of Glen and Harriette
Zeisloft, North 15° 48' 40" West 162.76 feet to an iron rod set; thence
continuing by the same North 28° 14' East 204.47 feet to a found iron pipe in
the Southwesterly corner of lands of Robert C. Middleton and being Lot No. 15;
thence along the southerly line of the lands of Robert C. Middleton, lands
of Donald B. Thomas, lands of Donald E. McHenry and lands of Bruce A. Mowery
and being along the southerly line of Lots 15, 14, 13 and 12, North 80° 20'
East 451.34 feet to an iron pipe corner in the southeasterly corner of lands
of Bruce A. Mowery, being Lot No. 12; thence along the easterly line of Lot
12, being lands of Bruce A. Mowery, North 5° 40' West 124.46 feet to a found
iron pipe on the southerly right-of-way line of aforesaid Surrey Lane; thence
along the southerly line of Surrey Lane, North 84° 26' East 132.78 feet to
the point and place of BEGINNING. CONTAINING 4.858 acres of land. Aforesaid
description prepared in accordance with draft of survey of James D. Creasy,
R. S., dated December 29, 1982.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as
well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages,
ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever
thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and
profits thereof, and in addition thereto the following described household appliances, which are, and shall
be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness
herein mentioned, namely,

All Plumbing, Heating, Lighting, Cooking Equipment, Refrigerator, Vent Fan, and
Wall-to-Wall Carpeting.

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

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

This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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

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

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

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

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

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

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

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

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Oliver B. Petrone, III (SEAL)
OLIVER B. PETRONE, III (SEAL)
(SEAL)
(SEAL)

#314
REC'D BY RECORDER
COLUMBIA CO., PA.
APR 19 1983
4 08 PM '83

CERTIFICATE OF RESIDENCE

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

Witness my hand this 19 day of April, 1983

Oliver B. Petrone, III
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF York COLUMBIA

On this 19 day of April, A.D., 1983 before me, the subscriber came the above-named OLIVER B. PETRONE, III and acknowledged the within Indenture of Mortgage to be his act and deed, and desired the same to be recorded as such.

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

My commission expires

RECORDER PLEASE NOTE:

This instrument to be returned to
THE LOMAS & NETTLETON COMPANY
121 North Broad Street
Philadelphia, Pennsylvania 19107

LSN# -7-37-78277
LH# 402-683-PA

COMMONWEALTH
OF
PENNSYLVANIA

MORTGAGE

OLIVER B. PETRONE, III

TO

THE LOMAS & NETTLETON COMPANY
PREMISES: 402 Surrey Lane
Bloomsburg, PA 17815

COMMONWEALTH OF
PENNSYLVANIA
COUNTY OF Columbia

Recorded on this 26th day of April, A.D. 1983, in the Recorder's Office of said County in Newburg Record Book 317, Vol. 222.

Given under my hand and seal of the said office, the day and year aforesaid.
Blair J. Michael, Clerk
Blair J. Michael, Clerk
211 First Street
Mechanicsburg, Pa. 17055

317 REC 225

ASSIGNMENT OF LIEN

Pool No. 59598
Loan No. 073778277

PLEASE RETURN RECORDED
ASSIGNMENT TO:
DAVID S. BROWN
ATTORNEY-AT-LAW
P. O. BOX 674
ADDISON, TEXAS 75001

Date: June 30, 1988

Deed of Trust/Mortgage

Date: 04/19/83

Grantor/Mortgagor: OLIVER B. PETTEBONE, III

Beneficiary/Mortgagee: THE LOMAS & NETTLETON COMPANY

Recorded in the Official Real Property Records of COLUMBIA County, PENNSYLVANIA, as shown below:

Book/Volume: 317

Page: 222

Document/Instrument No.:

Certificate of Title/Torrens No.:

Rec in Columbia Co
Rec Bk 418 pg 903
Oct. 31, 1988 10:50am

Beverly Michael
Rec

Note Secured by Deed of Trust/Mortgage:

Date: 04/19/83

Original Principal Amount: \$31,000.00

Holder of Note and Lien: THE LOMAS & NETTLETON COMPANY,
A CONNECTICUT CORPORATION

Holder's Mailing Address: 1600 VICEROY DRIVE
DALLAS, TEXAS 75266

Assignee: CARTERET SAVINGS BANK, F.A.

Assignee's Mailing Address: 10 WATERVIEW BOULEVARD
PARSIPPANY, NEW JERSEY 07054

Property Subject to Lien: REFER TO MORTGAGE ASSIGNED HEREIN FOR LEGAL DESCRIPTION.

OCT 31 10 50 AM '88
TAX 50.00 FEE 13.00
REC'D BY RECORDER
COLUMBIA CO. PA. CO
461

For value received, Holder of the note and lien assigns them to Assignee and warrants that the lien is valid against the hereinabove described property.

ATTEST:

THE LOMAS & NETTLETON COMPANY

S. L. Connell
S. L. CONNELL,
ASSISTANT SECRETARY

Mary Jo Babcock
MARY JO BABCOCK,
VICE-PRESIDENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

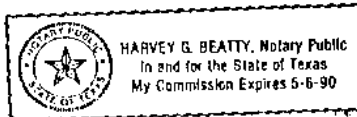
Before me, the undersigned authority, on this day personally appeared MARY JO BABCOCK, VICE-PRESIDENT of THE LOMAS & NETTLETON COMPANY, A CONNECTICUT CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 30th day of June, 1988.

My commission expires:
May 6, 1990.

BOOK 418 PAGE 903

Harvey G. Beatty
Notary Public, State of Texas
HARVEY G. BEATTY



HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P. O. BOX 300
BLOOMSBURG, PA 17815

PHONE
(717) 284-1771

24 HOUR PHONE
(717) 284-6300

November 18, 1991

Mr. Frank Federman, Esq.
Suite #900
Two Penn Center Plaza
Philadelphia, Pa. 19102

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

NO. 90 of 1991 E.D.

WRIT OF EXECUTION -MORTGAGE
FORECLOSURE

SERVICE ON Oliver B. Pettebone III

ON Friday November 15, 1991 AT 3:00 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 WAS SERVED ON
Oliver B. Pettebone III, AT 402 Surrey Lane, Bloomsburg, Pa.

BY DEPUTY SHERIFF J.H. Dent

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

Oliver B. Pettebone III

SO ANSWERS

J.H. Dent

DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 18th

DAY OF November 1991

Tami B. Kline

TAMI B. KLINE, PROTHONOTARY
OF COLUMBIA COUNTY

SHERIFF

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

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

CARTERET SAVINGS BANK, F.A.

VS

OLIVER B. PETTEBONE, III

No. 90 Term 19 91 E.D.
No. 1243 - 90 Term 19 90 A.D.
No. _____ Term 19 _____ J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

PREMISES: 402 Surrey Lane, Bloomsburg, Pa. 17815
(See legal description attached)

Amount Due

Interest from 9/20/91

per diem 7.39

Total

as endorsed.

\$ 44,929.38

\$

\$

Plus costs

Lami B. Kline
(Clerk) Office of Judicial Support, Common Pleas Court
of County, Penna.

Dated Nov. 4, 1991

(SEAL)

ALL THAT CERTAIN piece, parcel and tract of land.

SITUATE in the Township of Montour, County of Columbia and State of Pennsylvania, bounded and described more fully as follows, to wit:

BEGINNING at an iron pin situate along the Southerly Right-of-Way line of Surrey Lane, said point being on the Westerly line of lands of Nancy Wintersteen; thence along the lands of Nancy Wintersteen, South 14 degrees 02 minutes 40 seconds East 350.03 feet to a found iron rod situate along the Northerly Right-of-Way line of the Reading Company Railroad, thence along the said Right-of-Way line, South 73 degrees 22 minutes 20 seconds West 732.78 feet to an iron rod set in line of other lands of Glen and Harriette Zeisloft; thence along the lands of Glen and Harriette Zeisloft, North 13 degrees, 48 minutes 40 seconds West 162.76 feet to an iron rod set; thence continuing by the same North 28 degrees 14 minutes East 204.47 feet to a found iron pipe in the Southwesterly corner of lands of Robert C. Middleton and being Lot #15; thence along the Southerly line of the lands of Robert C. Middleton, lands of Donald B. Thomas, lands of Donald E. McHenry and lands of Bruce A. Mowery and being along the Southerly line of Lots 15, 14, 13 and 12, North 80 degrees 20 minutes East 451.34 feet to an iron pipe corner in the Southeasterly corner of lands of Bruce A. Mowery, being Lot #12; thence along the Easterly line of Lot 12, being lands of Bruce A. Mowery, North

5 degrees 40 minutes West 124.46 feet to a found iron pipe on the Southerly Right-of-Way line of aforesaid Surrey Lane; thence along the Southerly line of Surrey Lane, North 84 degrees 26 minutes East 132.78 feet to the point and place of beginning.

CONTAINING 4,858 acres of land. Aforesaid description prepared in accordance with draft of survey of James D. Creasy, R. S., dated 12/29/1982.

TAX PARCEL #25-02A-31-2

HAVING erected thereon a dwelling known as 402 Surrey Lane.

Title to said premises is vested in Oliver B. Pettebone, III by Deed from Glen A. Zeisloft and Harriette V. Zeisloft, his wife dated 4/18/83 and recorded 4/26/83 in Deed Book 317 page 220.

(caption)

AFFIDAVIT PURSUANT TO RULE 3129.1

CARTERET SAVINGS BANK, F.A., plaintiff in the above action,
sets forth of the date the praecipe for the writ of execution was
filed the following information concerning the real property
located at 402 SURREY LANE, BLOOMSBURG, PA. 17815 :
(describe the real property to be sold or attach
a description as an exhibit)

1. Name and address of owner(s) or reputed owner(s):

Name

Address (if address cannot be reasonably ascertained, please so indicate)

Oliver B. Pettebone, III

402 Surrey Lane, Bloomsburg, Pa. 17815

2. Name and address of defendant(s) in the judgment:

Name _____

Address

same as above

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

Name

Address

MERIDIAN BANCARD SERVICES

900 MARKET STREET MALL, WILMINGTON, DE 19899

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

Name	Address
NONE	

5. Name and address of every other person who has any record lien on the property:

Name	Address
NONE	

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

Name	Address
NONE	

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

Name	Address
<u>NONE</u>	

(Attach separate sheet if more space is needed)

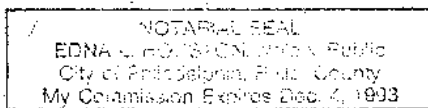
I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. Sec. 4904 relating to unsworn falsification to authorities.

10/25/91
Date

FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 25th
day of October, 1991

Edna J. Houston
NOTARY PUBLIC



COLUMBIA COUNTY

CARTERET SAVINGS BANK, F.A.

VS

OLIVER B. PETTEBONE, III

NO. 1243-90

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

TO: Oliver B. Pettebone, III
402 Surrey Lane
Bloomsburg, Pa. 17815

Your house (real estate) at 402 SURREY LANE, BLOOMSBURG, PA.,
17815, is scheduled to be sold at Sheriff's Sale
on 11: 00 a.m. in the Office of the Sheriff
Columbia County Courthouse, Bloomsburg, PA to enforce the Court
Judgment of \$ 44,929.38, obtained by CARTERET SAVINGS BANK,
F.A. (the mortgagee) against you. If the sale is
postponed, the property will be relisted for Sheriff's sale.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale you must take immediate
action:

1. The sale will be cancelled if you pay to the mortgagee the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: (215) 563-7000
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice on page two on how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE
OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling - (215) 563-7000

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

3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call

4. If the amount due from the Buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff on _____ 19 . This schedule will state who will be receiving the money. The money will be paid out in accordance with this schedule unless exceptions (reason why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after _____ 19 .

7. You may also have other rights and defenses, or ways of getting your home back, if you act immediately after the sale.

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

FRED TRUMP, COURT ADMINISTRATOR
Columbia County Courthouse
Bloomsburg, PA 17815
(717) 784-1991 Ext. 267

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FRANK FEDERMAN, ESQ.
IDENTIFICATION NO. 12248
SUITE 900
TWO PENN CENTER PLAZA
PHILADELPHIA, PA. 19102
(215) 563-7000

ATTORNEY FOR PLAINTIFF

CARTERET SAVINGS BANK, F.A.

VS

OLIVER B. PETTEBONE, III

COURT OF COMMON PLEAS
Civil DIVISION

TERM,

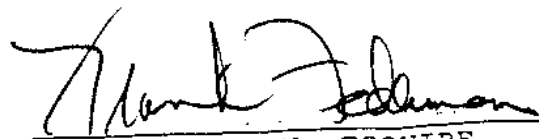
No. 1243 - 90

C E R T I F I C A T I O N

Frank Federman, Esquire, hereby states that he is the attorney for the Plaintiff in the above-captioned matter and that the premises are not subject to the provisions of Act 91 because it is:

- () an FHA mortgage
- () non-owner occupied
- () vacant
- (xxx) Act 91 procedures have been fulfilled

This certification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

COLUMBIA COUNTY

CARTERET SAVINGS BANK, F.A.

Court of Common Pleas
Civil Division

v.

OLIVER B. PETTEBONE, III

No. 1243 - 90

AFFIDAVIT PURSUANT TO RULE 3129
(Affidavit No. 1)

CARTERET SAVINGS BANK, F.A., plaintiff in the
above action by its attorney, Frank Federman, Esquire, sets forth
as of the date the praecipe for the writ of execution was filed
the following information concerning the real property located at
405 SURREY LANE, BLOOMSBURG, PA. 17815.

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Last Known Address (if address cannot be
<u>Olvier B. Pettebone, III</u>	<u>402 Surrey Lane, Bloomsburg, Pa. 17815</u>
_____	_____
_____	_____

2. Name and address of Defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please indicate)
<u>same as above</u>	_____
_____	_____
_____	_____

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.


FRANK FEDERMAN, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 25th day
of October 1991



NOTARY PUBLIC
EDNA J. HOUSTON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 4, 1993

ORL FOR SERVICE - REAL ESTATE

(All information from Attorney must be filled in before service can be made)

ONE "ORDER FOR SERVICE" FOR EACH ADDRESS

DATE: October 25, 1991

COLUMBIA

TO: SHERIFF OF ~~DELAWARE~~ COUNTY

FROM: Attorney FEDERMAN AND PHELAN, ESQ.
Address Two Penn Center Plaza - Suite 900
Phila., PA 19102
Phone 215-563-7000

PLAINTIFF: CARTERET SAVINGS BANK, F.A.

VS

DEFENDANT: OLIVER B. PETTEBONE, III

NUMBER: 1243-90

EXACT ADDRESS OF PROPERTY TO BE SOLD

House # & Street 402 Surrey Lane, Bloomsburg, PA 17815
Boro. or Twp. Township of Montour
Folio # #25-02A-31-2

(If no street address, please submit a plot plan or map to locate)

SERVE 3129 NOTICE OF SALE BY:

TO: Oliver B. Pettebone, III

ADDRESS: 402 Surrey Lane
Bloomsburg, PA 17815

CERT. &
ORD. MAIL

PERS.
SERV.

COURT
ORDER

DATE
SERVED

SPECIAL INSTRUCTIONS:

PLEASE SERVE DEFENDANT PERSONALLY AT THE ABOVE ADDRESS.

SERVICE NOT MADE BECAUSE:

(All information from Attorney must be filled in before service can be made)

ONE "ORDER FOR SERVICE" FOR EACH ADDRESS

DATE: October 25, 1991

COLUMBIA

TO: SHERIFF OF ~~DELAWARE~~ COUNTY

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Bloomsburg, PA 17815

CERT. & ORD. MAIL	PERS. SERV.	COURT ORDER	DATE SERVED
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SPECIAL INSTRUCTIONS:

PLEASE SERVE DEFENDANT PERSONALLY AT THE ABOVE ADDRESS,

SERVICE NOT MADE BECAUSE:

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6100

PRESS/ENTERPRISE
Lackawanna Avenue
Bloomsburg, PA 17815

Date: November 18, 1991

Re: Sheriff's Sale Advertising Dates

Carteret Savings Bank, FVA, Oliver B. Pettebone, III

No. 90 of 1991 ED No. 1243 of 1990 JD

Dear Sir:

Please advertise the enclosed SHERIFF SALE on the following dates:

1st week December 19, 1991

2nd week December 26, 1991

3rd week January 2, 1992

Feel free to contact me if you have any questions.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380

BLOOMSBURG, PA 17815

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

To: Meridian Bancard Service
900 Market Street Mall
Wilmington, DE 19899

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone, III

No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784 6300

Date: November 18, 1991

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

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone, III

No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

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

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone III

No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

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

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone, III
No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Note: Also enclosed is a copy of the Writ of Execution and list of recorded lien holders.

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

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

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone, III
No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

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

Re: Carteret Savings Bank, F.A. VS. Oliver B. Pettebone, III

No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Respectfully,

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

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

PHONE
(717) 784-1991

24 HOUR PHONE
(717) 784-6300

Date: November 18, 1991

To: Bert L. Leiby
Tax Collector
121 Legion Road
Bloomsburg, Pa. 17815

Re: Carteret Savings Bank, F.A. vs. Oliver B. Pettebone, III

No: 90 of 1991 ED No: 1243 of 1990 JD

Dear Sir:

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

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

Note: Please send the Sheriff's Office Respectfully,
a copy of the unpaid tax's.

Harry A. Roadarmel, Jr.
Sheriff of Columbia County

FEDERMAN & PHELAN
ATTORNEY ESCROW ACCOUNT
TWO PENN CENTER PLAZA - SUITE 900
PHILADELPHIA, PA. 19102

IN PAYMENT FOR

60-148/319

510

PAY

Seven hundred Fifty

no

DOLLAR

DATE	TO THE ORDER OF	CHECK NO.
10-3-91	Office of the Sheriff, Columbia Co. N.Y., Bittabone	72

JEFFERSON BANK
PHILADELPHIA, PA 19103

Frank Federman

⑈000510⑈ ⑆031901482⑆ 90 28894⑈

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 90 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 JANUARY 9, 1992

11:00 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, parcel and tract of land.

SITUATE in the Township of Montour, County of Columbia and State of Pennsylvania, bounded and described more fully as follows, to wit:

BEGINNING at an iron pin situate along the Southernly Right-of-Way line of Surrey Lane, said point being on the Westerly line of lands of Nancy Wintersteen; thence along the lands of Nancy Wintersteen, South 14 degrees 02 minutes 40 seconds East 350.03 feet to a found iron rod situate along the Northernly Right-of-Way line of the Reading Company Railroad, thence along the said Right-of-Way line, South 73 degrees 22 minutes 20 seconds West 732.78 feet to an iron rod set in line of other lands of Glen and Harriette Zeisloft; thence along the lands of Glen and Harriette Zeisloft, North 13 degrees, 48 minutes 40 seconds West 162.76 feet to an iron rod set; thence continuing by the same North 28 degrees 14 minutes East 204.47 feet to a found iron pipe in the Southwesterly corner of lands of Robert C. Middleton and being Lot #15; thence along the Southernly line of the lands of Robert C. Middleton, lands of Donald B. Thomas, lands of Donald E. McHenry and lands of Bruce A. Mowery and being along the Southernly line of Lots 15, 14, 13 and 12, North 80 degrees 20 minutes East 451.34 feet to an iron pipe corner in the Southeasternly corner of lands of Bruce A. Mowery, being Lot #12; thence along the Easterly line of Lot 12, being lands of Bruce A. Mowery, North 5 degrees 40 minutes West 124.46 feet to a found iron pipe on the Southernly Right-of-Way line of aforesaid Surrey Lane; thence along the Southernly line of Surrey Lane, North 84 degrees 26 minutes East 132.78 feet to the point and place of beginning.

CONTAINING 4.858 acres of land. Aforesaid description prepared in accordance with draft of survey of James D. Greasy, R.S., dated 12/29/1982.

TAX PARCEL #25-02A-31-2

HAVING erected thereon a dwelling known as 402 Surrey Lane.

Title to said premises is vested in Oliver B. Pettebone, III by Deed from Glen A. Zeisloft and Harriette V. Zeisloft, his wife dated 4/18/83 and recorded 4/26/83 in Deed Book 317 page 220.

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

Seized and taken in execution at the suit of CARTERET SAVINGS BANK, F.A. Vs Oliver B. Pettebone, III.

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

Frank Federman, Esquire
Attorney for Plaintiff

SHERIFF'S SALE

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BEGINNING at an iron pin situate along the Southerly Right-of-Way line of Surrey Lane, said point being on the Westerly line of lands of Nancy Wintersteen; thence along the lands of Nancy Wintersteen, South 14 degrees 02 minutes 40 seconds East 350.03 feet to a found iron rod situate along the Northerly Right-of-Way line of the Reading Company Railroad, thence along the said Right-of-Way line, South 73 degrees 22 minutes 20 seconds West 732.78 feet to an iron rod set in line of other lands of Glen and Harriette Zeisloft; thence along the lands of Glen and Harriette Zeisloft, North 13 degrees, 48 minutes 40 seconds West 162.76 feet to an iron rod set; thence continuing by the same North 28 degrees 14 minutes East 204.47 feet to a found iron pipe in the Southeastly corner of lands of Robert C. Middleton and being Lot #15; thence along the Southerly line of the lands of Robert C. Middleton, lands of Donald B. Thomas, lands of Donald E. McHenry and lands of Bruce A. Mowery and being along the Southerly line of Lots 15, 14, 13 and 12, North 80 degrees 20 minutes East 451.34 feet to an iron pipe corner in the Southeastly corner of lands of Bruce A. Mowery, being Lot #12; thence along the Easterly line of Lot 12, being lands of Bruce A. Mowery, North 5 degrees 40 minutes West 124.46 feet to a found iron pipe on the Southerly Right-of-Way line of aforesaid Surrey Lane; thence along the Southerly line of Surrey Lane, North 84 degrees 26 minutes East 132.78 feet to the point and place of beginning.

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Seized and taken in execution at the suit of CARTERET SAVINGS BANK, F.A. Vs Oliver B. Pettebone, III.

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

Frank Federman, Esquire
Attorney for Plaintiff

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

HARRY A. ROADARMEL, Jr.
Sheriff of Columbia County

Frank Federman, Esquire
Attorney for Plaintiff

SHERIFF'S SALE

AV
5210

ml
6646