LIEN CERTIFICATE

DATEApril 3	29, 1992		
This is to	certify t	hat according to ou	ir records, the
		Claim Bureau again	
		December 31, 19 <u>91</u> ,	
inBerwick	Boro	the first and the state and th	ë as follows:
Owner or Reputed	Owner!	Hook, Keith Willi	am III
Former Uwner!		Not In Our System	, Mil Jan Bar (12) (12) (13) (13) (14) (15) (15) (15) (15) (15) (15) (15) (15
Parcel No		04.4-9-19	
Description		223 S. Warren St.	Lot 5
,	YEAR	<u>tutal</u>	
!	1991	\$457.35	
•	TOTAL	\$457.35	
		present the Amount(
Requested by:	Columbia Co	ounty Sheriff's Departme	ent
Fee! \$5.00		The part of the first first first first first first first one was been the size that was put	, make taken t
6/30/25		Dennis Long Director	



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-**1991**

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

24 HOUR PHONE (717) 784-6300

June 30, 1992

Mr. Bradford J. Harris, Esquire COING & PLANK 140 East King Street Lancaster, Pa. 17602

Dear Sir:

Enclosed is CK#4398 in the amount of \$18,498.24, which represents payment for the Sheriff's Sale No. 773 of 1991, Atlantic Financial Federal-WV Vs Keith William Hook, III.

If you have any questions, please contact us.

Sincerely,



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

PHONE (717) 784-1991 24 HOUR PHONE (717) 784-6300

June 30, 1992

Mrs. Connie K. Gingher Tax Collector 120 R. E. Third St., Berwick, Pa. 18603

Dear Sir:

Enclosed is CK#4394 in the amount of \$139.94, which represents payment for the un-paid Tax's on the Hook property sold at Sheriff's Sale.

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 PHONE (717) 784-6300

June 30, 1992

Berwick Borough Sewer Authority 344 Market St., Berwick, Pa. 18603

Dear Sir:

Enclosed is CK#4397 in the amount of \$1,084.64, which represents payment for the un-paid sewer bill on the Hook property sold at Sheriff's Sale.

If you have any questions, please contact us.

Sincerely,

J.H./ Dent



SHERIFF OF COLUMBIA COUNTY

PHONE (717) 784-1991 COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

June 30, 1992

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

Dear Sir:

Enclosed is CK#4390 in the amount of \$235.62, which represents payment for the advertising of the Sheriffs Sale No. 773 of 1991 against Keith William Hook III. The Sale was advertised May 14, 21 and 28.

If you have any questions please contact us.

Sineerely,



SHERIFF OF COLUMBIA COUNTY

egons (717) 784-1**991** COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815

24 HOUR PHONE (717) 784-6300

June 30, 1992

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

Dear Sir:

Enclosed is CK#4391 in the amount of \$50.00, which represents payment for the expert legal work on the Hook Sheriff's Sale. As usual, your presents was appreciated and everything went smooth.

If you have any questions, please contact us.

Since tely,

Deputy Sheriff

Note: As the old saying goes, it's not the size of something, it's the quality.

SHERIFF'S SALE

Distribution Sheet

Atlantic Financial Federal-W	vs. <u>Keith Will</u>	iam Hook, III	
NO. 773 of 1991 JD	DATE OF SALE	: <u>June 18, 199</u>	92 11:00 A.M.
I HEREBY CERTIFY AND RETURN, That in and took into execution the within described real estand place of sale, by advertisements in divers public by bailiwick, I did on (date) June 18, 1992 the Court House, in the Town of Bloomsburg, Pe	tate, and after having given ic newspapers and by hand and (time)	n due legal and time lbills set up in the r 11:00 A.M.	ely notice of the time most public places in , of said day
then and where I sold the same to Robert E. I	Francis		
or the price or sum of Twenty Thousand and (One Hundred	(\$20,100.00)	
ighest and best bidder, and that the highest and be	est price hidden for the say		_
•	00 100 00	ite, winen i nave a	pprice us ronows.
Bid Price			
Poundage Transfer Taxes	402.00 402.00		
Total Needed to Purchase			20,904.00
Amount Paid Down			2,010.00
Balance Needed to Purchase			18,894.00
XPENSES:			
Columbia County Sheriff - Costs	s 307.71		
Poundage	402,00	<u> </u>	709.71
Newspaper			235.62
Printing			
Solicitor			50.00
Columbia County Prothonotary			
Columbia County Recorder of Deeds -	Deed copy w		33.50
201411111	Realty transfer to		402.00
	State sta		
Tax Collector (Borough of Berwick		·)	139.94
Columbia County Tax Assessment Office	Deliquent Tax's	••••	462.35
State Treasurer			38.00
Other: Borough of Berwick Sewer Aut	thority		1.084.64
	TOTAL EXPENS	ES: \$	3,155,76
	Total Nasdai ta Dusa	nase \$	20,904.00
	Total Needed to Purch Less Expe		3.155.76
	Net to First Lien Ho		17.748.24
	Plus Dep		750.00
	Total to First Lien Ho		18,498.24
Sheriff's Office, Bloomsburg, Pa. So a	answers		
Columbia County	HARRY A. RO	DATDARMET.	Sheri

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 773 OF 1991 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 HICHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY JUNE 18, 1992 11:00 A.M.

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

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 aforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in D.A. Michael's Susquehanna Addition to West Berwick, Now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook III.

Parcel ID No. 04D-9-19.

Seized in execution under Judgement No. 773 of 1991 in the Court of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

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

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

Bradford J. Harris, Esquire for Plaintiff

PAY TO THE COLUMNICATION BALLEY COLUMNICATION DEVICES DEPARTMENT DE LA PROPERTIE DE LA PROPER	ROBERT E. FRANCIS ESTHER FRANCIS	1414
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balsauber it ylnO) seater's Address (Only it requested as and tee is paid)	5. Signature (Addressee)		: ;	(Addressee)	Ę	Box rdelj		eturn Recel umber. – Addressed	return this card to you. is form to the front of the does not permit.
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DOMESTIC RETURN RECEIPT

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BET DOMESTIC RETURN RECEIPT	PS Form 3811, October 1990 (Lu.s. GPO: 1990-273-861
	6. Signature (Agent)
Addressee's Address (Only if requested and fee is paid)	5. Signature (Addressee)
7. Rep of Delivery	
Express Mail Seturi: Receipt for Merchandise	Wilkes-Barre, Pa. 18701
☑ Contified ☐ COD	Room 2327
☐ Registered ☐ Insured	20 N Pennsylvania Ave
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Bloomsburg, Pa. 17815	Mail
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PS Form 3811, October 1990 (du.s. GPO: 1990–273-861	DOMESTIC RETURN RECEIPT
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blodmsburg, ra. 1/0.10] []
	Express Mall Merchandise
	7. Date of Delivery
5. Signature (Addressee)	 Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

Form 3871, October 1990 cu.s. GPO: 1990-273-861 DOMESTIC RETURN RECEIPT

SHERIFF'S SALE

Distribution Sheet

	lliam Hook, III	
O	E: June 18, 19	92 11:00 A.M.
)ED		
I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue took into execution the within described real estate, and after having given place of sale, by advertisements in divers public newspapers and by have builtwick, I did on (date)	en due legal and time ndbills set up in the i 11:00 A.M. remises to sale at pub	ely notice of the timest public places, of said delic vendue or outcome.
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the price or sum of Twenty Thousand and One Hundred	* * * * * * * * * * * * * * * * * * * *	
hest and best bidder, and that the highest and best price bidden for the s		
Bid Price	anic, which I have a	pprice as ronows.
Poundage		
Transfer Taxes 402.00		
Total Needed to Purchase	·	20,904.00
Amount Paid Down		2,010.00
Balance Needed to Purchase		18,894.00
PENSES:		
Columbia County Sheriff - Costs \$ 307.71	•	
Poundage	 \$.	709.71
Newspaper		235,62
Printing		50.00
Solicitor		50.00
Columbia County Prothonotary		33.50
Columbia County Recorder of Deeds - Deed copy		
Realty transfer State st		402.00
Tax Collector (Borough of Berwick	amps .	139.94
Columbia County Tax Assessment Office Deliquent Tax's	,	462.35
State Treasurer		38.00
Other: Borough of Berwick Sewer Authority		1,084.64
	 .	
TOTAL EXPEN	SES: \$	3,155,76
Total Needed to Pure	chase \$	20,904.00
Less Exp	enses	3.155.76
Net to First Lien H	older	1 7.748.24
Plus De	-	750.00
Total to First Lien H	older \$	18,498, 24
eriff's Office, Bloomsburg, Pa. So answers		
Columbia County HARRY A. R	OADARMEL	She

SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

Atlantic Financial Federal-WV	VS	<u>Keith William Hool</u>	<u>, III</u>
NO. 773 of 1991	E.D.	NO	J.D.
DATE OF SALE: June 18, 1992 a	t 11:00 A.M.		
BID PRICE (INCLUDES COSTS)		\$ 20,100.00	
POUNDAGE 2% BID PRICE		\$ <u>403.00</u> \$ <u>40.20.00</u>	
TRANSFER TAX 2% BID PRICE		\$	
MISC. COSTS		\$	
TOTAL NEEDED TO PURCHASE			1 20, 904 60
PURCHASER(S): Robert ADDRESS: Robert NAME(S) ON DEED: Robe PURCHASER(S) SIGNATURE(S):	E FRI X 195° REJE	ANCIS 73 MISSHING FRANCIS Nones	59-3432 11/4, 817
AMOUNT RECEIVED BY SHERIFF FR	OM PURCHASER	R(5) :	. 0
		TOTAL DUE	*
		LESS DEPOSIT	\$
		DOWN PAYMENT	\$ 2,010,00
•	•	AMOUNT DUE IN EIGHT DAYS	\$ 18, 89-1.00

"HERIFF'S SALE - COSTS SHEF"

Atlantic Financial Federal-WVVS	Keith Wi	lliam Hook, III	
NO. 773 of 1991 E.D. NO.	J,D,	DATE OF SALE_	June 18, 1992
DOCKET & LEVY SERVICE [AILING ADVERTISING, SALE BILLS & NEWSPAPERS POSTING HANDBILLS		\$ 14.00 126.00 34.77 9.00	11:00 A.M.
MILEAGE CRYING/ADJOURN OF SALE SHERIFF'S DEED DISTRIBUTION		14 00 30 00 17 00 10 00 17 00	•
OTHER Copies 33 AT THE		6906	
			301111
Press-Enterprise, Inc. Henrie Printing Solicitor's Services		\$ <u>925.62</u> <u>5050</u>	
TOTAL .			28562
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER			
TOTAL .			
RECORDER OF DEEDS: COPYWORK DEED OTHER	·	\$ 30.00 13.50	
TOTAL .			33.30
REAL ESTATE TAXES: BOROUGH/TWP. & COUNTY TAXES, 19	9 <u>19</u>	\$ <u>139.94</u> <u>457.35</u>	<u>597</u> , 24
Total .	t		
MUNICIPAL RENTS: SEWER - MUNICIPALITY - 300 - 10	19 3	\$ 1,084.61	
TOTAL .			10000
SURCHARGE FEE: (STATE TREASURER) TOTAL			。 3 8いか
Miscellaneous: TAXCLAND		\$_5.00	
TOTAL .		. . \$_	
TOTAL COS	STS		2 51100

Northeastern Bank of Pennsylvan' Berwick Office 1502 West Front Street Berwick, PA 18603-4321 217-252-2783

MORTHEASTERN BANK

May 20, 1992

IN RE: ROBERT E. FRANCIS
ESTHER FRANCIS

TO WHOM IT MAY CONCERN:

Northeastern Bank of Pa. will honor any checks written on the above mentioned in the amount up to and including Four Thousand Dollars. (\$4,000.00).

Marke Skarkski Blesca Digs.
Northeastern Bank of Pa.

ROBERT E. FRANCIS ESTHER FRANCIS BOX 195		14:
PAY TO THE COLUMBIA COL	- B C/A - A - A -	,92 ·
- Two THOUSERS	ZISTON I	\$ 2010.
PRORTING ASTERN BARRY Service Office Service, Printerpressor 19903 A PNC BANK		-DÖLLARS
MEMO	1 LITA	Varai

STATE OF PENNSYLVANIA COUNTY OF COLUMBIA SS:

Larraine 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 . May. 14, .21, .28
Sworn and subscribed to before me this day of
(Notary Public)
My Commission Expires Noterial Seal Dennis L. Ashentelder, Notary Public Scott Twp., Columbia County My Commission Expires July 3, 1995 Member, Panneylventia Association of Notation
And now,

LAW OFFICES GOING AND PLANK 140 EAST KING STREET LANCASTER, PA. 17602

BERNARD M. ZIMMERMAN 1930-1975

ROBERT M. GOING DENNIS L. PLANK ROBERT M. GOING, JR. BRADFORD J. HARRIS

May 15, 1992

Prothonotary Office Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

Re: ATLANTIC FINANCIAL FEDERAL-WV

vs. KEITH WILLIAM HOOK, III

No. 773 of 1991

Gentlemen:

Please file and docket the enclosed Affidavit of Service for the above-captioned case, and return a time-stamped copy to our office in the enclosed self-addressed, stamped envelope.

Thank you for your time and cooperation. Please do not hesitate to telephone me (or Brad Harris in my absence) if you have any questions regarding this matter.

Very truly yours,

GOING & PLANK

By: Sarrage

Erika March Legal Assistant

Enclosures

cc: Columbia County Sheriff's Office

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff.

:

vs.

:

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant.

AFFIDAVIT OF SERVICE OF NOTICES OF SHERIFF SALE OF REAL PROPERTY

- 1. We, GOING & PLANK, are the attorneys for Plaintiff in the above-captioned case, and as such, are and were authorized to execute this Affidavit and effect the actions hereinafter described.
- 2. In accordance with Pa.R.C.P. 3129.1 et seq., we mailed by ordinary first class mail copies of the Notice of Sheriff Sale of Real Property in the above-captioned matter, which Notices (exclusive of the legal description of the real property attached to said Notices as an exhibit) are attached hereto as "EXHIBIT A" and incorporated herein by reference, to the persons and on the dates respectively enumerated in said Notices.
- 3. Said legal description of the real property attached to each of said Notices is attached hereto as "EXHIBIT B" and incorporated herein by reference.
- 4. The U.S. Postal Form 3817 Certificate of Mailing for each of said Notices is attached hereto as "EXHIBIT C" and incorporated herein by reference.
- 5. Our return address appeared on the envelopes for each of said Notices and as of the date of this Affidavit, the following checked paragraph is applicable:
 - igotimes None of said Notices were returned to us.
 - O None of said Notices were returned to us except those attached hereto as "EXHIBIT D" and incorporated herein by reference.

We verify that the statements made in this Affidavit are true and correct to the best of our knowledge, information, or belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

GOING & PLANK

DATED: May 15, 1992

Bradford J. Harris

Attorneys for Plaintiff 140 East King Street Lancaster, PA 17602

(717-392-4131)

Atty. Id. No. 34393

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff,

:

Vs.

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant. :

NOTICE OF SHERIFF SALE OF REAL PROPERTY

TO: KEITH WILLIAM HOOK, III

R.D. #8

Bloomsburg, PA 17815

BOROUGH OF BERWICK 244 Market Street Berwick, PA 18603

DEPARTMENT OF PUBLIC WELFARE c/o Columbia County Courthouse

P.O. Box 380

Bloomsburg, PA 17815

ATLANTIC FINANCIAL FEDERAL-WV

P.O. Box 2787

Charleston, WV 25330

DOMESTIC RELATIONS OFFICE

Columbia County Courthouse

P.O. Box 380

Bloomsburg, PA 17815

ATLANTIC FINANICAL SAVINGS, F.A.

P.O. Box 2787

Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL formerly SUSQUEHANNA SAVINGS ASSOCIATION P.O. Box 2787 Charleston, WV 25330

TAKE NOTICE that on June 18, 1992 at 11:00 a.m. (prevailing local time), the Sheriff of Columbia County, Pennsylvania will sell the real property, together with any home and all other improvements thereon, that is located at 223 South Warren Street, Berwick, Columbia County, Pennsylvania 18603. The real property is more fully described in the attached legal description, which is incorporated herein by reference. This sale will take place at the Sheriff's Office, Columbia County Courthouse, P.O. Box 380, Bloomsburg, Pennsylvania 17815. The owner(s) or reputed owner(s) of the real property are as follows: Keith William Hook, III.

This sale is being held pursuant to a writ of execution issued on the JUDGMENT entered in favor of the above Plaintiff and against the above Defendant(s), which judgment is indexed to the above docket number in the above Court of Common Pleas.

A SCHEDULE OF DISTRIBUTION showing who will receive the proceeds of the sale will be posted in the Sheriff's Office within thirty (30) days after the sale date, and distribution of the sale proceeds will be made in accordance with the Schedule unless you or someone else objects to the proposed distribution by filing exceptions to it within ten (10) days after the posting of the Schedule. Information about the Schedule of Distribution may be obtained from the Sheriff's Office.

YOU MAY HAVE A LIEN OR OTHER INTEREST IN THE ABOVE PROPERTY. lien or interest you have in the above property may be forever lost or otherwise impaired if you do not promptly take action to protect such lien You may have legal rights to prevent any lien or interest or interest. you have in the above property from being lost or otherwise impaired. For example, before the Sheriff's Sale, you may file a petition with the above Court of Common Pleas in order to open or strike the above judgment, or to stay or set aside the Sheriff's Sale, if you feel you have a defense or objection to the judgment or the execution procedures used, or for any other proper causes. After the Sheriff's Sale, but before delivery of the Sheriff's deed to the real property, a petition to set aside the Sheriff's Sale for a grossly inadequate price or for any other proper causes also may be filed with said Court. You also may have the right to free legal help. A lawyer can advise you more specifically of these and other rights you may have regarding the above matters. If you wish to exercise your rights, however, you must act promptly or you may lose such rights.

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 FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Fred Trump, Court Administrator Columbia County Courthouse Bloomsburg, PA 17815 (717) 784-1991, Ext. 267

GOING & PLANK

DATED: May 5, 1992

Bradford J. Harris
Attorneys for Plaintiff
140 East King Street
Lancaster, PA 17602
(717) 392-4131

Attorney I.D. No. 34393

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 aforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in D.A. Michael's Susquehanna Addition to West Berwick, Now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook, III.

Parcel ID No. 04D-9-19.

Seized in execution under Judgment No. 773 of 1991 in the Court of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

LAW OFFICES
GOING AND PLANK
140 EAST KING STREET
LANCASTER, PA. 17602

BERNARD M. ZIMMERMAN
1930-1975
ROBERT M. COING
DENNIS I., PLANK
ROBERT M. GOING, JR.
BRADFORD J. HARRIS

May 15, 1992

TELEPHONE (7)7) 392-4131 TELEFAX (7)7) 392-1737

Prothonotary Office Columbia County Courthouse P.O. Box 380 Bloomsburg, PA 17815

Re: ATLANTIC FINANCIAL FEDERAL-WV

vs. KEITH WILLIAM HOOK, III

No. 773 of 1991

Gentlemen:

Please file and docket the enclosed Affidavit of Service for the above-captioned case, and return a time-stamped copy to our office in the enclosed self-addressed, stamped envelope.

Thank you for your time and cooperation. Please do not hesitate to telephone me (or Brad Harris in my absence) if you have any questions regarding this matter.

Very truly yours,

GOING & PLANK

By: . & March

Erika March Legal Assistant

Enclosures

cc: Columbia County Sheriff's Office

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff,

vs.

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant.

AFFIDAVIT OF SERVICE OF NOTICES OF SHERIFF SALE OF REAL PROPERTY

- We, GOING & PLANK, are the attorneys for Plaintiff in the abovecaptioned case, and as such, are and were authorized to execute this Affidavit and effect the actions hereinafter described.
- In accordance with Pa.R.C.P. 3129.1 et seq., we mailed by ordinary first class mail copies of the Notice of Sheriff Sale of Real Property in the above-captioned matter, which Notices (exclusive of the legal description of the real property attached to said Notices as an exhibit) are attached hereto as "EXHIBIT A" and incorporated herein by reference, to the persons and on the dates respectively enumerated in said Notices.
- 3. Said legal description of the real property attached to each of said Notices is attached hereto as "EXHIBIT B" and incorporated herein by reference.
- The U.S. Postal Form 3817 Certificate of Mailing for each of said Notices is attached hereto as "EXHIBIT C" and incorporated herein by reference.
- Our return address appeared on the envelopes for each of said Notices and as of the date of this Affidavit, the following checked paragraph is applicable:
 - oxtimes None of said Notices were returned to us.
 - () None of said Notices were returned to us except those attached hereto as "EXHIBIT D" and incorporated herein by reference.

We verify that the statements made in this Affidavit are true and correct to the best of our knowledge, information, or belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

GOING PLANK

DATED: May 15, 1992

Bradford J. Harris By:

Attorneys for Plaintiff 140 East King Street Lancaster, PA 17602

(717 - 392 - 4131)

Atty. Id. No. 34393

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV.

Plaintiff.

VS.

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant.

NOTICE OF SHERIFF SALE OF REAL PROPERTY

TO: KEITH WILLIAM HOOK, III R.D. #8

Bloomsburg, PA 17815

BOROUGH OF BERWICK 244 Market Street Berwick, PA 18603

DEPARTMENT OF PUBLIC WELFARE c/o Columbia County Courthouse P.O. Box 380

Bloomsburg, PA 17815

ATLANTIC FINANCIAL FEDERAL-WV

P.O. Box 2787

Charleston, WV 25330

DOMESTIC RELATIONS OFFICE Columbia County Courthouse P.O. Box 380

Bloomsburg, PA 17815

ATLANTIC FINANICAL SAVINGS, F.A.

P.O. Box 2787

Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL formerly SUSQUEHANNA SAVINGS ASSOCIATION P.O. Box 2787 Charleston, WV 25330

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This sale is being held pursuant to a writ of execution issued on the JUDGMENT entered in favor of the above Plaintiff and against the above Defendant(s), which judgment is indexed to the above docket number in the above Court of Common Pleas.

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-1-

EXHIBIT

YOU MAY HAVE A LIEN OR OTHER INTEREST IN THE ABOVE PROPERTY. lien or interest you have in the above property may be forever lost or otherwise impaired if you do not promptly take action to protect such lien You may have legal rights to prevent any lien or interest or interest. you have in the above property from being lost or otherwise impaired. For example, before the Sheriff's Sale, you may file a petition with the above Court of Common Pleas in order to open or strike the above judgment, or to stay or set aside the Sheriff's Sale, if you feel you have a defense or objection to the judgment or the execution procedures used, or for any other proper causes. After the Sheriff's Sale, but before delivery of the Sheriff's deed to the real property, a petition to set aside the Sheriff's Sale for a grossly inadequate price or for any other proper causes also may be filed with said Court. You also may have the right to free legal help. A lawyer can advise you more specifically of these and other rights you may have regarding the above matters. If you wish to exercise your rights, however, you must act promptly or you may lose such rights.

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 FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Fred Trump, Court Administrator Columbia County Courthouse Bloomsburg, PA 17815 (717) 784-1991, Ext. 267

GOING & PLANK

DATED: May 5, 1992

By: Marris

Bradford J. Harris

Attorneys for Plaintiff

140 East King Street

Lancaster, PA 17602

(717) 392-4131

Attorney I.D. No. 34393

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

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IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook, III.

Parcel ID No. 04D-9-19.

Seized in execution under Judgment No. 773 of 1991 in the Court of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC PROVIDE FOR INSURANCE—P	C AND INTERNATIONAL MAIL, DOES NOT OSTMASTER
Received From:	
GOING	3 & PLANK
7 140 E	AST KING STREET
	ASTER, PA 17602
]	
One piece of ordinary mail a	ddressed to:
ATLANTIC FINA	NCIAL SAVINGS F A
<u>Р О ВОХ 278</u>	57
CHARLESTON W	IV 25330
	(HOOK)

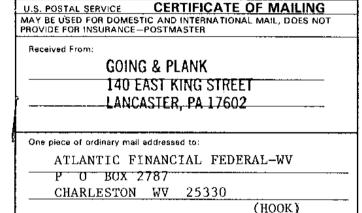
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee



Affix fee here in stamps or meter postage and

PS Form 3817, Mar. 1989

*U.\$.GPO:1991-0-282-404/25747



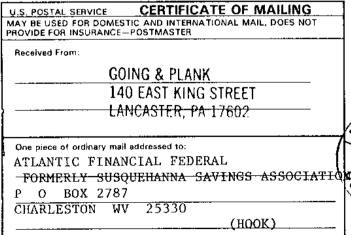
or meter postage and post mark. Inquire of Postmaster for current fee.

Affix fee here in stamps



PS Form 3817, Mar. 1989

±U S.GPO:1991-0-282-404/25747



Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



U.S. POSTAL SERVICE CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

GOING & PLANK

140 EAST KING STREET

LANCASTER, PA 17502

One piece of ordinary mail addressed to:
DOMESTIC RELATIONS OFFICE

COLUMBIA COUNTY COURTHOUSE

P O BOX 380

BLOOMSBURG PA 17815

(HOOK)

* U S.GPO 1991-0-282-404 25747

Form 3817, Mar. 1989

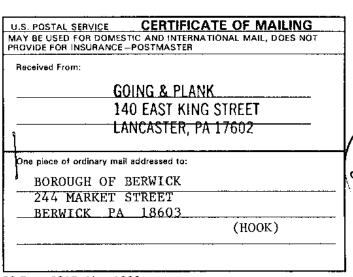
EXHIBIT C.

±U.S.GPO:1991-0-282-404/25747

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	or meter postage and
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE - POSTMASTER	post mark, inquire of Postmaster for current
GOING & PLANK 140 EAST KING STREET LANCASTER, PA 17602	fee.
One piece of ordinary mail addressed to: KEITH WILLIAM HOOK III	5 1992
R D #8 BLOOMSBURG PA 17815 (HOOK)	3
PS Form 3817, Mar. 1989	nant Name
PS F0(1) 3017, Mai. 1000	

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	Affix fee here in stamps or meter postage and
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	post mark, Inquire of
Received From:	Postmaster for current fee.
	1888888
GOING & PLANK	
140 EAST KING STREET	
LANCASTER, PA 17602	CHETTAN
	() () () () () () () () () ()
One piece of ordinary mail addressed to:	TAMAY
DEPARTMENT OF PUBLIC WELFARE	Lingonises
c/o COLUMBIA COUNTY COURTHOUSE	5 2 3 2 X
P 0 BOX 380	Quantity of
BLOOMSBURG PA 17815	
(HOOK)	
	a CONT
S Form 3817, Mar. 1989 *U.S.GPO:1991-0-282-404/2574	.d ,



Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current



PS Form 3817, Mar. 1989

★U.S.GPO:1991-0-282-404/25747



SHERITE OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 BEOOMSBURG, PA. 17815

ettenat 47(7) 784 1991 71 HOUR 411000 (717) 701 6300

Mr. Bradford J. Harris, Esquire GOING & PLANK 140 East King Street Lancaster, Pa. 17602

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

VS. 773 of 1991

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

POSITING OF PROPERTY

Tuesday May 12, 1992	POSTED A COPY OF THE SHERIFF'S SALE BILL
ON THE PROPERTY OF Keith William Ho	ok, III at 223 S. Warren St., Berwick, Pa. 1860
COLUMBIA COUNTY, PENNSYLVANIA. SATE	POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY
SHERIFF J.H. Dent	·
Note: A copy of the Sale bill was al posted within the Sheriff's Of and Lobby of the Court House.	fice SO ANSWERS:
	DEPUTY SHERIFE
	SHERIFF, HARRY A. ROADARMEL, dR.
SWORN AND SUBSCRIBED BEFORE ME	
The state of the s	

DAY OF May 1992

James Dune /CMS

TAMI B. KLINE, PROTHONOTARY OF COLUMBIA COUNTY

PROTH. & CLK. OF SEV. COURTS
MY COMM. EX. 1st MON. JAN. 1996

SHERIFF'S SALE

BY VIRIUE OF A WRIT OF EXECUTION NO. 773 OF 1991 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENIUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, COLUMBIA COUNTY, ON

THURSDAY JUNE 18, 1992 11:00 A.M.

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

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 aforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in D.A. Michael's Susquehanna Addition to West Berwick, Now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook III.

Parcel ID No. '04D-9-19.

Seized in execution under Judgement No. 773 of 1991 in the Count of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

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

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

Bradford J. Harris, Esquire for Plaintiff

See Assumt of Meg RB 469 pg 564 recid 3-12-91

MORTGAGE

	THIS MORTGAGE is made this .	20th	day of AU	GU\$T	,,.,,,,
10.8	0., between the Mortgagor, KELTH	WILLIAM BOOK, I	II.		
SAV	INGS ASSOCIATION, a corporations address is 31 West Market Street	in organized and exis	ating under the laws o	of the State o	_
	William as Harrower is indebted to I	ender in the principal	sum of FIFTEEN	THOUSAND	(\$15,000,00)

WHEREAS, Horrower is indebted to Lender in the principal sum of ... FIETEEN. THOUSAND. (\$15,000.00)

The sum of ... FIETEEN. THOUSAND. (\$15,000.00)

The sum of ... FIETEEN. THOUSAND. (\$15,000.00)

The sum of ... Principal sum of ... Principal sum of ... Principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... August ... 1... 2000.

 $\frac{ALL}{f}$ that certain piece or parcel of land situate in the Borough of Berwick, formerly West Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 eforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in the D. A. Michael's Susquehanna Addition to West Berwick, now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

BEING the same premises conveyed by Ann L. Steele and Robert T. Steele, her husband, to Keith William Hook, III, the Mortgagor herein, by deed dated , 1980, and about to be recorded in the Office of the Recorder of Deeds in and for Columbia County simultaneously herewith.

THIS is a purchase money mortgage.

IMPROVED with a single family dwelling.

which has the address of	223 SOUTH WARREN STREET, BERWICK	, COLUMBIA COUNTY, PENNSYLVANIA		
	[Street]	(City)		
(berein "Property Address");				
(State and Zip Code)	• • •			

TOGETHER with all the improvements now or bereafter erected on the property, and all casements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or bereafter 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 Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, casements or restrictions is listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property,

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

ť

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 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 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 I ender 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 accuse of including I ender it Londer is such an institution. Lender shall apply the Funds to have said taxes, assessments.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiding 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 fitned or 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, I ender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall nive to florrower, without charge, an annual approximate of the Funds changing coulding and delains to the Funds and the requires agent ancies a consequence of the following specific and the following 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

If the amount of the Funds held by Lender, together with the toture monthly installments of Foods payable prior to If the amount of the Funds near by Lender, together with the future monitry installments of Funds payable prior to the due dates of layes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at 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 prenums and ground roots as they fall doe. field by Lender small due of similaria to pay taxes, assessments, misurance premiums and ground tems as they can one. Borrower shall pay to Lender any uniount necessary to make up the deficiency within 40 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Morigage. Lender shall promptly refund to Borrower any Funds Opon payment in 1811 of all sums secured by this mortgage, Lender shall promptly retinua to norrower any ramos held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no fater 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 Land 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

4. Chargest Liens. Bostower shall pay all taxes, assessments and other charges, fries 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 provided under puragraph 2 bereot or, it 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 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 lies in a manner recognish to Lander or shall in most faith contest such lies by an elefted anticenment of such lies has required in instruinge any socialities of long as portrower shall agree in writing to the payment of the congation secured by such fien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, such that if a manner acceptance to leader, or small in good that comest such dealby, or determinent or such dealing in the proceedings which operate to prevent the enforcement of the firm 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 I ender 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

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 love, Borrower shall give prompt notice to the instrance carrier and Lender. Lender may make proof of loss if not made promptly

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of 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 imparised, 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 abundoned by Borrower, or it 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 made the insurance proceeds at Lender's outlook either to restoration or renair of the Property is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property

Unless Lender and Horrower otherwise agree in writing, any such application of proceeds to principal shall not extend Oness Leader and norrower otherwise agree in writing, any such application of proceeds to principal snan not extend or postpore the due date of the monthly installments referred to in paragraphs 4 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 Horrower 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

6. Preservation and Maintenance of Property: Leaseholds; Condominions; 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, llorrower shall perform all of llorrower's obligations under the declaration contournment of a panned into development, northwer snat perform an of florrower's obligations under the declaration or covenants creating or governing the condominum or planned mili development, the by-laws and regulations of the condominium or planned mili development, and constituent documents. If a condominium or planned mili 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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements cuntained 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 including, but not limited to, eniment domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, thor Lender at Lender's option, upon notice to florrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Bortower shall pay the premiums required to maintain such limited out that confidence is the combination of making the loan secured by this Mortgage. Bortower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance ferminates in accordance with Borrower's and

800 MH 812

Lender's written agreement or applicable law. Horrower shall pay the amount of all mortgage insurance premiums in the

mattner provided under paragraph 2 hereof,

Any amounts dishursed 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 I ender to Borrower requesting payment thereof, and shall bear interest from the date of dishursement 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 I ender to incur any expense or take

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

interest in the Property.

9. Condemnation. The proceeds of any award or clams 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 I ender

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, of the excess, if any, paid to florewer. 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 bears to the fair market value of the Property immediately prior to the date of taking bears.

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. Burrower fails to respond to Lender within 30 days after the date such notice is mailed, I ender is authorized to collect and apply the proceeds, af Lender's option, either to restoration or repair of the

Property or to the sums secured by this Mortgage.

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

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

11. Forhearance by Lender Not a Waiser. Any forhearance by Lender in exercising any right or remedy hereinder, or otherwise allorded by applicable law, shall not be a waiser of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liess or charges by Lender shall not be a waiver of Lender's

The procurement of insurance or the payment of taxes or other heas or charges by Lender shall not be a waiver or Lenner's right to accelerate the maturity of the indehtedness 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 Boundt Joint and Several Hability Cupilons. The covenants and agreements berein contained shall bind, and the rights bereunder shall nine to, the respective successors and assigns of Lender and Borrower, stable to the provisions of paraments of Paraments and agreements of Borrower shall be ioint and several. subject to the provisions of paragraph 17 hereof. All covenants and agreements of florrower 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

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used 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 berein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender stadded berein, and such other address as Lender may designate by notice to Borrower as provided berein. Any notice provided for in this klasteness shall be deepned to have been given to Borrower or Lender when given in the manner designated herein. Mortgage shall be deemed to have been given in 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 15. Onthin Marigaget Governing Law: neverability, this form of mortgage composes uniform covenants for national one 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 a conflict of this Mortgage or the Note conflict with applicable law, such conflict shall not affect a conflict of this Mortgage or the Note which are because of this Mortgage or the Note conflicts with applicable law, such conflict and to this event that any provision or clause of this Mortgage or the soile conflicts with applicance 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 bereof.

17. Transfer of the Properly: 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 lieu or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, 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 explicit to purchase. Lender may, at I ender's option, declare all the same secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If I ender has waived the option to accelerate provided in this paragraph 17, and if florrower's successor in options to accept the sums secured by writing by Lender shall release florrower from all 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 Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Horrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Unit oan Covenants. Dortower and Lender further covenant and agree as follows:

18. Acceleration: Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Morigage, including the covenants to pay when due any sums secured by this Morigage, Lender prior to acceleration shall mail notice inclining the covenants to pay when one any sums secure by this Morigage, Lender prior to accueration shall man notice to Borrower as provided by applicable law specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Morigage, 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 the right to reinstate after acceleration and the right to assert in the foreclusure proceeding the non-existence of a default or any other defense of flurrower to acceleration and foreclusure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may 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 and Advances of the state of the securing state of the state of the state of the securing state of the state of th Advances, if any, had no acceleration occurred; (b) Horrower cures all breaches of any other covenants or agreements Advances, it any, nag no acceleration occurred; (b) florrower cures all breaches of any other covenants or agreements of Borrower contained to 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 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 paragraph 18 hereof, metoding, but not limited to, reasonable attorney's fees; and (o) norrower takes such action as Lenoer 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 core by Borrower, this Mortgage and the obligations secured bereby shall remain in full force and effect as if no acceleration had occurred

Mortgage and the obligations secured hereby shall remain in full torce and effect as if no acceleration had occurred 20. Assignment of Renlyt Appointment of Receivert 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 rents as they become due and payable. Upon acceleration under paragraph 48 hereof or ahandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to entire 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 navment of the costs of management of the Property and collected by Lender or payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and

promunis on receiver's bonds and reasonable attorney's tees, and then to the stuns secured by this prorigage. Consecution the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Leader, at Lender's option prior to release of this Mortgage, may make Fotore 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 bereby. At no time shall the principal amount of the indesteedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this

indebtedness secured by this Morigage, 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 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 Claylon Keith William Hook, III -80110000 On this, the 20th day of AUGUST 1980 , before me, the undersigned officer, personally appeared. KEITH WILLIAM HOOK, III-----known to me (or satisfactorily he executed the same for the purposes herein contained; IN WITNESS WHEREOF, I hereunto set my hand and official seal. My Commission expires: WILKES DARRE, LUXERNE COUNTY, PA MY COMMISSION EXPRES MAY 25, 1881 I Herray Certify, that the precise residence of the Susquehanna Savings Association is 31 We Street, Wilkes-Barre, Pa. Recorded in the Office for Recording of Deeds in and for the County of TXXXXXX, Commonwealth of Pennsylvania in Mortgage Book No. . 2001 ... Page 811 etc. at 8: 26 a.m. WITNESS my hand and Seal of Office this ... 21st ... day of August, 19.80.

Severly Michael actory Recorder Serling Susquehanna Savings MONTHLY PAYMENT: Record and Return to цd Φ Ø 0

> BULL ROOM THE 814

KNOWN BY THESE PRESENTS:

Financial THAT Atlantic Savings, FA. under conservatorship of the Resolution Trust Corporation as Successor in Interest to Atlantic Financial Federal located at 50 Monument Road, Bala Cynwyd, Pennsylvania, 19004, a corporation organized and existing under the laws of the United States of America, hereinafter referred to as Assignor, in consideration, of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, to it in hand paid by Atlantic Financial Federal - West Virginia, hereinafter referred to as ASSIGNEE, does by these presents nereinafter referred to as ASSIGNEE, does by these presents grant, bargain, sell, assign, transfer and set over unto said ASSIGNEE that Mortgage given and executed by Kill liminam Hook III in the original amount of \$ 15,000 - , recorded in the County of Columbia , State of Pl in Mortgage Book 200 , at page 811 , secured by premises known as 223 S. Warren St. Berwick Boro Berwick Buro.

TOGETHER WITH the Note or other obligations, described in the Mortgage and the moneys due and to grow due thereon, with the interest.

TO HAVE AND TO HOLD the same unto said ASSIGNEE and to the successors, legal representatives and assigns of ASSIGNEE forever.

IN WITNESS HEREOF, THE ASSIGNOR has caused this instrument to be executed by its Vice President hereunto duly authorized this 1st day of November, 1990.

WITNESS:

Atlantic Financial Savings, FA A Corporation

Gregory D Wray Vice President

:ss:

STATE OF West Virginia

(Corporate Seal)

COUNTY OF Kanawha

On this, 1st day of November, 1990, before me personally appeared Gregory D. Wray who acknowledged himself to be the Vice President of Atlantic Financial Savings, FA, a corporation, and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as Vice President.

N WITHESS WHEREOE, I bereunto set my hand and office seal.

JOHNNA T. HALE Notary Public Rt. 5 Box 25

hereIN is one Fredmont Food, Aharleston, West Virginia 25301.

PREPARED BY

Anna F

BCOF 469 PAGE 564

Johnna T. Hale

PREPARED BY - REFIRM TO: Atlantic Financial Federal - WV One Piedmont Road Charloston, WV 25301 Atla: Reba C, Denzie Inventory Control #ESTE OF PE - . DER COLUMN - . D. PA. LAX 450 - 15.00

Mar 12 9 58 AH 191

Rec. in Columbia County Rec. bk 469 Page 564 March 12, 1991 at 9:58 am

Security J. Medell

	IF YOU DESING A RECEIPT, ENCLOSE A STAMPLO ADDISCRETO ENVITORE WITH YOUR PARKET	0	T REBUITOR OF TORRO	7773 SOUTH HARRING STREET	HANK KETTU ITI ITAK TTT	⊳ ₹	:	TAXES AND DOE OF HAVABLE PROMPT PAYMENT IS REQUESTED		PHONE (717) 752-7442 WED 3-12 THE DISCOUNT & THE PENALTY	Other Times Mon-Err of A. Low of the	Mon-Thurs 9-5; Wed 9-12; Fri 9-7:	HOURS DURING DISCOUNT ONLY	Berwick Pe 18603	Midtown Flaza	sear IZD East Third Streat	Control of Granding		MAKE CHECKS PAYABLE TO:
TOTAL ASSESSED 15		.13 acres LAND	223 S WARREN ST LOT 5	PARCEL 840, 89019-00, 888	ACCT NO. 0 4171		- TYTE X PROPER		FOR YOUR CONVENIENCE AMOUNT	HAVE BEEN COMPUTED PAY THIS		7		7 0	Borough R.F.		General Fund 15172	ASSESSMENT	FOR COLUMBIA COUNTY
SED 15,172	INGS 12,672	LAND 2,500	N ST LOT 5	•	Penalty 10% 5%	Discount 2% 2%	PROPERTY DESCRIPTION CNTY BORD	BEFORE	APR 30	137.13		.760 11.30	.454 6.75	67.50			3.220 47 97		
				CHACTER TO TRACE	JANUARY OF 100	To Courthouse on	This Tax Returned	OR BEFORE AFTER	٦Ľ	139.94 149.57	-	11.53	6.89 7.23	68.88 72.32	3.79 4.17	53.74		WORLD TOOL TOOL	93/01/1000 BILLING

mot para as y 4/so 192

Office of Attorney General Financial Enforcement Section

May 1, 1992

Financial Enforcement Section 15th Floor, Strawberry Square Harrisburg, PA 17120 (717) $\overline{7}87 - 3646$

Harry A. Roadarmel, Jr. Sheriff of Columbia County Court House - P.O. Box 380 Bloomsburg, PA 17815

Atlantic Financial Federal - WV

Dear Sheriff Roadarmel:

A check of the records of the Financial Enforcement Section, Office of Attorney General, reveals no cases referred to this Office against Keith William Hook, III.

Very truly yours,

THOMAS C. ZERBE, JR.

Deputy Attorney General Financial Enforcement Section

TCZ/smm

SHERIFF'S SALE

AU 15/12

BY VIRTUE OF A WRIT OF EXECUTION NO. 773 OF 1991 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 JUNE 18, 1992 11:00 A.M.

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

ALL THAT CERTAIN piece or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Fennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 aforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in D.A. Michael's Susquehanna Addition to West Berwick, Now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook III.

Parcel ID (0. 04D-9-19.

Seized in execution under Judgement No. 773 of 1991 in the Court of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

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

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

Bradford J. Harris, Esquire for Plaintiff

LIEN CERTIFICATE

DATE April	<u>29, 1992</u>		
This is to	certify (that according to o	ur records, the
tax liens :	In the Tax	< Claim Bureau again	nst the property
listed belo	ow, as of	December 31, 19 <u>91</u>	,
inBerwic	k_Boro	■	re as follows:
Owner or Reputed	d Owner:	Hook, Keith Willi	am III
Former Owner:		Not In Our System	1
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Description	BOT OVER THE THE THE BOT THE BALL P	223 S. Warren St.	Lot 5
	YEAR	TOTAL	
	1991	\$457.35	
			<u> </u>
•	TOTAL	\$457.35]
			-
Th e a bove	figures re	present the amount	(s) due during the
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Requested by:	Columbia C	ounty Sheriff's Departm	ent
Fee: \$5.00		ng mili dada principang meng dada mini mang mang kada kada kada kada kada kada mini dada mini dada mini dada m	
		COLUMBIA COUNTY TO	AX CLAIM BUREAU
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		Dennis Long Director	ting name and a getting on these cases cases asked to the state state and area to take

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 380 BIOOMSBURG, PA 17818

####### #7173 7#4-1991

71 HOUR THOUGH

Mr. Bradford J. Harris, Esquire GOING & PLANK 140 East King Street Lancaster, Pa. 17602

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

NO. 773 of 1991

WRIT OF EXECUTION - MORTGAGE FORECLOSURE

SERVICE ON

Keith William Hook III

B	
UN Monday April 27, 1992 At	2:30 P.M A TRUE AND ATTESTED COPY
OF THE WITHIN WRIT OF EXECUTION, A TR	NUE COPY OF THE NOTICE OF SHERIFF'S SALE IN
REAL ESTATE AND A COPY OF THE THE DESC	CRIPTION OF PROPERTY WAS SERVED ON
Keith William Hook III	, At RD#8 Bloomsburg, Pa: 17815
BY DEPUTY SHEE	NIFF J.H. Dent
SERVICE WAS MADE BY HANDING THE SALD	WRIT OF EXECUTION AND NOTICE OF SHERIFF'S
SALE IN REAL ESTATE AND A COPY OF THE	E DESCRIPTION TO
Keith William Hook III	
	SU ANSPIERS:
	DEPUTY SHERIFF
SNORN AND SUBSCRIBED DEFORE ME	
11115 29706	SHERIFF
DAY OF agril 19 92	
Ton Bikling 1800	

PROTH. & CLK. OF SEV. COURTS MX COMM. EX. 1st MON. JAN. 1996

JAMI B. KLINE, PROTRONOTARY

OF COLUMNIA COUNTY

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA ('IL ACTION--MORTGAGE FOREC' SURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff,

:

vs.

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant. :

AFFIDAVIT PURSUANT TO RULE 3129.1 et seg.

Plaintiff now sets forth as of the date the praecipe for the writ of execution was filed in the above-captioned action the following information concerning the real property located at 223 South Warren Street, Berwick, Columbia County, Pennsylvania 18603:

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

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

HFR.

Name and address of the <u>defendant(s)</u> in the <u>judgment</u>:

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

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

DEPARTMENT OF PUBLIC WELFARE, c/o Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA 17815

BOROUGH OF BERWICK, 244 Market Street, Berwick, PA 18603

ATLANTIC FINANCIAL SAVINGS, F.A., P.O. Box 2787, Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL-WV, P.O. Box 2787, Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL, formerly SUSQUEHANNA SAVINGS ASSOCIATION, P.O. Box 2787, Charleston, WV 25330

4. Name and address of the <u>last recorded holder of every mortgage</u> of record:

ATLANTIC FINANCIAL FEDERAL-WV, P.O. Box 2787, Charleston, WV 25330

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

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:

NONE

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

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

By:

DOMESTIC RELATIONS OFFICE, Columbia County Courthouse, P.O. Box 380, Bloowmsburg, PA 17815

We verify that the statements made in this affidavit are true and correct to the best of our knowledge, information, or belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. We are the attorneys for Plaintiff, and as such, are authorized to execute this affidavit on it's behalf.

DATED: April 2, 1992

GOING & PLANK

Bradford J. Harris Attorneys for Plaintiff 140 East King Street Lancaster, PA 17602 (717) 392-4131

Attorney I.D. No. 34393

SHERIFI'S DEPARTME'IT

COLUMBIA COUNTY

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SHERIFF OF LANCASTER COUNTY

Profbonetary/Deputy/Notary Public

ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE }

COMMISSION EXPIRES

SE HARRY

	SHERIFF OF THE	COUNTY	
Antiques	COURT HOUSE	The state of the s	N HOUR PHONE
			(717) Y84-A WA
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Date 19 245-41 28, 1992			
To struck will dam h	ook III 🚜 📆		
A SAN AND AND AND AND AND AND AND AND AND A	13015		
Re <u>LALIENTE Especial</u>	Federal-WV VS	William Hook	<u>III.</u>
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		Harry A.	Roadarmel, Jr.
		Sheriff	of Columbia County

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inclosed is a notice of an upcoming a sale; if you have any Efelogragainst this property, notify (b) and the immediately. Please feel free to contact men

24 HOUR MINNE (717) 784-6:100

Ellian Hook III

thations you may have, Respectfully,

SE INDER PIRON 1717) 784-N.YM Destation of Verbe Jr. Maruty Attorney General St. 1588 P. 17120 St. W. Litent Hook, III Federal-WV

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onclosed is a notice of an upcoming and off's Sale; If you have any claims against this property, notify the last IMMEDIATELY.

Please feel free to contact me will be uestions you may have.

Respectfully

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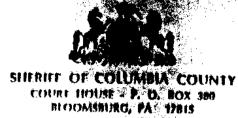
Rose, Also, enclosed is a copy of the Execution; list of records of therest.

Respectfully,

Harry A. Roadarmel, Jr. Sheriff of Columbia County

(717) 784-61mm

HARRY AS ROAD REMEL, JR.



1717) 784-1991

21 Henry Person (712) 784 6 100

20 N. Pennsylvania Ave., Room 2327 Wilkes-Barre, Pa. 18701 Atlantic Financial Federal-WV VS. Keith William Hook III 773 of 1991 fit No: of Ji	r Sir:	1876 3 P. M.		
20 N. Pennsylvania Ave., Room 2327 Wilkes-Barre, Pa. 18701 Atlantic Financial Federal-WV VS. Keith William Hook III				
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Please feel free to contact me with any questions you may have.

Respectfully,

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY COURT HOUSE & M. B. BOX 380 BLOOMSBURG, PA. 17815

PHH188 1717) 784,8991

9 21 NOTA PROSE 1717) 784-6300

re:A	pril 28, 1992	2 (W. 1)		
To:	office of F.A.I.R.			
	Department of Public Welf	are		**
	larrishurg Pa. 17105			
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Please feel free to contact me with any questions you may have.

Respectfully,

HARRY A. ROADARMEL IR.



171711# 171**71** 784-1441

21 HOUR CHOOF 12123 284 6300

lo: 773 of 19	991 ED	No:	of	JU
le: Atlantic Financi	al Federal-W	Vs. Keith William	Hook III	
120 R.E. Third Berwick, Pa. 18	3603			\
To: Counie K. Ging Tax Collector	•	<u>-</u>		•
Vale: <u>April 28, 1992</u>				

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 COURT HOUSE - F. O. BOX 380 BLOOMSBURG, FA 17815

MIONE (717) 784-1991

24 FLOUR PHONE (717) 784-6300

PRESS/ENTER	RPRISE	
Lackawanna	Avenue	•
Bloomsburg,	₽A	17815

Bloomsbu	irg, PA 17	7815				
Date: _	April 28,	1992		•	×	•
Re: Sh	meriff's Sa	le Adver	tising Dat	es		
At]	lantic Fina	ncial Fe	deral vs.	Keith W	Illiam Hook III	1
	773	_of1	991 ED	No	of	
Dear Sir Ple		May 1 May 2		HERIFF SAI	LE on the followin	g dates:
Fee	el free to o			have any o	questions. Respectfully,	
	•				Harry A. Roada Sheriff	rmel, Jr.



SHERIFF OF COLUMBIA

esti sed 17171 784-4991 COURT HOUSE . P. O. NOX 389 BLOOMSBURG, PA 17818

21 firmet recour (217) 784 6 this

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	k.Pa. 18603				
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Please feel free to contact me with any questions you may have.

Respectfully,

GOING & PLANK
IOLTA FORECLOSURE ACCOUNT
140 EAST KING STREET
LANCASTER, PA 17602

DATE INVOICE AMOUNT

60-82/313

7655

	LANCASTER, PA 17602	.elm -		
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MELLON BANK COMMONWEALTH REGION LANCASTER, PA we March:

| #007655# #031300821# 512 991648 1#

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNT:, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV, Plaintiff,

:

vs. No. 773 of 1991

:

KEITH WILLIAM HOOK, III,

Defendant.

PRACTIPE FOR WRIT OF EXECUTION (Mortgage Foreclosure)

TO THE PROTHONOTARY:

Please issue a writ of execution in favor of Plaintiff and against Defendant KEITH WILLIAM HOOK, III in the above-captioned matter directing the Sheriff of Columbia County, Pennsylvania to levy upon and sell the real property of Defendant located at 223 South Warren Street, Berwick, Columbia County, Pennsylvania 18603, which property is more fully described in the legal description attached hereto and incorporated herein by reference, for the following:

HOMA T	.
Other ()	\$
<pre>% collection fee (not included in judgment and above "amount due"</pre>	\$
<pre>Interest at 13% per annum (\$5.56 per diem) from 4/2/92 to date of sale</pre>	\$
Amount Due	\$28,325.00

GOING & PLANK

DATED: April 2, 1992

By:

Bradford J. Harris

Attorneys for Plaintiff

140 East King Street Lancaster, PA 17602

(717) 392-4131

Attorney I.D. No. 34393

WRIT OF _XECUTION-(MORTGAGE FORECLC RE) P.R.C.P. 3180 to 3183 and Rule 3257

NO.

IN THE COURT OF COMMON PLEAS OF

COLUMBIA COUNTY, PENNSYLVANIA

773 of 1991

:

:

:

ATLANTIC FINANCIAL FEDERAL-WV,

vs.

Plaintiff,

KEITH WILLIAM HOOK, III, Defendant.	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
Commonwealth of Pennsylvania:	
County of Columbia:	
TO THE SHERIFF OF COLUMBIA COUNTY,	PENNSYLVANIA:
To satisfy the judgment, inter directed to levy upon and sell the f described property below):	est and costs in the above matter you are ollowing described property (specifically
SEE ATTACHED LEGAL DESCRI	PTION
Amount Due Interest from 4/2/92 to date of Sale or Settlement TOTAL	\$ 28,325.00 \$ Plus costs \$
as endoresed.	
D = 1 Br r= DA 6/7/91	Prothonotary, Common Pleas Court of Columbia County, Pennsylvania y: Deputy
Sheriff 79.50 Pd. Sheriff 79.50 Pd. Judg. 9.00 Pd. 4/10/92 Writ 15.00 Pd. 4/10/92 Sqt. 5.00	

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff,

:

vs.

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant.

AFFIDAVIT PURSUANT TO RULE 3129.1 et seg.

Plaintiff now sets forth as of the date the praecipe for the writ of execution was filed in the above-captioned action the following information concerning the real property located at 223 South Warren Street, Berwick, Columbia County, Pennsylvania 18603:

Name and address of the <u>owner(s)</u> or reputed owner(s):

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

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

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

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

DEPARTMENT OF PUBLIC WELFARE, c/o Columbia County Courthouse, P.O. Box 380, Bloomsburg, PA 17815

BOROUGH OF BERWICK, 244 Market Street, Berwick, PA 18603

ATLANTIC FINANCIAL SAVINGS, F.A., P.O. Box 2787, Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL-WV, P.O. Box 2787, Charleston, WV 25330

ATLANTIC FINANCIAL FEDERAL, formerly SUSQUEHANNA SAVINGS ASSOCIATION, P.O. Box 2787, Charleston, WV 25330

4. Name and address of the <u>last recorded holder of every mortgage</u> of record:

ATLANTIC FINANCIAL FEDERAL-WV, P.O. Box 2787, Charleston, WV 25330

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

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:

NONE

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

KEITH WILLIAM HOOK, III, R.D. #8, Bloomsburg, PA 17815

By:

DOMESTIC RELATIONS OFFICE, Columbia County Courthouse, P.O. Box 380, Bloowmsburg, PA 17815

We verify that the statements made in this affidavit are true and correct to the best of our knowledge, information, or belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. We are the attorneys for Plaintiff, and as such, are authorized to execute this affidavit on it's behalf.

DATED: April 2, 1992

GOING & PLANK

Bradford J. Harris Attorneys for Plaintiff 140 East King Street Lancaster, PA 17602 (717) 392-4131

Attorney I.D. No. 34393

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE FORECLOSURE

ATLANTIC FINANCIAL FEDERAL-WV,

Plaintiff,

:

vs.

:

No. 773 of 1991

KEITH WILLIAM HOOK, III,

Defendant. :

AFFIDAVIT OF WHEREABOUTS

I, Bradford J. Harris, Esquire, hereby depose and state that I am the attorney for Plaintiff ATLANTIC FINANCIAL FEDERAL - WV; that as such, I am authorized to make this Affidavit on behalf of Plaintiff; that to the best of my knowledge, information, or belief, the last known address of Defendant(s), who are the mortgagor(s) and real owner(s), is as follows: KEITH WILLIAM HOOK, III; R.D. #8, Bloomsburg, PA 17815. Plaintiff has prepared and delivered to the Columbia County Sheriff concurrently with the filing of this Affidavit the Sheriff's Notice of Sale of Real Estate required by Pa.R.C.P. 3129.

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

DATED: March 11, 1992

Bradiord J. Harris, Esquire

Attorney I.D. #34393

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA CIVIL ACTION--MORTGAGE CORPORATION

ATLANTIC FINANCIAL FEDERAL-WV, Plaintiff,	: :
vs.	•
KEITH WILLIAM HOOK, III, Defendants.	No. 773 of 1991
AFFIDAVIT THAT DEFENDANT IS TO THE SOLDIERS' AND SAILORS	NOT IN THE MILITARY SERVICE, PURSUANT CIVIL RELIEF ACT OF 1940, AS AMENDED
I, Archie O. Morris II	, hereby depose and state that I am the
Loan Servicing Officer	of Plaintiff ATLANTIC FINANCIA
	thorized to make this Affidavit on behalf o
Plaintiff; that to the best of m	ny knowledge, information, or belief, KEIT
WILLIAM HOOK, III, a Defendant in	n the above-captioned action, is not in the
military or naval services of th	e United States of America, based upon the
following facts regarding said De	efendant as of the date of this Affidavit:
Age: Over 18	
Last Known Place of Employme	ent: <u>Unknown</u>
Last Known Place of Residence	ce: R.D. #8, Bloomsburg, PA 17815
ADDITIONAL FACTS (if any):	
to the best of my knowledge, infor	made in this Affidavit are true and correct mation, or belief. I understand that false of the penalties of 18 Pa.C.S. § 4904, a to authorities.
DATED: February 4, 1992	(Signature)

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 773 OF 1991 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 JUNE 18, 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 or parcel of land lying and being situate in the Borough of Berwick, formerly West Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the Northeast corner of Lot No. 6 on the Westerly side of South Warren Street; thence along said Street North 9 degrees East 40 feet to the Southeast corner of Lot No. 4; thence along the same North 81 degrees West 145 feet 6 inches to Roosevelt Alley; thence along the same South 9 degrees West 40 feet to the Northwest corner of Lot No. 6 aforesaid; thence along the same South 81 degrees East 145 feet 6 inches to South Warren Street, the place of beginning. Containing 5820 square feet of land, and being Lot No. 5 in D.A. Michael's Susquehanna Addition to West Berwick, Now Berwick. See Map Book 1 at pages 70 and 71 in Recorder's Office at Bloomsburg, Columbia County, Pennsylvania.

IMPROVED with a single family dwelling.

BEING THE SAME PREMISES which Robert T. Steele and Ann L. Steele, his wife, by deed dated April 7, 1980 and recorded August 21, 1980 in the Recorder's Office in and for Columbia County, Pennsylvania in Deed Book Volume 299, Page 8, granted and conveyed unto Keith William Hook III.

Parcel ID No. 04D-9-19.

Seized in execution under Judgement No. 773 of 1991 in the Court of Common Pleas of Columbia County, Pennsylvania and sold as the property of Keith William Hook, III.

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

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

Bradford J. Harris, Esquire for Plaintiff