

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 11th day of SEPTEMBER 19 80, at 2:00 o'clock P.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to MAX CLELAND, ADMINISTRATOR OF VETERANS AFFAIRS, his successors and assigns

for the price or sum of \$687.73 plus \$13.75 Poundage Six Hundred, Eighty Seven and 73/100 plus Thirteen and 75/100 Poundage ----- Dollars being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

SHERIFF'S COST:	
Sale cost	\$100.05
Poundage	13.75
	\$113.80
Press-Enterprise	182.36
Henrie Printing	26.30
Prothonotary, Col. Co.	8.50
Register and Recorder, Col. Co.	10.00
Connie C. Gingher, Tax Collector, Berwick Borough, 1980 School R.E.	194.62
Berwick Borough Sewer Rental (past due)	165.90

The Lomas & Nettleton Company vs

James F. Reimard and Betty M. Reimard, his wife No. 36 of 1980 E.D. No. 885 of 1980 J.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
September 19, 1980 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

RAYMOND KLEIMAN

---

Law Offices

September 17, 1980

Sheriff Victor B. Vandling  
Court House  
Bloomsburg, PA 17815

Re: The Lomas and Nettleton Company v. James Reimard et ux  
No. 885 of 1980  
In Mortgage Foreclosure

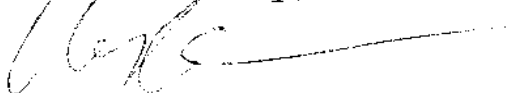
Dear Sheriff Vandling:

Enclosed is original and copy of Affidavit of Value for use with Sheriff's Deed in favor of Max Cleland, Administrator of Veterans Affairs, his successors and assigns, Washington, D. C., in above mortgage foreclosure. The residence address of Grantee is- Veterans Administration, 5000 Wissahickon Street, Philadelphia, PA 19101.

Kindly advise when deed has been recorded and please instruct the Recorder to return the deed to me at his earliest convenience.

Thank you for your courtesy and cooperation.

Most sincerely,



Raymond Kleiman

RK:mcd

Encls.

RAYMOND KLEIMAN

Law Offices

October 8, 1980

Chief Deputy Sheriff A. J. Dale  
Columbia County Court House  
Bloomsburg, PA 17815

Re: James Reimard Sheriff Sale-September 11, 1980

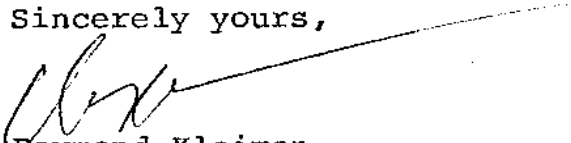
Dear Deputy Sheriff Dale:

Could you please provide me with paid receipt for 1980 real estate taxes in the amount of \$194.62 for above Sheriff sale costs.

Please pardon any inconvenience.

Thank you.

Sincerely yours,

  
Raymond Kleiman


RK:mcd

OCTOBER 10, 1980

Dear Mr. Kleiman,

In compliance with your request, copy of real estate taxes for the said property and copy of our check submitted to tax collector for payment is enclosed. Please note that return of original check acts as receipt, that no other type is forwarded by tax collector. Should you desire such kind with her signature or initials write to the said Connie C. Gingher, 114 Mulberry St., Berwick, Pa.

Sincerely yours,

  
A. J. Zale, Chief Deputy  
Columbia County Sheriff's Dept.

**BERWICK BOROUGH**  
 MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
 114 MULBERRY ST.  
 BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
 TUE, THUR & FRI 9 TO 5  
 FRI 9 TO 8 DURNING DISCOUNT  
 PHONE 752-7442 ONLY

REINHARD, JAMES F & BETTY M  
 234 E 13TH STREET  
 BERWICK, PA 18603

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 PHONE 752-7442 ONLY

REINHARD, JAMES F & BETTY M  
 234 E 13TH STREET  
 BERWICK, PA 18603

FOR COLUMBIA COUNTY					DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INC. PENALTY
COUNTY R.E. TWP/BORO R.E.	2630	15.00	38.06	39.45	43.40	46.93
		17.00	43.82	44.71		
PENALTY AT PROPERTY DESCRIPTION					62.48	84.16
COUNTY 103 TWP/BORO 54					62.48	84.16
ACCT NO. 13495					62.48	84.16
PARCEL 04.1-3-90					62.48	84.16
234 E 13TH ST LOT 9					62.48	84.16
L-49.5X165					62.48	84.16
BUILDINGS					62.48	84.16
TOTAL					2,630	

4/23/80

FOR BERWICK AREA SCHOOL DISTRICT					DATE	BILL NO.
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INC. PENALTY
SCHOOL R.E.	2630	74.00	190.73	194.62	204.35	
PENALTY AT PROPERTY DESCRIPTION					190.73	194.62
COUNTY 103 TWP/BORO 54					190.73	194.62
ACCT NO. 13495					190.73	194.62
PARCEL 04.1-3-90					190.73	194.62
234 E 13TH ST LOT 9					190.73	194.62
L-49.5X165					190.73	194.62
BUILDINGS					190.73	194.62
TOTAL					2,630	

THE DISCOUNT & THE PENALTY  
 HAVE BEEN COMPUTED  
 FOR YOUR CONVENIENCE.

PAY THIS AMOUNT  
 →

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

RECEIVED BY

*Also one to post  
 Brydner & Appleton*

**VICTOR B. VANDLING**  
 SHERIFF OF COLUMBIA COUNTY  
 PENNSYLVANIA

3760

Sept 30, 1980

60-593  
 313

DAY TO THE ORDER OF  
 CONNIE C. GINGER, Tax Collector  
 One Hundred-Ninety four and 62/100

\$194.62

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
 Bloomsburg, Pa.

FOR LOHAS & Neffleten vs Reinhard, James & Betty  
 No. 36 of 1980  
 School R.E. due

Victor B. Vandling

572-8100

RAYMOND KLEIMAN

Law Offices

September 24, 1980

A. J. Zale, Chief Deputy Sheriff  
Columbia County Court House  
Bloomsburg, PA 17815

Re: James Reimard Sheriff Sale-September 11, 1980

Dear Deputy Sheriff Zale:

At the above sale, we paid for sewage rental arrearages in the amount of \$165.90. Please provide me, at your earliest convenience, with paid receipt from sewer agency of such payment for my records.

Thank you.

Sincerely yours,

*[Signature]*  
Raymond Kleiman

RK.mc

**BOROUGH OF BERWICK**

PHONE 752-2723 (Area Code 717)  
344 MARKET ST. BERWICK, PA. 18603

000414

DATE August 7, 1980

Sheriff's Office  
Court House  
Bloomsburg, Pa. 17815  
Attention: Al Zale

**STATEMENT**

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.  
ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

Sheriff's Sale September 11, 1980 property located at 234 East 13th St., owned by James Reimard. The sewer rental bill is as follows:

# 1390	July 31, 1980	\$ 160.20
	AUG, SEP "	+ 5.70
		\$ 165.90

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

Box 744 • 120 P

DATE PAID

PAID BY CHECK NO.

**VICTOR B. VANDLING**  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3761

PAY  
TO THE  
ORDER OF

*Borough of Berwick*

*Sept 30, 1980*

80-593  
313

*\$ 165.90*

*Use Hundred Sixty Five and 90/100*

DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *LEMAS + Nettleton vs. Reimard*

*Victor B. Vandling*

*No. 36 of 1980  
Sewer Rental*

031305936

572 810 00

RAYMOND KLEIMAN

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Law Offices

September 24, 1980

A. J. Zale, Chief Deputy Sheriff  
Columbia County Court House  
Bloomsburg, PA 17815

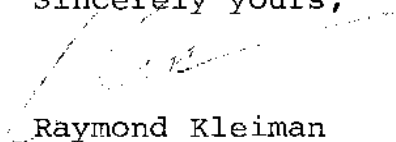
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Dear Deputy Sheriff Zale:

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Thank you.

Sincerely yours,



Raymond Kleiman

RK.mc

RAYMOND KLEIMAN

Law Offices

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Thank you.

Sincerely yours,

Raymond Kleiman

RK.mc

## BOROUGH OF BERWICK

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344 MARKET ST. BERWICK, PA. 18603

000414

August 7, 1980

Sheriff's Office  
Court House  
Bloomsburg, Pa. 17815  
Attention: Al Zale

## STATEMENT

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July 31, 1980	\$ 160.20
AUG, SEP "	+ 5.70
	\$ 165.90

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

Dear Mr. Kleiman, Please note to be (1) copy of your memo to this office. (2) copy of bill from sewer agency, and (3) copy of our check as payment forwarded to the Borough of Berwick. If you are in need of any additional information please contact this office.

Deed for the said property has been filed with the Columbia County Register & Recorder as of this date, 9/30/80, with instructions to forward same to you as requested via your memo dated September 17, 1980.

We trust that we have complied with all your requests in the matter.

Sincerely,  
*A. J. Zale*  
A. J. Zale  
Chief Deputy  
Col. Co. Sheriff's Dept.

Box 744 • 120

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

3761

PAY TO THE

*Borough of Berwick*

*One Hundred Sixty Five and 90/100*

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR *Lopez & Weatherfoot vs. Reimard*

*Victor B. Vandling*

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

JAMES F. REIMARD, and BETTY M. REIMARD, his wife, By Sheriff of Columbia County, Penna.

GRANTOR (S)

ADDRESS

ZIP CODE

Max Cleland, Administrator of Veterans Affairs, his successors and Assigns,

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

234 East 34th Street, Berwick Borough

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 1.00

HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

This transfer is wholly exempt as a conveyance to an agency of the Government of The United States of America.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II

(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE VICTOR B. VANDLING, Sheriff of Columbia County, Pennsylvania  
SUCCESSFUL BIDDER MAX CLELAND, Administrator of Veterans Affairs, his successors and Assigns.

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 25,000.00
JUDGEMENT PLUS INTEREST	\$ 31,708.90		
BID PRICE		\$ 687.73	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 31,708.90	\$ 687.73	\$ 25,000.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

17th DAY OF

September 1980

NOTARY PUBLIC

ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS TRUE, FULL AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

GRANTEE

AGENT FOR GRANTEE

GRANTOR

AGENT FOR GRANTOR

STRAY

TRUSTEE

MY COMMISSION EXPIRES

19

DEPT. OF REVENUE  
Harrisburg, PA



EXEMPTION CLAIMED FOR  
STRAW-AGENT-PRINCIPAL-TRUSTEES

COMPLETE THIS SECTION WHEN EXEMPTION FROM PENNSYLVANIA REALTY TRANSFER TAX IS CLAIMED ON THE BASIS THAT THE TRANSACTION REPRESENTS A TRANSFER FROM STRAW OR AGENT TO PRINCIPAL, OR FROM TRUSTEE, IN EXECUTION OF THE TRUST.

SECTION IV

THE DEED OF AQUISITION TRANSFERRING THIS IDENTICAL PROPERTY INTO THE ALLEGED STRAW, AGENT OR TRUSTEE SPECIFICALLY INDICATES THAT:

_____ (TRANSFEROR(S))	_____ ADDRESS	_____ TITLE
_____ TRANSFEE(S)	_____ ADDRESS	_____ TITLE

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

A DISCLOSURE OF THE STRAW, AGENT, OR TRUSTEE RELATIONSHIP WAS NOTED ON THE ABOVE MENTIONED DEED. ☐ YES ☐ NO

ANOTHER DEED WAS EXECUTED AND ACKNOWLEDGED SIMULTANEOUSLY WITH THE ABOVE DEED DISCLOSING SUCH HOLDING. ☐ YES ☐ NO

RECORDING DATE \_\_\_\_\_ DEED BOOK VOLUME \_\_\_\_\_ PAGE NUMBER \_\_\_\_\_

REALTY TAX PAID AT THAT TIME \$ \_\_\_\_\_

REQUEST:

DO NOT WRITE BELOW THIS LINE  
FOR BUREAU USE ONLY

FIELD SECTION	BUREAU HEADQUARTERS
ACCEPT AS FILED <input type="checkbox"/> REGULATION # _____	ACCEPTED AS FILED <input type="checkbox"/> REQUEST: _____
SIGNATURE _____ (DATE) _____	SIGNATURE _____ (DATE) _____
TITLE _____	TITLE _____

ON BEHALF OF THE SHERIFF OF COLUMBIA COUNTY, I AM HEREBY ADVISING ALL PROSPECTIVE BIDDERS AT THIS SHERIFF'S SALE THAT:

ALL BIDS MUST BE ACCOMPANIED WITH A 50% DOWN PAYMENT, IN CASH OR CHECK, AND THAT IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK, WE WILL PROSECUTE TO THE FULLEST EXTENT OF THE LAW. ALL BIDS MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON Thursday, Sept 18, 1980, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER ON A PIECE OF PROPERTY DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Sept 18, 1980, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY Sept 18, ONE WEEK FROM TODAY.

IF A PRICE IS RECEIVED AT THE RE-SALE OF THE PROPERTY, WHICH IS LESS THAN THE OFFER OR BID MADE AT THE ORIGINAL SALE, THEN THE SHERIFF'S OFFICE WILL INSTITUTE LEGAL ACTION IN THE NAME OF THE SHERIFF AGAINST THE DEFAULTING BIDDER AT THE ORIGINAL SALE FOR THE DIFFERENCE BETWEEN WHAT THE BIDDER ACTUALLY BID AT THE ORIGINAL SALE AND WHAT WAS RECEIVED BY WAY OF BID AT THE RE-SALE, PLUS COST.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS AND PARTIES IN INTEREST THAT THE SHERIFF WILL ON Sept 19, 1980 FILE A SCHEDULE OF DISTRIBUTION IN HIS OFFICE, WHERE THE SAME WILL BE AVAILABLE FOR INSPECTION, AND THAT DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS THEREAFTER.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY SHERIFF'S POUNDAGE OF 2% OF THE FIRST \$1000.00 and  $\frac{1}{2}\%$  THEREAFTER OF THE BID PRICE.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 32,319.82, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 32,319.82, WHICHEVER IS HIGHER.

*Handwritten notes:*  
Assigned, PO Box 5000, The Sheriff's Office  
12.15.1980  
Tax Credit

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDERS USE ONLY  
BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

GRANTOR (S) Victor B. Wandling, Sheriff Col Co Office ADDRESS Phila 17815  
GRANTEE (S) Max Cleland, Administrator Veterans Affairs ADDRESS PO Box 59, Phila PA 19101

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

234 E. 13th St. District K 81  
REG. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 687.73 HIGHEST ASSESSED VALUE \$ 2630.00  
FAIR MARKET VALUE \$ 7870.00 REALTY TRANSFER TAX PAID \$ None

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

Mortgage - 1st Lien - 1975-1975

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II  
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

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EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIEN OR OBLIGATION

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIEN OR OBLIGATION

ADDRESS

SECTION III  
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Victor B. Wandling, Col Co Office ADDRESS Phila 17815  
SUCCESSFUL BIDDER Max Cleland, Administrator Veterans Affairs ADDRESS PO Box 59, Phila PA 19101

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2630.00
JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$ 687.73	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$	\$ 1375.46	\$ 2630.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 19\_\_

NOTARY PUBLIC

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

MY COMMISSION EXPIRES \_\_\_\_\_ 19\_\_

☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☐ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

The County of Columbia Co. vs Reynolds, James A.

THURSDAY, September 11, 1958

NO. 36 of Page 1

## WRIT OF EXECUTION:

Judgement --- Principal	\$ <u>21,232.71</u>	<u>TOTAL</u>
Insurance	_____	
Interest from <u>7/3/58</u> to _____	_____	
Real Estate Tax	_____	
Interest from _____ to _____	_____	
_____ days @ \$ _____ per day	_____	

Total..... \$ 21,232.71

## INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)	<u>12.00</u>
Pro. Pd.	<u>25.00</u>
Shff. V.	<u>43.50</u>
Judg. Fee	<u>6.00</u>
Atty. Fee	_____
Satisfaction	_____

Total.....\$ \_\_\_\_\_ \$ 86.50

## -ATTORNEY FEES-

Total.....\$ \_\_\_\_\_ \$ 31,705.90

## SHERIFF'S COST OF SALE:

Docket & Levy	<u>10.75</u>
Service of Notice	<u>10.00</u>
Postage	_____
Posting of Sale Bills (Bldg., Office, Lobby etc.)	<u>15.00</u>
Advertising, Sale Bills	<u>5.00</u>
Advertising, Newspapers	<u>5.00</u>
Mileage	<u>29.30</u>
Crying/Adjourn of Sale	<u>5.00</u>
Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)	_____
Sheriff's Deed (executing & registering)	<u>20.00</u>

Total.....\$ \_\_\_\_\_ \$ 102.05

Morning Press (Ads)	<u>91.15</u>
Berwick Enterprise (Ads)	<u>91.15</u>
Henrie Printing	<u>24.30</u>
Finance Charges	_____

Total.....\$ \_\_\_\_\_ \$ 205.60

Prothonotary - List of Liens	<u>3.50</u>
Deed	<u>3.00</u>

Total..... \$ \_\_\_\_\_ \$ 6.50

Recorder of Columbia Co.	_____
Deed, Search, Affidavit	<u>10.00</u>
State Stamps	_____
Realty Transfer Stamps	_____

Total..... \$ \_\_\_\_\_ \$ 10.00

## REAL ESTATE TAXES:

Borough/Township & County Taxes, 19 <u>58</u>	<u>1.00</u>
School Taxes, District <u>1000</u> , 19 <u>58</u>	<u>194.62</u>
Parcel #1 <u>1000</u>	_____
Parcel #2 _____	_____
Parcel #3 _____	_____
Parcel #4 _____	_____

Total..... \$ \_\_\_\_\_ \$ 195.62

## SEWERAGE RENT DUE:

Municipality <u>1000</u> for 19 <u>58</u>	\$ <u>165.90</u>	\$ <u>165.90</u>
---	------------------	------------------

TAXES & COSTS ----- 618.00  
plus POUNDAGE -----

Note: Add \$76.81 (Initial costs to Prothonotary) plus REALTY TRANSFER TAX and STATE STAMPS - if purchased by other than plaintiff.



OFFICE OF  
**SHERIFF OF COLUMBIA COUNTY**  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

A. J. Zale

~~RAYMOND YADUNOWSKI, JR.~~

CHIEF DEPUTY

JOHN J. D'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

August 7, 1980

The Lomas & Nettleton Company

vs

James F. Reimard and  
Betty M. Reimard, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Deputy Sheriffs Lee Mensinger & Linda Mowery, posted a copy of the  
Sheriff's Sale Bill on the property of James F. Reimard and Betty M. Reimard,  
his wife, 234 E. 13th St., Berwick Borough,  
Columbia County, Pennsylvania.

So Answers:

*Lee F. Mensinger*  
Deputy Sheriff

For:

*Victor B. Vandling*  
Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_.

Frederick J. Peterson,  
Prothonotary, Columbia County, Penna.

RAYMOND KLEIMAN

---

Law Offices

July 7, 1980

Sheriff Victor Vandling  
Columbia County Court House  
Bloomsburg, PA 17815

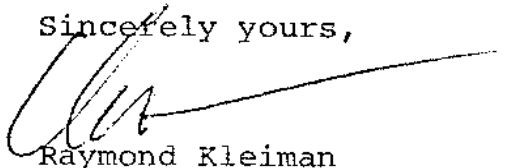
Re: The Lomas and Nettleton Company v. James Reimard et ux  
No. 885 of 1980  
In Mortgage Foreclosure

Dear Sheriff Vandling:

I have received notification that judgment in the above matter was entered on July 3, 1980. Please advise me of the date of Sheriff sale at your earliest convenience.

Thank you.

Sincerely yours,



Raymond Kleiman

RK:mcd

July 14, 1980

Dear Mr. Kleiman:

In answer to your memo above, you are hereby advised that a SHERIFF'S SALE in the above matter has been scheduled to be held THURSDAY, SEPTEMBER 11, 1980 at 2:00 P.M. D.S.T., in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pa.

Sincerely yours,

A. J. Zale  
Chief Deputy Sheriff



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

**A. J. Zale**

~~XXXXXXXXXXXXXXXXXXXX~~

CHIEF DEPUTY

JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

July 11, 1980

THE LOMAS & NETTLETON COMPANY

VS

JAMES F. REIMARD, and  
BETTY M. REIMARD, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 36 of 1980  
WRIT OF EXECUTION

SERVICE ON BETTY M. REIMARD

On July 11, 1980 at 2:25 P.M. DST, a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was served on the defendant, Betty M.  
Reimard at R.D. 1, Benton, Col. Co., Pa.  
by John J. O'Brien, Deputy Sheriff, Col. Co.  
Service was made by personally handing said writ of execution and notice of  
sheriff's sale of real estate to the defendant.

So Answered

A. J. Zale  
A. J. Zale  
Chief Deputy Sheriff

For:

Victor B. Vandling  
Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_.

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



OFFICE OF  
SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE  
BLOOMSBURG, PENNSYLVANIA, 17815

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

A. J. Zale

~~RAYMOND KACHROWSKI, JR.~~

CHIEF DEPUTY

JOHN J. O'BRIEN, DEPUTY  
LEE F. MENSINGER, DEPUTY  
LINDA D. MOWERY, DEPUTY

July 10, 1980

THE LOMAS & NETTLETON COMPANY

VS

JAMES F. REIMARD, and  
BETTY M. REIMARD, his wife

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 36 of 1980  
WRIT OF EXECUTION

SERVICE ON JAMES F. REIMARD

On July 9, 1980 at 8:05 P.M. DST, a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was served on the defendant, James F.  
Reimard at 220 Hughes St., Berwick, Pa.  
by John J. O'Brien, Deputy Sheriff Col. Co.  
Service was made by personally handing said writ of execution and notice of  
sheriff's sale of real estate to the defendant.

So Answers:

A. J. Zale  
A. J. Zale  
Chief Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_.

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



*Law Offices of*  
**RAYMOND KLEIMAN**  
120 MARKET STREET  
HARRISBURG, PENNA. 17101  
TELEPHONE (717) 236-9511

July 2, 1980

Prothonotary of Columbia County  
Court House  
Bloomsburg, PA 17815

Re:

The Lomas and Nettleton Company  
V. James Reimard et ux  
Action in Mortgage Foreclosure  
Premises- 234 East 13th St., Berwick, PA

Dear Sir:

I would appreciate your entering default judgment in the above captioned matter, issuing a Writ of Execution on the captioned property, and transmitting the appropriate documents to the Sheriff so that the matter can be placed on the Sheriff's Sale List for \*\*

All of the necessary documentation is enclosed, together with my check to your order in the amount of \$16.00 and the check to the order of the Sheriff in the amount of \$300.00 in payment of costs and fees. Kindly send your filing receipt and a stamped copy of the Praeceptum for Judgment in the self-addressed envelope I have enclosed.

If there is any question concerning this matter, please contact me immediately.

Thank you for your cooperation.

Sincerely yours,

  
Raymond Kleiman

RK:mcd

Encls.

\*\*Sale date to be determined by Sheriff.

Balance Due \$182.36

\$91.18 - Morning Press, includes affidavit charge.  
91.18 - Berwick Enterprise, " " "  
\$182.36 - Total Due - James & Betty Reimard Sheriff Sale

Victor B. Vandling  
Court House  
Bloomsburg, PA 17815

Paul R. Eyerly III, being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal office of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania (and Legal Holidays), continuously in said Town, County and State since its establishment on the 1st day of March, 1902, and has been published daily (except on Sundays and Legal Holidays), continuously in said Town, County and State since its establishment; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on..... August 20, 27, September 3, 1980 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which the notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 4th day of Sept.

*Matthew J. Caine*  
(Notary Public)

My Commission Expires  
MATTHEW J. CAINE, NOTARY PUBLIC  
BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA  
MY COMMISSION EXPIRES 12-31-81  
Member Pennsylvania Notary Association

And now, 1980, I hereby certify that the advertisement charges amounting to \$..... for publishing the foregoing notice, and affidavit have been paid in full.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Lomas & Nettleton Co vs Reimard

LEGAL ADS  
No. 36 OF 1980

Victor B. Vandling

SHERIFF'S SALE  
By virtue of Writ of Execution No. 36 of 1980, issued out of the Court of Common Pleas of Columbia County, Pennsylvania, and to me directed, I will expose to public sale at the Sheriff's Office, in the Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Sept. 11, 1980  
at 2:00 o'clock p.m.

ALL THAT CERTAIN piece, parcel and tract of land situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described in accordance with a survey prepared by Orangeville Surveying Consultants, dated October 24, 1975, as follows, to-wit:

BEGINNING at an iron pin located along the southern side of 13th Street, said point being North 54 degrees 54 minutes 0 seconds west, 18.70 feet from the northwest corner of said house located on the said property and also in line of other land now or formerly of Margaret N. Arey, thence along the southern side of 13th Street, North 69 degrees 35 minutes 0 seconds east, 49.50 feet to an iron pin; thence along land now or formerly of Thomas B. Shade, et al and W.B. Shade, et al, south 21 degrees 19 minutes 0 seconds east, 165.00 feet to the northern side of a 16.50 foot alley; thence along the northern side of said alley, south 69 degrees 35 minutes 0 seconds west, 49.50 feet to an iron pin; thence along land now or formerly of Margaret N. Arey, north 21 degrees 19 minutes 0 seconds west, 165 feet to a point, the place of beginning.

CONTAINING 8,165.82 square feet.

BEING the same premises which Lawrence E. Hendrickson and Ellen C. Hendrickson, his wife by deed dated December 15, 1975, and recorded in Deed Book 274, page 710, Columbia County Records, granted and conveyed unto James F. Reimard, and Betty M. Reimard, his wife.

Taken into execution, etc., at the suit of The Lomas and Nettleton Company vs. James F. Reimard, and Betty M. Reimard, his wife under Judgment No. 885 of 1980 in the Court of Common Pleas of Columbia County, Pennsylvania.

Notice is hereby given to all claimants and parties interested that the Sheriff will receive all offers in stock, bond, or cash, or any combination thereof, for the purchase of the above described property, and will accept the highest offer. The property is being sold "as is" and the Sheriff is not responsible for the condition of the property.

DOUBLE 4 and 8" white vinyl siding now \$49.50/sq. ft. Colors and all accessories in stock. Vinyl or other materials available. Call 473-8311 or 473-8301.

CARTER LUMBER  
Plumbing, Elec. & Htg.  
473-8311 or 473-8301

3729

Sept 29, 1980

60-583  
313

\$182.36

DOLLARS

One-Hundred Eighty Two and 36/100

PAY TO THE ORDER OF Press-Enterprise, Inc.

WRIT OF EXECUTION - (MONEY JUDGEMENTS) Rules P.R.C.P. 3101 to 3149

The Lomas & Nettleton  
Company

vs

James F. Reimard & Betty M.  
Reimard, his wife

No. 36 Term 1980 E.D.

No. 885 Term 1980 J.D.

No. Term 19

WRIT OF EXECUTION  
(MONEY JUDGEMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

TO THE SHERIFF OF COLUMBIA COUNTY, PENNA.

To satisfy the judgement, interest and costs against JAMES F. REIMARD & BETTY M. REIMARD

HIS WIFE

Defendant (s):

(1) You are directed to levy upon the property of the defendant (s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

(Specifically describe property) as Garnishee (s)

and to notify the Garnishee (s) that

(a) an attachment has been issued;

(b) the garnishee (s) is enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof.

(3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee (s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$31,632.09

Interest from July 3, 1980

Total

Plus costs as per endorsement hereon.

Prothonotary, Court of Common Pleas of  
Columbia County, Penna.

Dated July 2, 1980  
(SEAL)

I hereby certify the within to be a  
True copy of the original writ in this  
case.  
VICTOR B. VANDLING  
Sheriff

By: Deputy

Description for Sheriff in Writ of Execution No.

In the Court of Common Pleas of Columbia County, Pennsylvania,

Against JAMES F. REIMARD, and BETTY M. REIMARD, ux , Defendants

ALL THAT CERTAIN piece, parcel and tract of land situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described in accordance with a survey prepared by Orangeville Surveying Consultants, dated October 24, 1975, as follows, to-wit:

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BEING the same premises which Lawrence E. Hendrickson and Ellen C. Hendrickson, his wife by deed dated 15 December 1975, and recorded in Deed Book 274, Page 710, Columbia County Records, granted and conveyed unto JAMES F. REIMARD, and BETTY M. REIMARD, his wife.

SEIZED, taken in execution, and to be sold as the property of  
JAMES F. REIMARD, and BETTY M. REIMARD, his wife

under Judgment No. 885 of 1980 in the Court of Common  
Pleas of Columbia County, Pennsylvania.

Description for Sheriff in Writ of Execution No.

In the Court of Common Pleas of Columbia County, Pennsylvania,

Against JAMES F. REIMARD, and BETTY M. REIMARD, ux , Defendants

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Description for Sheriff in Writ of Execution No.

In the Court of Common Pleas of Columbia County, Pennsylvania,

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SEIZED, taken in execution, and to be sold as the property of  
JAMES F. REIMARD, and BETTY M. REIMARD, his wife

under Judgment No. 885 of 1980 in the Court of Common  
Pleas of Columbia County, Pennsylvania.

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
PAGE NUMBER \_\_\_\_\_  
DATE RECORDED \_\_\_\_\_

COMPLETE APPLICABLE SECTIONS IN FULL AND FILE IN DUPLICATE WITH RECORDER OF DEEDS WHEN (1) THE FULL CONSIDERATION IS NOT SET FORTH IN THE DEED, (2) THE TRANSFER IS WITHOUT CONSIDERATION OR GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

JAMES F. REIMARD, and BETTY M. REIMARD, his wife, By Sheriff of Columbia County, Penna.

GRANTOR (S)

ADDRESS

ZIP CODE

Max Cleland, Administrator of Veterans Affairs, his successors and Assigns,

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

234 East 34th Street, Berwick Borough

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 1.00

HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON(S) AND CITE PORTION OF LAW.

This transfer is wholly exempt as a conveyance to an agency of the Government of The United States of America.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II  
(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

SECTION III  
(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE VICTOR B. VANDLING, Sheriff of Columbia County, Pennsylvania  
SUCCESSFUL BIDDER MAX CLELAND, Administrator of Veterans Affairs, his successors and Assigns.

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 25,000.00
JUDGEMENT PLUS INTEREST	\$ 31,708.90		
BID PRICE		\$ 687.73	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 31,708.90	\$ 687.73	\$ 25,000.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

17th DAY OF September, 1980

NOTARY PUBLIC

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

MY COMMISSION EXPIRES 19

DOROTHY LONCAR, NOTARY PUBLIC  
My Commission Expires May 24, 1981  
Harrisburg, PA Columbia County

☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ GRANTOR ☐ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
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DATE RECORDED \_\_\_\_\_

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SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

JAMES F. REIMARD, and BETTY M. REIMARD, his wife, By Sheriff of Columbia County, Penna.

GRANTOR (S)

ADDRESS

ZIP CODE

Max Cleland, Administrator of Veterans Affairs, his successors and Assigns,

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

234 East 34th Street, Berwick Borough

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 1.00

HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$

TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW.

This transfer is wholly exempt as a conveyance to an agency of the Government of The United States of America.

IF THIS IS A TRANSFER FROM A STRAW, AGENT OR TRUST AGREEMENT, COMPLETE THE REVERSE SIDE.

SECTION II

(COMPLETE ONLY IF PROPERTY WAS SUBJECT TO LIEN OR MORTGAGE AT THE TIME OF TRANSFER)

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EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

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SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

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SUCCESSFUL BIDDER MAX CLELAND, Administrator of Veterans Affairs, his successors and Assigns.

NAME

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TITLE

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HIGHEST ASSESSED VALUE			\$ 25,000.00
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ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
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NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

17th DAY OF September 1980

NOTARY PUBLIC

MY COMMISSION EXPIRES

19

DOLORES LONCAR, NOTARY PUBLIC

My Commission Expires Nov. 24, 1981

Berwick, PA

Columbia County

ALL OF THE INFORMATION ENTERED ON BOTH SIDES OF THIS AFFIDAVIT IS TRUE, FULL AND COMPLETE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

☐ GRANTEE ☒ AGENT FOR GRANTEE  
☐ GRANTOR ☐ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE



REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY  
BOOK NUMBER \_\_\_\_\_  
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## SECTION I

(COMPLETE FOR ALL TRANSACTIONS)

JAMES F. REIMARD, and BETTY M. REIMARD, his wife, By Sheriff of Columbia County, Penna.

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ZIP CODE

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GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

234 East 34th Street, Berwick Borough

Columbia

R.D. STREET &amp; NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 1.00

HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$

REALTY TRANSFER TAX PAID \$

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MORTGAGEE

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EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

## SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE VICTOR B. VANDLING, Sheriff of Columbia County, Pennsylvania

SUCCESSFUL BIDDER MAX CLELAND, Administrator of Veterans Affairs, his successors and Assigns.

NAME

ADDRESS

TITLE

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UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 31,708.90	\$ 687.73	\$ 25,000.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

17th DAY OF

September 1980

NOTARY PUBLIC

ALL OF THE INFORMATION ENTERED  
ON BOTH SIDES OF THIS AFFIDAVIT IS  
TRUE, FULL AND COMPLETE TO THE  
BEST OF MY KNOWLEDGE, INFORMATION  
AND BELIEF.

MY COMMISSION EXPIRES 19

DOLORES LONCAR, NOTARY PUBLIC  
My Commission Expires May 25, 1981  
Berwick, PA Berwick County

☐ GRANTEE ☒ AGENT FOR GRANTEE  
☐ GRANTOR ☐ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

# WRIT OF EXECUTION – (MONEY JUDGEMENTS) Rules P.R.C.P. 3101 to 3149

The Lomas & Nettleton  
Company  
.....  
.....  
vs  
James F. Reimard & Betty M.  
Reimard, his wife  
.....  
.....

No. 36 ..... Term 19<sup>80</sup> E.D.  
No. 885 ..... Term 19<sup>80</sup> J.D.  
No. .... Term 19.....

## WRIT OF EXECUTION (MONEY JUDGEMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA .....

TO THE SHERIFF OF COLUMBIA ..... COUNTY, PENNA.

To satisfy the judgement, interest and costs against JAMES F. REIMARD & BETTY M. REIMARD .....

HIS WIFE ..... Defendant (s):

(1) You are directed to levy upon the property of the defendant (s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)

(2) You are also directed to attach the property of the defendant not levied upon in the possession of .....

..... as Garnishee (s)  
(Specifically describe property)

and to notify the Garnishee (s) that

(a) an attachment has been issued;

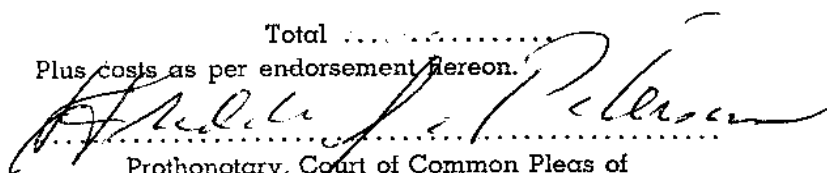
(b) the garnishee (s) is enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof.

(3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee (s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 31,632.09 .....

Interest from July 3, 1980 .....

Total .....  
Plus costs as per endorsement hereon.

  
Prothonotary, Court of Common Pleas of  
Columbia County, Penna.

Dated July 3, 1980 .....  
(SEAL)

By: .....  
Deputy

Description for Sheriff in Writ of Execution No.

In the Court of Common Pleas of Columbia County, Pennsylvania,

Against JAMES F. REIMARD, and BETTY M. REIMARD, ux , Defendants

ALL THAT CERTAIN piece, parcel and tract of land situate in the Borough of Berwick, Columbia County, Pennsylvania, bounded and described in accordance with a survey prepared by Orangeville Surveying Consultants, dated October 24, 1975, as follows, to-wit:

BEGINNING at an iron pin located along the southern side of 13th Street, said point being North 54 degrees 54 minutes 0 seconds west, 18.70 feet from the northwest corner of said house located on the said property and also in line of other land now or formerly of Margaret N. Arey, thence along the southern side of 13th Street, North 69 degrees 35 minutes 0 seconds East, 49.50 feet to an iron pin; thence along land now or formerly of Thomas B. Shade, et al and W. B. Shade, et al, south 21 degrees 19 minutes 0 seconds east, 165.00 feet to the northern side of a 16.50 foot alley; thence along the northern side of said alley, south 69 degrees 35 minutes 0 seconds west, 49.50 feet to an iron pin; thence along land now or formerly of Margaret N. Arey, north 21 degrees 19 minutes 0 seconds west, 165 feet to a point; the place of beginning.

CONTAINING 8,165.82 square feet.

BEING the same premises which Lawrence E. Hendrickson and Ellen C. Hendrickson, his wife by deed dated 15 December 1975, and recorded in Deed Book 274, Page 710, Columbia County Records, granted and conveyed unto JAMES F. REIMARD, and BETTY M. REIMARD, his wife.

SEIZED, taken in execution, and to be sold as the property of  
JAMES F. REIMARD, and BETTY M. REIMARD, his wife

under Judgment No. 885 of 1980 in the Court of Common  
Pleas of Columbia County, Pennsylvania.

THE LOMAS AND NETTLETON COMPANY, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
vs : CIVIL ACTION - LAW  
JAMES F. REIMARD, and : NO.  
BETTY M. REIMARD, his wife, : IN MORTGAGE FORECLOSURE  
Defendants : WRIT NO.

PLAINTIFF'S AFFIDAVIT TO ACCOMPANY WRIT  
OF EXECUTION UNDER PA. R.C.P. 3129(a)

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

PATRICIA COLETTI, , being duly sworn according to law, deposes and says that she is a duly constituted representative for THE LOMAS AND NETTLETON COMPANY, Execution Plaintiff in the action above captioned, that she is duly authorized to make this Affidavit; that she has personal knowledge concerning the Mortgage Payment Account which is the subject of the above captioned action; and that to the best of her knowledge, information and belief:

1. The names and last known addresses of the owners or reputed owners of the real estate described in Exhibit A, attached hereto and which is hereby made a part hereof, and which is the real estate to be levied upon under and by virtue of the Writ of Execution above set forth are as follows:

JAMES F. REIMARD  
234 East 13th Street  
Berwick, Pennsylvania  
18603

BETTY M REIMARD  
234 East 13th Street  
Berwick, Pennsylvania  
18603

2. The names and last known addresses of the Defendants in the Judgment of the action above captioned are as follows:

JAMES F. REIMARD  
234 East 13th Street  
Berwick, Pennsylvania  
18603

BETTY M. RIMEARD  
234 East 13th Street  
Berwick, Pennsylvania  
18603

THE LOMAS AND NETTLETON COMPANY

BY: Patricia Colitti  
PATRICIA COLETTI  
Assistant Vice President

SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 26th DAY OF May, 1980

Maria Kratz  
NOTARY PUBLIC  
MARIA KRATZ, Notary Public  
Upper Darby Twp., Delaware Co.  
My Commission Expires May 9, 1983

THE LOMAS AND NETTLETON COMPANY,  
Plaintiff  
vs  
JAMES F. REIMARD, and  
BETTY M. REIMARD, his wife,  
Defendants

: IN THE COURT OF COMMON PLEAS OF  
: COLUMBIA COUNTY, PENNSYLVANIA.  
: CIVIL ACTION - LAW  
: WRIT NO. *26 of 1980 E.D.*  
: SUR JUDGMENT  
: NO. 885 of 1980  
: IN MORTGAGE FORECLOSURE

NOTICE PURSUANT TO PA. R. C. P.  
3129(b)(2) and 3129(c)

TO:

JAMES F. REIMARD, and BETTY M. REIMARD, his wife,  
Defendants in the action above  
captioned and/or owners or reputed owners of the real estate  
hereinafter described, and all other parties in interest and claimant

YOU ARE HEREBY NOTIFIED, that by virtue of the Writ of Execution above set forth, issued out of THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, and directed to the Sheriff of Columbia County, Pennsylvania, the said Sheriff will expose to public sale <sup>in</sup> ~~at~~ the ~~Sheriff's Office,~~ Columbia County Courthouse, located at Bloomsburg Pennsylvania, on the *11<sup>th</sup>* day of *September*, 1980, at *2:00 o'clock, P. M., Eastern Daylight Time.* the real estate and improvements thereon erected, if any, described in Exhibit A , hereto attached and made a part of this noti

YOU ARE FURTHER NOTIFIED that a proposed schedule of distribution of the proceeds of the above sale will be filed by the said Sheriff of Columbia County, on the *19<sup>th</sup>* day of *September* 1980 , and that distribution of said proceeds will be made in accordance with the said schedule of distribution unless exceptions are filed thereto within ten (10) thereafter.

  
RAYMOND KLEIMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

Description for Sheriff in Writ of Execution No. *26 OF 1980 E.D.*

In the Court of Common Pleas of Columbia County, Pennsylvania,

Against JAMES F. REIMARD, and BETTY M. REIMARD, ux , Defendants

ALL THAT CERTAIN piece, parcel and tract of land situate in the Borough of Berwick, Columbia County,, Pennsylvania, bounded and described in accordance with a survey prepared by Orangeville Surveying Consultants, dated October 24, 1975, as follows, to-wit:

BEGINNING at an iron pin located along the southern side of 13th Street, said point being North 54 degrees 54 minutes 0 seconds west, 18.70 feet from the northwest corner of said house located on the said property and also in line of other land now or formerly of Margaret N. Arey, thence along the southern side of 13th Street, North 69 degrees 35 minutes 0 seconds East, 49.50 feet to an iron pin; thence along land now or formerly of Thomas B. Shade, et al and W. B. Shade, et al, south 21 degrees 19 minutes 0 seconds east, 165.00 feet to the northern side of a 16.50 foot alley; thence along the northern side of said alley, south 69 degrees 35 minutes 0 seconds west, 49.50 feet to an iron pin; thence along land now or formerly of Margaret N. Arey, north 21 degrees 19 minutes 0 seconds west, 165 feet to a point; the place of beginning.

CONTAINING 8,165.82 square feet.

BEING the same premises which Lawrence E. Hendrickson and Ellen C. Hendrickson, his wife by deed dated 15 December 1975, and recorded in Deed Book 274, Page 710, Columbia County Records, granted and conveyed unto JAMES F. REIMARD, and BETTY M. REIMARD, his wife.

SEIZED, taken in execution, and to be sold as the property of  
JAMES F. REIMARD, and BETTY M. REIMARD, his wife

under Judgment No. 885 of 1980

in the Court of Common

Pleas of Columbia County, Pennsylvania.

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Beishline~~ Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

James F. Reimard and Betty M. Reimard, his wife,

and find as follows:

See attached copy of mortgage filed in this office.

Fee \$1.50.....

In testimony whereof I have set my hand and  
seal of office this 8th day of August  
A.D., 19 80

*Beverly J. Michael* <sup>Acting</sup> RECORDER

## MORTGAGE

THIS INDENTURE, made the 15th day of December, in the year of our Lord one thousand nine hundred and seventy-five, BETWEEN JAMES F. REIMARD AND BETTY M., his wife (hereinafter called Mortgagor) and THE LOMAS AND 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 TWENTY-NINE THOUSAND AND 00/100

Dollars (\$ 29,000.00 ), with interest from date, at the rate of nine per centum ( 9 %) 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 Two Hundred Thirty-Three and 45/100 Dollars (\$ 233.45 ), commencing on the first day of February, 1976, 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 January, 2006, and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the Borough of Berwick, County of COLUMBIA and Commonwealth of Pennsylvania, to wit:

SEE ATTACHED DESCRIPTION

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 AND COOKING EQUIPMENT

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:

BOOK 176 1129



ALL THAT CERAIN piece, parcel, and tract of land situate in the Boro of Berwick, Columbia County, Pennsylvania, bounded and described in accordance with a survey prepared by Orangeville Surveying Consultants, dated October 24, 1975, as follows to wit:

BEGINNING at an iron pin located along the southern side of 13th Street, said point being North 54 degrees 54 minutes 0 seconds West, 18.70 feet from the northwest corner of said house located on the said property and also in line of other land of Margaret M. Arcy, thence along the southern side of 13th Street, North 69 degrees 35 minutes 0 seconds East, 49.50 feet to an iron pin; thence along land of Thomas B. Shade, et al and W. B. Shade, et al, South 21 degrees 19 minutes 0 seconds East 165.00 feet to the northern side of a 16.50 feet alley; thence along the northern side of said alley, South 69 degrees 35 minutes 0 seconds West, 49.50 feet to an iron pin; thence along land of Margaret M. Arcy, North 21 degrees 19 minutes 0 seconds West, 165 feet to a point; the place of BEGINNING.

CONTAINING 8,165.82 square feet.

BEING the same premises which Lawrence E. Henrickson and Ellen C., his wife, by Indenture bearing date the            day of            A.D., 1975, and intended to be forthwith recorded at Bloomsburg, granted and conveyed unto James F. Reimard and Betty M., his wife, as tenants by entireties.

✓ IT IS understood and agreed that SEVENTEEN THOUSAND FOUR HUNDRED (\$17,400.00) DOLLARS of the principal sum herein mentioned is guaranteed by the Veterans Administration under the Servicemen's Readjustment Act of 1944, Section 501 as amended May 7, 1968 under P.L. 90-301.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid alley as and for a passageway and watercourse at all times, hereafter, forever in common with the owners, tenants and occupiers of the other lots of ground bounding there on and entitled to the use thereof.

THIS MORTGAGE IS intended to be a purchase money Mortgage under the provisions of the Lien Priority Law as amended.

AND

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:

*James F. Reimard* (SEAL)  
JAMES F. REIMARD (SEAL)  
*Betty M. Reimard* (SEAL)  
BETTY M. REIMARD (SEAL)

CERTIFICATE OF RESIDENCE

I, the subscriber, do hereby certify that the correct address of the within-named Mortgagee is 121 North Broad Street, Phila., Pa.  
Witness my hand this 15th day of December, 1975  
*James F. Reimard*  
Agent of Mortgages

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

On this 15th day of December, A.D. 1975 before me, the subscriber a notary public came the above-named James F. Reimard and Betty M., h/w and acknowledged the within Indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

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

*Suzanne V. ...*  
My commission expires  
NOTARY PUBLIC  
My Commission Expires 1976  
Bloomsburg, Pa.

RECORDER PLEASE NOTE:  
This instrument to be returned to  
THE LOMAS & NETTLETON COMPANY  
234 E. 13th Street  
Beryick, Pa. 18602  
Philadelphia, Pennsylvania 19107

116-139  
REC'D BY RECORDER  
L & N #07-37-48540  
COMMONWEALTH OF PENNSYLVANIA  
DEC 15 2 31 PM '75  
FEE \$2.00

800A 176 1183  
MORTGAGE

JAMES F. REIMARD, ET. UX.

TO

THE LOMAS AND NETTLETON COMPANY

PREMISES: 234 E. 13th Street  
Beryick, Pa. 18602

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF COLUMBIA

Recorded on this 15th day of December, A.D. 1975, in the Recorder's Office of said County in Mortgage Book Vol. Page  
Given under my hand and seal of the said office, the day and year aforesaid.  
*Mucille ...*  
Recorder  
*C. ...*

LIST OF LIENS
VERSUS

JAMES F. & BETTY M. REIMARD

Court of Common Pleas of Columbia County, Pennsylvania.

The Lomas & Nettleton Co.

versus

James F. & Betty M. Reimard

No. 885 of Term, 19 80
Real Debt \$ 31,632.09
Interest from July 3, 1980
Commission
Costs
Judgment entered July 3, 1980
Date of Lien July 3, 1980
Nature of Lien Default Judgment

versus

No. of Term, 19
Real Debt \$
Interest from
Commission
Costs
Judgment entered
Date of Lien
Nature of Lien

versus

No. of Term, 19
Real Debt \$
Interest from
Commission
Costs
Judgment entered
Date of Lien
Nature of Lien

versus

No. of Term, 19
Real Debt \$
Interest from
Commission
Costs
Judgment entered
Date of Lien
Nature of Lien

versus

No. of Term, 19
Real Debt \$
Interest from
Commission
Costs
Judgment entered
Date of Lien
Nature of Lien

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 11th day of SEPTEMBER 19 80, at 2:00 o'clock P.M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to MAX CLELAND, ADMINISTRATOR OF VETERANS AFFAIRS, his successors and assigns for the price or sum of \$687.73 plus \$13.75 Poundage Six Hundred, Eighty Seven and 73/100 plus Thirteen and 75/100 Poundage ----- Dollars being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

SHERIFF'S COST:	
Sale cost	\$100.05
Poundage	13.75
	\$113.80
Press-Enterprise	182.36
Henrie Printing	26.30
Prothonotary, Col. Co.	8.50
Register and Recorder, Col. Co.	10.00
Connie C. Gingher, Tax Collector, Berwick Borough, 1980 School R.E.	194.62
Berwick Borough Sewer Rental (past due)	165.90

The Lomas & Nettleton Company

vs

James F. Reimard and  
Betty M. Reimard, his wife  
No. 36 of 1980 E.D.  
No. 885 of 1980 J.D.

Sheriff's Office, Bloomsburg, Pa. }  
September 19, 1980 }

So answers  
Victor B Vandling  
VICTOR B. VANDLING Sheriff