

June 8, 1981

Sheriff Columbia County
Bloomsburg, PA 17815

Re: Roland Rough Foreclosure Sale

Dear Sir:

Please advise us the date the deed was recorded in the above sale and have the Recorder forward the deed to us at the earliest possible time.

Sincerely yours,



Raymond Kleiman

RK:md

*Recorded 5-26-81
D.B. 302, Pg. 458.*

Memorandum from the desk of

Sheriff Victor B. Vandling

To Atty. Raymond Kleiman

Date 26 May 1981

Subject Roland Rough
Foreclosure Sale.

As you requested, enclosed is:

1. Final sale cost sheet (distribution sheet copy).
2. Copy of Writ of Execution.
3. Copy of paid receipt for 1981 taxes.

You are also being advised that the DEED in the matter has been taken to the Register & Recorder's office for processing this date. It should be forwarded thereafter to you within the next 10 days or two weeks.

Yours truly,



A. J. Zale
Deputy Sheriff

P.S. Check in amount of \$141.98 is enclosed payable to you as refund of unused advance cost monies received via check dated 2/26/81.

RAYMOND KLEIMAN

Law Offices

OFFICE OF SHERIFF
COLLIER BIA COUNTY
MAY 12 10 17 AM '81
SHERIFF
CHIEF DEPUTY

May 9, 1981

Victor B. Vandling, Sheriff
Columbia County Court House
Bloomsburg, PA 17815

RE: Roland Rough
Foreclosure Sale

Dear Sheriff:

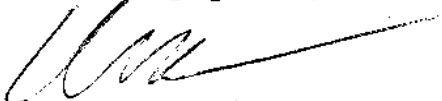
Please be advised that we wish the deed in the above matter to be made in favor of "Administrator of Veterans Affairs, his successor and assigns, of Washington, D.C." The residence address of the grantee is the local Veterans Affairs Office, 5000 Wissahickon Avenue, P.O. Box 8079, Philadelphia, Pennsylvania 19101. Please be advised whether you wish us to prepare the affidavit for this tax exempt transfer.

Please forward your final sale cost sheet, copies of the Writ of Execution and paid receipts for the 1981 taxes.

We would appreciate being advised the date that the deed is recorded and request the recorder to forward it to us when processing has been completed.

Thank you for your courtesy and cooperation.

Sincerely yours,


Raymond Kleiman

RK:tme

Memorandum from the desk of

Sheriff Victor B. Vandling

To Atty. Raymond Kleiman

Date 15 May 1981

Subject Roland Rough
Foreclosure Sale

Your request listed in your memo dated May 9, 1981 (copy attached) will be complied with.

Final sale cost sheet, copies of the Writ of Execution and paid receipts for the 1981 taxes will be forwarded at the time distribution is made, May 26, 1981.

Sincerely yours,



A. J. Zale
Chief Deputy

RAYMOND KLEIMAN

Law Offices

May 18, 1981

Sheriff
Columbia County Courthouse
Bloomsburg, PA 17815

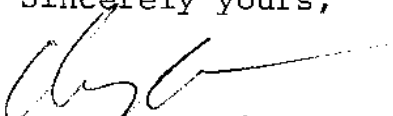
Re: Roland Rough
In Mortgage Foreclosure

Dear Sir:

Enclosed is affidavit of value to accompany
your deed. Please notify me of recording
date and have deed returned to me after it
has been processed.

Thank you.

Sincerely yours,



Raymond Kleiman

RK:md

Enc.

CLERK OF SUPERIOR
COURT, COLUMBIA COUNTY
MAY 20 10 00 AM '81
SHERIFF
CHIEF DEPUTY

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 7th day of May 19 81, 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 Administrator of Veterans Affairs, his successors and assigns for the price or sum of \$351.00 plus \$7.02 Poundage Three Hundred Fifty One and 00/100 plus Seven and 00/100 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	\$ 83.25	
Poundage	7.02	
		\$ 90.27
Press-Enterprise		166.00
Henrie Printing		30.00
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		10.00
Catherine Bardo, Tax Collector, Hemlock Twp.		48.75

The Lomas & Nettleton Co.
vs.
Roland E. Rough, Jr. and
Sandra E. Rough
No. 19 of 1981 E.D.
No. 141 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa.) So answers
May 15, 1981)
VICTOR B. VANDLING Sheriff

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 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

Sheriff of Columbia County on behalf of (COMPLETE FOR ALL TRANSACTIONS)

Roland E. Rough, Jr., et ux

Bloomsburg, PA

17815

GRANTOR (S)

ADDRESS

ZIP CODE

Administrator of Veterans Affairs

Washington, D. C.

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Drinker Street

Hemlock Township

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 \$ None

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

This transfer is tax exempt as a conveyance to an agency 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 Sheriff of Columbia County, Bloomsburg, PA

SUCCESSFUL BIDDER Administrator of Veterans Affairs, Washington, D. C.

NAME

ADDRESS

TITLE

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 3,740.00
JUDGEMENT PLUS INTEREST	\$ 12,692.25		
BID PRICE		\$ 351.00	
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	\$ 12,692.25	\$ 351.00	\$ 3,740.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

19th DAY OF May

1971

NOTARY PUBLIC

MY COMMISSION EXPIRES

19

DORCAS MONCAR, NOTARY PUBLIC

My Commission Expires Nov. 26, 1981

Harrisburg, PA

Dauphin 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

OR 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 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)

Roland E. Rough Jr. & Sandra E. Rough, his wife, by Sheriff of Col. Co., Pa.

Administrator of Veteran Affairs, his Successors and Assigns, P. O. Box 8079,
Philadelphia, Pa. 19101

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

298 Drinker Street, Bloomsburg, Columbia

FULL CONSIDERATION \$ 351.00 HIGHEST ASSESSED VALUE \$ 1250.00
FAIR MARKET VALUE \$ 3740.00 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.

This transfer is wholly exempt as a conveyance to an agency of the Government of the United State 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

MORTGAGE ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGE 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, Pa.

SUCCESSFUL BIDDER Administrator of Veteran Affairs, his Successors and Assigns

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1250.00
JUDGEMENT PLUS INTEREST	\$ 12,692.25		
BID PRICE		\$ 351.00	
PRIOR RECORDED LIEN	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
PRIOR RECORDED MORTGAGE	\$ -----	\$	
UNPAID REAL ESTATE TAXES	\$ 48.75	\$	
WATER RENT DUE	\$ -----	\$	
SEWAGE RENT DUE	\$ -----	\$	
ATTORNEY FEES	\$ -----	\$	
OTHER (COSTS, ETC.)	\$ 360.50	\$	
TOTAL	\$ 13,101.50	\$ 351.00	\$ 1250.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS _____
_____ DAY OF _____ 19____

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.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____ 19____

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

83.00 Morning Press
83.00 Berwick Enterprise
Balance Due \$166.00

PRESS-ENTERPRISE, INC.
111 W. Main St., P. O. Box 210
Bloomsburg, Pa. 17815

Rough Sheriff Sale

Victor Vandling

COUNTY OF COLUMBIA

Paul R. Eyerly III, being duly sworn according to oaths, says that Berwick Enterprise is a newspaper of general circulation with

ing the eastern side of
d Drinker Street,
th 53 degrees 15 min-
East 36 feet to a
hole; thence along
d of Lucy Kingston,
th 36 degrees 15 min-
East 116.50 feet to
ron pin located along
western side of Fish-
Creek; thence along
western side of Fish-
Creek, South 53
rees 45 minutes
t, 36 feet to an iron
thence along land
air B. Brobst, et ux,
h 36 degrees 15 min-
West, 116.50 feet to
railroad spike, the
of BEGINNING.
AINING .096 acres
rding to a survey
ared by Orangeville
eying Consultants
d February 11, 1977.
the same premises
which Paul O. Rigmaiden
and Gloria C. Rigmaiden,
his wife, by their deed
dated March 25, 1977,
and recorded in Deed
Book 280, Page 577, in
the Office of the Recor-
der of Deeds in and for

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4319

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

One Hundred Sixty-Six and 00/100

\$ 166.00

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR LOHAS Nettleton Co. vs Rough
No. 19 of 1981 E.D.
Legal Ads

0313059361

572810000

05

Victor B. Vandling

Sworn and subscribed to before me this 30th day of April 1981.

Matthew J. Creme
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1981
Member, Pennsylvania Association of Notaries

And now, 1981, I hereby certify that the advertising and publication charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

..... Paul R. Eyerly III, being duly sworn according to oaths, says that Berwick Enterprise is a newspaper of general circulation with place of business in the Town of Berwick, County of Columbia and State of Pennsylvania, established on the 6th day of April, 1903, and has been published daily (except on Holidays) continuously in said Town, County and State of Pennsylvania; hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on April 15, 22, 29, 1981, that the affiant is one of the owners and publishers of said newspaper; that the subject matter of said notice and advertisement, as to time, place, and character of publication, is as follows:

SHERIFF'S SALE
By virtue of Writ of Execution No. 19 of 1981, 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., May 7, 1981
at 2:00 o'clock p.m.

ALL that certain piece, parcel and tract of land situated in the Township of Berwick, Columbia County, Pennsylvania, containing .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977, BEING the same premises which Paul O. Rigmaiden and Gloria C. Rigmaiden, his wife, by their deed dated March 25, 1977, and recorded in Deed Book 280, Page 577, in the Office of the Recorder of Deeds in and for Columbia County, granted and conveyed unto Roland E. Rough, Jr., and Sandra K. Rough, his wife.

along the eastern side of said Drinker Street, North 53 degrees 15 minutes East 36 feet to a drill hole; thence along land of Lucy Kington, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishing Creek; thence along the western side of Fishing Creek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst, et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

SEIZED, taken in execution and to be sold as the property of Roland E. Rough, Jr., and Sandra E. Rough, his wife, Mortgagees and Real Owners, under Judgment 141 of 1981, in the Court of Common Pleas of Columbia County, Pennsylvania.

NOTICE is further given to all parties in interest and claimants that a proposed schedule of distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, within ten (10) days after the date of sale.

that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days after the date of sale.

HOCK'S AUCTION SERVICE
Year round indoor sales
Don Hock or Bud Henry
784-7849 or 799-5351

Sworn and subscribed to before me this 30th day of April, 1981.

Matthew J. Creme
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY

MY COMMISSION EXPIRES JULY 5, 1981

Member, Pennsylvania Association of Notaries

And now, 1981, I hereby certify that the advertising and publication charges amounting to \$..... for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

SHERIFF'S SALE

By virtue of Writ of Execution No. 19 of 1981, issued by 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., May 7, 1981
at 2:00 o'clock p.m.

ALL that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst, et ux, thence along the eastern side of said Drinker Street, North 53 degrees 15 minutes East 36 feet to a drill hole; thence along land of Lucy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishing Creek; thence along the western side of Fishing Creek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst, et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

BEING the same premises which Paul O. Rigmaiden and Gloria C. Rigmaiden, his wife, by their deed dated March 25, 1977, and recorded in Deed Book 280, Page 577, in the Office of the Recorder of Deeds in and for Columbia County, granted and conveyed unto Roland E. Rough, Jr., and Sandra K. Rough, his wife.

SEIZED, taken in execution and to be sold as the property of Roland E. Rough, Jr., and Sandra E. Rough, his wife, Mortgagees and Real Owners, under Judgment 141 - 1981, in the Court of Common Pleas of Columbia County, Pennsylvania.

NOTICE is further given to all parties in interest and claimants that a proposed schedule of distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania, on the 15th day of May, 1981, and that distribution of said proceeds will be made in accordance with said proposed schedule of distribution unless exceptions

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... 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; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on..... April 15, 22, 29, 1981, exactly as printed and affiant is one of the owners and publishers of said newspaper in which legal notice was published; that neither the affiant nor The Morning Press are in interest 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 30th day of April, 1981.

Matthew J. Creme
(Notar)

My Commission Expires
MATTHEW J. CREME, NOTAR
BLOOMSBURG, COLUMBIA
MY COMMISSION EXPIRES 10
Member, Pennsylvania Association

And now,..... 19....., I hereby certify that the advertiser has paid the charges amounting to \$..... for publishing the foregoing notice, and that the advertiser's affidavit have been paid in full.

TAX NOTICE

HELLOCK TWP

MAKE CHECKS PAYABLE TO:

CATHERINE BARDO
R.O. #8 BOX 244
BLOOMSBURG, PA. 17815

HOURS

TUES & THUR 1 TO 7 PM
OR BY APPOINTMENT
PHONE 734-4778

TAXES ARE DUE & PAYABLE. PROMPT PAYMENT IS REQUESTED

W A ROUGH, JR ROLAND E & SANDRA K
1 FERRVILLE
1 298 DRINKER STREET
1 BLOOMSBURG, PA 17815

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT.

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	INCL. PENALTY
COUNTY R.E.C.	1250	18.00	22.05	22.50	24.75
TWP/BORO R.E.C.		14.00	17.15	17.50	19.25
FIRE		2.00	2.45	2.50	2.75
DEBT FUND		5.00	6.12	6.25	6.88
TOTAL 1,250					

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

PAYABLE AMOUNT

APR 30 IF PAID BEFORE

JUN 30 IF PAID BEFORE

JULY 1 IF PAID AFTER

PENALTY A PROPERTY DESCRIPTION
COUNTY 10% TWP/BORO 10%

ACCT NO. 08548

PARCEL 18-01A-25-1

LOT 39

L-36X117.25 AV

BUILDINGS

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

TOTAL 1,250

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4359

PAY TO THE ORDER OF *Catherine Bardo*

Forty-Eight and 75/100

\$ 48.75

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR *homas & Mettler vs. Rough*
10.19.00 1981 E.D.
1981 County Taxes

Victor B. Vandling
5720 B10000
05

May 26, 1981

60-593
318

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4360

May 26, 1981

60-593
313

PAY
TO THE
ORDER OF

Raymond Kleinman

\$ 141.98

One Hundred forty One and 98/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Lomas + Nettleton Co. vs. Rough

Victor B. Vandling app

⑆031305936⑆

572081000

05

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 7th day of May 19 81, 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 Administrator of Veterans Affairs, his successors and assigns

for the price or sum of \$351.00 plus \$7.02 Poundage

Three Hundred Fifty One and 00/100 plus Seven and 00/100 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	\$ 83.25	
Poundage	7.02	\$ 90.27
Press-Enterprise		166.00
Henrie Printing		30.00
Prothonotary of Columbia County		13.00
Recorder of Deeds of Columbia County		10.00
Catherine Bardo, Tax Collector, Hemlock Twp.		48.75

The Lomas & Nettleton Co.
vs.
Roland E. Rough, Jr. and
Sandra E. Rough
No. 19 of 1981 E.D.
No. 141 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa. }
May 15, 1981 }

So answers
VICTOR B. VANDLING
Sheriff

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

The Lomas & Nettleton Co.

vs

Roland E. Rough, Jr. and

Sandra E. Rough

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 19 Term 19 81 E.D.

No. _____ Term 19 _____ A.D.

No. 141 Term 19 81 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA

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

Amount Due

\$ 12,692.25

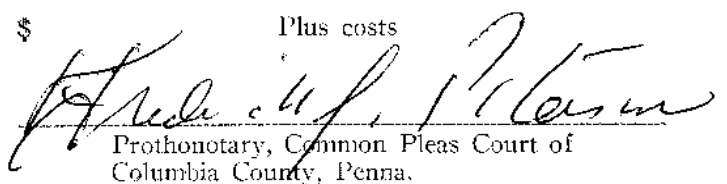
Interest from Feb. 27, 1981

\$ _____

Total

\$ _____ Plus costs

as endorsed.


Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated February 27, 1981
(SEAL)

By:

Deputy

ALL that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows to wit:

BEGINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 5 minutes East 36 feet to a drill hole; thence along land of Lucy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishingcreek; thence along the western side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

BEING the same premises which Paul O. Rigmaiden and Gloria C. Rigmaiden, his wife, by their deed dated March 25, 1977 and recorded in Deed Book 280, Page 577, in the Office of Recorder of Deeds in and for Columbia County, granted and conveyed unto Roland E. Rough, Jr., and Sandra K. Rough, his wife.

SEIZED, taken in execution and to be sold as the property of ROLAND E. ROUGH, JR., and SANDRA E. ROUGH, his wife, Mortgagors and Real Owners, under Judgment 141 - 1981, in the Court of Common Pleas of Columbia County, Pennsylvania.

NOTICE is further given to all parties in interest and claimants that a proposed schedule of distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania on the day of , 1981, and that distribution of said proceeds will be made in accordance with said proposed schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

THE LOMAS & NETTLETON CO.,
Plaintiff
vs.
ROLAND E. ROUGH, JR., and
SANDRA E. ROUGH, his wife,
Defendants

: IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA.
: CIVIL ACTION - LAW
: WRIT NO. 19 of 1981 E.D.
: SUR JUDGMENT
: NO. 141 - 1981
: IN MORTGAGE FORECLOSURE

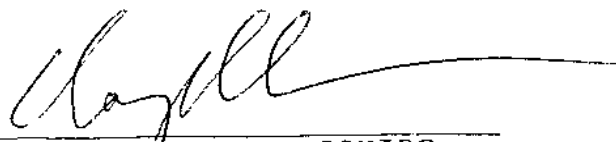
NOTICE PURSUANT TO PA. R. C. P.
3129 (b) (2) and 3129 (c)

TO: ROLAND E. ROUGH, JR. & SANDRA E. ROUGH, 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
claimants.

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 at the Columbia County Courthouse, located at Main Street Bloomsburg, Pennsylvania, on the 7th day of May, 1981, at 2:00 o'clock, P.M., the real estate and improvements thereon erected, if any, described in Exhibit A, hereto attached and made a part of this notice.

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 15th day of May 1981, 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) days thereafter.


RAYMOND KLEIMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

ALL that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows to wit:

BEGINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 5 minutes East 36 feet to a drill hole; thence along land of Lucy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishingcreek; thence along the eastern side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

BEING the same premises which Paul O. Rigmaiden and Gloria C. Rigmaiden, his wife, by their deed dated March 25, 1977 and recorded in Deed Book 280, Page 577, in the Office of Recorder of Deeds in and for Columbia County, granted and conveyed unto Roland E. Rough, Jr., and Sandra K. Rough, his wife.

SEIZED, taken in execution and to be sold as the property of ROLAND E. ROUGH, JR., and SANDRA E. ROUGH, his wife, Mortgagors and Real Owners, under Judgment 141 - 1981, in the Court of Common Pleas of Columbia County, Pennsylvania.

NOTICE is further given to all parties in interest and claimants that a proposed schedule of distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania on the day of , 1981, and that distribution of said proceeds will be made in accordance with said proposed schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

THE LOMAS AND NETTLETON COMPANY, Plaintiff
vs
ROLAND E. ROUGH, JR., and
SANDRA K. ROUGH, his wife, Defendants

: IN THE COURT OF COMMON PLEAS OF
: COLUMBIA COUNTY, PENNSYLVANIA
: CIVIL ACTION - LAW
: NO.
: IN MORTGAGE FORECLOSURE
: 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 name and last known address of the owner or reputed owner
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
as follows:

ROLAND E. ROUGH, JR.
Drinker Street
Bloomsburg, Pennsylvania
17815

SANDRA K. ROUGH
Drinker Street
Bloomsburg, Pennsylvania
17815

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

ROLAND E. ROUGH, JR.
Drinker Street
Bloomsburg, Pennsylvania 17815

SANDRA K. ROUGH
Drinker Street
Bloomsburg, Pennsylvania
17815

THE LOMAS AND NETTLETON COMPANY

BY: Patricia Coletti
PATRICIA COLETTI
Assistant Vice-President

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 28th DAY OF January 1981.

Cheryl A. McSwain
NOTARY PUBLIC

CHIEF OF COURT

Notary Public, State of Pennsylvania

My Commission Expires May 28, 1984

LIST OF LIENS

VERSUS

ROLAND E. ROUGH, JR. AND SANDRA E. ROUGH

Court of Common Pleas of Columbia County, Pennsylvania.

Beneficial Consumer Discount Co.

versus

Roland & Sandra Rough

No. 1102 of Term, 19 30
Real Debt \$ 1,131.48
Interest from 11-12-78
Commission
Costs 7-14-80
Judgment entered
Date of Lien
Nature of Lien Transcript of Judgment

Lomas & Nettleton Co.

versus

Roland E. Rough, Jr. and

Sandra E. Rough

No. 141 of Term, 19 31
Real Debt \$ 12,692.25
Interest from 2-27-81
Commission
Costs
Judgment entered 2-27-81
Date of Lien 3-22-81
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

State of Pennsylvania }
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank E. Boshart~~, 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

ROLAND E. ROUGH, JR. and SANDRA E. ROUGH, His Wife,

and find as follows:

SEE PHOTOSTATIC COPY ATTACHED.

Fee \$.1.50.....

In testimony whereof I have set my hand and
seal of office this 29th day of April
A.D., 19 81.

Beverly J. Michael.....RECORDER

MORTGAGE

THIS INDENTURE, made the 25th day of March in the year of our Lord one thousand nine hundred and seventy seven, BETWEEN ROLAND E. ROUGH, JR. AND SANDRA K., his wife (hereinafter called Mortgagor) and THE LOMAS AND NETTLETON COMPANY a corporation organized and existing under the laws of 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 ELEVEN THOUSAND THREE HUNDRED and 00/100

Dollars (\$ 11,300.00), with interest from date, at the rate of eight per centum (8.00 %) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of EIGHTY TWO and 94/100 Dollars (\$ 82.94), commencing on the first day of May, 19 77, 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 April, 2007, 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 Township of Hemlock, County of Columbia and Commonwealth of Pennsylvania, to wit:

ALL that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows to wit:

BEGINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 45 minutes East 36 feet to a drill hole; thence along land of Lucy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishingcreek; thence along the western side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

BEING the same premises which Paul O. Rigmaiden and Gloria C., his wife by Indenture bearing date the day of A.D., 1977, and intended to be forthwith recorded at Bloomsburg, granted and conveyed unto Roland F. Roughk Jr, and Sandra K., his wife as tenants by entireties.

IT IS understood and agreed that SIX HUNDRED SEVENTY EIGHT (\$678.00) 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.

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

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:

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, or if the Mortgagor be adjudicated bankrupt or made a defendant in a bankruptcy or receivership proceeding, 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:

[Signature]
[Signature]

Roland E. Rough, Jr. (SEAL)
ROLAND E. ROUGH, JR. (SEAL)
Sandra K. Rough (SEAL)
SANDRA K. ROUGH (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 25th day of March, 1977

[Signature]
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

On this 25th day of March, A.D., 1977, before me, the subscriber
A Notary Public came the above-named Roland E. Rough, Jr. & Sandra K., his wife
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.

RECORDER PLEASE NOTE:

Instrument to be returned to
L & N NETTLETON COMPANY
121 North Broad Street
Philadelphia, Pennsylvania 19107

My commission expires

NOTARY PUBLIC

My Commission Expires April 17, 1980
Bloomsburg, PA. Columbia County

#259
L & N NETTLETON COMPANY
COMMONWEALTH OF PENNSYLVANIA
MAR 28 3 35 PM '77

MORTGAGE

ROLAND E. ROUGH, JR., ET. UX.

TO

THE LOMAS AND NETTLETON COMPANY

PREMISES: Drinker Street
Bloomsburg, Pa. 17815

COMMONWEALTH OF
PENNSYLVANIA
COUNTY OF Columbia

Recorded on this 28th day of March, A.D. 1977, in the Recorder's Office of said County in Mortgage Book Vol. 182, Page 1056.

Given under my hand and seal of the said office, this day and year aforesaid.

[Signature]
Recorder
C. Hummel

Memorandum from the desk of

Sheriff Victor B. Vandling

To Ms. Catherine Bardo

Date May 26, 1981

Subject ROUGH, JR., Roland E & Sandra K
Fernville
298 Drinker Street
Bloomsburg, Pa. 17815

This property was sold via SHERIFF'S SALE
on on May 7, 1981.

Deed in the above matter to be made in favor
of "Administrator of Veterans Affairs, his
successor and assigns, of Washington, D.C."

The residence address of the grantee is the
local Veterans Affairs Office, 5000 Wissahickon
Avenue, P.O. Box 8079, Philadelphia, Pa. 19101.

Yours Truly,

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

The Lemmas & Nettleton Co vs Rough, Roland & Sandra

THURSDAY, MAY 7, 1981

NO. 19 of 1981 ED.

WRIT OF EXECUTION:

Judgement --- Principal \$ 12,692.25
 Insurance _____
 Interest from 2/27/81 to _____
 Real Estate Tax _____
 Interest from _____ to _____
 _____ days @ \$ _____ per day

TOTAL

Total..... \$ 12,692.25

INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)
 Fro. Pd.
 Shff. V.
 Judg. Fee
 Atty. Fee
 Satisfaction

25.00 Pd.
27.25 Pd.
6.00 Pd.

Total..... \$ 58.25 \$ 58.25

ATTORNEY FEES

Total..... \$ _____ \$ _____

SHERIFF'S COST OF SALE:

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

Total..... \$ 83.25 \$ 83.25

Morning Press (Ads)
 Berwick Enterprise (Ads)
 Henrie Printing
 Finance Charges

Total..... \$ 196.00 \$ 196.00

Prothonotary - List of Liens
 Deed

Total..... \$ 13.00 \$ 13.00

Recorder of Columbia Co.
 Deed, Search, Affidavit
 State Stamps
 Realty Transfer Stamps

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

REAL ESTATE TAXES:

Borough/Township & County Taxes, 1981
 School Taxes, District _____, 19____
 Parcel #1 _____
 Parcel #2 _____
 Parcel #3 _____
 Parcel #4 _____

Total..... \$ 48.75 \$ 48.75

SEWERAGE RENT DUE:

Municipality _____ for 19____

\$ _____ \$ 351.00

Poundage - \$7.02

State Stamps - None

Realty Transfer Tax - None

358.02

SHERIFF'S SALE

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, MAY 14, 1981, 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 MAY 14, 1981, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY Thurs., MAY 14, 1981, 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 MAY 15, 1981 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 \$ 13,101.00, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 13,101.00, WHICHEVER IS HIGHER.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

April 3, 1981

The Lomas & Nettleton Co.

vs

Roland E. Rough, Jr. and
Sandra E. Rough

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 19 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On April 3, 1981 at 11:15 A.M.

_____, posted a copy of the SHERIFF'S
SALE bill on the property of Roland E. and Sandra E. Rough, 298 Drinker St.,
Bloomsburg (Fernville)

Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy
Sheriff Lee F. Mensinger.

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, Pennsylvania



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

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

March 3, 1981

The Lomas & Nettleton Co.

vs

Roland E. Rough, Jr. and
Sandra E. Rough

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 19 of 1981
WRIT OF EXECUTION

SERVICE ON ROLAND E. ROUGH

On March 2, 1981 at 4:40 P.M., 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, Roland E.
Rough at 298 Drinker Street, Bloomsburg, Pa.
by Deputy Sheriff Lee F. Mensinger.

Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

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

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

March 3, 1981

The Lomas & Nettleton Co.

vs

Roland E. Rough, Jr. and
Sandra E. Rough

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 19 of 1981
WRIT OF EXECUTION

SERVICE ON SANDRA E. ROUGH

On March 3, 1981 at 8:40 A.M., 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, Sandra E.
Rough at 298 Drinker St., Bloomsburg, Pa.
by Deputy Sheriff Lee F. Mensinger.

Service was made by personally handing said Writ of Execution and Notice of
Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger
Deputy Sheriff

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this ____ day of ____
19__.

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

March 3, 1981

Sheriff of Columbia County
Court House
Bloomsburg, PA 17815

Re: The Lomas and Nettleton Co. v. Roland E. Rough, Jr. et ux
No. 141-1981
In Mortgage Foreclosure

Dear Sheriff:

Having requested execution of real estate in above matter and awaiting your word as to date of Sale, we are enclosing extra copies of sale notice and descriptions on the chance that they were not included with the documentation forwarded several days ago.

If you have any questions, please contact me.

Thank you.

Sincerely,



Raymond Kleiman

RK:mcd

Encls.

March 5, 1981

Dear Mr. Kleiman:

Responding to the request regarding date of Sale in the above matter, please be advised Sale Date has been scheduled for, THURSDAY, MAY 7, 1981 at 2:00 P.M. Official notification via Sale Posters will be forwarded to you upon receipt of same from printer, i.e., those used for posting.

Any additional questions should be directed to the undersigned.

Sincerely,



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

Henrie Printing

P-E; Legal Ads, Wed., April 15, 22 and 29, 1981. Affidavits please.

Ms. Catherine Bardo, Box 24, RD 8, Bloomsburg (Tax Collector, Henlock Twp.)

SHERIFF'S SALE

By virtue of Writ of Execution No. 19 of 1981, 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:

THURSDAY, MAY 7, 1981
at 2:00 o'clock P.M.

that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows to-wit:

GINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 15 minutes East 36 feet to a drill hole; thence along land of Cy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pipe located along the western side of Fishingcreek; thence along the western side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of GINNING.

CONTAINING .096 acres according to a survey prepared by Orangeville Surveying Consultants dated February 11, 1977.

BEING the same premises which Paul O. Rigmaiden and Gloria C. Rigmaiden, his wife, by their deed dated March 25, 1977 and recorded in Deed Book 280, Page 577, in the Office of Recorder of Deeds in and for Columbia County, granted and conveyed unto Roland E. Rough, Jr., and Sandra K. Rough, his wife.

SEIZED, taken in execution and to be sold as the property of ROLAND E. ROUGH, JR., and SANDRA E. ROUGH, his wife, Mortgagors and Real Owners, under Judgment 141 - 1981, in the Court of Common Pleas of Columbia County, Pennsylvania.

NOTICE is further given to all parties in interest and claimants that a proposed schedule of distribution of the proceeds of the above sale will be filed by the Sheriff of Columbia County, Pennsylvania on the _____ day of _____, 1981, and that distribution of said proceeds will be made in accordance with said proposed schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows
wit:

GINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 15 minutes East 36 feet to a drill hole; thence along land of Percy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pipe located along the western side of Fishingcreek; thence along the western side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of GINNING.

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THE LOMAS AND NETTLETON CO., : IN THE COURT OF COMMON PLEAS OF
Plaintiff COLUMBIA COUNTY, PENNSYLVANIA.
: CIVIL ACTION - LAW
V. : WRIT NO.
: SUR JUDGMENT
ROLAND E. ROUGH, JR. and : NO. 141-1981
SANDRA E. ROUGH, his wife : IN MORTGAGE FORECLOSURE
Defendants

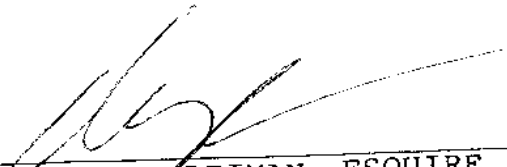
NOTICE PURSUANT TO PA. R. C. P.
3129 (b) (2) and 3129 (c)

TO: ROLAND E. ROUGH, JR., AND SANDRA E. ROUGH, HIS WIFE, Defendants

Defendants in the action above
captioned and/or owner or reputed owner of the real estate
hereinafter described, and all other parties in interest and
claimants.

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 at
the Columbia County Courthouse, located at Bloomsburg
Pennsylvania; on the _____ day of _____, 19____, at
_____ o'clock, _____ M., the real estate and improvements thereon
erected, if any, described in Exhibit A, hereto attached and made a
part of this notice.

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
_____ County, on the _____ day of _____ 198____, 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) days thereafter.


RAYMOND KLEIMAN, ESQUIRE
ATTORNEY FOR PLAINTIFF

ALL that certain piece, parcel and tract of land situate in Hemlock Township, Columbia County, Pennsylvania bounded and described as follows to wit:

BEGINNING at a railroad spike located along the eastern side of Drinker Street and the northeast corner of land of Clair B. Brobst et ux, thence along the eastern side of said Drinker Street, North 53 degrees 15 minutes East 36 feet to a drill hole; thence along land of Lucy Kingston, South 36 degrees 15 minutes East 116.50 feet to an iron pin located along the western side of Fishingcreek; thence along the western side of Fishingcreek, South 53 degrees 45 minutes West, 36 feet to an iron pipe; thence along land of Clair B. Brobst et ux, North 36 degrees 15 minutes West, 116.50 feet to a railroad spike, the place of BEGINNING:

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February 26, 1981

Prothonotary of Columbia County
Court House
Bloomsburg, PA 17815

Re: The Lomas and Nettleton Company v. Roland E. Rough, Jr., et ux
In Mortgage Foreclosure- No. 141-1981

Dear Prothonotary:

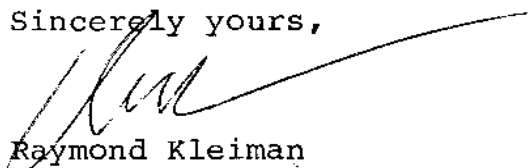
I would appreciate your entering default judgment in the above captioned matter, issuing a Writ of Execution on the captioned property, and transmitting the appropriate documents to the Sheriff so that the matter can be placed on the Sheriff's Sale list for ****.

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 \$500.00 in payment of costs and fees. Kindly send your filing receipt and a stamped copy of the Praeipie for Judgment and Notice thereof in the self-addressed envelope I have enclosed.

If there are any questions, please feel free to contact me.

Thank you for your cooperation.

Sincerely yours,



Raymond Kleiman

RK:mcd

Encls.

cc: Sheriff -\$500.00 check and accompanying documentation.

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