

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 4TH day of JUNE 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, U. S.

SMALL BUSINESS ADMINISTRATION, Bala Cynwyd, Pennsylvania

for the price or sum of \$2913.59 plus \$29.57 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	\$75.75	
Poundage	601.50	\$677.25
Press-Enterprise		247.00
Henrie Printing		30.00
Prothonotary of Columbia County		18.00
Recorder of Deeds of Columbia County		10.00
Charles A. Kashner, Tax Collector, Montour Township		363.60
Columbia County Tax Claim Bureau (1980 Unpaid Taxes)		2169.24

The Columbia County Farmers National Bank of Orangeville  
vs

Columbia Equipment Co., Inc.  
No. 30 of 1981 E.D.  
No.212 of 1981 J.D.

Sheriff's Office, Bloomsburg, Pa. }  
JUNE 8, 1981

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF FIELD OPERATIONS

## 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)

Shelby, Columbia County Bloomsburg, Pa. 17815  
ADMINISTRATOR  
U.S. Small Business Administration 444 Cynwyd, Pa. 19004

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

330 Main St. S.D. Bloomsburg, Pa. Columbia  
GIVEN STREET & NUMBER OR OTHER IDENTIFICATION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 117,300.00 HIGHEST ASSESSED VALUE \$ 18,180.00FAIR MARKET VALUE \$ 54,540.00 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.

EXEMPT BY VIRTUE OF PENNSYLVANIA REALTY TRANSFER TAX REGULATION 414.1 (D)

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 \_\_\_\_\_

CREDITOR

ADDRESS

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

CREDITOR

ADDRESS

## SECTION III

(COMPLETE ONLY IF TRANSFER IS RESULT OF JUDICIAL SALE)

OFFICIAL CONDUCTING SALE Sheriff of Columbia County, Bloomsburg, Pa.SUCCESSFUL BIDDER Administrator, U.S. Small Business Administration, Bala Cynwyd, Pa. 19004

	JUDGMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 18,180.00
JUDGMENT PLUS INTEREST	\$ 306,584.13		
BID PRICE		\$ 2913.59	
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	\$ 306,584.13	\$ 2913.59	\$ 18,180.00

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.

*Ronald A. Kenwood*

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

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

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

THE COLUMBIA COUNTY FARMERS

NATIONAL BANK OF ORANGEVILLE,  
PLAINTIFF,

*vs*

COLUMBIA EQUIPMENT CO., INC.  
DEFENDANT.

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 30 Term 19 81 E.D.

No. Term 19 A.D.

No. 212 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):

(SEE SHERIFF'S SALE DESCRIPTION ATTACHED HERETO AND MARKED EXHIBIT "A")

**\*\* Plus a per diem charge at the rate of \$75.48 from February 16, 1981 through to the date of any Sheriff's Sale pursuant to the Judgment demanded herewith, together with all costs of suit and any money hereinafter expended by the Plaintiff in payment of taxes, claims or charges for insurance or repairs.**

Amount Due  
Attorney's Com.  
Interest ~~from~~ to 2/15/81

\$ 247,020.63

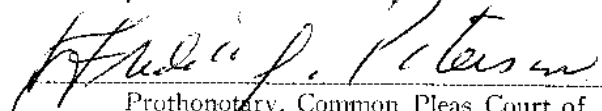
37,053.09

\$ 11,321.75

Total

\$ 295,395.47 Plus costs\*\*

as endorsed.

  
Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Dated 4-7-81  
(SEAL)

By:

Deputy

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 30 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, State of Pennsylvania, on June 4, 1981, at 2:00 o'clock p.m., prevailing eastern time of the said day, all the right, title and interest of the Defendant in and to:

ALL THAT CERTAIN piece or parcel of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in line of land now or formerly of Edward Mensch and on the southerly line of the right-of-way of the new Bloomsburg-Danville State Highway, said iron pin corner being twelve and two-tenths (12.2) feet East of the easterly edge of a sixty (60) inch culvert pipe running under said Highway; thence along the southerly line of right-of-way of the aforesaid State Highway on a moderate curve to the left a distance of five hundred thirty-four (534) feet to an iron pin corner in the southerly line of the aforesaid State Highway right-of-way and in line of lands now or formerly of Guy Mensch, et ux. (the latter iron pin corner being on a course of North sixty-nine (69) degrees forty-five (45) minutes East a distance of five hundred thirty-three and six-tenths (533.6) feet from the place of beginning); thence by lands now or formerly of Guy Mensch, et ux., South twenty-four (24) degrees East two hundred (200) feet to an iron pin corner; thence along lands now or formerly of Guy Mensch, et ux., South fifty-five (55) degrees thirty (30) minutes West five hundred seven (507) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence along the line of land now or formerly of Edward Mensch, North thirty (30) degrees twenty (20) minutes West a distance of three hundred twenty-five (325) feet to an iron pin corner in the right-of-way of the aforesaid State Highway, the place of BEGINNING, and CONTAINING 3.13 acres as taken from a draft of survey made on September 7, 1955, by A. Carl Wolfe, R. S. whereon is

erected a commercial building.

BEING the same premises which Marqueen R. Shuman, by her Deed dated April 6, 1973 and recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, in Deed Book 260 at page 1053, granted and conveyed unto Columbia Equipment Co., Inc.

IMPROVED with a commercial building at the address 230 Montour Blvd., U. S. Route 11, Danville Highway, Bloomsburg, Pennsylvania 17815.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **June 8**, 1981, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of THE COLUMBIA COUNTY FARMERS NATIONAL BANK OF ORANGEVILLE against COLUMBIA EQUIPMENT CO., INC., and will be sold by:

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

DALE A. DERR, ESQUIRE  
Attorney for Plaintiff

THE COLUMBIA COUNTY FARMERS	:	IN THE COURT OF COMMON PLEAS
NATIONAL BANK OF ORANGEVILLE,	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH
	:	
VS.	:	CIVIL ACTION - LAW
	:	
COLUMBIA EQUIPMENT CO., INC.	:	NO. 212 OF 1981
DEFENDANT.	:	IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: COLUMBIA EQUIPMENT CO., INC., Defendant herein and owner  
of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above captioned writ of execution issued under the above captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on **June 4**, 1981, at **2:00** o'clock **p.m.**, prevailing eastern time of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in Montour Township, County of Columbia and State of Pennsylvania, the same more particularly described in Exhibit "A" attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on **June 8**, 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

DERR & PURSEL

BY: DALE A. DERR, ESQUIRE  
Attorney for Plaintiff  
238 Market Street  
Bloomsburg, Pennsylvania

THE COLUMBIA COUNTY FARMERS  
NATIONAL BANK OF ORANGEVILLE,  
PLAINTIFF,

VS.

COLUMBIA EQUIPMENT CO., INC.  
DEFENDANT.

:  
: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH


:  
: CIVIL ACTION - LAW

:  
: NO. 212 OF 1981  
: IN MORTGAGE FORECLOSURE

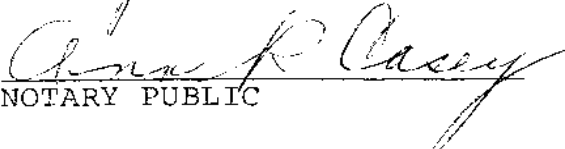
AFFIDAVIT OF LAST KNOWN ADDRESS  
OF DEFENDANT PURSUANT TO R. C. P. 3129 (a)

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF COLUMBIA :

PAUL E. REICHART, being duly sworn according to law, does  
depose and say that he is the Executive Vice-President of THE COLUMBIA  
COUNTY FARMERS NATIONAL BANK OF ORANGEVILLE and does further depose and  
say that the last known address of the Defendant, COLUMBIA EQUIPMENT CO.,  
INC., is 230 Montour Blvd., U. S. Route 11, Danville Highway, Montour  
Township, Bloomsburg, Pennsylvania 17815.

  
\_\_\_\_\_  
PAUL E. REICHART, Executive  
Vice-President  
THE COLUMBIA COUNTY FARMERS  
NATIONAL BANK OF ORANGEVILLE

SWORN to and subscribed  
before me this *6th* day  
of *April* 1981.

  
\_\_\_\_\_  
NOTARY PUBLIC



The Columbia County Farmers

National Bank of Orangeville

PLAINTIFF

No. 30

Term 1981 E.D.

V.S.

Columbia Equipment Co., Inc.

DEFENDANTS

To: Victor B. Vandling Sheriff

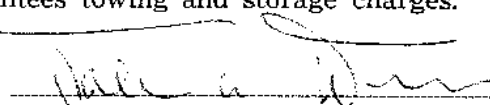
Seize, levy, advertise and sell all ~~that certain piece or parcel of land~~ ~~the personal property~~ of the defendant ~~located at~~ located at  
in Montour Township, Columbia County, Pennsylvania (See Sheriff's Sale Description  
attached hereto and marked exhibit "A")

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
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which vehicle may be located at

You are hereby released from all responsibility in not placing watchman or insurance on personal or real property levied on by virtue of this writ. Plaintiff guarantees towing and storage charges.

  
Attorney for Plaintiff

# LIST OF LIENS

## VERSUS

COLUMBIA EQUIPMENT COMPANY, INC.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Penna.	}	No. 781	of	Term, 19. 80.
Department of Revenue		Real Debt	\$ 1994.84	
versus		Interest from		
		Commission		
		Costs		
Columbia Equipment Co., Inc.		Judgment entered	5-12-80	
		Date of Lien		
	Nature of Lien	Sales & Use Tax Lien		

Hutchison Ins. Agency, Inc.	}	No. 1586	of	Term, 19. 80.
		Real Debt	\$ 6700.00	
versus		Interest from	10-7-80	
		Commission		
		Costs		
Columbia Equipment Co., Inc.		Judgment entered	10-8-80	
		Date of Lien	10-7-80	
	Nature of Lien	Note		

Columbia County Farmers Nat'l.	}	No. 1623	of	Term, 19. 80.
Bank of Orangeville		Real Debt	\$ 23,949.50	
versus		Interest from	9-19-80	
		Commission		
		Costs		
Columbia Equipment Co., Inc.		Judgment entered	10-16-80	
		Date of Lien	9-19-80	
	Nature of Lien	Note		

First National Bank of	}	No. 102	of	Term, 19. 81.
Danville		Real Debt	\$ 5,000.00	
versus		Interest from	4-21-80	
		Commission		
		Costs		
Columbia Equipment Co., Inc.		Judgment entered	1-29-81	
		Date of Lien	4-21-80	
	Nature of Lien	Note		

First Nat'l. Bank of Danville	}	No. 103	of	Term, 19. 81
		Real Debt	\$ 2,500.00	
versus		Interest from	9-15-77	
		Commission		
		Costs		
Columbia Equipment Co., Inc.		Judgment entered	1-29-81	
		Date of Lien	9-15-77	
	Nature of Lien	Note		

LIST OF LIENS

VERSUS

COLUMBIA EQUIPMENT COMPANY, INC.

Court of Common Pleas of Columbia County, Pennsylvania.

First Nat'l. Bank of Danville

versus

Columbia Equipment Co., Inc.

No. 104 of Term, 19 81  
Real Debt ||\$3,000.00  
Interest from 12-12-79 ||  
Commission ||  
Costs ||  
Judgment entered 1-29-81  
Date of Lien 12-12-79  
Nature of Lien Note

First Nat'l. Bank of Danville

versus

Columbia Equipment Co., Inc.

No. 105 of Term, 19 81  
Real Debt ||\$2,500.00  
Interest from 8-4-79 ||  
Commission ||  
Costs ||  
Judgment entered 1-29-81  
Date of Lien 8-4-79  
Nature of Lien Note

First Nat'l. Bank of Danville

versus

Columbia Equipment Co., Inc.

No. 106 of Term, 19 81  
Real Debt ||\$3,500.00  
Interest from 7-24-80 ||  
Commission ||  
Costs ||  
Judgment entered 1-29-81  
Date of Lien 7-24-80  
Nature of Lien Note

Commercial Credit Equipment

Corp.

versus

Columbia Equipment Co., Inc.

No. 167 of Term, 19 81  
Real Debt ||\$7,997.62  
Interest from 1-14-80 ||  
Commission ||  
Costs ||  
Judgment entered 4-2-81  
Date of Lien 1-14-80  
Nature of Lien Default Judgment

Robert Brillhart

versus

Columbia Equipment Co., Inc.

No. 480 of Term, 19 81  
Real Debt ||\$1,400.00  
Interest from 3-2-81 ||  
Commission ||  
Costs ||  
Judgment entered 4-3-81  
Date of Lien 3-2-81  
Nature of Lien Transcript of Judgment

LIST OF LIENS
VERSUS

COLUMBIA EQUIPMENT COMPANY, INC.

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania
Department of Revenue
versus
Columbia Equipment Co., Inc.

No. 498 of Term, 19 81
Real Debt \$ 203.99
Interest from
Commission
Costs
Judgment entered 4-7-81
Date of Lien
Nature of Lien State Lien

Columbia County Farmers Nat'l
Bank of Orangeville
versus
Columbia Equipment Co., Inc.

No. 212 of Term, 19 81
Real Debt \$ 295,385.47
Interest from 2-15-81
Commission
Costs
Judgment entered 4-7-81
Date of Lien 2-15-81
Nature of Lien Default Judgment

United States of America
versus
Columbia Equipment Co., Inc.

No. 678 of Term, 19 81
Real Debt \$ 13,780.14
Interest from
Commission
Costs
Judgment entered 5-8-81
Date of Lien
Nature of Lien Federal Tax 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 Borshak~~, 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 Columbia Equipment Co., Inc.

and find as follows:

SEE PHOTOSTATIC COPY ATTACHED.

Fee . \$1.50. ....

In testimony whereof I have set my hand and seal of office this 26th day of May A.D., 19 81.

*Beverly J. Michael* RECORDER

# MORTGAGE

(Participation)

This mortgage made and entered into this 15th day of March 1979, by and between COLUMBIA EQUIPMENT CO., INC.

(hereinafter referred to as mortgagor) and COLUMBIA COUNTY FARMER'S BANK

(hereinafter referred to as mortgagee), who maintains an office and place of business at Main Street, Orangeville, Pennsylvania,

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia (Montour Twp.), State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in line of land now or formerly of Edward Mensch and on the Southerly line of the right-of-way of the new Bloomsburg-Danville State Highway, said iron pin corner being twelve and two-tenths (12.2) feet East of the Easterly edge of a sixty (60) inch culvert pipe running under said Highway; thence along the Southerly line of right-of-way of the aforesaid State Highway on a moderate curve to the left a distance of five hundred thirty-four (534) feet to an iron pin corner in the Southerly line of the aforesaid State Highway right-of-way and in line of lands now or formerly of Guy Mensch, et ux, (the latter iron pin corner being on a course of North sixty-nine (69) degrees forty-five (45) minutes East a distance of five hundred thirty-three and six-tenths (533.6) feet from the place of beginning); thence by lands now or formerly of Guy Mensch, et ux, South twenty-four (24) degrees East two hundred (200) feet to an iron pin corner; thence along lands now or formerly of Guy Mensch, et ux., South fifty-five (55) degrees thirty (30) minutes West five hundred seven (507) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence along the line of land now or formerly of Edward Mensch, North thirty (30) degrees twenty (20) minutes West a distance of three hundred twenty-five (325) feet to an iron pin corner in the right-of-way of the aforesaid State Highway the place of beginning, and containing 3.13 acres as taken from a draft of survey made on September 7, 1955, by A. Carl Wolfe, R. S.

BEING THE SAME PREMISES which Marqueen R. Shuman, by her Deed dated April 6, 1973, and recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, in Deed Book 260, page 1053, granted and conveyed unto Columbia Equipment Co., Inc.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated March 15, 1979 in the principal sum of \$ 260,000.00, signed by Elmer F. Folk, Jr., President in behalf of Columbia Equipment Co., Inc.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to 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 the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and 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, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or material for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish or remove or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted, as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 230 Montour Boulevard, Bloomsburg, Pennsylvania  
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at Main Street, Orangeville, Pennsylvania

8PO 924-244



IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

ATTEST:

Mrs. Jean L. Moore  
Secretary

COLUMBIA EQUIPMENT CO., INC.

BY: Elmer F. Folk, Jr.  
President

Executed and delivered in the presence of the following witnesses:

[Signature]  
[Signature]

(Add Appropriate Acknowledgment)

STATE OF PENNSYLVANIA )

COUNTY OF MONTGOMERY )

: ss.

On this, the 15th day of March, 1979, before me, the undersigned officer, personally appeared Elmer F. Folk, Jr. who acknowledged himself to be the President of Columbia Equipment Co., Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I hereunto set my hand and official seal.

REC'D BY RECORDER  
COLUMBIA CO. PA. 50

TAX \$50.00 FEE 7

MAR 19 12 56 PM '79

[Signature]  
Notary Public

My commission expires:



Recorded in Columbia County  
Mtg. Bk. 194 page 353 on  
March 19, 1979 at 12:56 p.m.

RECORDING DATA

Recorded in Columbia County  
Mtg. Bk. 194 page 353 on  
March 19, 1979 at 12:56 p.m.

Marvin G. Dower

RETURN TO:

Name ARTHUR M. PETERS, JR.

Address 16 EAST MARKET STREET

DANVILLE, PENNA.

8208  
MORTGAGE

COLUMBIA EQUIPMENT CO., INC.

TO

COLUMBIA COUNTY FARMER'S  
BANK

8024 194 356

**BLOOMSBURG, PENNSYLVANIA 17815**

FOLIO NO. 23 -05E-33

RECEIVED OF

ASSESSED TO

\$ 2169.24

CLAIM NO. 2191

SCHOOL DISTRICT

MUNICIPALITY

DESCRIPTION

REMARKS:☐ CASH

DATE 12 19 1981

☒ CHECK

BEATRICE THOMPSON, DIR

☐ M.O.

**TAX CLAIM BUREAU.**

RECEIVED BY

No. TCB 11499

If paid by check, receipt not valid until accepted by Drawee Bank.

• PLEASE PRESENT THIS NOTICE WHEN MAKING PAYMENT

Address all communications in connection with claims to:

**TAX CLAIM BUREAU**

COURT HOUSE

BLOOMSBURG, PA. 17815

Owner  
or  
Reputed  
Owner

*John J. ...  
...  
...*

Date.....

Description of Property

DISTRICT

MAP

PARCEL

Interest must be computed to date of payment. You may call (717) 784-1991 prior to remittance for exact amount giving district map & parcel number indicated above.

NOTICE OF RETURN AND CLAIM

Notice is hereby given that the property above described has been returned to the Tax Claim Bureau of Columbia County for non-payment of taxes and a claim has been entered under the provisions of Act No. 542 of 1947. If payment of these taxes is not made to the Tax Claim Bureau on or before December 31 of this year, or no exceptions filed, the claim will become absolute. A redemption period of one year will commence or has commenced to run on July 1 of this year. If the claim is not paid in full before the end of the redemption period the property will be advertised and sold by the Tax Claim Bureau; no further redemption will be allowed after such sale.

**DIRECTOR TAX CLAIM BUREAU**  
COLUMBIA COUNTY, PA.

Checks are received subject to final payment and at risk of payor.

Checks payable to COUNTY OF COLUMBIA

NOTE: Interest at the rate of six percent (6%) per annum will be charged beginning May 1 of this year.

Interest increases every month 1/12%

For Receipt: Enclose a Stamped, Self-addressed Envelope

COUNTY

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
			2.73		302.70

SCHOOL DISTRICT

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
			16.36		1816.18

TOWN-BOROUGH-TOWNSHIP

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
			36		40.36

Filing and Entering Return .....\$5.00  
Satisfaction of Claim .....\$5.00

10.00

Total  
Claim

2169.24

TCB N°

2191

123.50 Morning Press  
123.50 Berwick Enterprise  
Balance Due \$247.00

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

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Writ of  
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iron pin  
corner in line of land  
now or formerly of

Columbia Equipment Co.

Victor Vandling

COUNTY OF COLUMBIA

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

4384

June 5, 1981

60-593  
313

PAY TO THE ORDER OF Press-Enterprise, Inc. \$ 247.00  
Two Hundred Forty Seven and 00/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Col. C. FARMERS NAT'L BANK of Danville  
vs Col. EQS.P. Co., INC. NO. 30 OF 1981 E.D.  
Legal Ads

Victor B. Vandling apz  
57281000 05

degrees forty-five (45)  
minutes East a distance  
of five hundred thirty-  
three and six-tenths  
(533.6) feet from the  
place of beginning  
thence the lands

Sworn and subscribed to before me this 27th day of May 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,..... 19....., I hereby certify that the advertising and publication  
charges amounting to \$..... for publishing the foregoing notice, and the fee for this af-  
fidavit have been paid in full.

By virtue of a Writ of Execution No. 30 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, County of Columbia, State of Pennsylvania, on Thursday, June 4, 1981, at 2:00 o'clock p.m., prevailing eastern time of the said day, all the right, title and interest of the Defendant in and to:

ALL THAT CERTAIN piece or parcel of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in line of land now or formerly of Edward Mensch and on the southerly line of the right-of-way of the new Bloomsburg-Danville State Highway, said iron pin corner being twelve and two-tenths (12.2) feet East of the easterly edge of a sixty (60) inch culvert pipe running under said Highway; thence along the southerly line of right-of-way of the aforesaid State Highway on a moderate curve to the left a distance of five hundred thirty-four (534) feet to an iron pin corner in the southerly line of the aforesaid State Highway right-of-way and in line of lands now or formerly of Guy Mensch, et ux. (the latter iron pin corner being on a course of North sixty-nine (69) degrees forty-five (45) minutes East a distance of five hundred thirty-three and six-tenths (533.6) feet from the place of beginning thence by lands now or formerly of Guy Mensch, et ux., South twenty-four(24) degrees East two hundred (200) feet to an iron pin corner; thence along lands now or formerly of Guy Mensch, et ux., South fifty-five (55) degrees thirty (30) minutes West five hundred seven (507) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence along the line of land now or formerly of Edward Mensch, North thirty (30) degrees twenty (20) minutes West a distance of three hundred and one (301) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence

oses and says  
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the above en-  
.....  
hed; that the  
vertisement or  
ed in the sub-  
the foregoing

**SS:**

..Stephen Buckley....., being duly sworn, deposes and says that The Morning Press is a newspaper of general circulation of business in the Town of Bloomsburg, County of Sullivan, State of New York, and was established on the 1st day of March, 1902, and has since that time been published (on legal and Legal Holidays). continuously in said Town, County and State of New York; that hereto attached is a copy of the legal notice published in the titled proceeding which appeared in the issue of said newspaper of the 13th, 20th, 27th of May, 1981...exhibit A; that the affiant is one of the owners and publishers of said newspaper; that said notice was published; that neither the affiant nor The Morning Press is the subject matter of said notice and advertisement, and that the affiant believes the statement as to time, place, and character of publication

Sworn and subscribed to before me this 27th day

And now,..... 19...., I hereby certify <sup>that</sup> thirty (30) degrees of publication charges amounting to \$..... for publishing the foregoing, <sup>and</sup> twenty (20) minutes West of a distance of three hundred feet, and will see for this affidavit have been paid in full.

**SHERIFF'S SALE**  
 By virtue of a Writ of Execution No. 30 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, in the Town of Bloomsburg, County of Columbia, State of Pennsylvania, on Thursday, June 4, 1981, at 2:00 o'clock p.m., prevailing eastern time of the said day, all the right, title and interest of the Defendant in and to:  
 ALL THAT CERTAIN piece or parcel of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows:

Square Viney  
 Madrid



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 Legal  
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Value 16.98 — Reg. 14.97  
 All 1st quality, 100% cotton  
 woven jacquard towels.  
 Giant 32x62 size. Choose  
 from 4 great styles.

BODY WRAP  
 BEACH TOWEL  
 Heavy Woven Jacquard

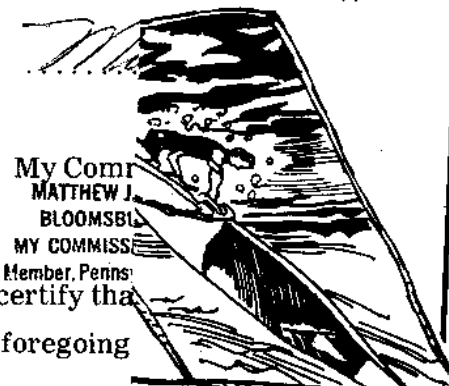
1981

STATE OF PENNSYLVANIA }  
 COUNTY OF COLUMBIA }

SS:

Stephen Buckley, being duly sworn  
 says that Berwick Enterprise is a newspaper of general circulation  
 place of business in the Town of Berwick, County of Columbia and  
 established on the 6th day of April, 1903, and has been published da  
 Holidays) continuously in said Town, County and State since the  
 hereto attached is a copy of the legal notice or advertisement in  
 which appeared in the issue of said newspaper on  
 May 13, 20, 27, 1981  
 that the affiant is one of the owners and publishers of said newspap  
 or notice was published; that neither the affiant nor Berwick Ente  
 subject matter of said notice and advertisement, and that all of t  
 statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 27th day of



My Comm  
 MATTHEW J.  
 BLOOMSBURG  
 MY COMMISS  
 Member, Perins

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

lication  
 this af-

PLEASE PRESENT THIS NOTICE WHEN MAKING PAYMENT  
Address all communications in connection with claims to:

**TAX CLAIM BUREAU**  
COURT HOUSE  
BLOOMSBURG, PA. 17815

Owner or Reputed Owner  
Columbia Equipment Co., Inc.  
c/o President  
230 Montour Blvd.  
Bloomsbuurg, Pa. 17815

COUNTY

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
1980	272.70	27.27	2.73		302.70

SCHOOL DISTRICT

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
1980	1636.20	163.62	16.36		1816.18

TOWN-BOROUGH-TOWNSHIP

YEAR	FACE	PENALTY	INTEREST	COSTS	TOTAL
1980	36.36	3.64	36		40.36

Filing and Entering Return.....	\$5.00
Satisfaction of Claim.....	\$5.00
	<b>10.00</b>

Total Claim	<b>2169.24</b>
-------------	----------------

TCB N<sup>o</sup>: 2191

ALL THAT CERTAIN piece or parcel of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows:

thirty (30) minutes West five hundred seven (507) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence along the line of land now or formerly of Edward Mensch.

Date: May 13, 1981

Description of Property

25 05-E 33

DISTRICT MAP PARCEL

Interest must be computed to date of payment. You may call (717) 784-1991 prior to remittance for exact amount giving district map & parcel number indicated above.

NOTICE OF RETURN AND CLAIM

Notice is hereby given that the property above described has been returned to the Tax Claim Bureau of Columbia County for non-payment of taxes and a claim has been entered under the provisions of Act No. 542 of 1947. If payment of these taxes is not made to the Tax Claim Bureau on or before December 31 of this year, or no exceptions filed, the claim will become absolute. A redemption period of one year will commence or has commenced to run on July 1 of this year. If the claim is not paid in full before the end of the redemption period the property will be advertised and sold by the Tax Claim Bureau; no further redemption will be allowed other such sale.

Start with May and add 9.75 Interest each month to total due.

Beatrice Thompson

DIRECTOR TAX CLAIM BUREAU  
COLUMBIA COUNTY, PA.

Checks are received subject to final payment and at risk of payor.

Checks payable to: COUNTY OF COLUMBIA

NOTE: Interest at the rate of six percent (6%) per annum will be charged beginning May 1 of this year.

Interest increases every month 1/8%.

For Receipt: Enclose a Stamped, Self-addressed Envelope

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

4429

PAY TO THE ORDER OF Columbia County Tax Claim Bureau \$ 2169.24  
Two Thousand, One Hundred, Sixty-Nine AND 24/100 DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

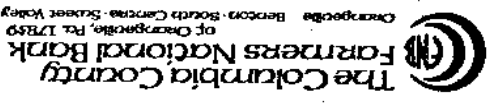
FOR C.I. Co. Farmers Natl Bank vs.  
C.I. Equip. Co., Inc.  
1980 UNPAID TAXES

Victor B. Vandling *[Signature]*  
572-810-00 05

010313059361

JUNE 19, 1981

60-593  
313



**The Columbia County Farmers National Bank**  
 of Chesapeake, Pa. 17520  
 Chesapeake Branch - South Centre - Sunset Valley

**REMITTER**  
 PAY TO THE ORDER OF  
 Columbia County Sheriff

June 16, 1981  
 \$3,015.09

COLUMBIA COUNTY FARMERS NATIONAL BANK  
**3015** 44009 CTS

DOLLARS

**CASHIER'S CHECK**  
 Columbia Equipment, Inc.

AUTH. 918.

**TAX NOTICE**  
 MAKE CHECKS PAYABLE TO:  
 CHARLES A. KASHNER  
 111 RUPERT DRIVE  
 BLOOMSBURG, PA. 17815

HOURS MON, TUES, & THURS  
 4 TO 7 PM OR ANY TIME  
 WHEN HOME  
 PHONE 784-3117

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

**FOR COLUMBIA COUNTY**  
 DESCRIPTION  
 COUNTY R. E.  
 TWP/BORO R.E.

ASSESSMENT  
 18180  
 2.00  
 (DUPLICATE SLIPS)

MILLS  
 18.00  
 2.00

LESS DISCOUNT  
 320.70  
 35.63

TAX  
 327.24  
 36.36

INCL. PENALTY  
 359.96  
 40.00

DATE  
 6/15/81

BILL NO.  
 00112

COLUMBIA EQUIPMENT CO, INC  
 230 MONTGOMERY BOULEVARD  
 BLOOMSBURG, PA. 17815

PENALTY A PROPERTY DESCRIPTION  
 COUNTY 10% TWP/BORO 10%  
 ACCT NO. 12496  
 PARCEL 25-05E-33  
 L-3.13 ACRES  
 COMMERCIAL

3,130  
 15,050  
**TOTAL 18,180**

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

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

**PAY THIS AMOUNT**

JUN 30  
 JUL 31  
 IF PAID BEFORE AFTER

THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1982

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

4428

June 19, 1981

60-593  
 313

PAY TO THE ORDER OF  
 Charles A. Kashner, Tax Collector

\$363.60

Three Hundred Sixty Three and 60/100 DOLLARS

For C.A. Frances Nat'l Bank vs.  
 C.A. Equip. Co., Inc.  
 1981 C.A. Twp R.E.

Bloomberg Bank-Columbia Trust Co.  
 Bloomberg, Pa.

Victor B. Vandling

572" 810" 01" 05

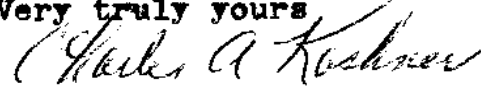


April 21, 1981  
Charles A. Kashner  
Tax Collector  
Mentour Township

TO: Sheriff of Columbia County

Attached are the tax slips on Columbia Equipment  
Co. Inc. For Columbia County and Mentour Township.  
If paid before June 30, \$363.60 after June 30 \$399.96.

Very truly yours



111 Rupert Drive  
Bloomsburg, Pa. 17815

VS

THURSDAY,                     NO.                     

## WRIT OF EXECUTION:

TOTAL

Judgement --- Principal

\$ 247,020.63

Insurance

Interest from                      to 2/15/8111,921.75

Real Estate Tax

Interest from 2/16/81 to 6/1/81  
147 days @ \$            per dayTotal..... \$ 268,942.38

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

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

Total.....\$ 47.75 \$ 47.75

## ATTORNEY FEES

Total.....\$ 26,000.00 \$ 26,000.00

## SHERIFF'S COST OF SALE:

Docket &amp; 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 1/2% each \$ thereafter)

Sheriff's Deed (executing &amp; registering)

Total.....\$            \$           

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

Total.....\$ 277.00 \$ 277.00Prothonotary - List of Liens  
DeedTotal..... \$            \$           

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

Total..... \$            \$           

## REAL ESTATE TAXES:

Borough/Township &amp; County Taxes, 1981

School Taxes, District 15/000, 1980 plusParcel #1                      1980 County/TownshipParcel #2                     Parcel #3                     Parcel #4                     Total..... \$            \$ 277.00

## SEWERAGE RENT DUE:

Municipality                      for 19          \$            \$

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution No. 30 of 1981, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, County of Columbia, State of Pennsylvania, on ~~June 4~~ <sup>THURSDAY,</sup> , 1981, at 2:00 o'clock P .m., prevailing eastern time of the said day, all the right, title and interest of the Defendant in and to:

ALL THAT CERTAIN piece or parcel of land situate in Montour Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner in line of land now or formerly of Edward Mensch and on the southerly line of the right-of-way of the new Bloomsburg-Danville State Highway, said iron pin corner being twelve and two-tenths (12.2) feet East of the easterly edge of a sixty (60) inch culvert pipe running under said Highway; thence along the southerly line of right-of-way of the aforesaid State Highway on a moderate curve to the left a distance of five hundred thirty-four (534) feet to an iron pin corner in the southerly line of the aforesaid State Highway right-of-way and in line of lands now or formerly of Guy Mensch, et ux. (the latter iron pin corner being on a course of North sixty-nine (69) degrees forty-five (45) minutes East a distance of five hundred thirty-three and six-tenths (533.6) feet from the place of beginning); thence by lands now or formerly of Guy Mensch, et ux., South twenty-four (24) degrees East two hundred (200) feet to an iron pin corner; thence along lands now or formerly of Guy Mensch, et ux., South fifty-five (55) degrees thirty (30) minutes West five hundred seven (507) feet to an iron pin corner in line of lands now or formerly of Edward Mensch; thence along the line of land now or formerly of Edward Mensch, North thirty (30) degrees twenty (20) minutes West a distance of three hundred twenty-five (325) feet to an iron pin corner in the right-of-way of the aforesaid State Highway, the place of BEGINNING, and CONTAINING 3.13 acres as taken from a draft of survey made on September 7, 1955, by A. Carl Wolfe, R. S. whereon is

4/20/81:

P-E, Legal Ads, Wed., May 13, 20, & 27, 1981. Affidavits please.  
Henrie Printing.  
Charles Kashner, Tax Collector, Montour Township.

erected a commercial building.

BEING the same premises which Marqueen R. Shuman, by her Deed dated April 6, 1973 and recorded in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, in Deed Book 260 at page 1053, granted and conveyed unto Columbia Equipment Co., Inc.

IMPROVED with a commercial building at the address 230 Montour Blvd., U. S. Route 11, Danville Highway, Bloomsburg, Pennsylvania 17815.

TOGETHER with all buildings and improvements thereon.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on **June 8**, 1981, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of THE COLUMBIA COUNTY FARMERS NATIONAL BANK OF ORANGEVILLE against COLUMBIA EQUIPMENT CO., INC., and will be sold by:

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

DALE A. DERR, ESQUIRE  
Attorney for Plaintiff



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

May 5, 1981

A. J. ZALE, Chief Deputy

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

THE COLUMBIA COUNTY FARMERS  
NATIONAL BANK OF ORANGEVILLE  
vs  
COLUMBIA EQUIPMENT CO., INC.

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 30 of 1981 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On May 5, 1981 at 9:55 A.M., \_\_\_\_\_, posted a copy of the SHERIFF'S  
SALE bill on the property of Columbia Equipment Co., Inc., Montour Township  
(Rt. 11) \_\_\_\_\_,  
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  
5th day of May 1981.

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

April 15, 1981

THE COLUMBIA COUNTY FARMERS  
 NATIONAL BANK OF ORNAGEVILLE  
 VS  
 COLUMBIA EQUIPMENT CO., INC.

IN THE COURT OF COMMON  
 PLEAS OF COLUMBIA COUNTY  
 COMMONWEALTH OF PENNA.  
 NO. 30 of 1981 E.D.  
 WRIT OF EXECUTION

SERVICE ON Elmer Folk Jr. (President)

On April 13, 1981 at 8:00 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, Columbia Equip-  
ment Co., Inc. at residence of Elmer Folk Jr., 230 Montour Blvd.,  
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.

THE COLUMBIA COUNTY FARMERS  
NATIONAL BANK OF ORANGEVILLE,  
PLAINTIFF,

VS.

COLUMBIA EQUIPMENT CO., INC.  
DEFENDANT.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH

: CIVIL ACTION - LAW

: NO. 212 OF 1981  
: IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE  
OF  
REAL ESTATE

TO: COLUMBIA EQUIPMENT CO., INC., Defendant herein and owner  
of the Real Estate hereinafter described:

NOTICE IS HEREBY GIVEN that by virtue of the above captioned writ of execution issued under the above captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on **June 4**, 1981, at **2:00** o'clock **p.m.**, prevailing eastern time of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in Montour Township, County of Columbia and State of Pennsylvania, the same more particularly described in Exhibit "A" attached hereto and incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on **June 8**, 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

DERR & PURSEL

BY: \_\_\_\_\_

DALE A. DERR, ESQUIRE  
Attorney for Plaintiff  
238 Market Street  
Bloomsburg, Pennsylvania