

Cut.

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

Lothar K. Miller and
Judith B. Miller Plaintiff

: NO. 33 of 1981 E.D.

VS.

Salvatore V. Amato and
Marilyn Amator Defendant


: 532 of 1981 J.D.

:

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

Return the writ in the above captioned matter discontinued and
satisfy original judgement by order of Plaintiff's Attorney.

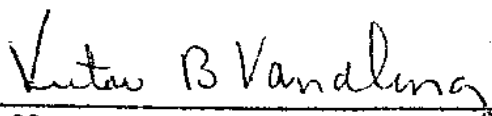


Attorney for the Plaintiff

Dated: October 13, 1981

TO THE PROTHONOTARY:

I hereby return the writ in the above captioned matter
discontinued and satisfy original judgement by order of the Plaintiff's
Attorney.



Sheriff

LAW OFFICES

Arthur B. Morgenstern

1707 RITTENHOUSE SQUARE
PHILADELPHIA, PA. 19103

REFER TO FILE:

June 12, 1981

(215) KINGSLEY 5-8424
PENNYPACKER 5-5731

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

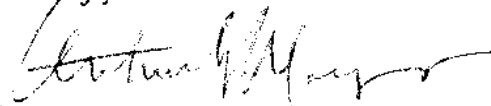
RE: MILLER vs. AMATO
FORECLOSURE ACTION
NO. 532-1981

Dear Sheriff Vandling:

This letter will confirm my conversation with your Deputy today where I advised of my representation of Salvatore V. Amato and Marilyn Amato in the captioned foreclosure action. I am enclosing herewith a copy of a letter dated June 9, 1981, sent to Gailey C. Keller, Esquire regarding the stay of the sale scheduled for June 18, 1981, until September.

I assume that this information is sufficient to cause the scheduled sale to be stayed and, on this basis, neither myself nor my clients intend to be in Bloomsburg on June 18th. If, for any reason, you receive information conflicting with this, please advise me immediately.

Sincerely,


Arthur B. Morgenstern

ABM:mmm
Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

c/c: Gailey C. Keller, Esquire

June 9, 1981

Gailey C. Keller, Esquire
SMITH, EVES AND KELLER
227 Market Street
Bloomsburg, Pennsylvania 17815

RE: MILLER vs. AMATO
FORECLOSURE ACTION
NO. 532 - 1981

Dear Mr. Keller:

As we discussed earlier today, I herewith enclose a Treasurer's Check in the amount of \$1,500.00 payable to Lothar K. Miller and Judith B. Miller on account of the mortgage balance due to them from Mr. and Mrs. Amato. I understand our clients have agreed that upon such payment, the Sheriff's Sale scheduled for June 18, 1981, will be stayed until September.

Kindly keep me advised as to the status of foreclosure action. My clients have advised me that under any circumstances they will see that the balance of the mortgage and relevant costs are paid prior to any scheduled Sheriff's Sale.

Sincerely,


Arthur B. Morgenstern

ABM:mm
Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

b/c/c: Mr. and Mrs. Salvatore V. Amato



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

June 16, 1981

Gailey C. Keller
Atty.-at-Law
227 Market Street
Bloomsburg, Pa. 17815

Re: Miller vs Amato
No. 33 of 1981 E.D.

Dear Mr. Keller,

Enclosed is a check in the amount of \$245.47 payable to you as a refund due from the \$500.00 advance cost deposit made at time Writ of Execution was filed.

Costs incurred amounted to \$254.53. A breakdown includes \$55.29 for docket and levy, service, postage, advertising, posting sale bills and mileage. This amount was for Sheriff Department services. In addition this department has been charged with costs of \$30.00 by Henrie Printing for sale bills and \$169.24 by the Press-Enterprise, Inc. for legal advertisement.

Any questions in the matter should be directed to the under-signed.

Very truly yours,

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

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4413

June 16, 1981

60-593
313

PAY TO THE ORDER OF Gailey C. Keller \$ 245.47
Two Hundred forty five and 47/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Lothar vs Amato
No 33 of 1981 E.D.
Refund Unused Advance

Victor B. Vandling
572 810 00 05

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

LOTHAR K. MILLER AND
.....
JUDITH B. MILLER, Plaintiff,
.....
vs

SALVATORE V. AMATO AND
.....
MARILYN AMATO, Defendant.
.....

No. 33 Term 1981 E.D.
No. 532 Term 1981 J.D.
No. Term 19.....

WRIT OF EXECUTION
(MONEY JUDGEMENTS)

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

To satisfy the judgement, interest and costs against... SALVATORE V. AMATO and MARILYN AMATO,

..... Defendant (s):

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

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

~~XXX~~

(Specifically describe property)

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants, dated August 13, 1973.

TOGETHER with to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the ~~x and to allow the Grantees to have~~ above described premises.

(S X S X O T C B X X X X H P S X M A E X Y S E X U S X X

[illegible]

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

Amount due	\$3,650.06.....
Atty. Comm. 10%	376.45
Interest from	...114.40.....
10-17-80 to 3-9-81	

Total 4,140.91 plus costs & int. from

Plus costs as per endorsement hereon. 3-9-81

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

Dated .. ~~March~~ .. 1981 ..

(SEAL)

I hereby certify the within to be a
True copy of the original within this
case.

Victor B. Vandling
VICTOR B. VANDLING
Sheriff

Deputy

LOTHAR K. MILLER and	:	IN THE COURT OF COMMON PLEAS
JUDITH B. MILLER,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH
VS.	:	NO. 33 - 1981 E.D.
SALVATORE V. AMATO and	:	ACTION-AT-LAW
MARILYN AMATO,	:	MORTGAGE FORECLOSURE
Defendants.	:	146-532 - 1981 T 11

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your

exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

Susquehanna Legal Services
R. D. #4
Bloomsburg, PA 17815
Telephone: 784-8760

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

LOTHAR K. MILLER and	:	IN THE COURT OF COMMON PLEAS
JUDITH B. MILLER,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH
	:	
VS.	:	NO.
	:	
SALVATORE V. AMATO and	:	ACTION-AT-LAW
MARILYN AMATO,	:	MORTGAGE FORECLOSURE
Defendants.	:	

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be

☒ (i) Set aside in kind (specify property to be set aside)

☐ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ☒ in cash;

☐ in kind (specify property) _____

(b) Social Security benefits on deposit in the
amount of \$_____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the
exemption. Notice of the hearing should be given to me at

(address)

(telephone no.)

I verify that the statements made in this Claim for
Exemption are true and correct. I understand that false state-
ments herein are made subject to the penalties of 18 Pa. C.S.
§ 4904 relating to unsworn falsification to authorities.

Date: _____

Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF COLUMBIA COUNTY, COURT HOUSE,
BLOOMSBURG, PA 784-1991 (TELEPHONE)

LOTHAR K. MILLER and	:	IN THE COURT OF COMMON PLEAS
JUDITH B. MILLER,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH
VS.	:	NO. 532 — 81
SALVATORE V. AMATO and	:	ACTION-AT-LAW
MARILYN AMATO,	:	MORTGAGE FORECLOSURE
Defendants.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: SALVATORE V. AMATO
 MARILYN AMATO
 2608 Lillian Ave.
 Willow Grove, PA 19090
 (Owners or reputed owners of real estate hereinafter
 described)

NOTICE IS HEREBY GIVEN in accordance with Pa. R.C.P.
 3129(b)(2) that by virtue of Writ of Execution No.
 issued out of the Court of Common Pleas of Columbia County,
 directed to the Sheriff of Columbia County, there will be
 exposed to public sale, by endue or outcry, to the highest
 and best bidder; for cash, at the Sheriff's Office, Columbia
 County Court House, Bloomsburg, Pennsylvania, on THURSDAY,
JUNE 18, 1981, at 2:00 o'clock P.M., all
 the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece, parcel or tract of
 land situate in North Centre Township, Columbia
 County, Pennsylvania, bounded and described as
 follows, to-wit:

BEGINNING at an iron pin at the corner of
 property of Myron Edwards and William Singer;
 thence by lands of William Singer, north 75
 degrees 02 minutes east, 841.71 feet to a stone
 in line of lands of Ernest Campbell; thence by


the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants, dated August 13, 1973.

TOGETHER WITH to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the above described premises.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on JUNE 19, 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.

SEIZED AND TAKEN INTO EXECUTION at the suit of Lothar K. Miller and Judith B. Miller against Salvatore V. Amato and Marilyn Amato, and will be sold by the Sheriff of Columbia County.


GAILEY C. KELLER, ESQUIRE
227 Market St.
Bloomsburg, PA 17815

LOTHAR K. MILLER and
JUDITH B. MILLER,
Plaintiffs,

VS.

SALVATORE V. AMATO and
MARILYN AMATO,
Defendants.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: NO. 33- 1981 E. D.
:
: ACTION-AT-LAW
: MORTGAGE FORECLOSURE
: No. 532 - 1981 J. D.

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:

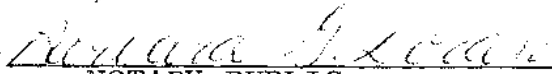
GAILEY C. KELLER, being duly sworn according to law,
deposes and says that he is the attorney for Lothar K. Miller
and Judith B. Miller, Plaintiffs in the above captioned action,
and that to the best of his knowledge, information and belief
the names and addresses of the Defendants, Salvatore V. Amato
and Marilyn Amato, the owners or reputed owners in the above
captioned matter are:

Salvatore V. Amato and Marilyn Amato
2608 Lillian Avenue
Willow Grove, PA 19090



ATTORNEY FOR PLAINTIFFS

Sworn and subscribed to
before me this 17th day
of April, 1981.



NOTARY PUBLIC
My Commission Expires: 06-30-82

TAX NOTICE

107TH CENTRE TWP
MAKE CHECKS PAYABLE TO:

MARGARET TEITSWORTH
R.D. #2
BERWICK, PA. 16603

HOURS THURS 1:00 TO 8:00 PM
OR BY APPOINTMENT

PHONE 683-5526

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M A AVALIO, SALVATORE & HAMILYN
1 260 LILLIAN AVENUE
1 WILLOW GROVE, PA 19090
1
0

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

FOR COLUMBIA COUNTY

DATE

03/01/81

00000

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE	NET PAYABLE
COUNTY R.E.	110	18.00	1.94	1.90	2.19
TWP/BORO R.E.		3.00	.32	.33	.33
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.					
PAY THIS AMOUNT		APR 30 IF PAID BEFORE		2.31	2.53
PENALTY AT PROPERTY DESCRIPTION		JUN 30 IF PAID BEFORE		2.31	2.53
COUNTY 108 TWP/BORO EX		JULY 1 IF PAID AFTER		2.31	2.53
ACT NO. 00231		THIS TAX RETURNED TO COURT HOUSE			
PARCEL 11-04-27		JANUARY 22, 1982			
L-20-71 AC					

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

REC'D BY

TOTAL

110

Dear Ms. Teitsworth,

Please furnish this office a copy of the TAX STATEMENT on this property.

Thank you,

SHERIFF'S SALE

By virtue of Writ of Execution No. 33 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, JUNE 18, 1981
at 2:00 o'clock P.M.

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

TOGETHER with to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the above described premises.

Taken into execution, etc., at the suit of Lothar K. Miller and Judith B. Miller vs. Salvatore V. Amato and Marilyn Amato, and to be sold as the property of Salvatore V. Amato and Marilyn Amato.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on June 19, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Gailey C. Keller, Attorney

VICTOR B. VANDLING, SHERIFF

84.62 Morning Press
84.62 Berwick Enterprise

Balance Due \$169.24

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

Amato Sheriff Sale

Victor Vandling

COUNTY OF COLUMBIA

....., being duly sworn,
that The Morning Press is a newspaper of general circulation
of business in the Town of Bloomsburg, County of Columbia,
was established on the 1st day of March, 1902, and has (since
and Legal Holidays). continuously in said Town, County,
lishment; that hereto attached is a copy of the legal notice
titled proceeding which appeared in the issue of said newspaper
.. May 27, June 3, 10, 1981, exactly
affiant is one of the owners and publishers of said newspaper;
notice was published; that neither the affiant nor The Morning
ject matter of said notice and advertisement, and that a
statement as to time, place, and character of publication as

Sworn and subscribed to before me this 11th day of

..... north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

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poses and says
office and place
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except Sundays
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the above en-
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the foregoing

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

4410

PAY
TO THE
ORDER OF

Press-Enterprise, Inc.

One Hundred Sixty Nine and 24/100

\$ 169.24

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR

M. Hec vs Amato
NO. 33 OF 1981 ED
Legal Ads

031305936

57281000

05

Victor B. Vandling

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA } SS:

....., being duly sworn
that The Morning Press is a newspaper of general circulation
of business in the Town of Bloomsburg, County of Columbia
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... May 27, June 3, 10, 1981. exactly
affiant is one of the owners and publishers of said newspaper
notice was published; that neither the affiant nor The Morning
ject matter of said notice and advertisement, and that a
statement as to time, place, and character of publication:

Sworn and subscribed to before me this day

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

SHERIFF'S SALE
By virtue of Writ of Execution No. 33 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., June 10, 1981
at 2:00 o'clock p.m.

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

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Taken into execution, etc., at the suit of Lothar K. Miller and Judith B. Miller, vs. Salvatore V. Amato and Marilyn Amato, and to be sold as the property of Salvatore V. Amato and Marilyn Amato.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on June 19, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days

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SHERIFF'S SALE

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Thurs., June 18, 1981
at 2:00 o'clock p.m.

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Victor B Vandling
Sheriff

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

....., being duly sworn, deposes and says that Berwick Enterprise is a newspaper of general circulation place of business in the Town of Berwick, County of Columbia established on the 6th day of April, 1903, and has been published (Holidays) continuously in said Town, County and State since hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on

May 27, June 3, 10....., 19 81.

that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick subject matter of said notice and advertisement, and that all statement as to time, place, and character of publication are true

Sworn and subscribed to before me this 11th day of

My Comm.
MATT
BLO
MY COM
Member,

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

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re foregoing

[Handwritten signature]

19 81

[Handwritten signature]

publication
for this af-

Henrie Printing

Margaret L. Teitsworth, Tax Collector/ North Centre Twp.

SHERIFF'S SALE

By virtue of Writ of Execution No. 33 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, JUNE 18, 1981
at 2:00 o'clock P.M.

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

TOGETHER with to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the above described premises.

Taken into execution, etc., at the suit of Lothar K. Miller and Judith B. Miller vs. Salvatore V. Amato and Marilyn Amato, and to be sold as the property of Salvatore V. Amato and Marilyn Amato.

Notice is hereby directed to all parties and claimants that a schedule of distribution will be filed by the Sheriff on June 19, 1981. Distribution will be made in accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

Gailey C. Keller, Attorney

VICTOR B. VANDLING, SHERIFF

State of Pennsylvania }
County of Columbia } ss.

I, ~~Frank B. Boshart~~ Beverly J. Michael, Acting 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

Salvatore V. Amato and Marilyn Amato, 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 9th day of June
A.D., 19 81

Beverly J. Michael Acting RECORDER

This Mortgage,

Made the 16th day of Nov. in the year of our Lord one thousand nine hundred and seventy three (73)

Between SALVATORE V. AMATO and MARILYN AMATO, His Wife, of Oreland, Montgomery County, Pennsylvania, MORTGAGORS,

A N D

LOTHAR K. MILLER and JUDITH B. MILLER, His Wife, of Hatboro, Montgomery County, Pennsylvania, MORTGAGEES.

Witnesseth, Whereas, the Mortgagors, their Heirs, Devisees and Personal Representatives, by a Bond bearing even date, herewith stand bound unto the Mortgagees, their certain Attorneys, Personal Representatives, Legatees, Successors, or Assigns in the sum of SEVENTEEN THOUSAND (\$17,000.00) Dollars, conditioned for the payment of a debt of EIGHT THOUSAND FIVE HUNDRED (\$8,500.00) Dollars,

payable within ten (10) years from the date hereof, together with interest thereon at the rate of eight (8%) per cent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least ONE HUNDRED THREE DOLLARS and THIRTEEN CENTS (\$103.13) per month. First payment to be made on or before the 15th day of November, 1973.

Transfer of title to the premises hereby mortgaged shall make all sums due hereon, including principal and interest and all amounts agreed to be treated as such, payable on demand, irrespective of anything herein contained to the contrary.

And Also, to keep the buildings upon said premises in repair and commit no waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to estovers and that if the said Mortgagors shall neglect or refuse to keep said premises in repair, the Mortgagees may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Mortgagors to the Mortgagees hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon.

And Also, to pay all taxes upon the premises hereinafter described, within one year after the first day of January next succeeding their assessment, and keep all buildings now standing and hereafter erected on said premises, insured against loss by fire and other casualties covered by the standard form of extended coverage for the benefit of the Mortgagees in a sum not less than the total due hereon from time to time and to take no insurance on said buildings not marked for the benefit of the Mortgagees and to pay all premiums on said insurance, within thirty days after written notice of their being due shall have been given to the said Mortgagor s.

And THE FURTHER CONDITION OF THE SAID OBLIGATION IS SUCH, that upon default for thirty days in payment of any part of said principal sum or interest as agreed, or of any premium of insurance for thirty days after written notice of its being due shall have been given to the Mortgagor s or upon default in the payment of any tax assessed against the said premises for one year after the first day of January

next succeeding its assessment, or if a breach of any of the conditions of the said obligation be made by the said MortgagorS, their Heirs, Devisees, or Personal Representatives, then the said principal sum shall become due and payment of the same, with all interest, taxes, and premiums of insurance due thereon, as therein provided, together with an Attorney's commission of ten percent on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now, THIS INDENTURE WITNESSETH that for and in consideration of One Dollar and for and in consideration of the further sum hereby secured, and intending to be legally bound, the MortgagorS, to better secure payment of the said debt and the performance of the covenants in the said Bond, do grant and convey to the Mortgagee S, their Heirs, Successors and Assigns,

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer North 75 degrees 02 minutes East, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same South 7 degrees 23 minutes East, 1,534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence South 84 degrees 32 minutes 32 seconds West, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same North 5 degrees 49 minutes 17 seconds West, 1,394.83 feet to the place of beginning. CONTAINING 28.712 acres.

This description was prepared from draft of survey of Orangeville Surveying Consultants, dated August 13, 1973.

The Grantors do further grant, bargain and sell to the Grantees, their heirs and assigns the use in common with them of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, to the Grantors by date of June 11, 1973 and recorded in Miscellaneous Book 49, page 442.

The Grantors for themselves, their heirs and assigns do hereby reserve a 33 foot right-of-way along the Southern side of the above described premises for the purpose of ingress, egress and regress over and through the above described premises.

BEING Tract No. 5 of the premises which Arthur R. Appleman a/k/a Art Appleman and Lena R. Appleman, his wife, by Deed dated June 17, 1971, and recorded in the office of the Recorder of Deeds in and for Columbia County in Deed Book 251, page 877, granted and conveyed unto Lothar K. Miller and Judith B. Miller, his wife, Grantors herein.

VOL 168 PAGE 963

with the appurtenances, reversions, remainders, rents, issues and profits.

To Have and to Hold TO THE SAID Mortgagee S, their Heirs, Successors and Assigns forever.

And the said Mortgagor S and Mortgagee S do hereby covenant and agree that if the said Mortgagor
Heirs, Devisees or Personal Representatives, shall neglect or refuse to keep in force insurance as
aforesaid, or to pay any premium of insurance for thirty days after written notice of its being due shall be
given to the Mortgagor S, or to pay all taxes upon the premises within one year after the first day of January
next succeeding its assessment, the said Mortgagee S, their certain Attorneys, Personal Representatives,
Legatees, Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum
aforesaid, and pay premiums of insurance as aforesaid, and pay the said taxes as aforesaid, and upon exercise
of said privilege, right or option, any sums thus expended for any of said purposes shall be added to and become
a part of the said mortgage debt and shall be treated, held and considered as such in all matters touching or
concerning this mortgage and in all proceedings had for the enforcement of the liability hereon.

And the said Mortgagor S do hereby covenant and agree to pay the said mortgage debt, with interest and
all taxes and premiums of insurance as set forth more fully and at large in the said Bond and heretofore recited

And the said Mortgagee S, do hereby covenant and agree that upon default for thirty days in payment
of any part of said principal sum or interest as agreed, or of any premium of insurance for thirty days after
written notice of its being due shall have been given to the Mortgagor or upon default in the payment of any
tax assessed against the said premises for one year after the first day of January next succeeding its assessment,
or if a breach of any of the conditions of the said mortgage be made by the said Mortgagor, their Heirs, De-
visees, or Personal Representatives, then the said Mortgagee S, their certain Attorneys, Personal Represen-
tatives, Legatees, Successors or Assigns, may forthwith without prejudice to any other remedy, file complaint in
an Action of Mortgage Foreclosure hereon and proceed thereon to judgment and execution for the immediate
recovery of said principal debt, with all interest, taxes, and premiums of insurance due according to the terms
hereof, together with an attorney's commission of ten per centum upon the said principal sum, and all
costs of suit, nor shall any waiver of this provision be held effectual unless in writing for a valuable considera-
tion, and any judgment thus recovered shall be enforceable without defalcation or stay of execution, the Mort-
gagor hereby further waiving the rights of inquisition and appeal, all rights under any present or future
exemption laws of this Commonwealth and all benefit from any and all errors in any and all proceedings had
hereupon.

And the said Mortgagor S and Mortgagee S do hereby covenant and agree that if the said Mortgagor S
their Heirs, Devisees, or Personal Representatives, shall without default pay or cause to be paid to the
said Mortgagee S or their certain Attorneys, Legatees, Successors, Personal Representatives, or Assigns,
the said principal sum with interest as agreed, and shall without default keep the buildings on the premises
insured and pay the insurance premiums therefor and all taxes upon the premises as agreed, or in case of default
and of legal process, shall before actual sale pay the same, together with commissions and costs accrued, then
this mortgage, the estate hereby granted, and the said accompanying Bond, shall become void.

Witness the hands and seal S of the said Mortgagor S the day and year first
above written.

Signed, Sealed and Delivered
in the presence of

Edward B. Kupper

NOTED & INDEXED
RECORDED
JAN 11 1904

Salvatore V. Amato
Salvatore V. Amato
Marilyn Amato
Marilyn Amato

Seal

Seal

Seal

Seal

Seal

It is understood and agreed that Mortgagors may repay all or any
portion of the amount due at any time without premium or penalty.

Commonwealth of Pennsylvania

County of Columbia

ss.

On this, the

12th

day of

November

A. D. 19 73, before me
the undersigned Officer,

a Notary Public

personally appeared Salvatore V. Amato & Marilyn Amato, his wife,
known to me (or satisfactorily proven) to be the person whose name s are subscribed to the within
instrument, and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Barbara J. Doran

Title of Officer

State of

County of

ss.

On this, the

day of

A. D. 19 73, before me
the undersigned Officer, personally
known to me (or satisfactorily

appeared

proven) to be the person whose name he subscribed to the within instrument, and acknowledged that
he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer

I Hereby Certify, that the precise residence of the MortgageeS and personS entitled to interest on this
Mortgage 23 North Broad Street, Hatboro, Penna. 190040

Attorney for MORTGAGEES

RECORD BY RECORDER
COLUMBIA CO., PA.

TAX \$5.00 FEE \$5.00

Nov 16 11 45 AM '73

Number 195

Mortgage

Common Sense

SALVATORE V. AMATO &

MARILYN AMATO, HIS WIFE,

To

LOTHAR K. MILLER & JUDITH

B. MILLER, HIS WIFE,

Dated
Upon
To secure
Payable

Entered for record in the Recorder's
Office of
County
day of
A. D. 19
Tax \$ Fee \$

Recorder.

SMITH & MILLER

BLOOMSBURG, PENNA.

Form No. 016 1a 3d Blank primary, Locustville, Pa.

Commonwealth of Pennsylvania

County of Columbia

ss.

Recorded on this

12th

day of

November

A. D. 19 73, in the Re-

corde's Office of the said County in Mortgage Book

Volume 203 Page 962

11:45 a.m.

Given under my hand and seal of the said Office, the date above written

John Q. Timbrell

Recorder

No. _____ TERM
SESS. 19____
Miller
vs.
Amato

BLOOMSBURG, PA., June 9 1981
M Sheriff

To **FREDERICK J. PETERSON, Dr.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

SALVATORE V. AMATO AND MARILYN AMATO

Court of Common Pleas of Columbia County, Pennsylvania.

Lothar K. & Judith B. Miller

versus

Salvatore V. Amato and
Marilyn Amato

No. 532 of Term, 1981
Real Debt ||\$ 4140.91
Interest from 3-9-81 ||
Commission ||
Costs ||
Judgment entered 4-14-81
Date of Lien 3-9-81
Nature of Lien Note

versus

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

versus

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

versus

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

versus

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



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

May 26, 1981

Lothar K. Miller and
Judith B. Miller
vs
Salvatore V. Amato and
Marilyn Amato

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 33 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On May 22, 1981 at 1:45 P.M. _____, posted a copy of the SHERIFF'S
SALE bill on the property of Salvatore V. Amato and Marilyn Amato, R.D. 2,
Berwick, North Centre Township _____,
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
26th 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

April 24, 1981

A. J. ZALE, Chief Deputy

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

Lothar K. Miller and
Judith B. Miller
vs
Salvatore V. Amato and
Marilyn Amato

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 33 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

SERVICE ON SALVATORE V. AMATO

On April 20, 1981, sent 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 to Salvatore V. Amato, 2608 Lillian Ave., Willow Grove, Pa. 19090 by Certified Mail, Return Receipt Requested Number P16 6236728. Said Salvatore V. Amato received same on 4/22/81 per signature of M. Amato on Return Receipt card attached hereto and made part of this return. Receipt for CERTIFIED MAIL NUMBER P16 6236728 is attached.

So Answered:

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

For:

Victor B. Vandling
Victor B. Vandling
Sheriff Columbia 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

April 24, 1981

A. J. ZALE, Chief Deputy

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

Lothar K. Miller and
Judith B. Miller
vs
Salvatore V. Amato and
Marilyn Amato

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 33 of 1981 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

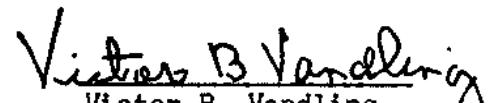
SERVICE ON MARILYN AMATO

On April 20, 1981, sent 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 to Marilyn Amato, 2608 Lillian Ave., Willow Grove, Pa. 19090 by Certified Mail, Return Receipt Requested Number Pl6 6236729. Said Marilyn Amato received same on 4/22/81 per signature of M. Amato on Return Receipt card attached hereto and made part of this return. Receipt for CERTIFIED MAIL NUMBER Pl6 6236729 is attached.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:


Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this _____ day of _____

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania

LOTHAR K. MILLER and
JUDITH B. MILLER,
Plaintiffs,

VS.

SALVATORE V. AMATO and
MARILYN AMATO,
Defendants.

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

: NO. 33- 1981 E.D.

: ACTION-AT-LAW
: MORTGAGE FORECLOSURE

: No. 532 - 1981 J.D.

WRIT OF EXECUTION

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to the court ready to explain your

exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

Susquehanna Legal Services
R. D. #4
Bloomsburg, PA 17815
Telephone: 784-8760

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 statutory exemption.
2. Bibles, school books, sewing machines, uniforms and equipment.
3. Most wages and unemployment compensation.
4. Social Security benefits.
5. Certain retirement funds and accounts.
6. Certain veteran and armed forces benefits.
7. Certain insurance proceeds.
8. Such other exemptions as may be provided by law.

LETHAR K. MILLER and	:	IN THE COURT OF COMMON PLEAS
JUDITH B. MILLER,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH
	:	
VS.	:	NO.
	:	
SALVATORE V. AMATO and	:	ACTION-AT-LAW
MARILYN AMATO,	:	MORTGAGE FORECLOSURE
Defendants.	:	

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon:

(a) I desire that my \$300 statutory exemption be

☒ (i) Set aside in kind (specify property to be set aside)

☐ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption: ☐ in cash;

☐ in kind (specify property) _____

(b) Social Security benefits on deposit in the
amount of \$_____;

(c) other (specify amount and basis of exemption):

I request a prompt court hearing to determine the
exemption. Notice of the hearing should be given to me at

(address) _____ (telephone no.) _____.

I verify that the statements made in this Claim for
Exemption are true and correct. I understand that false state-
ments herein are made subject to the penalties of 18 Pa. C.S.
§ 4904 relating to unsworn falsification to authorities.

Date: _____
_____ Defendant

THIS CLAIM TO BE FILED WITH THE OFFICE OF THE
SHERIFF OF COLUMBIA COUNTY, COURT HOUSE,
BLOOMSBURG, PA 784-1991 (TELEPHONE)

WRIT OF EXECUTION
(MONEY JUDGEMENTS)

April 14-1981
Dated .. ~~March~~ .. 1981....
(SEAL)

No. 33 Term, 19. 81 E.D.

No. Term, 19. A.D.

No. 532 Term, 19. 81 J.D.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

vs

Writ of Execution

(Money Judgments)

Claim \$ 3650.06

Interest from 114.40
Atty Fees 376.40

Inquisition & Exemption Laws waived
Condemnation agreed to.

Costs

Prothy Paid 10.00
Judgement Fee 6.50
Crier 3.00
Satisfaction 3.00
..... 11.00

Attorney for Plaintiff (s)

Address:

Where papers may be served.

LOTHAR K. MILLER and	:	IN THE COURT OF COMMON PLEAS
JUDITH B. MILLER,	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiffs,	:	COLUMBIA COUNTY BRANCH
	:	
VS.	:	NO. 532-8-1
	:	
SALVATORE V. AMATO and	:	ACTION-AT-LAW
MARILYN AMATO,	:	MORTGAGE FORECLOSURE
Defendants.	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: SALVATORE V. AMATO
MARILYN AMATO
2608 Lillian Ave.
Willow Grove, PA 19090
(Owners or reputed owners of real estate hereinafter
described)

NOTICE IS HEREBY GIVEN in accordance with Pa. R.C.P.
3129(b)(2) that by virtue of Writ of Execution No.
issued out of the Court of Common Pleas of Columbia County,
directed to the Sheriff of Columbia County, there will be
exposed to public sale, by endue or outcry, to the highest
and best bidder; for cash, at the Sheriff's Office, Columbia
County Court House, Bloomsburg, Pennsylvania, on THURSDAY,
JUNE 18, 1981, at 2:00 o'clock P.M., all
the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN piece, parcel or tract of
land situate in North Centre Township, Columbia
County, Pennsylvania, bounded and described as
follows, to-wit:

BEGINNING at an iron pin at the corner of
property of Myron Edwards and William Singer;
thence by lands of William Singer, north 75
degrees 02 minutes east, 841.71 feet to a stone
in line of lands of Ernest Campbell; thence by


the same, south 7 degrees 28 minutes east, 1514.1 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants, dated August 13, 1973.

TOGETHER WITH to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the above described premises.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will on JUNE 19 , 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.

SEIZED AND TAKEN INTO EXECUTION at the suit of Lothar K. Miller and Judith B. Miller against Salvatore V. Amato and Marilyn Amato, and will be sold by the Sheriff of Columbia County.


GAILEY C. KELLER, ESQUIRE
227 Market St.
Bloomsburg, PA 17815

LOTHAR K. MILLER and
JUDITH B. MILLER,
Plaintiffs,

VS.

SALVATORE V. AMATO and
MARILYN AMATO,
Defendants.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
:
: NO. 33 - 1981 E.D.
:
: ACTION-AT-LAW
: MORTGAGE FORECLOSURE
: No 532 - 1981 J.D.

AFFIDAVIT IN ACCORDANCE WITH PA. R.C.P. 3129

STATE OF PENNSYLVANIA)
COUNTY OF COLUMBIA) SS:
)

GAILEY C. KELLER, being duly sworn according to law,
deposes and says that he is the attorney for Lothar K. Miller
and Judith B. Miller, Plaintiffs in the above captioned action,
and that to the best of his knowledge, information and belief
the names and addresses of the Defendants, Salvatore V. Amato
and Marilyn Amato, the owners or reputed owners in the above
captioned matter are:

Salvatore V. Amato and Marilyn Amato
2608 Lillian Avenue
Willow Grove, PA 19090


ATTORNEY FOR PLAINTIFFS

Sworn and subscribed to
before me this 13th day
of April, 1981.


NOTARY PUBLIC

My Commission Expires: 5-6-82

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

TOGETHER with to the Grantees, their heirs and assigns, the use in common with the Grantors of a certain 33 foot right-of-way as described in a certain deed of right-of-way of Ernest W. Campbell and Donna Sue Campbell, his wife, dated June 11, 1973, and recorded in Misc. Book 49, page 442.

EXCEPTING AND RESERVING to the Grantors, Lothar K. Miller and Judith B. Miller, his wife, their heirs and assigns, a 33 foot right-of-way along the southern side of the above-described premises for the purpose of ingress, egress and regress over and through the above described premises.

ALL THAT CERTAIN piece, parcel or tract of land situate in North Center Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin at the corner of property of Myron Edwards and William Singer; thence by lands of William Singer, north 75 degrees 02 minutes east, 841.71 feet to a stone in line of lands of Ernest Campbell; thence by the same, south 7 degrees 28 minutes east, 1534.8 feet to an iron pin in line of lands of Conrad Markle; thence by the same and along a barbed wire fence, south 84 degrees 32 minutes 32 seconds west, 875.1 feet to an iron pin in line of lands of Myron Edwards; thence by the same, north 5 degrees 49 minutes 17 seconds west, 1394.83 feet to the place of beginning. CONTAINING 28.712 acres. This description was prepared from draft of survey of Orangeville Surveying Consultants dated August 13, 1973.

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