

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 12TH day of NOVEMBER 1981, at 2:15

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 WAYNE L. and ESTHER R. MENSINGER, John Street, Mifflinville, Columbia County, Pennsylvania

for the price or sum of \$16,280.00 plus \$96.40 Poundage, plus \$162.80 Realty Transfer Tax and \$162.80 State Stamps -----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 COSTS:	
Sale Cost	81.25
Poundage	96.40
	177.65
Press-Enterprise, Inc.	187.60
Henrie Printing	30.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	(a) Search, Deed 14.00
	(b) Realty Transfer Tax 162.80
	(c) State Stamps 162.80
William H. Zeares, Tax Collector for Mifflin Twp. (1981 Co. & School Taxes)	154.77
First Eastern Bank, N.A. (Judgment Default, Interest, Atty. Fees)	\$15,799.38

FIRST EASTERN BANK, N.A.  
vs  
ROGER PAUL HARTMAN and LINDA  
JEAN HARTMAN  
NO. 1253 of 1981 J.D.  
NO. 65 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
13 NOVEMBER 1981 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

4901

November 23, 1981

60-593  
313

PAY  
TO THE  
ORDER OF

FIRST EASTERN BANK, N.A.

\$ 15,799.38

Fifteen Thousand, Seven Hundred Ninety-Nine and  $\frac{38}{100}$  DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Eastern Bank vs Hartman  
No. 65 of 1981 E.D.

⑆031305936⑆

57281000

05

Victor B. Vandling agy

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

4902

November 23, 1981

60-593  
313

PAY  
TO THE  
ORDER OF

FRANK C. BAKER, Esq.

\$ 500.00

Five Hundred and  $\frac{00}{100}$  DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR 1st Eastern Bank vs Hartman  
Refund Advance Cost Deposit  
No. 65 of 1981 E.D.

⑆031305936⑆

57281000

05

Victor B. Vandling agy

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 12TH day of NOVEMBER 1981, at 2:15

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 WAYNE L. and ESTHER R. MENSINGER, John Street, Mifflinville, Columbia County, Pennsylvania

for the price or sum of \$16,280.00 plus \$96.40 Poundage, plus \$162.80 Realty Transfer Tax and \$162.80 State Stamps -----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 COSTS:

Sale Cost 81.25  
Poundage 96.40

177.65

Press-Enterprise, Inc. 187.60

Henrie Printing 30.00

Prothonotary of Columbia County 13.00

Recorder of Deeds of Columbia County (a) Search, Deed 14.00  
(b) Realty Transfer Tax 162.80  
(c) State Stamps 162.80

William H. Zeares, Tax Collector for Mifflin Twp. (1981 Co. & School Taxes) 154.77

First Eastern Bank, N.A. (Judgment Default, Interest, Atty. Fees) \$15,799.38

FIRST EASTERN BANK, N.A.

vs

ROGER PAUL HARTMAN and LINDA  
JEAN HARTMAN

NO. 1253 of 1981 J.D.  
NO. 65 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
13 NOVEMBER 1981

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff



FIRST EASTERN BANK  
Wilkes-Barre, Pa.

23009759

60-58  
313

REMITTER Mortgage Consideration

DATE November 5, 1981

AMOUNT \$15,800.00

PAY TO THE

ORDER OF \*Wayne L. Mensinger and Esther R. Mensinger\*\*\*

FIRST EASTERN BANK  
NAT'L ASS'N 15800 AND 00 CTS

*W. A. Zed Smith*  
AUTHORIZED SIGNATURE

⑈009759⑈ ⑈031300562⑈ 23⑈27200⑈8⑈ 17

Bloomsburg Bank -

COLUMBIA TRUST CO.  
BLOOMSBURG, PA. 17815

188617

60-593  
313

DATE November 20, 1981

PAY TO THE ORDER OF Columbia County Sheriff

\$ 902.00

Re: Wayne Mensinger

⑈031300562⑈ 23⑈27200⑈8⑈

Treasurer's Check

*W. A. Zed Smith*  
AUTHORIZED SIGNATURE

*W. A. Zed Smith*  
AUTHORIZED SIGNATURE

⑈031305935⑈

88

# Know all Men by these Presents,

That I, **VICTOR B. VANDLING**, Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of **Sixteen Thousand Two Hundred Eighty and 00/100 (\$16,280.00)** plus **Ninety-Six and 40/100 (\$96.40)** poundage ----- dollars to me in hand paid, do hereby grant and convey to **Wayne L. and Esther R. Mensinger, John Street, Mifflinville, Columbia County, Pennsylvania**

**ALL THAT CERTAIN** piece and parcel of land situate in the Village of **Mifflinville, Mifflin Township, Columbia County, Pennsylvania**, bounded and described as follows:

**BEGINNING** at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North 71 degrees 34' East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south 18 degrees 26 feet East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South 71 degrees 34' West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North 18 degrees 26' West, 231 feet to an iron pin corner, the place of beginning, and **CONTAINING** 15,246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

**BEING** the same premises transferred and conveyed by Wayne L. Mensinger and Esther R. Mensinger, his wife, unto Roger P. Hartman and Linda J. Hartman, his wife, by a deed dated November 9, 1976, and recorded in the office for the recording of deeds in and for Columbia County in Deed Book 278, page 1079.



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)

Roger Paul Hartman & Linda Jean Hartman, by the SHERIFF of Columbia County

GRANTOR (S) ADDRESS ZIP CODE

Wayne L. & Esther R. Mensinger John Street, Mifflinville, Col. Co., Pa. 18631

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Village of Mifflinville Mifflin Township Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION NAME OF LOCAL GOVERNMENTAL UNIT COUNTY

FULL CONSIDERATION \$ 16,280.00 HIGHEST ASSESSED VALUE \$ 1340.00

FAIR MARKET VALUE \$ 4020.00 REALTY TRANSFER TAX PAID \$ 162.80

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

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Columbia County Courthouse - SHERIFF

SUCCESSFUL BIDDER Wayne L. & Esther R. Mensinger, John Street, Mifflinville, Pa. 18631

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1340.00
JUDGEMENT PLUS INTEREST	\$ 15,433.90		
BID PRICE		\$ 16,280.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 154.77	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 383.60	\$	
TOTAL	\$ 15,972.27	\$ 16,280.00	\$ 1340.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

DAY OF 19

NOTARY PUBLIC

MY COMMISSION EXPIRES 19

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

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

*Memorandum from the desk of*

**Sheriff Victor B. Vandling**

*To* FRANK BAKER, ESQ. *Date* 11/24/81

*Subject* PROCEEDS FROM SHERIFF'S SALE.

Two checks enclosed are self-explanatory. They are those we spoke of yesterday, Monday, 11/23/81, and are the amount listed on schedule of distribution.

1. FIRST EASTERN BANK - \$15,799.38 is for Judgment, Interest, etc. as filed (listed) via Writ of Execution.
2. Since property purchased by persons other than PLAINTIFF, bid included costs incurred, i. e., taxes and costs etc. Therefore your ADVANCE COST DEPOSIT OF \$500.00 is being returned to you.

Any questions contact the undersigned.

*Al Zale*

First Eastern Bank, N.A.

VS

Hartman, Roger + LindaTHURSDAY, November 12, 1981NO. 65 of 1981 ED2:15 PMWRIT OF EXECUTION:TOTAL

Judgement --- Principal

\$ 15,433.90

Insurance

Interest from \_\_\_\_\_ to \_\_\_\_\_

Real Estate Tax

Interest from \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

Total.....

\$ 15,433.90INITIAL PROTHONOTARY COSTS (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.0026.756.00

Total.....

\$ 57.75\$ 57.75ATTORNEY FEES

Total.....

\$ 15,491.65\$ 15,491.65SHERIFF'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)

10.7510.0015.005.005.0010.505.0020.00

Total.....

\$ 81.25\$ 81.25

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

93.8093.8030.00

Total.....

\$ 217.60\$ 217.60

Prothonotary - List of Liens

Deed

10.003.00

Total.....

\$ 13.00\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

14.00

Total.....

\$ 14.00\$ 14.00REAL ESTATE TAXES:

Borough/Township &amp; County Taxes, 1981

School Taxes, District Central, 1981

Parcel #1

Parcel #2

Parcel #3

Parcel #4

26.53128.24

Total.....

\$ 154.77\$ 154.77SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 19\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

BUYER: \_\_\_\_\_

BIB: \_\_\_\_\_

POUNDAGE: \_\_\_\_\_

DEED TO: \_\_\_\_\_

TOTALTaxes & Costs\$ 902.00902.00



# 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 12th day of November 1981, at 2:15 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 Wayne L. AND Esther R. Mensinger, John St., Mifflinville, Col. Co., Pa. for the price or sum of \$16,280.00 plus \$96.40 Poundage, plus \$162.80 Realty Transfer Tax AND \$162.80 State Stamps - - - - - Dollars 16,701.60 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 Costs:

Sale Cost	81.25
Poundage	96.40

177.65

187.60

Press - Enterprise, Inc.

30.00

Henrie Printing

13.00

Prothonotary of Columbia County

Recorder of Deeds of Col. County (a) Search, Deed) 14.00

(b) Realty Transfer Tax) 162.80

(c) State Stamps 162.80

William H. Zearres, Tax Collector for Mifflin Township

(1981 Col. Co. + School Dist. Taxes) 154.77

First Eastern Bank, N.A. (Plaintiff)

Sheriff's Office, Bloomsburg, Pa. }

So answers

Sheriff

Roger Hartman Sheriff Sale

\$93.80 - Morning Press  
93.80 - Berwick Enterprise

\$187.60 - Total Cost

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 65 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on November 12, 1981, at 2:15 p.m., all the right, title and interest of the Defendants, in and to:

All that certain piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:  
Beginning at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North 71 degrees 34 minutes East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south 18 degrees 26 minutes East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South 71 degrees 34 minutes West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of

..... J. Stephen Buckley ....., being duly sworn according to law dep  
that The Morning Press is a newspaper of general circulation with its principal c  
of business in the Town of Bloomsburg, County of Columbia and State of Pen  
was established on the 1st day of March, 1902, and has been published daily (e  
and Legal Holidays). continuously in said Town, County and State since the da  
lishment; that hereto attached is a copy of the legal notice or advertisement it  
titled proceeding which appeared in the issue of said newspaper on.....  
October 21, 28, November 4, 1981... exactly as printed and publ  
affiant is one of the owners and publishers of said newspaper in which legal a  
notice was published; that neither the affiant nor The Morning Press are intere  
ject matter of said notice and advertisement, and that all of the allegations in  
statement as to time, place, and character of publication are true.

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

4849

PAY  
TO THE  
ORDER OF

Press - Enterprise, Inc.

Nov. 9, 1981

60-593  
313

One Hundred Eighty-seven and  $\frac{60}{100}$

\$ 187.60

DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

For 1st Eastern Bank vs Hartman  
#65 of 81 E.D.

031305936

Victor B Vandling  
572 810 00 05

fidavit have been paid all taxes.

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

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA }

SS:

.....J...Stephen Buckley....., being duly sworn according to law deposes and says that The Morning Press is a newspaper of general circulation with its principal office and place of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on.....  
...October 21, 28, November 4, 1981...exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 5th day of Nov 1981.

*Matthew J. Creme*  
(Notary Public)

My Commission Expires  
MATTHEW J. CREME, Notary Public  
BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1985  
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 affidavit have been paid in full.

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

... J<sup>r</sup>. Stephen Buckley . . . . ., being duly sworn according to law deposes and says that Berwick Enterprise is a newspaper of general circulation with its principal office and place of business in the Town of Berwick, County of Columbia and State of Pennsylvania, and was established on the 6th day of April, 1903, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . . . . .  
October 21, 28, November 4, . . . . ., 1981. . . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Berwick Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 5th day of Nov 1981.  
*Matthew J. Creme*  
(Notary Public)

My Commission Expires  
MATTHEW J. CREME, NOTARY PUBLIC  
BLOOMSBURG COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1985  
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 affidavit have been paid in full.

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	DATE	BILL NO.
County R.E.	1340	18					
<b>PAY THIS AMOUNT</b> THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.				<b>APR 30</b> IF PAID BEFORE	<b>JUN 30</b> IF PAID BEFORE	<b>JULY 1</b> IF PAID AFTER	
PENALTY A PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 5% ACCT NO. 30581 PARCEL 23-058-16-1 L-66V231 - 100							

THIS TAX RETURNED TO COURT HOUSE JANUARY 22, 1982

FOR CENTRAL COLUMBIA SCHOOL DISTRICT

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	DATE	BILL NO.
School R.E.	1340	87					
<b>PAY THIS AMOUNT</b> THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.				<b>AUG 31</b> IF PAID BEFORE	<b>OCT 31</b> IF PAID BEFORE	<b>NOV 1</b> IF PAID AFTER	
PENALTY A PROPERTY DESCRIPTION SCHOOL 5% ACCT NO. 30581 PARCEL 23-058-16-1 L-66V231 - 100 Trailer 1340							

THIS TAX RETURNED TO COURT HOUSE JANUARY 23, 1981

**TAX NOTICE**  
 MIFFLIN TWP  
 MAKE CHECKS PAYABLE TO:

WILLIAM H. ZEARES  
 BOX 206 RACE ST.  
 MIFFLINVILLE, PA. 18631

HOURS TUES & THUR 1 TO 9 PM  
 AFTER SEPT 1, WHEN HOME  
 OR BY APPOINTMENT  
 PHONE 752-2589

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

W A I L  
 Hartman Roger P & Linda J.  
 Mifflinville Pa 18631

**TAX NOTICE**  
 MIFFLIN TWP  
 MAKE CHECKS PAYABLE TO:

WILLIAM H. ZEARES  
 BOX 206 RACE ST.  
 MIFFLINVILLE, PA. 18631

HOURS TUES & THUR 1 TO 9 PM  
 AFTER SEPT 1, WHEN HOME  
 OR BY APPOINTMENT  
 PHONE 752-2589

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

W A I L  
 Hartman Roger P & Linda J.  
 Mifflinville, Pa 18631

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

land situate in the Village of Mifflinville, Mifflin

Township, Columbia County, Pennsylvania, bounded the easterly line of other land of said Mensinger.

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

4898

60-593  
 313

November 23 1981

PAY TO THE ORDER OF William H. Zeares, Tax Collector \$ 154.77  
One Hundred and Fifty-four and 77/100 DOLLARS



Bloomshurg Bank-COLUMBIA TRUST CO.  
 Bloomshurg, Pa.

FOR 1st Eastern Bank vs Hartman

Victor B. Vandling agt

No. 65 of 1981 E.D.  
 1981 Co. + School Taxes

031305936

57281000

05

Writ of Execution--(Mortgage Foreclosure) P.R.C.P. 3180 to 3183 and Rule 3257

FIRST EASTERN BANK, N.A., -----  vs.  ROGER PAUL HARTMAN AND ----- LINDA JEAN HARTMAN, -----	} IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA  Original Docket No. 1253 Term 1981 Judgment Docket No. 1253 Term 1981 Execution Docket No. 61 Term 1981  Writ of Execution (Mortgage Foreclosure)
--	--

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County:

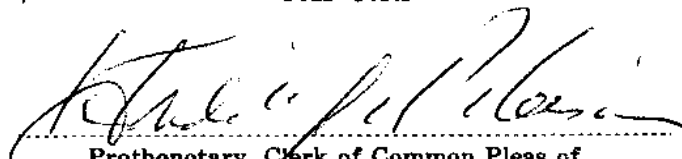
"To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (Specifically describe property below):  
See "Exhibit A" which is attached hereto and made a part hereof.

Amount due	\$ 15,433.90
Interest from August 20, 1981	\$
Total	\$ Plus Costs

as endorsed.

Dated September 15, 1981

[SEAL]

  
Prothonotary, Clerk of Common Pleas of  
County, Pennsylvania

By \_\_\_\_\_  
(Deputy)

ALL THAT CERTAIN piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North  $71^{\circ} 34'$  East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south  $18^{\circ} 26'$  East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South  $71^{\circ} 34'$  West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North  $18^{\circ} 26'$  West, 231 feet to an iron pin corner, the place of beginning, and CONTAINING 15,246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

BEING the same premises transferred and conveyed by Wayne L. Mensinger and Esther R. Mensinger, his wife, unto Roger P. Hartman and Linda J. Hartman, his wife, by a deed dated November 9, 1976, and recorded in the office for the recording of deeds in and for Columbia County in Deed Book 278, page 1079.

FIRST EASTERN BANK, N.A., : IN THE COURT OF COMMON PLEAS  
Plaintiff, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PENNA.  
 :  
VS. : CIVIL ACTION - LAW  
ROGER PAUL HARTMAN AND :  
LINDA JEAN HARTMAN, : NO. 1253 OF 19 81  
 :  
Defendant(s). : MORTGAGE FORECLOSURE

NOTICE OF SHERIFF SALE OF REAL ESTATE


TO: Mr. Roger Paul Hartman Ms. Linda Jean Hartman  
R. D. #5 East Fourth Street  
Bloomsburg, PA 17815 Mifflinville, PA 18631

Defendant(s) herein and owner(s) of the real estate hereinafter described:

Notice is hereby given that in accordance with the Pennsylvania Rules of Civil Procedure that by virtue of Writ of Execution No. 65 of 1981, 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 vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Courthouse, in the Town of Bloomsburg, Columbia County, Pennsylvania, on NOVEMBER 12, 1981, at 2:15 P.M., of said day, all the right, title and interest of the Defendant(s) in and to the premises described at "Exhibit A", which is attached hereto and made a part hereof.

Notice is given to all claimants and parties in interest that the Sheriff will, on NOVEMBER 13, 1981, 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 First Eastern Bank, N.A. against Roger Paul Hartman and Linda Jean Hartman, and will be sold by Victor B. Vandling, Sheriff of Columbia County.

  
Frank C. Baker  
149 E. Main St.  
Bloomsburg, PA 17815  
Telephone: (717) 387-0557



ALL THAT CERTAIN piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North 71° 34' East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south 18° 26' East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South 71° 34' West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North 18° 26' West, 231 feet to an iron pin corner, the place of beginning, and CONTAINING 15,246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

BEING the same premises transferred and conveyed by Wayne L. Mensinger and Esther R. Mensinger, his wife, unto Roger P. Hartman and Linda J. Hartman, his wife, by a deed dated November 9, 1976, and recorded in the office for the recording of deeds in and for Columbia County in Deed Book 278, page 1079.

FIRST EASTERN BANK, N.A. : IN THE COURT OF COMMON PLEAS  
Plaintiff, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PENNA.  
 :  
VS. : CIVIL ACTION - LAW  
 :  
ROGER PAUL HARTMAN AND : NO. 1253 OF 1981  
LINDA JEAN HARTMAN, :  
Defendant(s). : MORTGAGE FORECLOSURE


AFFIDAVIT OF RESIDENCE

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF COLUMBIA :

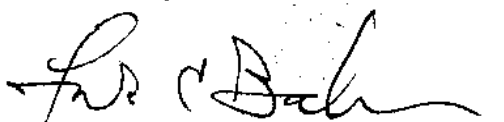
William Slusser , being duly sworn according to law,  
deposes and says that he is duly authorized to act on behalf of  
the Plaintiff in the above-captioned action and that, to the best  
of his knowledge, information and belief, the names and last  
known addresses of the owners or reputed owners of the premises  
levied upon and the Defendant(s) herein is as follows:

Roger Paul Hartman: R. D. #5  
Bloomsburg, PA 17815

Linda Jean Hartman: East Fourth Street  
Mifflinville, PA 18631

  
WILLIAM SLUSSER

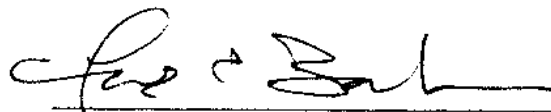
Sworn to and subscribed  
before me this 14<sup>th</sup> day  
of Sept., 1981.

  
Notary Public  
FRANK C. BAKER, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires Jan. 24, 1983

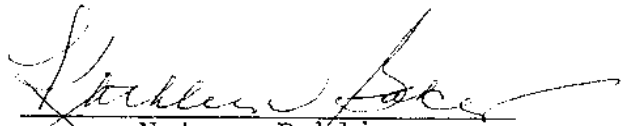
FIRST EASTERN BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff(s),	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	
VS.	:	CIVIL ACTION - LAW
	:	
ROGER PAUL HARTMAN AND LINDA	:	NO. 1253 OF 19 81
JEAN HARTMAN,	:	MORTGAGE FORECLOSURE
	:	
Defendant(s).	:	

AFFIDAVIT OF NON MILITARY SERVICE

FRANK C. BAKER , being duly sworn according to law deposes and says that he did, upon request of the above named Plaintiff(s), investigate the status of the above named Defendant(s) with regard to the Soldiers' and Sailors' Civil Relief Act of 1940 and that he made such investigation personally and that to the best of his knowledge, information and belief, the above named Defendant (s) is/are not now, nor was/were he/she/they, within a period of three (3) months last, in the military or naval services of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940.

  
 FRANK C. BAKER

Sworn to and subscribed  
 before me this 15th day  
 of September , 1981.

  
 Notary Public

**KATHLEEN BAKER, NOTARY PUBLIC**  
**BLOOMSBURG, COLUMBIA COUNTY**  
**MY COMMISSION EXPIRES JULY 6, 1986**  
**Member, Pennsylvania Association of Notaries**

FIRST EASTERN BANK, N. A.,

PLAINTIFF

No. 1253 Term 19 81

V.S.

ROGER PAUL HARTMAN AND

LINDA JEAN HARTMAN,

DEFENDANTS

To: VICTOR VANDLING, Sheriff  
real

Seize, levy, advertise and sell all the ~~personal~~ property of the defendant on the premises located at

the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania

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
------	-------	--------------	---------------	----------------

which vehicle may be located at

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

Frank C. Baker Attorney for Plaintiff

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

12TH day of NOVEMBER 1981, at 2:15 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 WAYNE L. and ESTHER R.

MENSINGER, John Street, Mifflinville, Columbia County, Pennsylvania

for the price or sum of \$16,280.00 plus \$96.40 Poundage, plus \$162.80 Realty Transfer Tax and \$162.80 State Stamps ----- 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 COSTS:	
Sale Cost	81.25
Poundage	96.40
	177.65
Press-Enterprise, Inc.	187.60
Henrie Printing	30.00
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	(a) Search, Deed 14.00
	(b) Realty Transfer Tax 162.80
	(c) State Stamps 162.80
William H. Zeares, Tax Collector for Mifflin Twp. (1981 Co. & School Taxes)	154.77
First Eastern Bank, N.A. (Judgment Default, Interest, Atty. Fees)	\$15,799.38

FIRST EASTERN BANK, N.A.  
vs  
ROGER PAUL HARTMAN and LINDA  
JEAN HARTMAN  
NO. 1253 of 1981 J.D.  
NO. 65 of 1981 E.D.

Sheriff's Office, Bloomsburg, Pa. } So answers  
13 NOVEMBER 1981 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

LIST OF LIENS

VERSUS

ROGER PAUL HARTMAN AND LINDA JEAN HARTMAN

Court of Common Pleas of Columbia County, Pennsylvania.

First Eastern Bank, NA	{	No. 1284 of Term, 19 77
		Real Debt   \$ 5545.44
		Interest from 8-5-77
versus		Commission
		Costs
Roger P. & Linda J. Hartman		Judgment entered 8-9-77
		Date of Lien 8-5-77
	Nature of Lien Note	

Sears, Roebuck & Co.	{	No. 1390 of Term, 19 77
		Real Debt   \$ 1047.44
		Interest from 8-18-77
versus		Commission
		Costs
Roger P. & Linda J. Hartman		Judgment entered 8-23-77
		Date of Lien 8-18-77
	Nature of Lien Note	

The Merchants Nat'l. Bank of	{	No. 985 of Term, 19 80
		Real Debt   \$ 1636.43
Danville		Interest from 6-19-80
versus		Commission
		Costs
Roger P. & Linda J. Hartman		Judgment entered 6-19-80
		Date of Lien 6-19-80
	Nature of Lien Transcript of Judgment	

Commonwealth of Penna.	{	No. 332 of Term, 19 81
		Real Debt   \$ 5,000.00
Dept. of Public Welfare		Interest from
versus		Commission
		Costs
Linda J. Hartman		Judgment entered 3-13-81
		Date of Lien
	Nature of Lien Reimbursement of Agreement	

First Eastern Bank, NA	{	No. 1253 of Term, 19 81
		Real Debt   \$ 15,433.90
		Interest from 9-15-81
versus		Commission
		Costs
Roger Paul & Linda Jean Hartman		Judgment entered 9-15-81
		Date of Lien 9-15-81
	Nature of Lien Default Judgment	

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank X. Beckman~~ 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

Roger Paul Hartman and Linda Jean Hartman, his wife,

and find as follows:

See Photostatic copies attached.

Fee \$5.00.....

In testimony whereof I have set my hand and  
seal of office this 9th day of November  
A.D., 19 81.

*Beverly J. Michael* RECORDER

# This Indenture

Made the 15<sup>TH</sup> day of November, 1976, in the year of our Lord one thousand nine hundred and seventy-six (1976).

Between ROGER P. HARTMAN and LINDA J. HARTMAN, his wife, of Mifflinville, Mifflin Township, Columbia County, Pennsylvania,

(hereinafter called the *MortgagorS*), of the first part, and  
THE FIRST EASTERN BANK, N.A., Bloomsburg Office, East End Branch,  
U. S. Route 11, Bloomsburg, Columbia County, Pennsylvania,

(hereinafter called the *Mortgagee*), of the second part:

Whereas, the said mortgagorS and by a certain Obligation or Writing obligatory under their hands and seal duly executed, bearing even date herewith, stand bound unto the said mortgagee in the sum of Twenty-nine Thousand Two Hundred (\$29,200.00) Dollars----- lawful money of the United States of America, conditioned for the payment of the just sum of FOURTEEN THOUSAND SIX HUNDRED (\$14,600.00) DOLLARS, lawful money as aforesaid, payable within twenty (20) years from the date hereof, together with interest on all unpaid balances of principal at the rate of eight and three-quarters (8-3/4%) per cent per annum, the said principal and interest shall be paid in monthly installments of One Hundred Twenty-Nine and 03/100 (\$129.03) Dollars each; the first such monthly payment to be made on the 10<sup>TH</sup> day of DECEMBER, 1976, and on the 10<sup>TH</sup> day of each and every month thereafter until the entire indebtedness has been paid; said monthly payments shall be applied first to the said interest and then in reduction of the said principal.

The undersigned shall pay to the holder hereof a late charge of two (2%) per cent of any monthly installment not received by the holder within fifteen (15) days after the installment is due.

without any fraud or further delay; and for the production to the Mortgagee, its Successors, or Assigns, on or before the first day of each and every year, of receipts for all taxes, municipal assessments or charges of the current year assessed upon the mortgaged premises; and also, from time to time, and at all times, until payment of said principal sum, for the keeping of the building herein mentioned insured against loss or damage by fire for the benefit of the Mortgagee in the sum of \$14,600.00.

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of principal or interest as aforesaid for the space of thirty (30) days after any payment thereof shall fall due, or in such production to the said Mortgagee, its Successors, or Assigns, on or before the first day of each and every year, of such receipts for such taxes, municipal assessments or charges, for the current year upon the premises mortgaged, or in the maintenance, of such insurance, then and in such case the whole principal debt aforesaid shall, at the option of the said Mortgagee, its Successors, or Assigns, become due and payable immediately; and payment of said principal sum and all interest thereon, may be enforced and recovered at once, anything therein contained to the contrary thereof notwithstanding:

And Provided further, however, and it is thereby expressly agreed, that if at any time thereafter, by reason of any default in payment, either of said principal sum at maturity, or of said interest, or in production of said receipts for taxes, municipal assessments or charges within the time specified, or in the maintenance of such insurance, a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a mortgage foreclosure proceeding is properly instituted upon this Indenture of Mortgage, an attorney's commission for collection, viz.: 10 per cent., shall be payable, and shall be recovered in addition to all principal and interest then due, besides costs of suit, and all expenses of effecting such insurance, as in and by the said recited Obligation and the Condition thereof, relation being thereunto had, may more fully and at large appear.



**Now this Indenture Witnesseth,** That the said Mortgagors, as well for and in consideration of the aforesaid debt or principal sum of \$14,600.00,

and for better securing the payment of the same, with interest, unto the said Mortgagee, its Successors and Assigns, in discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar unto the said Mortgagors, in hand well and truly paid by the said Mortgagee, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, they have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents they do grant, bargain, sell, alien, enfeoff, release and confirm unto the said Mortgagee, its Successors and Assigns.

ALL THAT CERTAIN piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North 71° 34' East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south 18° 26' East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South 71° 34' West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North 18° 26' West, 231 feet to an iron pin corner, the place of beginning, and CONTAINING 15.246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

Together with all and singular the Buildings and Improvements, Streets, Lanes, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in anywise appertaining and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Mortgagee, its Successors and Assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and Assigns forever.

And the said Mortgagors and Mortgagee do hereby covenant and agree that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns shall neglect or refuse to keep in force the aforesaid insurance, or pay all taxes, the said Mortgagee, its Successors or Assigns, shall have the privilege, right or option to insure the said buildings in the sum sufficient to secure payment of the said principal debt in case of fire, and to pay said taxes, and all costs and expenses of effecting such insurance or taxes, shall be added to and become a part of the principal debt in a suit upon this mortgage.

Provided, always nevertheless, that if said Mortgagors, their Heirs, Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid, unto the said Mortgagee, its Successors or Assigns, the aforesaid debt or principal sum of \$14,600.00 on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, and shall produce to the said Mortgagee, its Successors or Assigns, on or before the first day of of each and every year, receipts for all taxes, and municipal assessments or charges of the current year assessed upon the mortgaged premises, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep up the said insurance, that then, and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said recited obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.

Provided, also that it shall and may be lawful for the said Mortgagee, its Successors, or Assigns, when and as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made for the space of thirty (30) days in the payment of interest on the said principal sum after any payment thereof shall fall due, or in case there shall be default in the production to the said Mortgagee, its Successors or Assigns, on or before the first day of of each and every year, of such receipts for taxes, municipal assessments or charges of the current year assessed upon the mortgaged premises, or in the maintenance of the insurance as aforesaid, to institute an action of mortgage foreclosure upon this Indenture of Mortgage, and to proceed thereon to judgment and execution for the recovery of the whole of said principal debt and all interest due thereon, together with an attorney's commission for collection, viz.: 10 per cent, besides costs of suit, and all expenses of effecting such insurance, without further stay, any law, usage or custom to the contrary notwithstanding.

And the said Mortgagors, for themselves, their Heirs, Executors, Administrators and Assigns, hereby waive the right of inquisition on any real estate that may be levied upon under a judgment obtained by virtue thereof, and voluntarily condemn the same and authorize the entry of such condemnation upon the writ of Execution and agree that the said real estate may be sold under the same, and also waive and relinquish all benefit of any and every law now in force, or which may be enacted hereafter to exempt from levy and sale on execution the said mortgaged premises or any other property whatsoever, or any part of the proceeds arising from the sale thereof.

In Witness Whereof, the said Mortgagors to these presents have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Walter J. Cleary

Roger P. Hartman  
Roger P. Hartman

Linda J. Hartman  
Linda J. Hartman

Commonwealth of Pennsylvania

County of COLUMBIA

ss.

On this the 15th day of November Anno Domini 1976, before me,  
a Notary Public, the undersigned officer,

personally appeared the above named Roger P. Hartman and Linda J. Hartman,

and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their  
act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid

*Patricia Mohr*

Notary Public for the State of Pennsylvania  
My Commission Expires July 15, 1978



I Hereby Certify that the precise residence of the Mortgagor and person entitled to  
interest on this Mortgage is U. S. Route 11, Bloomsburg, Pennsylvania 17815.

*Cleveland C. Hummel*

Attorney for Mortgagors

Mortgage  
RECORDED  
COLUMBIA CO., PA.  
NOV 16 2 52 PM '76  
FEE 6.50

ROGER P. HARTMAN and LINDA J.  
HARTMAN, HIS WIFE,  
MORTGAGORS,

TO

THE FIRST EASTERN BANK, N.A.,  
MORTGAGEE.

Dated, November 15, 1976

LAW OFFICES  
HUMMEL, JAMES & NIHALIK  
29 EAST MAIN STREET  
BLOOMSBURG, PENNSYLVANIA  
17815

LAW OFFICES  
CLEVELAND C. HUMMEL  
29 EAST MAIN STREET  
BLOOMSBURG, PENNSYLVANIA

Commonwealth of Pennsylvania

County of Columbia

ss.

2:52 p.m.

Recorded in the Office for Recording of Deeds in and for

in Mortgage Book No. 181

page 678 Etc.

Witness my hand and seal of Office this 16th

day of November Anno Domini 1976

BOOK 181 PAGE 681

*Mervin T. Bauer*

Recorder

# MORTGAGE

MORTGAGEE:  
AVCO FINANCIAL SERVICES

Consumer Discount Company One

MORTGAGOR(S):		ACCOUNT NUMBER	File #
LAST NAME FIRST INITIAL		BORROWER'S NAME	
Hartman, Roger P		Linda J	

West Hazleton, PA 18201  
West Hazleton PENNSYLVANIA

WITNESSETH, that Mortgagor(s), does mortgage, grant and convey to Mortgagee, its successors or assigns the following described Real Estate in the county of Columbia, State of Pennsylvania, to wit:

All that a certain piece or parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened in the line of other land of Wayne L Mensinger and his wife, and thence running along the southerly line of said Fourth Street, extended and now opened north 71 degrees 34 minutes east 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger, thence along the westerly line of other land of said Mensinger south 18 degrees 26 minutes east 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened south 71 degrees 34 minutes west 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the line of other land of said Mensinger, north 18 degrees 26 minutes west 231 feet to an iron pin corner, the place of ~~beginning~~ beginning, and CONTAINING 15,246 square feet of land according to a survey and draft made by Barry Lee Fairchild, R.S.

BEGIN a part of the ~~same~~ same premises which Robert James Dixon and Miriam B Dixon his wife, by deed dated March 11, 1957 and recorded in Columbia County Deed Book 185 at page 171, granted and conveyed unto Wayne L Mensinger and Esther R. Mensinger his wife, grantors herein.

REC'D BY RECORDER  
COLUMBIA CO. PA  
TAX - \$0.50 FEE - \$6.50  
JUN 13 10 56 AM '79

together with all buildings and improvements now or hereafter erected thereon the appurtenances thereunto belonging and the rents, issue and profits thereof. TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of any Homestead Exemption Laws of the State of Pennsylvania as now or hereafter enacted, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in accordance with the terms and provisions of a Loan Agreement/Promissory Note (hereinafter referred to as "Loan Agreement") dated June 23, 1978

Mortgagee, in the principal sum of \$ 27,320.00, and having the date of its final payment due on June 23, 1983, herewith executed by Mortgagor, or any one of them, and payable to the order of or as extended, deferred or rescheduled by renewal or refinancing; (3) Payment of any additional advances, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagor in a maximum of \$ 24,000.00 provided, this provision does not constitute a commitment to make future advances; (4) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage; (5) Any renewal, refinancing or extension of said Loan Agreement, or any other agreement to pay which may be substituted therefor.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:  
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.  
SECOND: To the payment of interest due on said loan.  
THIRD: To the payment of principal.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against loss by fire and other hazards, casualty and contingencies up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as Mortgagee may from time to time approve, and that loss proceeds (less expense of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagee will give immediate notice by mail to the Mortgagor, who 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 the Mortgagee instead of to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, and to deliver to Mortgagee, upon request of the Mortgagee, the official receipt showing payment of all such taxes and assessments. (3) In the event of default by Mortgagor under Paragraphs 1 or 2 above, Mortgagee, at its option, may (a) place and keep such insurance above provided for in force throughout the life of this Mortgage and pay the reasonable premiums and charges therefor, (b) pay all said taxes and assessments without determining the validity thereof, and (c) Pay such liens and all such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) Not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to law. (5) If a signer of the Loan Agreement, that he will pay, promptly the indebtedness secured hereby, and perform all other obligations in full compliance with the terms of said Loan Agreement and this Mortgage; (6) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or the priority of this Mortgage.

IT IS MUTUALLY AGREED THAT: (1) If the said Mortgagor shall fail or neglect to pay installments on said Loan Agreement or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor, or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor or any one of them to the Mortgagee under this Mortgage or under the Loan Agreement secured hereby shall immediately become due and payable at the option of the Mortgagee. In such event the Mortgagee shall have the right immediately to foreclose this mortgage by complaint for that purpose, and such complaint may be prosecuted to judgment and execution and sale for the collection of the whole amount of the indebtedness and interest thereon, including reasonable attorney's fees, any amounts advanced pursuant to this mortgage, costs of suit, and costs of sale, if permitted by law.

(2) Whenever, by the terms of this instrument or of said Loan Agreement, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payments of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(3) By accepting payment of any sum accrued hereby after its due date, mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. If Mortgagor shall pay said Loan Agreement at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void.

(4) Except as otherwise provided herein, all Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this Mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto respectively. Any reference in this Mortgage of the singular shall be construed as plural where appropriate.

(5) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(6) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf, and for his sole and separate use and benefits and that he has not executed the same as surety for another, but that he is the Borrower hereunder.

IN WITNESS WHEREOF, this Mortgage has been duly executed this date June 26<sup>th</sup> 1979.

Signed, sealed and delivered in the presence of:

Christine Agnello  
Witness

Joseph P. Altamirano  
Witness

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF LUZERNE

On this, the 26<sup>th</sup> day of June, A.D.

1979, before me A. NOTARY PUBLIC

the undersigned officer personally appeared Roger P. Hartman

known to me (or satisfactorily proven) to be the person(s) S whose

name(s) S 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.

My Commission Expires June 1, 1981

[Signature] (Title of Officer)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia 10:56 a.m. {ss.

Recorded on this 13th day of July, A.D. 1979 in the Recorder's Office of the said County, in Mortgage Book, Vol. 196, page 89

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

Marvin G. Bower

Recorder

To  
Roger P Hartman Linda J Hartman  
East Fourth Street  
Hartsville, PA 18631

From  
Avco Financial Services  
Consumer Discount Company One  
6 West Broad Street  
West Hazleton, PA 18201

Fee \$

Recorded Number  
**Mortgage**  
198



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

October 16, 1981

A. J. ZALE, Chief Deputy

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

FIRST EASTERN BANK, N.A.,

VS.

ROGER PAUL HARTMAN and  
LINDA JEAN HARTMAN

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 65 of 1981 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On October 15, 1981 at 3:45 P.M.

\_\_\_\_\_, posted a copy of the SHERIFF'S  
SALE bill on the property of Roger Paul Hartman and Linda Jean Hartman,  
Village of Mifflinville, Mifflin 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  
16th day of October 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

September 24, 1981

First Eastern Bank, N.A.

VS

Roger Paul Hartman and  
Linda Jean Hartman

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 65 of 1981 E.D.  
WRIT OF EXECUTION

SERVICE ON LINDA JEAN HARTMAN

On September 23, 1981 at 10:45 A.M., a true and  
attested copy of the within Writ of Execution and a true copy of the Notice  
of Sheriff's Sale of Real Estate was served on the defendant, Linda Jean  
Hartman at E. 4th St., Mifflinville, 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 24th day of September  
1981.

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

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

A. J. ZALE, Chief Deputy

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

September 24, 1981

First Eastern Bank, N.A.

vs

Roger Paul Hartman and  
Linda Jean Hartman

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 65 of 1981 E.D.  
WRIT OF EXECUTION

SERVICE ON ROGER P. HARTMAN

On September 23, 1981 at 4:05 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, Roger P.  
Hartman at R.D. 5, 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 24th day of September  
1981.

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



SHERIFF'S SALE

BY VIRTUE of a Writ of Execution No. 65 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to Public Sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on NOVEMBER 12, 1981 at 2:15 P.M., all the right, title and interest of the Defendants, in and to:

ALL THAT CERTAIN piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North 71°34' East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south 18°26' East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South 71°34' West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North 18°26' West, 231 feet to an iron pin corner, the place of beginning, and containing 15,246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

BEING the same premises transferred and conveyed by Wayne L. Mensinger and Esther R. Mensinger, his wife, unto Roger P. Hartman and Linda J. Hartman, his wife, by a deed dated November 9, 1976, and recorded in the office for the recording of deeds in and for Columbia County in Deed Book 278, page 1079.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on NOVEMBER 13, 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 First Eastern Bank, N.A. Vs. Roger Paul Hartman and Linda Jean Hartman. SAID PREMISES WILL BE SOLD BY:

VICTOR VANDLING  
SHERIFF OF COLUMBIA COUNTY

FRANK C. BAKER, ATTORNEY

9/24/81  
Copies to:

HENRIE PRINTING.

P-E, Legal Ads, Wed., Oct 21, 28 & Nov 4, 1981. Affidavits.  
William H. Zeares, Race St., Mifflinville - Tax Collector.

SHERIFF'S SALE

BY VIRTUE of a Writ of Execution No. 65 of 1981, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to Public Sale, by vendue or outcry to the highest and best bidder for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on NOVEMBER 12, 1981 at 2:15 P.M., all the right, title and interest of the Defendants, in and to:

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SEIZED AND TAKEN into execution at the suit of First Eastern Bank, N.A. Vs. Roger Paul Hartman and Linda Jean Hartman. SAID PREMISES WILL BE SOLD BY:

VICTOR VANDLING  
SHERIFF OF COLUMBIA COUNTY

FRANK C. BAKER, ATTORNEY

Writ of Execution--(Mortgage Foreclosure) P.R.C.P. 3180 to 3183 and Rule 3257

FIRST EASTERN BANK, N.A.,

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

vs.

Original Docket No. 1253 Term 1981

Judgment Docket No. 1253 Term 1981

ROGER PAUL HARTMAN AND

Execution Docket No. 61 Term 1981

LINDA JEAN HARTMAN,

Writ of Execution  
(Mortgage Foreclosure)

Commonwealth of Pennsylvania, County of Columbia

To the Sheriff of Columbia County:

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

See "Exhibit A" which is attached hereto and made a part hereof.

Amount due \$ 15,433.90

Interest from August 20, 1981 \$

Total \$ Plus Costs

as endorsed.

Dated September 15, 1981

Prothonotary, Clerk of Common Pleas of

[SEAL]

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

VICTOR B. VANDLING

Sheriff

(Deputy)

ALL THAT CERTAIN piece and parcel of land situate in the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner set in the southerly line of Fourth Street extended and now opened and in line of other land of Wayne L. Mensinger and wife, and thence running along the southerly line of said Fourth Street extended and now opened, North  $71^{\circ} 34'$  East, 66 feet to an iron pin corner set in the westerly line of other land of said Mensinger; thence along the westerly line of other land of said Mensinger, south  $18^{\circ} 26'$  East, 231 feet to an iron pin corner set in the northerly line of Fifth Street extended and now unopened; thence along the northerly line of said Fifth Street extended and now unopened South  $71^{\circ} 34'$  West, 66 feet to an iron pin corner set in the easterly line of other land of said Mensinger; thence along the easterly line of other land of said Mensinger, North  $18^{\circ} 26'$  West, 231 feet to an iron pin corner, the place of beginning, and CONTAINING 15,246 square feet of land, according to a survey and draft made by Barry Lee Fairchild, R. S.

BEING the same premises transferred and conveyed by Wayne L. Mensinger and Esther R. Mensinger, his wife, unto Roger P. Hartman and Linda J. Hartman, his wife, by a deed dated November 9, 1976, and recorded in the office for the recording of deeds in and for Columbia County in Deed Book 278, page 1079.

FIRST EASTERN BANK, N. A.,

PLAINTIFF

No. 1253 Term 19 81

V.S.

ROGER PAUL HARTMAN AND

LINDA JEAN HARTMAN,

DEFENDANTS

To: VICTOR VANDLING, Sheriff

real

Seize, levy, advertise and sell all the ~~personal~~ property of the defendant on the premises located at  
the Village of Mifflinville, Mifflin Township, Columbia County, Pennsylvania

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

which vehicle may be located at

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

Frank C. Baker Attorney for Plaintiff