

At Your file copy Jan 4/5/85

ROSEMARY LAUBACH, NOW  
ROSEMARY O'HANLEY,  
Plaintiffs

vs.

MARTIN LAUBACH  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT OF  
: PENNSYLVANIA, COLUMBIA COUNTY BRANCH  
:  
: No. 386 of 1980  
:  
: JUDGMENT EXECUTION  
: 62 of 1982

SHERIFF'S OFFICE BRIEF IN SUPPORT OF SALE AND PROPOSED DISTRIBUTION

FACTS:

On June 2, 1983, The Sheriff of Columbia County exposed for sale a parcel of real estate situate at R.D. #2 Benton, Sugarloaf Township, County of Columbia. The property was purchased by Rosemary O'Hanley with a bid of \$9,823.94 plus \$64.12 poundage and \$196.48 transfer stamp cost.

The status of the record at the time of sale and the proposed listing of lien priorities was as follows:

- (a). Mortgage in favor of Columbia County Farmers National Bank, dated June 14, 1982, recorded June 28, 1982. \$9,163.70
- (b). Judgment dated 4-6-81 No. 490 of 1981, Agway Petroleum Corporation. \$220.52
- (c). No. 386 of 1980 Judgment in favor of Rosemary O'Hanley VS. Martin Laubach, entered July 8, 1980. 5,471.93
- (d). No. 146 of 1982, Jack Laubach VS. Martin Laubach, Mechanics Lien entered 11-23-82 4,482.75

The work performed by Jack Laubach consisted of repairs and alterations by virtue of an oral contract with Mr. Laubach, as was described in the Mechanics Lien Claim entered November 23, 1982, consisting of replacement of roof, extension of the chimneys and installation of a furnace, with the first work done and material provided on August 5, 1982, completed September 30, 1982.

the mortgage is or shall be prior to all other liens upon the same property, is not applicable in this case as the facts in this sale are almost identical to the case of Dauphin Deposit Bank & Trust Co. VS. Howard O. Stouffer Inc. 426 A2d. 1164, 285, Pa. Super 106, 1981, where the courts held that sale upon Writ of Execution resulted in the divesture and discharge of a prior recorded mortgage where it was announced at the sale that Sheriff's Sale upon Writ of Execution by Junior Lien Holder would divest and discharge the prior recorded mortgage and present at the time of announcement was the Junior Lien Holder, Execution Creditor and Attorney Mortgage Lien Creditor representative and Mechanics Lien Creditor with Counsel, who made no objections.

The announcement made prior to this sale was precisely of the same character made only after obtaining the exact amount needed to satisfy the outstanding mortgage, after execution creditor had made arrangements with the lien holder to finance new purchaser.

This announcement was made in the presence of Execution Creditor, her attorney, Officer of the Mortgage Lien Creditor, and the holder of the Mechanic's Lien and it was made without objections.

The fact that Mortgage Lien Creditor was or was not represented at the time of the sale is not material to this issue, as the testimony on the objections of Mechanic's Lien Holder establishes that all parties, the Sheriff of Columbia County, the Execution Creditor, the Mortgage Lien Holder, and the holder of Mechanic's Lien, knew that a judicial sale of the property for \$9,823.94 satisfied in full the mortgage indebtedness (balance of \$9,163.79) and other cost enumerated and that mortgage lien of Columbia County Farmers National Bank would be divested and discharged upon the payment of this sum to the mortgage lien holder.

Even if it could be argued that 49 P.S. 1502(a) is applicable, the earliest priority this Mechanic's Lien Claim could have would be August 5, 1982, and as such it would still be fourth in the list of priorities as set forth on the schedule of <sup>distribution</sup>~~distribution~~ and would not be entitled to any part of the proceeds.

As is stated in 24 P.L.E., Page 530, a mortgage given on land and recorded previously to the commencement of visible construction, has priority over any lien for work for labor in connection with construction.

WHEREFORE, the Sheriff's Office respectfully request that Mechanic's Lien Holder's exceptions be dismissed and sale and proposed distribution approved.

Respectfully submitted,

Joseph F. Torsella  
Joseph F. Torsella, Attorney for  
Sheriff of Columbia County.

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 2ND day of JUNE 19 83 , at 10:00 o'clock A. 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 ROSEMARY A. O'HANDLEY, Box 208, Benton, Pennsylvania 17814

for the price or sum of \$9,823.94 plus \$64.12 Poundage AND \$98.24 Realty Transfer Tax plus \$98.24 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

Columbia Co. Sheriff's Dept.	Sale Cost	\$106.50	
	Poundage	<u>64.12</u>	
			\$ 170.62
Press-Enterprise, Inc.			77.60
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds of Col. Co.	(a) Deed, Search, etc.		18.50
	(b) Realty Transfer Tax		98.24
	(c) State Stamps		98.24
Alvin Oman, Tax Collector for Sugarloaf Township			84.78
Columbia County Farmers National Bank (Mortgage holder)			9163.79
Agway Petroleum Corp.	(Lien No. 490 of 1981, dated 4/6/81)		220.52
Rosemary Laubach (now)	(lien No. 386 of 1980, dated 7/8/82)		100.00
Rosemary O'Hanley			

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY)  
vs

MARTIN LAUBACH  
NO. 386 of 1980 J.D.  
NO. 62 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
3 JUNE 1983

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

ROSEMARY LAUBACH,  
(NOW ROSEMARY O'HANLEY),

Plaintiff,

vs.

MARTIN LAUBACH,

Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: NO. 386 TERM 19 80 J.D.  
:  
: NO. 62 TERM 19 8 E.D.  
:  
: NO. \_\_\_\_\_ TERM 19 \_\_\_\_\_

WRIT OF EXECUTION (MONEY JUDGMENTS)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF COLUMBIA :

To the Sheriff of Columbia County, Pennsylvania:

To satisfy the judgment, interest and costs against  
Martin Laubach, Defendant.

(1) You are directed to levy upon any real property  
as well as any personal property located on said real property  
of the Defendant and to sell his interest therein as follows:

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

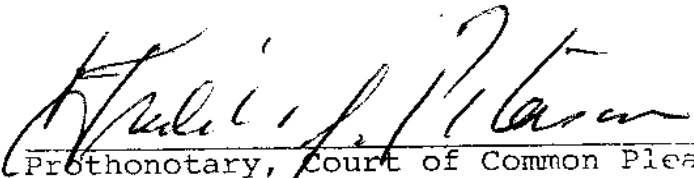
BEGINNING at a point on the western side of Township  
Route #755, said point being 150 feet from the south-  
east corner of other lands of the Grantors (Orvie C.  
Laubach) and on the northern side of a culvert; thence  
along the western side of the aforementioned Township  
Road in a northerly direction, 280 feet to a point in  
other lands of the Grantors (Orvie C. Laubach et ux.);  
thence in a northwesterly direction on a line perpen-  
dicular to the aforementioned township road 175 feet,  
more or less to a run; thence along the run in a south-  
easterly direction to the place of beginning.  
CONTAINING one (1) acre, more or less.

Amount due \$ 5,471.93

Interest from  
July 8, 1982 \$ 67.47

\$ 5,539.40

Plus costs \$ \_\_\_\_\_

  
Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

ROSEMARY LAUBACH	:	IN THE COURT OF COMMON PLEAS
(NOW ROSEMARY O'HANLEY),	:	OF THE 26TH JUDICIAL DISTRICT
	:	COLUMBIA COUNTY BRANCH
Plaintiff,	:	
	:	NO. _____ TERM 19 _____
vs.	:	
	:	NO. _____ TERM 19 _____
MARTIN LAUBACH,	:	
	:	NO. _____ TERM 19 _____
Defendant.	:	

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 Court ready to explain your exemption.

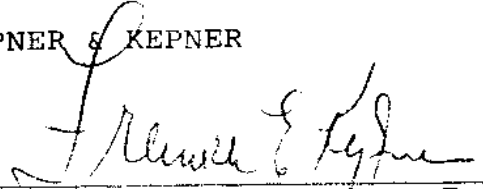
If you do not come to Court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONE. 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  
(717) 784-8760

KEPNER & KEPNER

BY:

  
Franklin E. Kepner, Jr., Esquire  
United Farm Bank Building  
Berwick, Pa 18603  
752-2766



ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff,

vs.

MARTIN LAUBACH,

Defendant.

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

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

MAJOR EXEMPTIONS UNDER PENNSYLVANIA  
AND FEDERAL LAW

1. \$300.00 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.

KEPNER & KEPNER

BY: 

Franklin E. Kepner Jr., Esquire  
United Penn Bank Building  
Berwick, Pa 18603  
717-752-2766

ROSEMARY LAUGACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff,

vs.

MARTIN LAUBACH,

Defendant.

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

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

: NO. \_\_\_\_\_ TERM 19 \_\_\_\_

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 \$300.00 statutory exemption  
be

\_\_\_\_\_ (i) set aside in kind (specify property to be  
set aside in kind):

\_\_\_\_\_;

\_\_\_\_\_ (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 \$300.00 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 amount.  
Notice of the hearing should be given to me at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Martin Laubach

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF  
OF COLUMBIA COUNTY:

Columbia County Courthouse  
Bloomsburg, Pa 17815  
(717) 784-1991

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

Defendant

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

: CIVIL ACTION - LAW

NOTICE OF SALE OF REAL PROPERTY

TO: MARTIN LAUBACH  
R. D. #2, Box 270  
Benton, PA 17814

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named on a judgment entered September 24, 1982, as set forth above, and that certain real estate located in the Township of Bloomsburg, County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the 18th day of November, 1982, at 2:15 P.M. EST in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.

EXHIBIT "A"

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

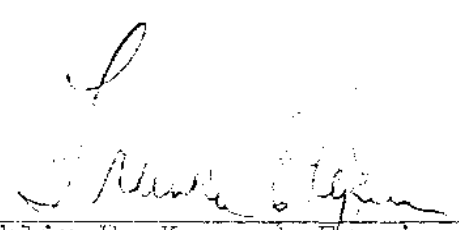
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: CIVIL ACTION - LAW  
:  
:  
:

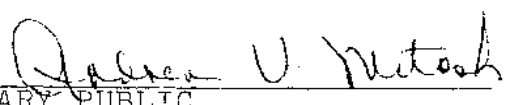
AFIDAVIT

Franklin E. Kepner, being duly sworn according to law,  
deposes and says that the last known address of Martin Laubach  
is:

R. D. #2, Box 270  
Benton, PA 17814

  
Franklin E. Kepner, Esquire  
Attorney for Plaintiff  
United Penn Bank Building  
Berwick, PA 18603  
(717) 752-2766

SWORN TO and subscribed  
before me this 30<sup>th</sup> day  
of September, 1982.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/24/86

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: CIVIL ACTION - LAW  
:  
:  
:

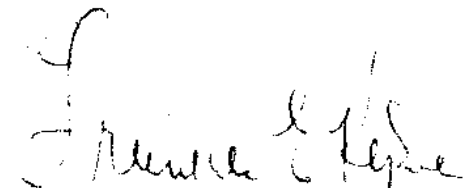
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

: SS.:

COUNTY OF COLUMBIA :

Franklin E. Kepner, being duly sworn according to law, deposes and says that he is over twenty-one (21) years of age and has made an investigation of Martin Laubach, the Defendant named above, and has ascertained that the said Defendant is not in the military service of the United States or its allies, nor otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its Amendments; that the Defendant is over twenty-one (21) years of age, residing at R. D. #2, Box 270, Benton, Pennsylvania 17814.

  
Franklin E. Kepner, Esquire  
Attorney for Plaintiff  
United Penn Bank Building  
Berwick, PA 18603  
(717) 752-2766

SWORN TO and subscribed  
before me this 30<sup>th</sup> day  
of September, 1982.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/24/86

S T I P U L A T I O N

Rosemary O'Hanley, and her attorney, Franklin E. Repner, Jr. -AND- Martin Laubach and his attorney, P. Jeffery Hill, hereby Stipulate as follows:

1. That the Plaintiff, Rosemary O'Hanley, has entered Judgment against the Defendant, Martin Laubach, for back support in the amount of FIVE THOUSAND FOUR HUNDRED and SEVENTY ONE and 93/100 (~~\$5,471.93~~) DOLLARS.

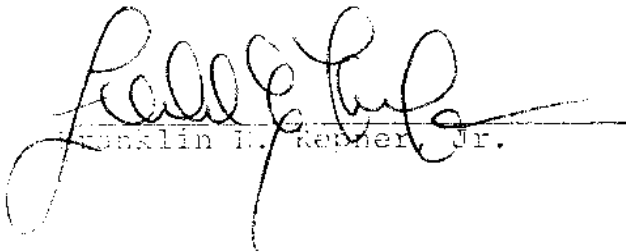
2. That the amount of support due and owing from the Defendant to the Plaintiff for support of the Parties' minor children is SIX THOUSAND EIGHT HUNDRED and THIRTY ONE and 93/100 (\$6,831.93) DOLLARS as of December 31, 1982.

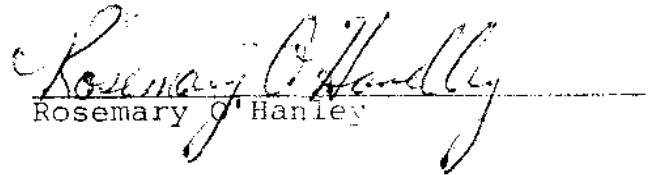
3. That the Sheriff of Columbia County can pay to the Plaintiff, Rosemary O'Hanley, monies amounting to SIX THOUSAND EIGHT HUNDRED and THIRTY ONE and 31/100 (~~\$6,831.31~~) DOLLARS as well as any costs incurred in the sale of Defendant's real estate located in Benton, Columbia County, Pennsylvania or any personal property sold by the Sheriff of Columbia County pursuant to the Sheriff's Sale to be held on June 1, 1983.

4. That it shall not be necessary for Rosemary O'Hanley to amend her judgment or her request for execution to allow the Sheriff to pay to her monies amounting to SIX THOUSAND EIGHT HUNDRED and THIRTY ONE and 93/100 (\$6,831.93)

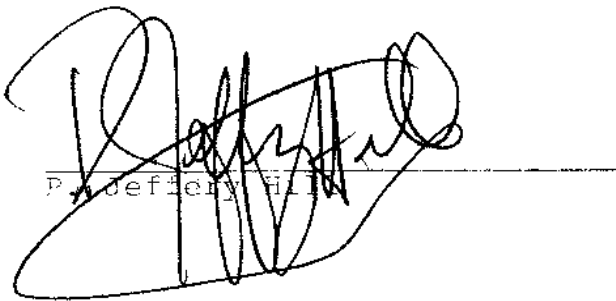


DEMANDS as well as costs due as a result of the sale of the  
personal property and real estate referred to above.

  
Franklin E. Kepner, Jr.

  
Rosemary O. Hanley

  
Martin Laubach

  
Jeffrey Hill

LIST OF LIENS

VERSUS

Martin Laubach

Court of Common Pleas of Columbia County, Pennsylvania.

Agway Petroleum Corp.

versus

Martin Laubach

No. 490 of Term, 19 81  
Real Debt \$ 220.52  
Interest from 4-6-81  
Commission  
Costs  
Judgment entered 4-6-81  
Date of Lien 4-6-81  
Nature of Lien Transcript of Judgment

Rosemary Laubach (now)

Rosemary O'Hanley

versus

Martin Laubach

No. 386 of Term, 19 80  
Real Debt \$5471.193  
Interest from 7-8-82  
Commission  
Costs  
Judgment entered 7-8-82  
Date of Lien 7-8-82  
Nature of Lien Judgment Note

Commonwealth of Penna.

versus

Martin O. Laubach

No. 1296 of Term, 19 82  
Real Debt \$ 5,000.00  
Interest from  
Commission  
Costs  
Judgment entered 12-12-82  
Date of Lien  
Nature of Lien State Lien

Jack R. Laubach

versus

Martin O. Laubach

No. 146 of Term, 19 82  
Real Debt \$ 4482.75  
Interest from 12-23-82  
Commission  
Costs 11-23-82  
Judgment entered 12-23-82  
Date of Lien 12-23-82  
Nature of Lien Judgment

versus

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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

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

Martin Laubach

and find as follows:

See photostatic copy attached.

Fee . \$5.00 . . . . .

In testimony whereof I have set my hand and  
seal of office this 1st day of June  
A.D., 19 83

*Beverly J. Michael* Acting  
RECORDER

MORTGAGE

THIS MORTGAGE, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between

herein called "Mortgagors," and Columbia County Farmers National Bank, a Pennsylvania Corporation having an office and place of business at Main Street, Orangeville, Columbia County, Pennsylvania 17859, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note of \$\_\_\_\_\_, and to secure any renewal or refinancing of said promissory note and to secure any and all future advances on other promissory notes or obligations of Mortgagors, Mortgagors do by these presents sell, grant and convey to

(City)  
Mortgagee, ALL the following real estate in the (Borough) of \_\_\_\_\_, County of  
(Township)

\_\_\_\_\_, Commonwealth of Pennsylvania, BEING premises known and

designated as \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_

Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the

Office for the Recording of Deeds in said County in Deed Book No. \_\_\_\_\_, Page \_\_\_\_\_, as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said promissory Note.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including attorney fees of 1% of the balance due and payable on said promissory Note, costs of suit, and costs of sale.

6. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of the sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

THIS MORTGAGE, shall be UNDER AND SUBJECT to the general provisions, covenants, conditions, and obligations contained in a Stipulation of General Mortgage Provisions which are incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania, in Mortgage Book 68 at Page 968.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

<u>Edison S. Bledsoe</u>	<u>Marta C. Kaulbach</u> (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF COLUMBIA ) SS:

On this, the 11th day of JUNE, A.D.,  
1982, before me, a Notary Public, the undersigned Officer,  
personally appeared Martin J. Laubach, Single and  
person known to me (or satisfactorily  
proven) to be the person name is  
~~persons whose names 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.

Martin J. Laubach  
Notary Public  
MARTIN J. LAUBACH, NOTARY PUBLIC  
BENTON BORO, COLUMBIA COUNTY  
MY COMMISSION EXPIRES NOV. 19, 1984  
Member, Pennsylvania Association of Notaries  
My Commission Expires



Recorded in Columbia County  
Mtg. Book 209, page 691 on  
June 28, 1982 at 12:34 p.m.

Beverly J. McMichael  
Acting Recorder

#282  
REC'D BY RECORDER  
COLUMBIA CO. PA.  
TAX FEE \$1.50  
JUN 28 12 34 PM '82

ROSEMARY LAUBACH, NOW  
ROSEMARY O'HANLEY,

PLAINTIFF,

V.

MARTIN LAUBACH,

DEFENDANT,

V.

JACK R. LAUBACH, and  
ELEANOR LAUBACH,

INTERPLEADERS.

\* IN THE COURT OF COMMON PLEAS  
\* OF THE 26TH JUDICIAL DISTRICT  
\* COMMONWEALTH OF PENNSYLVANIA  
\* COLUMBIA COUNTY BRANCH

\* NO. 62 - 1982

\* DA 386 1980

\*

\*

\*

\*

\*

APPEARANCES:

FRANKLIN E. KEPNER, JR., ESQUIRE, Attorney for Plaintiff

P. JEFFREY HILL, ESQUIRE, Attorney for Defendant

GAILEY C. KELLER, ESQUIRE, Attorney for Interpleaders

O P I N I O N

The Plaintiff, Rosemary O'Hanley, entered Judgment against the Defendant, Martin Laubach for back support. The amount of support due and owing from the Defendant to the Plaintiff for support of the parties' minor children, as of December 31, 1982, is \$6,831.93.

On or about June 2, 1983 pursuant to a Writ of Execution, the Sheriff of Columbia County scheduled a Sheriff's Sale of the Defendant's real estate. Said Sheriff's Sale was held to satisfy the aforementioned judgment. At said Sheriff's Sale, the Plaintiff through her agent, Franklin E. Kepner, Esquire, submitted the highest bid on the real estate. Pursuant to a dispute as to the amount of said bid, the Sheriff of Columbia County filed a schedule of proposed distribution listing additional monies which were not paid by the Plaintiff at the

Sheriff's Sale. Exceptions have been filed to the proposed distribution and are now before this Court for disposition.

It is the position of the Interpleaders, who are creditors of the Defendant, that the bid of the Plaintiff at the Sheriff's Sale was \$100.00 plus costs (poundage, transfer taxes, state stamps, etc) over and above the amount of the first mortgage (\$9,723.94). Consequently, the Interpleaders argue that said amount must be paid to the Sheriff's Office, to wit, \$9,823.94 plus costs.

The Plaintiff counters that the bid entered on behalf of Rosemary O'Hanley was \$100.00 plus costs and not \$100.00 plus costs over and above the amount of the mortgage as alleged by the interpleaders. Thus, they allege that only \$100.00 plus costs is due to the Sheriff's Office.

At the hearing on this matter, testimony and evidence was in conflict on the question of the amount of the bid. Thus, this issue is reduced to one of credibility. Weighing all the evidence, we find that the bid was in fact for \$9,823.94 plus costs .

At the hearing, Jack Laubach, one of the interpleaders herein, testified that the final bid was in fact \$9,823.94. He stated there were just two bids, the first for approximately \$9,700.00 and the latter for \$9,823.94.

Dean Kelchner, Vice-president for Columbia County Farmers' National Bank, holder of the mortgage in question, testified that Attorney Kepner "bid for his client \$100.00 over and above the costs of what the bank needed to clear itself". (transcript, page 12) He further testified that if the mortgage would not have been covered by the high bid, he would have, in fact, bid himself to cover the mortgage. Kelchner added that he



refrained from bidding due to what he believed to be the sufficiency of Attorney Kepner's bid. Further, he stated that he asked the Sheriff whether the bank was covered by the bid, and the Sheriff answered in the affirmative. Thus, Kelchner indicated that in his view Attorney Kepner's bid was for \$9,823.94.

The testimony of Rosemary O'Hanley, as to the amount of the bid, was inconsistent. Initially, she testified that the bid made at the sale was \$100.00 plus costs. Nonetheless, she later indicated that it was her understanding that the costs totalled somewhere around \$9,700.00 (thus including the amount of the mortgage). The fact that she thought the bid was in fact around \$9,800.00 is strengthened by the fact that, prior to the sale, a loan was approved in her favor in the amount of \$10,000.00. She further stated that after the sale she went back to the bank "to get the money with the intention of paying it into the Sheriff's office." (transcript, page 20).

Attorney Franklin Kepner, Jr. who made the bid on behalf of Rosemary Laubach, also testified at the hearing. It was his contention that his bid was for \$100.00 plus costs, but the costs did not include the amount due and owing on the mortgage.

Finally testimony was taken from A. J. Zale, chief deputy of the Columbia County Sheriff's Department. Zale conducted the Sheriff Sale and prepared the proposed schedule of distribution. Zale indicated that the successful bid was \$9,823.94. In addition, the amount of poundage assessed was \$63.12, which is the Sheriff's poundage amount for a sale or bid price of \$9,823.94.

Most of the evidence presented, indicating that the bid was only \$100.00 plus costs, was contradicted as noted above. Furthermore, testimony of numerous witnesses, plus the Sheriff's

return itself, all reflect that the bid was in fact \$9,823.94. Considering the evidence, it is the opinion of this Court that the amount bid was \$9,823.94 plus costs.

JUDGE'S CHAMBERS, BLOOMSBURG, PENNA. 717-784-1991

ROSEMARY LAUBACH, NOW  
ROSEMARY O'HANLEY,

PLAINTIFF,

V.

MARTIN LAUBACH,

DEFENDANT,

V.

JACK R. LAUBACH, and  
ELEANOR LAUBACH,

INTERPLEADERS.

\* IN THE COURT OF COMMON PLEAS  
\* OF THE 26TH JUDICIAL DISTRICT  
\* COMMONWEALTH OF PENNSYLVANIA  
\* COLUMBIA COUNTY BRANCH

\* NO. 62 - 1982

\*

\*

\*

\*

\*

\*

APPEARANCES:

FRANKLIN E. KEPNER, JR., ESQUIRE, Attorney for Plaintiff

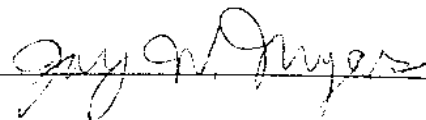
P. JEFFREY HILL, ESQUIRE, Attorney for Defendant

GAILEY C. KELLER, ESQUIRE, Attorney for Interpleaders

ORDER OF COURT

AND NOW, to wit, this 5th day of February, 1985,  
it is hereby adjudged and decreed that the bid entered by  
Rosemary O'Hanley at the Sheriff's Sale herein in question was  
\$9,823.94 plus costs. Thus the Plaintiff shall pay said amount  
to the Sheriff's office within twenty (20) days of service  
of this Order. If the Plaintiff believes that she will be  
unable to make said payment in the time allotted, she must so  
inform the Court within five (5) days of service of this Order.

BY THE COURT:



P.J.

ROSEMARY LAUBACH, now  
ROSEMARY O'HANLEY,  
Plaintiff,

VS.

MARTIN LAUBACH,  
Defendant.

: IN THE COURT OF COMMON PLEAS OF THE  
: 26TH JUDICIAL DISTRICT OF PENNSYLVANIA,  
: COLUMBIA COUNTY BRANCH.  
:  
: NO. 386 of 1980 J.D.  
: NO. 62 of 1982 E.D.  
:  
: CIVIL ACTION - LAW.

EXCEPTIONS TO SHERIFF'S SCHEDULE OF DISTRIBUTION


AND NOW, this 13th day of June, 1983, Jack R. Laubach, does hereby except to the Sheriff's Schedule of Distribution filed in the above-captioned matters and assigns therefor the following reasons:

1. The Sheriff erred in proposing to distribute to the Columbia County Farmers National Bank of Orangeville, Pa., the sum of \$9,163.79.

2. The Sheriff erred in failing to propose to distribute to Jack R. Laubach the sum of \$4,482.75, together with interest from September 30, 1982 and costs.

SMITH, EVES, KELLER AND HARDING,

By

  
Gailley C. Keller, Esq.,  
Attorney for Exceptant  
227 Market St., P.O. Box 30  
Bloomsburg, PA 17815  
(717) 784-6770

CHIEF DEPUTY

SHERIFF

JUN 13 3 37 PM '83

OFFICE OF SHERIFF  
COLUMBIA COUNTY

COMMONWEALTH OF PENNSYLVANIA    )  
COUNTY OF COLUMBIA                ) SS:

JACK R. LAUBACH, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Exceptions to Sheriff's Schedule of Distribution, are true and correct.

Sworn and subscribed to  
before me this 13th day  
of June, 1983.

Jack R. Laubach

Thomas J. Doran  
NOTARY PUBLIC  
Bloomsburg, Columbia County, Pa.  
My Commission Expires March 6, 1986

ROSEMARY LAUBACH, now  
ROSEMARY O'HANLEY,  
Plaintiff,

VS.

MARTIN LAUBACH,  
Defendant.

: IN THE COURT OF COMMON PLEAS OF THE  
: 26TH JUDICIAL DISTRICT OF PENNSYLVANIA,  
: COLUMBIA COUNTY BRANCH.  
:  
: NO. 386 of 1980 J.D.  
: NO. 62 of 1982 E.D.  
:  
: CIVIL ACTION - LAW.

EXCEPTIONS TO SHERIFF'S SCHEDULE OF DISTRIBUTION


AND NOW, this 13th day of June, 1983, Jack R. Laubach, does hereby except to the Sheriff's Schedule of Distribution filed in the above-captioned matters and assigns therefor the following reasons:

1. The Sheriff erred in proposing to distribute to the Columbia County Farmers National Bank of Orangeville, Pa., the sum of \$9,163.79.

2. The Sheriff erred in failing to propose to distribute to Jack R. Laubach the sum of \$4,482.75, together with interest from September 30, 1982 and costs.

SMITH, EVES, KELLER AND HARDING,

By

  
Gailey C. Keller, Esq.,  
Attorney for Exceptant  
227 Market St., P.O. Box 30  
Bloomsburg, PA 17815  
(717) 784-6770

CHIEF DEPUTY

SHERIFF

JUN 13 3 37 PM '83

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY

ROSEMARY LAUBACH, now  
ROSEMARY O'HANLEY

Plaintiff,

vs.

MARTIN LAUBACH,

Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: CIVIL ACTION - LAW  
:  
:  
:  
: NO. 386 OF 1980 J.D.  
: NO. 62 OF 1982 E.D.

#### EXCEPTIONS.

The Plaintiff, Rose O'Hanley, by her attorneys, KEPNER and KEPNER, hereby files Exceptions to the Sheriff's proposed distribution:

1. Plaintiff is Rose O'Hanley an adult individual who resides at Benton, Columbia County, Pennsylvania.

2. On or about June 2, 1983, the Columbia County Sheriff filed a proposed distribution of certain proceeds of a Sale of personal property of Martin Laubach.


3. On or about June 3, 1983, the Columbia County Sheriff filed a proposed distribution of certain proceeds of a Sale of certain real estate of Martin Laubach.

4. The proposed distribution of the proceeds of the personal property was incorrect in that the Plaintiff only received \$1,741.00 in credits for purchase of items at the Sale rather than the \$3,041.00 as is shown by the Sheriff's proposed distribution.

5. The Sheriff further erred at the sale of the real estate in that the Plaintiff only bid the sum of \$100.00 to purchase the aforementioned real estate.

6. The Plaintiff therefore files Exceptions to the Sheriff's proposed distributions.

KEPNER and KEPNER

BY:   
Franklin E. Kepner, Jr., Esquire  
3rd & Pine Streets  
Berwick, Pa 18603  
(717) 752-2766



SHERIFF'S SALE

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

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO MAKE A DOWN PAYMENT OF 50% IN CASH OR CHECK.

IF WE ARE FURNISHED A CHECK THAT DOES NOT CLEAR THE BANK WE WILL PROSECUTE.

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON 6/9/83, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs 6/9/83, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY JUNE 9, 1983, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on JUNE 3, 1983 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 9,723.94, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 9,723.94, WHICHEVER IS HIGHER.

BUYER \_\_\_\_\_

PRICE \_\_\_\_\_

POUNDAGE \_\_\_\_\_

DEED IN NAME OF \_\_\_\_\_

REALTY TRANFER TAX \_\_\_\_\_

STATE STAMPS \_\_\_\_\_

2/4/82  
ROSEMARY LAUBACH (Now O'HANLEY) VS MARTIN LAUBACH

THURSDAY, June 2, 1983 NO. 62 OF 1982 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal	\$ <u>4,831.43</u>	
Insurance		
Interest from <u>7-5-82</u> to _____	<u>67.47</u>	
Real Estate Tax		
Interest from _____ to _____		
_____ days @ \$ _____ per day		
Attorneys' Fee		
Total ...	\$ <u>4,898.90</u>	\$ <u>4,898.90</u>

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

Proth. (Writ)	\$ <u>10.00</u>	
Pro. Pd.		
Shff. V.		
Judg. Fee	<u>6.00</u>	
Atty. Fee		
Satisfaction		
Total ...	\$ <u>16.00</u>	\$ <u>16.00</u>

## SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>15.00</u>	
Service of Notice	<u>8.00</u>	
Postage		
Posting of Sale Bills (Bldg., Office, Lobby, etc.)	<u>25.00</u>	
Advertising, Sale Bills	<u>5.00</u>	
Newspapers	<u>2.00</u>	
Mileage	<u>6.50</u>	
Crying/Adjourn of Sale	<u>3.00</u>	
Sheriff's Deed (executing & registering)	<u>20.00</u>	
Solicitor Fee	<u>50.00</u>	
Total...	\$ <u>106.50</u>	\$ <u>106.50</u>

Morning Press (Ads)	\$ <u>77.60</u>	
Berwick Enterprise (Ads)		
Henrie Printing	<u>37.25</u>	
Total ...	\$ <u>114.85</u>	\$ <u>114.85</u>

Prothonotary - List of Liens	\$ <u>10.00</u>	
Deed	<u>5.00</u>	
Total ...	\$ <u>15.00</u>	\$ <u>15.00</u>

Recorder of Deeds, Col. Co.		
Deed, Search, etc.	<u>18.50</u>	
Total ...	\$ <u>18.50</u>	\$ <u>18.50</u>

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>83</u>	\$ <u>84.78</u>	
School Taxes, District _____, 19__		
Parcel #2		
Total ...	\$ <u>84.78</u>	\$ <u>84.78</u>

## SEWERAGE RENT DUE:

Municipality _____ for 19__	\$ _____	\$ _____
-----------------------------	----------	----------

TOTAL TAXES & COSTS ----- \$ 339.63

BUYER: James J. Kellner, Jr. 12/21/82 \$ 9,163.79

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ \_\_\_\_\_ \$ 9503.42

DEED IN NAME OF: Rosemary A. O'Hanley \$ 220.52

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_ \$ 9723.94

17804

182000  
64.12  
78.24  
98.24  
10027.51



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF FIELD OPERATIONS

REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

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

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

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

GRANTOR (S) ADDRESS ZIP CODE

GRANTEE (S) ADDRESS ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

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

FULL CONSIDERATION \$ HIGHEST ASSESSED VALUE \$

FAIR MARKET VALUE \$ REALTY TRANSFER TAX PAID \$

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

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 NAME ADDRESS TITLE

SUCCESSFUL BIDDER NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$
JUDGEMENT PLUS INTEREST	\$ 9,143.79		
BID PRICE		\$	
PRIOR RECORDED LIEN	\$ 220.52	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$ 84.78	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$ 254.53	\$	
TOTAL	\$ 9,723.94	\$	\$

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



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

Rosemary Laubach  
now Rosemary O'Hanley

VS

Martin Laubach

**A. J. ZALE, Chief Deputy**

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 62 of 1982  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY (Real Estate)

April 28, 1983 at 11:15, posted a copy of the  
SHERIFF'S SALE bill on the property of Martin Laubach  
R.D. # 2 Benton, Pa., Sugarloaf Twp.

Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Delbert Doty & John O'Brein.

So Answers:

Delbert Doty + John O'Brein  
Delbert Doty & John O'Brein  
Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
28th day of April 1983.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

# SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION, N O. 62 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON:

**Thursday, JUNE 2, 1983**

10:00 O'CLOCK A.M. EASTERN DAYLIGHT TIME

IN THE FORE NOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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

BEGINNING at a point on the western side of Township Route #775, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of

the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on June 3, 1983 file a schedule of distribution in his office where the same will be available for inspection and 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 Rosemary Laubach, now Rosemary O'Hanley against Martin Laubach, and will be sold by:

COPIES TO: 4/13/83

MORNING PRESS only, Legal Ads, Wednesdays May 11, 18 & 25, 1983. Affidavit requested.

HENRIE PRINTING.

Alvin Oman, Tax Collector, RD 2, Benton.

KEPNER & KEPNER, Attorneys at Law

VICTOR B. VANDLING, Sheriff

ROSEMARY LAUBACH,  
(NOW ROSEMARY O'HANLEY),

Plaintiff,

vs.

MARTIN LAUBACH,

Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: NO. 386 TERM 19 80 J.D.  
:  
: NO. 62 TERM 19 82 E.D.  
:  
: NO. \_\_\_\_\_ TERM 19 \_\_\_\_\_  
:

WRIT OF EXECUTION (MONEY JUDGMENTS)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF COLUMBIA :

To the Sheriff of Columbia County, Pennsylvania:

To satisfy the judgment, interest and costs against  
Martin Laubach, Defendant,

(1) You are directed to levy upon any real property  
as well as any personal property located on said real property  
of the Defendant and to sell his interest therein as follows:

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

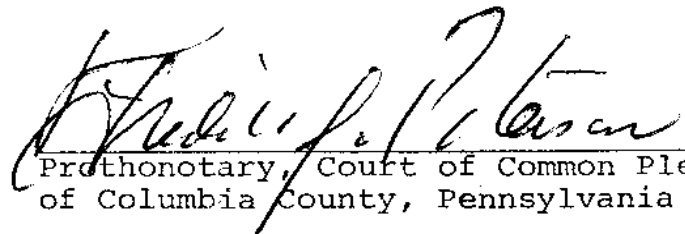
BEGINNING at a point on the western side of Township  
Route #755, said point being 150 feet from the south-  
east corner of other lands of the Grantors (Orvie C.  
Laubach) and on the northern side of a culvert; thence  
along the western side of the aforementioned Township  
Road in a northerly direction, 280 feet to a point in  
other lands of the Grantors (Orvie C. Laubach et ux.);  
thence in a northwesterly direction on a line perpen-  
dicular to the aforementioned township road 175 feet,  
more or less to a run; thence along the run in a south-  
easterly direction to the place of beginning.  
CONTAINING one (1) acre, more or less.

Amount due \$ 5,471.93

Interest from  
July 8, 1982 \$ 67.47

\$ 5,539.40

Plus costs \$ \_\_\_\_\_

  
Prothonotary, Court of Common Pleas  
of Columbia County, Pennsylvania

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

Defendant

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

: CIVIL ACTION - LAW

NOTICE OF SALE OF REAL PROPERTY

TO: MARTIN LAUBACH  
R. D. #2, Box 270  
Benton, PA 17814

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named on a judgment entered September 24, 1982, as set forth above, and that certain real estate situate in the County of Columbia and State of Pennsylvania, of which you are the reputed owner, will be exposed to public sale by the Sheriff of Columbia County on the *18th* day of *November*, 1982, at *2:15 P.M. EST* in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described on Exhibit "A" attached hereto.



EXHIBIT "A"

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of begining.

CONTAINING one (1) acre, more or less.

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 25TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH

: CIVIL ACTION - LAW

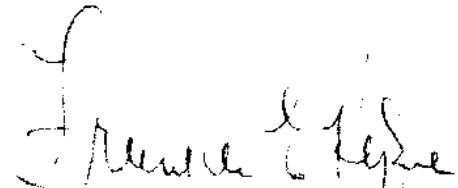
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :

: SS.:

COUNTY OF COLUMBIA :

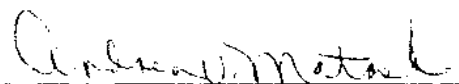
Franklin E. Kepner, being duly sworn according to law, deposes and says that he is over twenty-one (21) years of age and has made an investigation of Martin Laubach, the Defendant named above, and has ascertained that the said Defendant is not in the United States or its allies, nor otherwise within the provisions of the Soldiers and Sailors Civil Relief Act of Congress of 1940 and its Amendments; that the Defendant is over twenty-one (21) years of age, residing at R. D. #2, Box 270, Benton, Pennsylvania 17814.

  
Franklin E. Kepner, Esquire  
Attorney for Plaintiff  
United Penn Bank Building  
Berwick, PA 18603  
(717) 752-2766

SWORN TO and subscribed

before me this 30<sup>th</sup> day

of September, 1982.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 2/24/86

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY),

Plaintiff

vs.

MARTIN LAUBACH,

Defendant


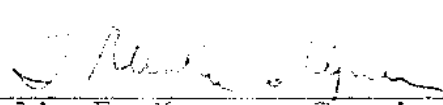
: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH

: CIVIL ACTION - LAW  
:  
:  
:  
:

AFIDAVIT

Franklin E. Kepner, being duly sworn according to law,  
deposes and says that the last known address of Martin Laubach  
is:

R. D. #2, Box 270  
Benton, PA 17814

  
  
\_\_\_\_\_  
Franklin E. Kepner, Esquire  
Attorney for Plaintiff  
United Penn Bank Building  
Berwick, PA 18603  
(717) 752-2766

SWORN TO and subscribed  
before me this 30<sup>th</sup> day  
of September, 1982.

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

MY COMMISSION EXPIRES: 2/24/86

Rosemary Lhubach  
(now Rosemary O'Hanley)  
vs

Martin Lhubach

No. 386 of 1980 JD  
No. 62 of 1982 ES

To: Sheriff of Columbia County:

Please continue the ~~sale~~ sale  
and stay the execution in accordance  
with the Rules of Civil Procedure.



Attorney for  
Plaintiff

Dec 30 - 1982

CLERK OF SUPERIOR  
COURT  
COLUMBIA COUNTY  
DEC 30 1982  
CHIEF DEPUTY

JACK R. LAUBACH,  
Plaintiff,

VS.

MARTIN O. LAUBACH,  
Defendant.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
:  
: CIVIL ACTION - LAW  
: NO. 146 OF 1982  
: MECHANIC'S LIEN


NOTICE OF FILING OF CLAIM

TO: MARTIN O. LAUBACH  
R.D. 2, Box 270  
Benton, PA 17814  
Defendant/Owner

TAKE NOTICE that I have filed a Mechanic's claim against your premises at R.D. #2, Benton, Columbia County, Pennsylvania, of which you are the owner or reputed owner, for the sum of \$4,482.75. Said lien is filed in the Court of Common Pleas of the County of Columbia as of No. 146 of 1981, and was filed on the 23<sup>rd</sup> day of November, 1982. A copy of said claim is enclosed herein.

SMITH, EVES, KELLER & HARDING

By:

  
Gailey C. Keller, Esquire  
Attorney for Plaintiff

CHIEF DEPUTY

RECORDED

DEC 30 1 51 PM '82

CLERK OF SUPERIOR COURT  
OF PENNSYLVANIA

JACK R. LAUBACH,	:	IN THE COURT OF COMMON PLEAS
Plaintiff,	:	OF THE 26TH JUDICIAL DISTRICT
	:	COLUMBIA COUNTY BRANCH
VS.	:	
	:	CIVIL ACTION - LAW
MARTIN O. LAUBACH,	:	NO. OF 1982
Defendant.	:	MECHANIC'S LIEN.

CLAIM BY CONTRACTOR FOR  
ALTERATION, REPAIRS AND CONSTRUCTION

Plaintiff, Jack R. Laubach, files this lien against Martin O. Laubach, Defendant, owner or reputed owner, and against the building or buildings, hereinafter described in the curtilage appurtenant thereto, for the payment of a debt due to him as contractor in the construction, alteration and repair of said building, and makes the following statement of his demand:

1. The name of the Plaintiff is Jack R. Laubach, an individual residing at R.D. 2, Box 269, Benton, Columbia County, Pennsylvania 17814, who is in the construction business.

2. The name of the Defendant and owner or reputed owner is Martin O. Laubach, an individual residing at R.D. 2, Box 270, Benton, Columbia County, Pennsylvania, 17814.

3. The Plaintiff contracted directly with the above named owner to do extensive construction, alterations and repairs, on the below described property.

4. The work and materials hereinafter referred to was done and furnished by virtue of an oral contract whereby the Plaintiff contracted with the Defendant for the construction of a roof upon the above described premises, the extension of two chimneys

and the installation of the furnace cone on a time and material basis.

5. The Plaintiff performed all of the work in accordance with the aforementioned oral contract and did expend the sum of \$834.75 for the purchase of materials and performed 456 hours of work at the rate of \$8.00 per hour representing a total owed the Plaintiff by the Defendant in the sum of \$4,482.75.


6. The Defendant has made no payments to the Plaintiff nor has the Plaintiff any note or other collateral security for a claim.

7. The first work and materials were done and furnished by the Plaintiff on August 5, 1982, and the last work and materials were done and furnished on September 30, 1982.

8. The aforesaid work and materials were done and furnished in or about a building existing on land of the Defendant at R.D.2 Benton, Sugarloaf Township, Columbia County, Pennsylvania, which is described with more particularity in Exhibit "A" attached hereto and made a part hereof.

9. This lien is claimed from September 30, 1982 when the work on the building was completed and against the fee simple interest of the Defendant in the aforesaid premises.

SMITH, EVES, KELLER & HARDING

By:   
Gayley C. Keller, Esquire  
Attorney for Plaintiff  
227 Market Street  
P.O. Box 30  
Bloomsburg, PA 17815  
(717) 784-6770

STATE OF PENNSYLVANIA    }  
COUNTY OF COLUMBIA       } SS:

JACK R. LAUBACH, being duly sworn according to law,  
deposes and says that the facts set forth in the foregoing  
document are true and correct to the best of my personal  
knowledge, information and belief.

Jack R. Laubach

Sworn and subscribed to  
before me this 23<sup>rd</sup> day  
of November, 1982.

Deirdre Force  
NOTARY PUBLIC

My Commission Expires: 11-8-86



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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.) thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning. CONTAINING one (1) acre, more or less.

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY)  
Plaintiff

vs.

MARTIN LAUBACH,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
:  
:  
: NO. 386 TERM, 1980 J.D.  
: NO. 62 TERM, 1982 E.D.

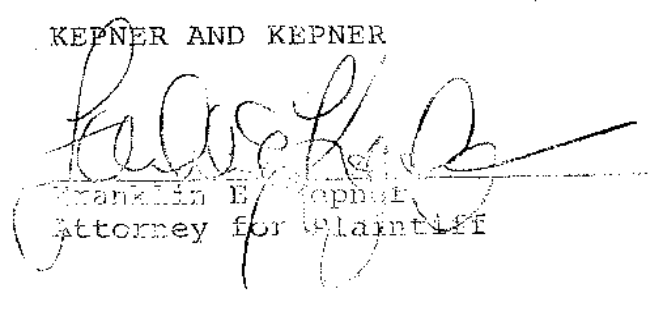
NOTICE FOR STAY OF  
EXECUTION

TO: THE SHERIFF OF COLUMBIA COUNTY:

In accordance with Pennsylvania Rule of Civil Procedure No. 3121(A)(1), please stay execution of the sale of real estate owned by the Defendant in R.D. 2, Benton, Sugarloaf Township, Columbia County, Pennsylvania, and more particularly described in Exhibit "A" attached to this Notice, until December 30, 1982, when the sale of said property will be conducted in your office in the Columbia County Courthouse, Bloomsburg, Pennsylvania, unless Plaintiff's claim is paid before that date.

You are requested to make public announcement of the stay and the continuance of the sale in the above-captioned matter until December 30, 1982. which announcement will be made at the time scheduled for the sale, November 18, 1982, at 2:15 P.M.

KEPNER AND KEPNER

  
Franklin E. Kepner  
Attorney for Plaintiff

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY)  
Plaintiff

vs.

MARTIN LAUBACH,  
Defendant

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

:  
:  
: NO. 386 TERM, 1980 J.D.  
: NO. 62 TERM, 1982 E.D.

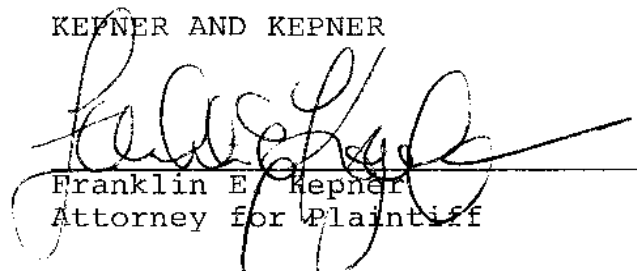
NOTICE FOR STAY OF  
EXECUTION

TO: THE SHERIFF OF COLUMBIA COUNTY:

In accordance with Pennsylvania Rule of Civil Procedure No. 3121(A)(1), please stay execution of the sale of real estate owned by the Defendant in R.D. 2, Benton, Sugarloaf Township, Columbia County, Pennsylvania, and more particularly described in Exhibit "A" attached to this Notice, until December 30, 1982, when the sale of said property will be conducted in your office in the Columbia County Courthouse, Bloomsburg, Pennsylvania, unless Plaintiff's claim is paid before that date.

You are requested to make public announcement of the stay and the continuance of the sale in the above-captioned matter until December 30, 1982, which announcement will be made at the time scheduled for the sale, November 18, 1982, at 2:15 P.M.

KEPNER AND KEPNER

  
Franklin E. Kepner  
Attorney for Plaintiff

DESCRIPTION OF REAL PROPERTY

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

BEGINNING at a point on the western side of Township Route 755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.

EXHIBIT "A"

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY)  
Plaintiff

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

vs.

MARTIN LAUBACH,  
Defendant

: NO. 386 TERM, 1980 J.D.  
: NO. 62 TERM, 1982 E.D.

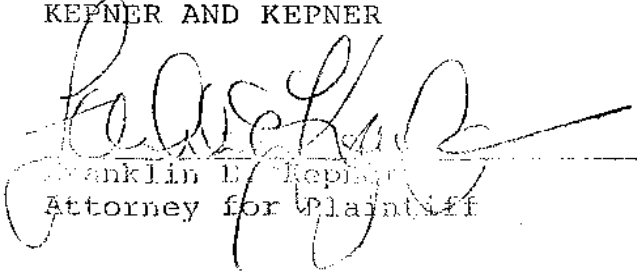
NOTICE FOR STAY OF  
EXECUTION

TO: THE SHERIFF OF COLUMBIA COUNTY:

In accordance with Pennsylvania Rule of Civil Procedure No. 3121(A)(1), please stay execution of the sale of real estate owned by the Defendant in R.D. 2, Benton, Sugarloaf Township, Columbia County, Pennsylvania, and more particularly described in Exhibit "A" attached to this Notice, until December 30, 1982, when the sale of said property will be conducted in your office in the Columbia County Courthouse, Bloomsburg, Pennsylvania, unless Plaintiff's claim is paid before that date.

You are requested to make public announcement of the stay and the continuance of the sale in the above-captioned matter until December 30, 1982, which announcement will be made at the time scheduled for the sale, November 18, 1982, at 2:15 P.M.

KEPNER AND KEPNER

  
Franklin E. Kepner  
Attorney for Plaintiff

ROSEMARY LAUBACH  
(NOW ROSEMARY O'HANLEY)  
Plaintiff

vs.

MARTIN LAUBACH,  
Defendant

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
:  
:  
: NO. 386 TERM, 1980 J.D.  
: NO. 62 TERM, 1982 E.D.

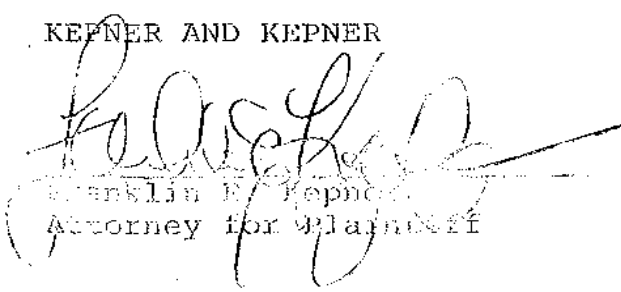
NOTICE FOR STAY OF  
EXECUTION

TO: THE SHERIFF OF COLUMBIA COUNTY:

In accordance with Pennsylvania Rule of Civil Procedure No. 3121(A)(1), please stay execution of the sale of real estate owned by the Defendant in R.D. 2, Benton, Sugarloaf Township, Columbia County, Pennsylvania, and more particularly described in Exhibit "A" attached to this Notice, until December 30, 1982, when the sale of said property will be conducted in your office in the Columbia County Courthouse, Bloomsburg, Pennsylvania, unless Plaintiff's claim is paid before that date.

You are requested to make public announcement of the stay and the continuance of the sale in the above-captioned matter until December 30, 1982, which announcement will be made at the time scheduled for the sale, November 18, 1982, at 2:15 P.M.

KEPNER AND KEPNER

  
Franklin E. Kepner  
Attorney for Plaintiff

State of Pennsylvania }  
County of Columbia } ss.

BEVERLY J. MICHAEL, Acting

I, ~~Frank X Boishvile~~ 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

Martin Laubach

and find as follows:

See Photostatic copy of Mortgage attached.

Fee ..\$5.00.....

In testimony whereof I have set my hand and  
seal of office this 15th day of November  
A.D., 19 82.

*Beverly J. Michael* Acting  
RECORDER

MORTGAGE

THIS MORTGAGE, entered into this 11 day of June, 1982, between  
Arthur C. Luchbach, Single

herein called "Mortgagors," and Columbia County Farmers National Bank, a Pennsylvania corporation having an office and place of business at Main Street, Orangeville, Columbia County, Pennsylvania 17859, herein called "Mortgagee."

WITNESSETH, that to secure payment by Mortgagors of a promissory Note of even date herewith, in the Face Amount of Note of \$9,000.00, and to secure any renewal or refinancing of said promissory note and to secure any and all future advances on other promissory notes or obligations of Mortgagors, Mortgagors do by these presents sell, grant and convey to

(City)  
Mortgagee, ALL the following real estate in the (Borough) of Sugarloaf, County of  
(Township)

Columbia, Commonwealth of Pennsylvania, BEING premises known and  
designated as R.D. # 2 Box 270 Sugarloaf, Pa.  
Street Address City

Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the  
Office for the Recording of Deeds in said County in Deed Book No. 706, Page 469,  
as said premises are therein described.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or appertaining, herein called the Mortgaged Premises. TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagors agree:

1. Mortgagors will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said promissory Note.
2. Mortgagors will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagors will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall approve, with loss, if any, payable to Mortgagee as its interest may appear.
4. Mortgagors will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagors default in the making of any payment due and payable under said promissory Note, or in the keeping and performance by Mortgagors of any of the conditions or covenants of this Mortgage or said promissory Note, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgment and execution to recover the balance due on said promissory Note and any other sums that may be due thereunder, including attorney fees of 15% of the balance due and payable on said promissory Note, costs of suit, and costs of sale.



6. Mortgagors, and each of them, hereby waive and release all benefit and relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief from any and all appraisal, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagors, or limiting the balance due under said promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of the sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution or other process.

BUT PROVIDED ALWAYS, that if Mortgagors do pay or cause this Mortgage and the debt hereby secured to be paid in full, on the day and in the manner provided in said promissory Note, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

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

Payment of this Mortgage is subject to the terms and conditions of said promissory Note of even date between Mortgagors and Mortgagee.

THIS MORTGAGE, shall be UNDER AND SUBJECT to the general provisions, covenants, conditions, and obligations contained in a Stipulation of General Mortgage Provisions which are incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of Columbia County, Pennsylvania, in Mortgage Book 68 at Page 968.

IN WITNESS WHEREOF, the said Mortgagors have signed this Mortgage, with seal(s) affixed, on the date first above written.

Signed, sealed and delivered in the presence of:

<u>Edmond S. Blaker</u>	<u>Martha O. Laulach</u> (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA )

SS:

On this, the 11th day of JUNE, A.D.,  
1982, before me, a Notary Public, the undersigned Officer,  
personally appeared Martin O. Laubach, Single and

~~person~~ known to me (or satisfactorily  
proven) to be the person name is  
~~person whose name is~~ 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.

*Martin J. Sarnowski*  
Notary Public  
MARTIN J. SARNOCKI, NOTARY PUBLIC  
BENTON BORO. COLUMBIA COUNTY  
MY COMMISSION EXPIRES NOV. 19, 1984  
Member, Pennsylvania Association of Notaries  
My Commission Expires



Recorded in Columbia County  
Mtg. Book 209, page 691 on  
June 28, 1982 at 12:34 p.m.

*Beverly J. Michael*  
Acting Recorder

#282  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$50. FEE \$1.50  
JUN 28 12 34 PM '82

209 691

# This Deed,

Made the 18th day of May in the year of our Lord one thousand nine hundred and eighty-two (1982).

Between JACK R. LAUBACH and ELEANOR LAUBACH, His Wife, both of Sugarloaf Township, Columbia County, Pennsylvania, GRANTORS,

- A N D -

MARTIN O. LAUBACH of Sugarloaf Township, Columbia County, Pennsylvania, GRANTEE.

(The Grantee is the son of the Grantors, and this transfer is therefore tax exempt.)

Witnesseth, that in consideration of ONE (\$1.00) ----- Dollars, in hand paid, the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantee, his ----- Heirs and Assigns,

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.) thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning. CONTAINING one (1) acre, more or less.

BEING the same premises which Orvie C. Laubach and Lula S. Laubach, his wife, by their deed dated November 7, 1968, and recorded in the Office of the Recorder of Deeds of Columbia County in Deed Book 241, page 698, granted and conveyed to Jack R. Laubach and Eleanor Laubach, his wife, Grantors herein.

## 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 Nine Thousand, Eight Hundred-Twenty Three and 94/100 (\$9823.94)---dollars to me in hand paid, do hereby grant and convey to **ROSEMARY A. O'HANDLEY, Box 208, Benton, Pennsylvania**

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.); thence in a north-westerly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.

In Witness Whereof, I have hereunto affixed my signature this

day of JUNE

Anno Domini one

thousand nine hundred and EIGHTY-THREE

Sheriff of Columbia County, Pennsylvania

**Commonwealth of Pennsylvania, ss.**

Before the undersigned, FREDERICK J. PETERSON Prothonotary  
of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared  
VICTOR B. VANDLING, Sheriff of Columbia County aforesaid, and  
in due form of law declared that the facts set forth in the foregoing Deed are true, and that  
he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this day of  
JUNE Anno Domini one thousand nine hundred and EIGHTY-THREE

Prothonotary

Commonwealth of Pennsylvania }  
County of Columbia } ss

RECORDED on this day of

A. D. 19, in the Recorder's office of said County, in Deed Book

Vol. , Page

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

Recorder

ROSEMARY LAUBACH (Now O'HANLEY) VS MARTIN LAUBACH

THURSDAY, November 18, 1952 NO. 62 of 1952 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal \$ 3,471.93  
 Insurance \_\_\_\_\_  
 Interest from 7/8/52 to \_\_\_\_\_ 67.47  
 Real Estate Tax \_\_\_\_\_  
 Interest from \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day \_\_\_\_\_  
 Attorneys' Fee \_\_\_\_\_

Total ... \$ 5,539.40 \$ 5,539.40

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

Proth. (Writ) \$ 10.00 PA  
 Pro. Pd. \_\_\_\_\_  
 Shff. V. \_\_\_\_\_  
 Judg. Fee 6.00 PA  
 Atty. Fee \_\_\_\_\_  
 Satisfaction \_\_\_\_\_

Total ... \$ 16.00 \$ 16.00  
5,555.40

## SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75  
 Service of Notice 7.50  
 Postage \_\_\_\_\_  
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00  
 Advertising, Sale Bills 5.00  
 Newspapers 5.00  
 Mileage 13.00  
 Crying/Adjourn of Sale 5.00  
 Sheriff's Deed (executing & registering) 20.00

Total... \$ 81.25 \$ 81.25

Morning Press (Ads) \$ 73.80  
 Berwick Enterprise (Ads) 73.80  
 Henrie Printing 37.50

Total ... \$ 184.85 \$ 184.85

Prothonotary - List of Liens \$ 10.00  
 Deed 3.00

Total ... \$ 13.00 \$ 13.00

Recorder of Deeds, Col. Co. \$ 18.50  
 Deed, Search, etc. 13.30 + 5.00

Total ... \$ 18.50 \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1952 \$ PAID  
 School Taxes, District Berwick, 1951 PAID  
 Parcel #2 \_\_\_\_\_

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

## SEWERAGE RENT DUE:

Municipality \_\_\_\_\_ for 1952 \$ \_\_\_\_\_

TOTAL TAXES & COSTS \$ 297.60

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

BID PRICE: \$ \_\_\_\_\_ POUNDAGE \$ \_\_\_\_\_

DEED IN NAME OF: \_\_\_\_\_

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_

*Deed to be signed by Sheriff (H. J. ...)*  
*\$ 8525.99 owed on date of sale*

*Get John Deed ...*

Victor Vandling

Sheriff Sale - Laubach

Press - \$75.80

Enterprise - \$75.80

Total - \$151.60

SHERIFF'S SALE

By virtue of Writ of Execution No. 62 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Nov 18, 1982

At 2:30 p.m., E.S.T.

In the afternoon of the said day, all the right, title and interest of the defendants in and to:

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning. Containing one (1) acre, more or less.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will, on November 22, 1982, file a schedule of distribution in his office where the same will be available for inspection and distribution will be made in accordance with

says that Berwick Enterprise is a newspaper of general circulation with its place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Holidays) continuously in said Town, County and State since the date of its establishment hereto attached is a copy of the legal notice or advertisement in the above which appeared in the issue of said newspaper on.....  
..... October 27, Nov. 3, & 10 ...., 1982... exactly as printed that the affiant is one of the owners and publishers of said newspaper in which 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 statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 17th day of November, 1982

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5812

November 18, 1982

60-523  
313

PAY TO THE ORDER OF

Press Enterprise, Inc.

One Hundred Fifty One and 60/100

\$ 151.60

DOLLARS



Bloomsburg Bank - COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR DEPOSIT ONLY  
Legal Ads

Victor B. Vandling

**SHERIFF'S SALE**

By virtue of Writ of Execution No. 62 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Nov 18, 1982

At 2:30 p.m., E.S.T.

In the afternoon of the said day, all the right, title and interest of the defendants in and to:

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning. Containing one (1) acre, more or less.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will, on November 22, 1982, file a schedule of distribution in his office where the same will be available for inspection and 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 Rosemary Laubach, now Rosemary O'Hanley, against Martin Laubach, and will be sold by:

Victor B Vandling, Sheriff

Kepner & Kepner, Attorneys-at-Law  
Oct 27, Nov 3, 10

8

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA }

SS:

J. Stephen Buckley . . . . ., being duly sworn according says that Berwick Enterprise is a newspaper of general circulation with its place of business in the Town of Berwick, County of Columbia and State of Pennsylvania established on the 6th day of April, 1903, and has been published daily (except Holidays) continuously in said Town, County and State since the date of its establishment hereto attached is a copy of the legal notice or advertisement in the above which appeared in the issue of said newspaper on . . . . .  
October 27, Nov. 3, & 10 . . . , 1982 . . . exactly as printed that the affiant is one of the owners and publishers of said newspaper in which legal notice 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 statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this . . . 12th . . . day of . . . November . . .

*J. Stephen Buckley*

*Matthew J. Creme*

(Notar)

My Commission Expires

MATTHEW J. CREME, NOT.

BLOOMSBURG, CO. JMB

MY COMMISSION EXPIRES

Member, Pennsylvania Association of Notaries

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



**SHERIFF'S SALE**

By virtue of Writ of Execution No. 62 of 1982, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Nov 18, 1982

At 2:30 p.m., E.S.T.

In the afternoon of the said day, all the right, title and interest of the defendants in and to:

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux); thence in a northwesterly direction on a line perpendicular to the aforementioned township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning. Containing one (1) acre, more or less.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will, on November 22, 1982, file a schedule of distribution in his office where the same will be available for inspection and 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 Rosemary Laubach, now Rosemary O'Hanley, against Martin Laubach, and will be sold by:

Victor B Vandling,  
Sheriff

Kepner & Kepner,  
Attorneys-at-Law  
Oct 27, Nov 3, 10

B

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

J...Stephen Buckley....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania was established on the 1st day of March, 1902, and has been published daily (except on Sundays and Legal Holidays). continuously in said Town, County and State since its establishment; that hereto attached is a copy of the legal notice or advertisement titled proceeding which appeared in the issue of said newspaper on.....  
October 27, Nov. 3, & 10, 1982 exactly as printed and in which the affiant is one of the owners and publishers of said newspaper in which legal notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations contained in said statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 17th day of November 1982

(Notary)

My Commission Expires

MATTHEW J. CREMI, Notary

BLOOMSBURG, CO. CUMBI

MY COMMISSION EXPIRES

Member Pennsylvania Association of Notaries

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



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

Rosemary Laubach  
now Rosemary O'Hanley

vs

Martin Laubach

**A. J. ZALE, Chief Deputy**

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


IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 62 of 1982  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

October 22, 1982 at 10:00 A.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Martin Laubach  
RD#2, Box 270 Benton, Penna.

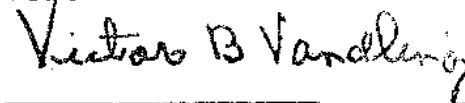
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff Lee Mensinger.

So Answers:

  
Lee Mensinger

Deputy Sheriff

For:

  
Victor B. Vandling

Victor B. Bandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
25th day of October 1982.

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

Rosemary Laubach  
now Rosemary O'Hanley

vs

Martin Laubach

**A. J. ZALE, Chief Deputy**

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

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.

NO. 62 of 1982

WRIT OF EXECUTION

SERVICE ON Martin Laubach

ON October 22, 1982 at 10:00 A.M. served                     , 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,  
Martin Laubach at RD#2, Benton, Penna. Box 270

by John J O'Brien

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

So Answers:                     

John J O'Brien  
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 23th day of October  
19 82

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

LIST OF LIENS

VERSUS

Martin Laubach

Court of Common Pleas of Columbia County, Pennsylvania.

Agway Petroleum Corporation

versus

Martin Laubach

No. 490 of Term, 19. 81  
Real Debt ||\$ 220.52  
Interest from 2-17-81  
Commission  
Costs  
Judgment entered 4-6-81  
Date of Lien 2-17-81  
Nature of Lien Transcript of Judgment

Rosemary Laubach, now Rosemary

O'Hanley

versus

Martin Laubach

(Domestic Relations)  
No. 386 of Term, 19. 80  
Real Debt ||\$ 5471.93  
Interest from 7-8-82 || 67.47  
Commission  
Costs  
Judgment entered 7-8-82  
Date of Lien 9-24-82  
Nature of Lien Judgment on Domestic Relations

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

SEIZED AND TAKEN

IN VIRTUE OF WRIT OF EXECUTION NO. 60 OF 1982, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VIRTUE OF WRIT TO THE SHERIFF AND SHERIFF'S DEPUTY, FOR SALE, IN THE SHERIFF'S OFFICE, COLUMBIA, IN THE TOWN OF HUNTINGTON, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, November 16, 1982

At 2:15 O'Clock P.M. Eastern Standard Time

IN THE AFTERNOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DEFENDANTS IN AND TO:

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach) at which there is a northeasterly direction of a line perpendicular to the line of the township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on November 22, 1982, file a schedule of distribution in his office where the same will be available for inspection and 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 Rosemary Laubach, now Rosemary O'Malley, against Martin Laubach, and will be sold by:

Kepner & Kepner, Attorneys at Law

VICTOR R. VALENTI, Sheriff

10/5/82

COPIES TO:

Henrie Printing.  
Alvin Oman, Tax Collector, RD 2, Benton  
PRESS-ENTERPRISE (2) Legal Ads, Wed., 10/27, 11/3 & 11/10.  
Affidavits!!!

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

BEGINNING at a point on the western side of Township Route #755, said point being 150 feet from the southeast corner of other lands of the Grantors (Orvie C. Laubach) and on the northern side of a culvert; thence along the western side of the aforementioned Township Road in a northerly direction, 280 feet to a point in other lands of the Grantors (Orvie C. Laubach et ux.); thence in a northeasterly direction on a line perpendicular to the eastern line of township road 175 feet, more or less to a run; thence along the run in a southeasterly direction to the place of beginning.

CONTAINING one (1) acre, more or less.