## 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 a	after having given due
legal and timely notice of the time and place of sale, by advertisements in dive	ers public newspapers
and by handbills set up in the most public places in my bailiwick, I did on TH  16TH day of DECEMBER 1982, a	
o'clock	., expose said premises
to sale at public vendue or outcry, when and where I sold the same to ADMINI	STRATOR OF
VETERANS AFFAIRS, His successors and Assigns, Washington, D.C.	
for the price or sum of FOUR HUNDRED TWENTY FOUR and 91/100 (\$424.91) plus	
being the highest and best bidder, and that the	<del>-</del>
bidden for the same; which I have applied as follows, viz: To costs	
Col. Co. Sheriff's Dept. Sale Cost \$ 82.25  Poundage 40.00	
	\$122.25
Press-Enterprise, Inc.	123.80
Henrie Printing	37.25
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	18,50
Municpal Authority of the Town of Bloomsburg	150.11
NOTE: Bid price terminated at \$5000.00. Successful bidder not required monies, as they would only have to be returned to the purchaser (	to forward these listed above).
Commonwealth of Penna. School Employees' Retirement Fund vs	
Terry L. Hopper and Dotty J. Hopper, his wife	
No. 911 of 1982 J.D. No. 68 of 1982 E.D.	
Sheriff's Office, Bloomsburg, Pa. So answers	^
17 DECEMBER 1982 VICTOR B. VANDLIN	

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

Commonwealth of Penna. School			JRT OF COM COUNTY, P			
Employees' Retirement Fund	Νο	68	of	Term	19	<b>82</b> E.D.
vs	No	911x		Term	19	A.D.
	No	911	of	Term	19	<b>82</b> J.D.
Terry L. Hopper and Dotty J.  Hopper, his wife			IT OF EXECU GAGE FOREC •		RE)	
Commonwealth of Pennsylvania:			•			
County of Columbia:						
· · · · · · · · · · · · · · · · · · ·					<u>.</u>	
TO THE SHERIFF OF Columb	)ia	COUNTY	, PENNSYLV	ANIA	•	
To satisfy the judgment, interest and cost in the following described property (specifically described	he above mat I property bel	ter you are low):	directed to lev	y upon	and	sell the
•						
· •						
					•	
Amount Due	\$ <u>4</u>	3,310.52	- <u>-</u>			
Interest from	\$ <b>C</b>	ctober 2	7, 1982			
Total	\$		Plus costs	+		
is endorsed.	E.	Talele	1.1/1	t aen	ريدا	į.
	01	Prothonot Columbia	ry, Common Pl County, Penna.	eas Cou	t of	18 4 4 4 - A 1 - 1 - 1 - 1 - 1 - 1 - 1

By:

Deputy

Dated October 29, 1982 (SEAL)

COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYEES' RETIREMENT FUND,

: IN THE COURT OF COMMON PLEAS OF COUNTY, PENNSYLVANIA.

Plaintiff

: CIVIL ACTION - LAW

vs.

WRIT NO.

TERRY L. HOPPER and DOTTY J. HOPPER,

SUR JUDGMENT

his wife,

: NO. 911 of 1982

Defendants

IN MORTGAGE FORECLOSURE

NG. 68 OF 1982

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

TO: TERRY L. HOPPER and DOTTY J. HOPPER, his wife,

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

set forth, issued out of THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, and directed to the Sheriff of Columbia County, Pennsylvania, the said Sheriff will expose to public sale at County Courthouse, located at Columbia the Pennsylvania, on the 16th day of December, 1982, at Bloomsburg, 2:15 o'clock, P.M., the real estate and improvements thereon erected, if any, described in Exhibit A, hereto attached and made a part of this notice.

YOU ARE HEREBY NOTIFIED, that by virtue of the Writ of Execution above

YOU ARE FURTHER NOTIFIED that a proposed schedule of distribution of the proceeds of the above sale will be filed by the said Sheriff of County, on the 17th day of December 1982, and that distribution of said proceeds will be made in accordance with the said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

RAYMOND KLEIMAN, ESQUIRE ATTORNEY FOR PLAINTIFF

ALL THAT CERTAIN piece, parcel and tract of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located along the eastern side of Catherine Street and the southwest corner of said lot,
THENCE along the eastern side of Catherine Street, North 22 degrees
West, 63 feet to an iron pin;
THENCE along land now or late of said J. L. Vandermark, Inc., designated as
Lot No. 1, North 68 degrees East, 129.5 feet to an iron pin;
THENCE along the western side of a proposed sixteen-foot right of way,
South 22 degrees East 63 feet to an iron pin;
THENCE along the North side of a proposed sixteen-foot alley South 68
degrees West 129.5 feet to an iron pin, the place of BEGINNING.

CONTAINING 8,158.5 square feet and designated as Lot No. 2 as taken from a survey prepared by Lawrence G. Lebo, R.S., dated August 8, 1979.

BEING the same premises which R.D. THRAILKILL et ux , by Deed dated September 22,1982, and recorded in Deed Book Volume 283, page 431, granted and conveyed unto TERRY L. HOPPER and DOTTY J. HOPPER, , his wife.

SUBJECT to an easement and right of way granted to the Town of Bloomsburg, its successors and assigns over the southeast portion of the abovesaid tract of land as more fully set forth in an Agreement between Robert D. Thrailkill and Jennie E. Thrailkill, his wife, and the Town of Bloomsburg dated January 9, 1979 and recorded in Miscellaneous Book 61, page 731.

TOGETHER with the free and common use, right, liberty, and privilege of the aforesaid alleys as and for passageways and watercourses at all time, hereafter, forever in common with the owners, tenants, and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

UNDER AND SUBJECT to certain building restrictions as of record.

SEIZED, taken in execution and to be sold as the property of TERRY L. HOPPER and DOTTY J. HOPPER, his wife, Mortgagors and Real Owners, under Judgment No. 911 of 1982, in the Court of Common Pleas of Columbia County, Pennsylvania

COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYES' RETIREMENT FUND,

Plaintiff

TERRY L. HOPPER and

DOTTY J. HOPPER, his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO. 91( 7 (91) IN MORTGAGE FORECLOSURE

WRIT NO.

No. 68 of 1982 E. 17

#### PLAINTIFF'S AFFIDAVIT TO ACCOMPANY WRIT OF EXECUTION UNDER PA. R.C.P. 3129(a)

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF PHILADELPHIA

ROSE PRESTO, being duly sworn according to law, deposes and says that she is a duly constituted representative for THE LOMAS AND NETTLETON COMPANY, Mortgage Servicing Agent for COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYES' RETIREMENT FUND, Execution Plaintiff in the above action; that she is duly authorized to make this affidavit; that she has personal knowledge concerning the Mortgage Payment Account which is the subject of the above action; and that to the best of her knowledge, information and belief:

1. The names and last known addresses of the owners or reputed owners of the real estate described in Exhibit A, attached hereto and made a part hereof, and which is the real estate to be levied upon under and by virtue of the Writ of Execution above set forth are as follows:

TERRY L. HOPPER 2415 Old Berwick Rd. Bloomsburg, PA 17815

DOTTY J. HOPPER 2415 Old Berwick Rd. Bloomsburg, PA 17815

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

TERRY L. HOPPER 2415 Old Berwick Rd. Bloomsburg, PA 17815

DOTTY J. HOPPER 2415 Old Berwick Rd. Bloomsburg, PA 17815

THE LOMAS AND NETTLETON COMPANY

Foreclosure Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, THIS 30th DAY OF June

CHEDYL A MAGRATIF Notary Fullion Finds, From My Commission Expires May 26, 1964

No	BLOOMSBURG, PA., December 10 19 \$2
vs.	M Sheriff
Hopper	

#### To FREDERICK J. PETERSON, Dr.

#### PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

List of Liens	\$10.0	00
		-

## LIST OF LIENS

### VERSUS

Town of Bloomsburg	No. 252 of Term, 19.80.
	Real Debt
	Interest from
versus	Commission
Popper T & Dotter T Hammer	Costs
Terry L. & Dotty J. Hopper	Judgment entered12-20-80
	Date of Lien
······)	Nature of Lien Sewer Claim
.Commonwealth.of.Penna.	No. 227 of Term, 198
	Real Debt
Dept. of Welfare	Interest from
versus	Commission
	Costs
Terry L. & Dotty J. Hopper	Judgment entered 2-20-81
terry, hand booky, alantopper	Date of Lien
J	Nature of Lien Reimbursement Agreement
Town.of.Bloomsburg	No 22.5. of Term, 1981
	Real Debt
	Interest from
versus	Commission
	Costs
Terry L. & Dotty J. Hopper	Judgment entered 2-20-81
	Date of Lien
	Nature of Lien Sewer claim
.Commonwealth.of.Pa.Employees.	No911 of
Dottinament Wayned	Real Debt
Retirement Fund	Interest from10-27-82
versus	Commission
ſ	Costs
Terry L. & Dotty J. Hopper	Judgment entered 10-29-82
**************************************	Date of Lien 10-29-82
	Nature of Lien Default Judgment
,,	No of Term, 19 Real Debt    \$
	Interest from
versus	Commission
7	Costs
1	
	Judgment entered  Date of Lien
	Judgment entered

## State of Pennsylvania County of Columbia

Beverly J. Michael, Acting I, INVENTED IN 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

Terry L. Hopper and Dotty J. Hopper, his wife,

and find as follows:

See: photostatic copy of Mortgage and Assignment of Mortgage attached.

Fee . . \$5,00 . . . .

In testimony whereof I have set my hand and seal of office this 10th day of December A.D., 19 82.

Burning Machael RECORDER

VA Form 16-6336 (Home Loan) Revised June 1975 (Has Phi-Honni, Jection 1816, Vitte 18 U.S.C. Acceptable to Fadowi National Mortgage Association.

#### MORTGAGE

THIS INDENTURE, made the 22nd day of September, in the year of our Lord one thousand nine hundred and Seventy-Nine , Between TERRY L. HOPPER AND DOTTY J. HOPPER (hereinafter called Mortgagor) and THE LOMAS & NETTLETON COMPANY , a corporation organized and existing under the laws of State of Connecticut , and having its principal office and post-office address in New Haven, Connecticut (hereinafter called Mortgagoe):

WITNESSETH: That the Mortgagor to secure the payment of THIRTY-SEVEN THOUSAND NINE HUNDRED AND 00/100

Dollare (\$ 37,900.00 ), with interest from date, at the rate of TEN per centum (10.000%) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of THREE HUNDRED THIRTY-TWO AND76/100 Dollars (\$ 332.76 ), commencing on the first day of November , 19 79 , and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of October , and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, All the following described real property situate in the Town of Bloomsburg and Commonwealth of Pennsylvania, to wit: County of Columbia

SEE ATTACHED DESCRIPTION

SEE STATE OF THE S

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to said premises, streets, alleys, passages, ways, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned, namely,

ALL PLUMBING, HEATING, LIGHTING, COOKING EQUIPMENT, AND REFRIGERATOR.

provided, however, that the Morigagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

To Have and to Hold said property, hereby granted, with the appurtenances, unto said Mortgages to its own use forever:

#### LEGAL DESCRIPTION

ALL THAT CERTAIN piece, parcel and tract of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located along the eastern side of Catherine Street and the southwest corner of said lot, thence along the eastern side of Catherine Street, North 22 degrees West, 63 feet to an iron pin; thence along land now or late of said J. L. Vandermark, Inc., designated as Lot No. 1, North 68 degrees East, 129.5 feet to an iron pin; thence along the western side of a proposed sixteen-foot right of way, South 22 degrees East 63 feet to an iron pin; thence along the North side of a proposed sixteen-foot alley South 68 degrees West 129.5 feet to an iron pin, the place of beginning.

CONTAINING 8.158.5 square feet and designated as Lot No. 2 as taken from a survey prepared by Lawrence G. Lebo, R.S., dated August 8, 1979.

BEING the same premises which J. L. Vandermark, Inc., by deed dated September 8, 1977 and recorded in Deed Book Volume 283, page 431, granted and conveyed unto Robert D. Thrailkill and Jennie E. Thrailkill, his wife, grantors herein.

SUBJECT to an easement and right of way granted to the Town of Bloomsburg, its successors and assigns over the southeast portion of the abovesaid tract of land as more fully set forth in an Agreement between Robert D. Thrailkill and Jennie E. Thrailkill, his wife, and the Town of Bloomsburg, dated January 9, 1979 and recorded in Miscellaneous Book 61, page 731.

BEING the same premises which Robert D. Thrailkill and Jennie E. Thrailkill by Indenture bearing date the Andrew A.D., 1979, and intended to be forthwith recorded at Bloomsburg . granted and conveyed unto TERRY L. HOPPER AND DOTTY J. HOPPER as tenants by entireties.

IT IS understood and agreed that TWENTY TWO THOUSAND SEVEN HUNDREB FORTY AND 00/100 DOLLARS of the principal sum herein mentioned is guaranteed by the Yeterans Administration under the Servicemen's Readjustment Act of 1944. Section 501 as amended May 7, 1968 under P.L. 90-301.

TOGETHER with the free and common use, right, liberty, and privilege of the aforesaid alleys as and for passagesways and watercourses at all time, hereafter, forever in common with the owners, tenants, and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

UNDER AND SUBJECT TO certain building restrictions as of record.

THIS MORTGAGE IS intended to be a purchase money MOrtgage under the provisions of the LIEN PRIORITY LAW as amended.

AND

800k 197 PAFF 148

This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, and the Mortgagor covenants and agrees:

- 1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.
- 2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee ss trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:
  - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of mouths to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.
  - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated;
    - (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
    - (II) interest on this debt; and
    - (III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagoe's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling deliquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby,

- 3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagoe as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagoe's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagoe as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagoe stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagoe, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagoe, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgagoe securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagoe after the default, the Mortgagoe, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagoe, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.
- 4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.
- 5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.
- 6. Mortgager will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has therefore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full-power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.
- 7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.
- 8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

- 10. The lien of this Mortgagee shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.
- 11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.
- 12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.
- 13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an attorney's commission of five per centum (5%) of said principal debt shall be payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.
- 14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgages, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereto. After deducting the cost of such alterations, renovations, replacements, and the expenses incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

PROVIDED, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagoe, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendees, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferse thereof, whether by operation of law or otherwise.

In Witness Whereor, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

		CERTIFI	CATE	of Resi	DENCE		. :	
I, the Subs orrect address		named Mortg	agee la	121 N. E	Broad Street	, do hereby , Philade	certify that the control of the cont	he
Witness my	hand this	22nd	day	of .	Septembe	<b>T</b> . 1	. 19 79	•
			(	Sun Burner	Agent o	Mortgages	C. LUCA	
OMMONWEA	LTH OF PE	nnsylvani	A,	3				-11E
OUNTY OF S	o i umbia		***					
On this	22nd	day of	Septe	ember	, A.D., 1979,	before me,	the subscrit	ber
d acknowledge	ed the within	came Indenture of 1	the a Mortga	bove-name ge to be	TERRY L. )	IOPPER AND	DOTTY J.	
	to be recorded			_	*******			
925							A 6 1 1 1/2	
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BOOK 197 PAIR 151

Code 05
Loan No. 1073764548
Premises
Twp. Bloomsburg
City & State

### Assignment of Mortgage

From Terry L. Hopper & Dotty J. h/w Mortgage Dated September 22, 1979

Mortgagor

Re: 1203 Catherine St., Bloomsburg, PA Mortgage Recorded September 24, 1979

To THE LOMAS & NETTLETON COMPANY Mortgage Book, Vol. 197 Page 147

Mortgagee in the Recorder's Office of Columbia County,

Assigned to State of Pennsylvania Debt. \$ 37,900.00

#### KNOW ALL MEN BY THESE PRESENTS.

THAT THE LONGS & NETTLETON COMPANY

the Mortgagee or Assignee above named for and in consideration of the sum of (\$37,724.24)

the above stated Mortgage, together with all the rights, remedies, incidents and appurtenances thereunto belonging, or in anywise appertaining, and all the right, title, interest, estate, property, claim and demand whatsoever, of, in and to the same, and the premises therein described; together with the bond or obligation in said Indenture of Mortgage mentioned, and thereby intended to be secured, and the warrant of attorney to confess judgment thereto annexed, and all moneys due and to grow due therefrom.

TO HAVE AND TO HOLD the same unto the said COMMONWEALTH OF PENNSYLVANIA SCHOOL EMPLOYES' RETIREMENT FUND, its successors and assigns, to their proper use and behoof, subject to the provision or condition of redemption in said

indenture of Mortgage contained, and direct the recorder of said County to note upon the margin of the record of said Mortgage, this Assignment thereof.

IN WITNESS WHEREOF the said Corporation has caused its common and corporate seal to be affixed to this instrument by the hand of its Assistant Vice President and the same to be duly attested by its Assistant Jecretary this 18th day of January A.D., 1980

ASSISTANT Secretary Corporate

Assistant Secretary Seal

COMMONWEALTH OF PENNSYLVANIA) COUNTY OF PHILADELPHIA )SS

On the 1st day of January Anno Domini 1980, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in the City of Philadelphia, personally appeared.

Assistant Secretary of the said. THE LOMAS & NETTLETON COMPANY who being duly sworn did denose and say that the said offered to the said.

who being duly swom did depose and say that the seal affixed to the within foregoing ASSIGNMENT OF MORTGAGE is the Common or Corporate seal of the said corporation; that the same was so affixed, and that the said ASSIGNMENT OF MORTGAGE was delivered by Timeent Coletta Assistant Vice-President of the said corporation, as and for the act and deed of said corporation, in pursuance of a resolution duly adopted by the Board of Directors thereof, and that the names of the said Vincent Colettas Assistant Vice-President and of his deponent as Assistant Secretary thereto subscribed in attestation of the due execution and delivery thereof, are in their proper and respective handwriting.

SWORN AND SUBSCRIBED before me

Notify Public, Phile, Co.

Notify Public, Phile, Co.

Ny Commission Editor Nov. 19, 198

I hereby certify the correct address of the within named Assignee is: Harrisburg, Pennsylvania

Because

THE LOMAS & NETTLETON COMPANY

BEET 138 ME 655

District Public ersonally

having Done

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 A GIFT, OR (3) A TAX EXEMPTION IS CLAIMED. (REFER SECT. 8, RTT ACT OF DEC. 27, 1951, P.L. 1742 AS AMENDED)

#### SECTION I (COMPLETE FOR ALL TRANSACTIONS)

Sheriff of Columbia Co GRANTOR (5) ADMINISTRATOR OF VETER GRANTEE (5)		MODRESS	ZIP CODE
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		ADDRESS	ZIP CODE
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SUCCESSFUL BIDDER ADMINIST	AME	ADDRESS Washin	ngton, D. C.
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By COMMISSION EXPIRES 19

By Comparison Explanation Explanation as

# 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 wit	this described and by virtue of the within writ, to
legal and timely notice of the time and place of a	thin described real estate, and after having given due
and by handbills set up in the and the	sale, by advertisements in divers public newspapers
16TH	my bailiwick, I did on THURSDAY the
16TH day of DECEM	1982 , 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 ADMINISTRATOR OF
VETERANS AFFAIRS, His successors and Assigns,	
for the price or sum of FOUR HUNDRED TWENTY FOUR Poundage	
	Pollats
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
Col. Co. Sheriff's Dept. Sale Cost \$	82.25
Poundage	\$1.22.25
Press-Enterprise, Inc.	123,80
Henrie Printing	37,25
Prothonotary of Columbia County	*
Recorder of Deeds of Columbia County	13.00
Municpal Authority of the Town of Bloomsburg	150.11
	C. C. C. C.
NOTE: Bid price terminated at \$5000.00. Succ	essful bidder not required to forward these eturned to the purchaser (listed above).
	December 29, 1982
Commonwealth of Penna. School enclosed are:	Responding to your request of 12/18/82,
Terry L. Hopper and botty J. (b) Hopper, his wife	) Copy of Schedule of Distribution (this sheet) ) Copy of check & memo for Municipal Services. ) Check payable to you (\$35.09) as refund for unused advance monies.
Noe 911 of 1982 JeDe	and the second s
No. 98 of 1982 E.D. with instructions	The DEED was filed with the Recorder this date
to the undersigns	the contract of the contract o
Sheriffs Office Discouring D.	very truly yours,
Sheriff's Office, Bloomshurg, Pa. \ So answers	A. J. File, for
	n Material Good State (1996)

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to an	d by virtue of the within writ t
me directed, I seized and took into execution the within described real	estate and after having airen du
legal and timely notice of the time and place of sale, by advertisem	ents in divers public
and by handbills set up in the most public places in my bailiwick, I did	THIRDSDAY
16TH day of DECEMBER	
o'clock P. M., of said day at the Court House, in the Town of Bloom	
to sale at public vendue or outcry, when and where I sold the same	
VETERANS AFFAIRS, His successors and Assigns, Washington, D.C.	war sake , , to mun baa - t vr . Alaaaysah sakeun nuanno nugersa kaskeunskun nuak, make ugs «Kêsk uhun ngas
for the price or sum of FOUR HUNDRED TWENTY FOUR and \$1/100 (\$424.	(\$1) plus Forty (\$40.00)
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being the highest and best bidder, ar	
bidden for the same; which I have applied as follows, viz: To costs	
Col. Co. Sheriff's Dept. Sale Cost \$ 82.25	
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Press-Enterprise, Inc.	123,80
Henrie Printing	37, 25
Prothonotary of Columbia County	13.00
Recorder of Deeds of Columbia County	18,50
Municpal Authority of the Town of Bloomsburg	150.11
NOTE: Bid price terminated at \$5000.00. Successful bidder no	t required to forward these
monies, as they would only have to be returned to the p	urchaser (listed above).
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Commonwealth of Penna. School - Employees Retirement Fund	## 1-4mmary ga,
Ve Terry L. Hopper and Donty is	anne (f. 1 15 troppe v)Abraerin ert d'aben program en 1990 representé placement de l'entre président récentifi L
Hopper, his wife	and the second of the second o
No. 911 of 1982 7-D.	The state of the s
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Sheriff's Office, Bloomsburg, Pa. ) So answers	
	en e
	A CONTRACTOR OF THE STREET OF

SHERIFF'S SAL	_				COS	T SHEET
Comm. of PA. School Enployees Refixe_ VS -	Horres	<u>e, `</u>	TERRY.	and i	oft.	<u>/</u>
THURSDAY, December 16, 1982		2.1	5 NO.	68	of 1	982 ED
WRIT OF EXECUTION:			.7.			
Judgement Principal		;	s <u>43,31</u>	0.52		
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Interest from 20/27/82 to	_					
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			<del></del>	<del></del>		
	Total .	• • •	\$	· · · · · · · · · · · · · · · · · · ·	\$	
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	lotal .	••	5 <u>63-11</u>	,	\$ <u></u>	<u> </u>
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Docket & Levy		:	10.75	•		
Service of Notice			10.00			
Postage Posting of Sale Bills (Bidg., Office, Lobby,	etc.)		15:00	•		
Advertising, Sale Bills	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		5.00			
Newspapers			5.00	•		
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	_					y ten y e
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Recorder of Deeds, Col. Co.						
Deed, Search, etc.	Total .	**	\$		\$	18.50
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<b>SUYER</b> *	<del>(* * * * * * * * * * * * * * * * * * * </del>	or report the said				- J. C.
BID PRICE: \$ POUNDAGE \$						
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DEED IN NAME OF:	<del></del>	<del></del>	•			
REALTY TRANSFER TAX \$ STATE STAMPS	\$					
A STATE OF THE PARTY OF THE PAR						•

December 18, 1982

Mr. Al Zale Chief Deputy Columbia County Courthouse Bloomsburg, PA 17815

Re: Terry L. Hopper, et ux No. 911 of 1982 In Mortgage Foreclosure

Dear Mr. Zale:

Please prepare the deed in the above matter in favor of "Administrator of Veterans Affairs, his successors and assigns." The address is 5000 Wissahickon Avenue. P. O. Box 8079, Philadelphia, Pa. 19101.

Enclosed is an affidavit of value to accompany the deed. At your convenience, please forward me a copy of your cost sheet, paid receipts for taxes or municipal services, if any. I would appreciate being advised when the deed has been recorded and have it returned to me thereafter.

Thank you.

Sincerely yours,

Raymond Kleiman

RK:md

Enc.

#### 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 AND ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.
IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON 7/1/2/3/2, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY, 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 Transport of the Sheriff 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 1% THEREAFTER OF THE BID PRICE.
ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 7/3, 7/9, 2/9, whichever is higher.
ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 13.919-27. WHICHEVER IS HIGHER.
BUYER
PRICE
POUNDAGE
DEED IN NAME OF
REALTY TRANFER TAX
STATE STAMPS



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE LODMEBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

December 29, 1982

Barbara Hunsinger Municipal Authority of the Town of Bloomsburg Bloomsburg, Pa. 17815

> REs Comm. of Pa. School Employees Retirement Fund

Terry Hopper and Dotty Hopper 68 of 1982 E.D.

Dear Ms. Hunsinger,

This memo is to notify you that the scheduled SHERIFF'S SALE in the captioned case was held December 16, 1982.

The sewer rental bill due the Municipal Authority in the amount of \$150.11 was included in costs to be collected. Said monies are being forwarded via our check no. 5897.

The property was purchased by "Administrator of Veterans Affairs, his successors and assigns." The address is 5000 Wissahickon Avenue, P.O. Rox 8079, Philadelphia, Pa. 19101.

Thank you for your cooperation in this matter.

Very truly yours,

Victor B. Vandling

VICTOR B. VANDLING SURGER OF COLLEGE COLLEGE AFRINGER ANIA

5897

December 18, 1982

E Hundred To Fity and I for Blocksburg 18 150.11

Bleomsbury Benk-Columbia trust co.

Chairman Warren K. Erwine

Vice Chairman Charles Housenick II

Treasurer
Dr. Michael Herbert

Secretary-Asst. Treasurer Gerald Depo

Solicitor Charles B. Pursel

#### MUNICIPAL AUTHORITY

of the

#### TOWN OF BLOOMSBURG

PENNSYLVANIA (17815)

(717) 784-5422

November 5, 1982

Board of Directors

Warren K. Erwine Robert Linn Dr. Michael Herbert Charles Housenick II Charles E. Long

Victor B. Vandling, Sheriff Columbia County Court House Bloomsburg, PA 17815 Attention: Mr. Al Zale

Dear Mr. Zale:

In regard to your Sheriff's Sale Notice of Terry L. and Dotty J. Hopper, 1203 Catherine Street, Bloomsburg, PA, there are sewer rental bills due the Municipal Authority in the amount of \$150.11.

Thank you for your consideration in this matter.

Very truly yours,

Barbara Hunsinger Municipal Authority

of the

Town of Bloomsburg

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Terry Hopper Sheriff Sale \$123.80

that The Morning Press is a newspaper of general circulation with it that The Morning Press is a newspaper of general circulation with it that The Morning Press is a newspaper of general circulation with it to the Iown of Blooms. of business in the Town of Bloomsburg, County of Columbia and was established on the 1st day of March, 1902, and has been publis and Legal Holidays), continuously in said Town, County and State lishment; that hereto attached is a copy of the legal notice or adv titled proceeding which appeared in the issue of said newspaper or Nov. 24, Dec. 1, 8 19. 82 exactly as print. affiant is one of the owners and publishers of said newspaper in whi logether with the free notice was published; that neither the affiant nor The Morning Press

SHERIFF'S SALE true of a Writ of ution, No. 68 of 2, issued out of the ert of Common Pleas Columbia County. ected to me, there be exposed to public by vendue or ry to the highest and bidders, for cash, in Sheriff's Office, rt House, in the n of Bloomsburg, embia County, Pennonia, on: hurs.,Dec. 16, 1982 [2:15] o'clock p.m. E.S.1. e afternoon of the day, all the right, and interest of the indents in and to: hat certain pieco, ol and tract of land to in the Town of hisburg. County of the 263 foge 331, inted and conveyed Terry L. Hopper and by J. Hopper, his says olace and burg, its successors and assigns over the southidays east portion of abovesaid tract

os more fully et forth in on Agreemen between ond the Robert D. Thus Jennie E. Throilkill, his wife, and the Town of Bloomsburg, dated January 9, 1979 and recorded in Miscellaneous Book ihe լե օր liberty and privilege of the aforesoid alleys as suband for passageways

VICTOR B. VANDLING SHERIFF OF COLUMBIA COUNTY PENNSYLVANIA

5855

Dec. 13, 1982 Bloomsburg Bank-COLUMBIA TRUST CO.

COMM OF PA. Sch EMPI Ret is HOPPER NO. 68 OF 1982

charges amounting to \$...... for publishing the foregoing notice fidavit have been paid in full.

where me some on evallable for inspection and distribution will be made in accordance with the schedule unless exception of a bled then cto within ten (10) days thereofter.

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Victor & Vandling Sheriff Roymond Michoon, 1sq. Rev 24, 10 . 1 1.

#### STATE OF PENNSYLVANIA SS: COUNTY OF COLUMBIA

....., being duly sworn according as follows, fo wit: Paul R. Eyerly III that The Morning Press is a newspaper of general circulation with it of business in the Town of Bloomsburg, County of Columbia and was established on the 1st day of March, 1902, and has been publisl and Legal Holidays), continuously in said Town, County and State lishment; that hereto attached is a copy of the legal notice or adv titled proceeding which appeared in the issue of said newspaper or Nov. 24, Dec. 1, 8 19...exactly as printe affiant is one of the owners and publishers of said newspaper in wh notice was published; that neither the affiant nor The Morning Pres the North side of a project matter of said notice and advertisement, and that all of the al south 68 degrees West statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this . Alar. day of ....

BLOOMSB MY COMMIS

And now,..... 19...., I hereby certify that the charges amounting to \$..... for publishing the foregoing no Robert D. Thrailkill and Jennis E. Thrailkill and fidavit have been paid in full.

SHERIP'S SALE virtue of a With Execution, No. 68 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 outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvonia, on: Thurs., Dec. 16, 1982 At 2:15 o'clock p.m. E.S.T. In the afternoon of the soid day, all the right, title and interest of the defendants in and to: All that certain piece parcel and tract of land situate in the Town of

Bloomsburg, County of Columbia and Commonwealth of Pennsylvania bounded and described d says located along the east-ern side of Catherine | place Street and the southwest corner of said lot; thence along the eastern side of Catherine Street, North Indays 22 degrees West, 63 feet to an iron pin; thence along land now or late of said J.L. Vandermark, estab-Inc., designated as Lot No. 1, North 68 degrees ove en-East, 129.5 feet to an iron pin; thence along the western side of a .at the proposed sixteen foot right of way, South 22 ent or degrees East 63 feet to an iron pin; thence along ie subegoing 129.5 feet to an iron pin, the place of beginning. ontaining 8,158,5 square feet and designated as

Lot No. 2 as taken from a survey prepared by Larence G. Lebo. R.S. Lebo R.S. dated August 8, 1979. Being the same premises which R.D. Thrailkill et ux, by Deed dated September 22, 1982, recorded in Deed Book Volume 283 Page 431, granted and conveyed unto Terry L. Hopper and Dotty J. Hopper, his wife. My Commiss and right of way granted to the Town of Blooms-Subject to an easement

burg, its successors and assigns over the southeast portion of the abovesaid tract of land blication as more fully set forth in an Agreement between this af-Jennie E. Thrailkill, his wife, and the Town of Bloomsburg, dated Janu-ary 9, 1979 and recorded in Miscellaneous Book

61, page 731 Together with the free and common use, right liberty and privilege of the aforesaid alleys as and for passageways



DFFICE OF

#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Commonwealth of Penna. School
Employees Retirement Fund
vs
Terry L Hopper and Dotty J Hopper

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY COMMONWEALTH OF PENNA. NO. 68 of 1982 WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

#### POSTING OF PROPERTY

November	17,1982		·,	posted a	copy of the
SHERIFF'S SALE	bill on	the property	of Terry	L Hopper and	Dotty J Hopper
1203 Cathrine St.	, Bloomsbut	rg, Penna.		· · ·	
Columbia Count	y, Pennsy	ylvania. Sai	d posting	performed	by Columbia
County Deputy	Sheriff	John J O'Brie	n and Lee M	ensinger	

So Answers:

John J & Brien

Deputy Sheriff

Fon:

Victor B. Bandling Sheriff, Col. Co.

Sworn and subscribed before me this

17 day of November 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

Comm. of Pa. School Empl. Ret. Fund

VS

Terry L. & Dotty J. Hopper

Prothonotary, Columbia County, Pa.

A. J. ZALE, Chief Deputy

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

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

No. 68 of 1932

WRIT OF EXECUTION

SERVICE ON Terry	L. Kopper
ON November 19, 1982 at attested copy of the within Writ of Ex Notice of Sheriff's Sale of Real Estat	7:15 A.M., a true and secution and a true copy of the se was served on the defendant,
	esidence R.D.#8, Bloomsburg, Pa
Columbia County by Lee Service was made by personally handing Notice of Sheriff's Sale of Real Estat	F. Mensinger said Writ of Execution and e to the defendant.
	So Answers:  Set of Manager  Deputy Sheriff
	Lee F. Mensinger Victor B Vandling
	Victor B. Vandling Sheriff Columbia Co.
Sworn and subscribed before me this 19th day of November 19 82	
Frederick J. Peterson	



OFFICE OF

#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMBBURG, PENNSYLVANIA, 17815

#### VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Commonwealth of Penna. School Employees Retirement Fund

Terry L Hopper and Dotty J. Hopper

A. J. ZALE, Chief Deputy

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

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

No. 68, of 1982

WRIT OF EXECUTION

			SERVICE	ON_	Dotty J H	opper	, <u>, , , , , , , , , , , , , , , , , , </u>	<del></del>	
ON_	November 17	1982		at_	9:20	A.M.	served	, a tru	e and
ati Noi	ested copy ice of Sher	of the riff's S	within sale of	Writ Real	of Execu Estate v	tion a	and a tru rved on t	e copy of he defend	the
Dot	ty J. Hopper		<del></del>	at_	Her resid	ence RD	#8, Bloomst	ourg, Penna	•
				bу	John J	O'Brien			
Ser No	rvice was ma tice of Sher	ade by priff's S	personal	ly ha Real	nding sa Estate t	nid Wr.	it of Exe defendan	cution ant.	đ
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John J O'Brien
Deputy Sheriff

Victor B. Vandling Sheriff Columbia Co.

Sworn and subscribed before me this 17th day of November 19 82

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

Henrie Printing.

MORNING PRESS (only) Legal Ads, Wed., 11/24, 12/1 & 12/8/82. Affidavit please.

Geraldine Kern, Tax Collector, Town or Bloomsburg.

Barbara Hunsinger, Bloomsburg Municipal Authority.

ALL THAT CERTAIN piece, parcel and tract of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located along the eastern side of Catherine Street and the southwest corner of said lot,
THENCE along the eastern side of Catherine Street, North 22 degrees
West, 63 feet to an iron pin;
THENCE along land now or late of said J. L. Vandermark, Inc., designated as
Lot No. 1, North 68 degrees East, 129.5 feet to an iron pin;
THENCE along the western side of a proposed sixteen-foot right of way,
South 22 degrees East 63 feet to an iron pin;
THENCE along the North side of a proposed sixteen-foot alley South 68
degrees West 129.5 feet to an iron pin, the place of BEGINNING.

CONTAINING 8,158.5 square feet and designated as Lot No. 2 as taken from a survey prepared by Lawrence G. Lebo, R.S., dated August 8, 1979.

BEING the same premises which R.D. THRAILKILL et ux , by Deed dated September 22,1982, and recorded in Deed Book Volume 283, page 431, granted and conveyed unto TERRY L. HOPPER and DOTTY J. HOPPER, , his wife.

SUBJECT to an easement and right of way granted to the Town of Bloomsburg, its successors and assigns over the southeast portion of the abovesaid tract of land as more fully set forth in an Agreement between Robert D. Thrailkill and Jennie E. Thrailkill, his wife, and the Town of Bloomsburg dated January 9, 1979 and recorded in Miscellaneous Book 61, page 731.

TOGETHER with the free and common use, right, liberty, and privilege of the aforesaid alleys as and for passageways and watercourses at all time, hereafter, forever in common with the owners, tenants, and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

UNDER AND SUBJECT to certain building restrictions as of record.

SEIZED, taken in execution and to be sold as the property of TERRY L. HOPPER and DOTTY J. HOPPER, his wife, Mortgagers and Real Owners, under Judgment. No. 911 of 1982, in the Court of Common Pleas of Columbia County, Pennsylvania



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

November 12, 1982 -

Raymond Kleiman, Esq. 120 Market Street Harrisburg, Pa. 17101

RE: Comm. of Pa. School Empl. Retire. Fund vs

Dear Mr. Kleiman,

Terry L. Hopper & Dotty J. Hopper, his wife

The enclosed copies of Sheriff's Sale hand-bills are for your information and guidance.

We expect you or your designated representative to appear at the set time and place of this scheduled sale.

Should developments occur whereby the plaintiff desires discontinuance of this sale, please advise our office in writing. Costs incurred will be furnished for settlement. Any unused monies from the advance deposit received will be refunded. Likewise any additional monies expended to cover the Sheriff's costs will be billed to your office for prompt payment.

Any questions in the matter should be directed to the undersigned.

Very truly yours,

A. J. Zaie for/ Victor B. Vandling, Sheriff ALL THAT CERTAIN piece, parcel and tract of land situate in the Town of Bloomsburg, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located along the eastern side of Catherine Street and the southwest corner of said lot,
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West, 63 feet to an iron pin;
THENCE along land now or late of said J. L. Vandermark, Inc., designated as
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CONTAINING 8,158.5 square feet and designated as Lot No. 2 as taken from a survey prepared by Lawrence G. Lebo, R.S., dated August 8, 1979.

BEING the same premises which R.D. THRAILKILL et ux , by Deed dated September 22,1982, and recorded in Deed Book Volume 283, page 431, granted and conveyed unto TERRY L. HOPPER and DOTTY J. HOPPER, , his wife.

SUBJECT to an easement and right of way granted to the Town of Bloomsburg, its successors and assigns over the southeast portion of the abovesaid tract of land as more fully set forth in an Agreement between Robert D. Thrailkill and Jennie E. Thrailkill, his wife, and the Town of Bloomsburg dated January 9, 1979 and recorded in Miscellaneous Book 61, page 731.

TOGETHER with the free and common use, right, liberty, and privilege of the aforesaid alleys as and for passageways and watercourses at all time, hereafter, forever in common with the owners, tenants, and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

UNDER AND SUBJECT to certain building restrictions as of record.

SEIZED, taken in execution and to be sold as the property of TERRY L. HOPPER and DOTTY J. HOPPER, his wife, Mortgagors and Real Owners, under Judgment No. 911 of 1982, in the Court of Common Pleas of Columbia County, Pennsylvania

Law Offices

October 26, 1982

Frederick J. Peterson , Prothonotary Columbia County Courthouse Bloomsburg, Pa. 17815

Re: Commonwealth of Pa. School Employes' Fund vs Hopper No. 911 of 1982

Dear Prothonotary:

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

Kindly send your filing receipt and a stamped copy of the praecipe for judgment and notice thereof in the self-addressed enclosed envelope.

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

Thank you for your cooperation.

Sincerely yours,

Raymond Kleiman

RK:md: rgr

Enclosures

cc: Sheriff

(x) Sale Date to heart by things

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

Commonwealth of Penna. School  Employees' Retirement Fund	IN C	IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA				
Disproyees Recliement Pana	No	<b>6</b> 8	of	Term 19. 82 E.D.		
vs	No	911x	••	Term 19A,D.		
	No	911	of	Term 19 82 J.D.		
Terry L. Hopper and Dotty J.		WD	IT OF EVE	CUTION		
Hopper, his wife			IT OF EXE GAGE FOR	ECLOSURE)		
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Commonwealth of Pennsylvania:			•			
County of Columbia:						
				J.		
TO THE SHERIFF OF Columb	1a	. COUNTY	, PENNSYL	VANIA .		
To satisfy the judgment, interest and cost in th following described property (specifically described	ne above matte property belo	er you are	directed to	evy upon and sell the		
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Amount Due	\$. 4	3,310.52	2			
Interest from	, <u>0</u>	ctober 2	<b>27, 1</b> 982			
Total	\$		Plus costs	<1 ·		
as endorsed.	L. L.	Foi	11/	] <del>, f</del>		
A Property of the second	04	Crothones Columbia	ry, Common County, Penna	Court of		
Dated Uchoolig coding the Scithin to be a	By:			<b>.</b>		
True Sept of the original writin this case. Justice the case with the case.				Deputy		
VICTOR B. VANDLING "	•					

Sheriff