

LAW OFFICES

*Purcell, Nissley, Krug & Haller*

1719 N. FRONT STREET  
HARRISBURG, PENNA. 17102  
(717) 234-4178

JOHN W. PURCELL  
JOSEPH NISSLEY  
HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL, JR.

HERSHEY OFFICE  
1135 E. CHOCOLATE AVE.  
HERSHEY, PA. 17033  
(717) 533-3836  
WEST SHORE OFFICE  
(717) 761-6034

March 30, 1982

Victor B. Vandling, Sheriff  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815

Re: Federal National Mortgage Association vs.  
Carl and Rose Smith  
No. 7 of 1982 E.D.

Dear Mr. Vandling:

Enclosed please find two Affidavits of Value with reference to the above case. Please be advised that the Grantee is Federal National Mortgage Association. If you have any questions, please give me a call.

Very truly yours,



Leon P. Haller

LPH:pah

Enclosures

CHIEF CLERK

1719 N. FRONT STREET

1719 N. FRONT STREET

1719 N. FRONT STREET

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

Carl W. Smith and Rose M. Smith (COMPLETE FOR ALL TRANSACTIONS)  
by SHERIFF OF COLUMBIA COUNTY Columbia County Courthouse  
Bloomsburg, PA 17815  
GRANTOR(S) ADDRESS ZIP CODE

Federal National Mortgage Association 510 Walnut St., Philadelphia, PA 19106  
GRANTEE(S) ADDRESS ZIP CODE

## LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. #3 Bloomsburg Main Township Columbia Co.  
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. \_\_\_\_\_

This is an exempt transfer to an agency of the United States  
Government.

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 Sheriff of Columbia County  
NAME ADDRESS 510 Walnut St.  
SUCCESSFUL BIDDER Federal National Mortgage Association, Philadelphia, PA  
NAME ADDRESS TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$
JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$ 7,000.00	
PRIOR RECORDED LIEN	\$ 13,759.38	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 13,759.38	\$ 7,000.00	\$

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

DAY OF

1982

JOHN R. WOLF, Notary Public

My Commission Expires

MY COMMISSION EXPIRES

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



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)

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Federal National Mortgage Association 510 Walnut St., Philadelphia, PA 19106  
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EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

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510 Walnut St.  
SUCCESSFUL BIDDER Federal National Mortgage Association, Philadelphia, PA  
NAME ADDRESS TITLE

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JUDGEMENT PLUS INTEREST	\$		
BID PRICE		\$ 7,000.00	
PRIOR RECORDED LIEN	\$ 13,759.38	\$	
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ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 13,759.38	\$ 7,000.00	\$

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS

DAY OF

1982

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

Carl W. Smith Sheriff Sale

\$ 77.60 - Press  
77.60 - Enterprise  
\$155.20 - Total

to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of beginning.

CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surveyor, dated March 7, 1973.

BEING known as R.D. 3. TAX PARCEL NO. 22-09-2.

BEING the same premises which Delmar Fairman, by Deed dated April 25, 1973, and recorded in the Columbia County Recorder of Deeds Office in Deed Book 261, Page 302, conveyed unto Carl W. Smith and Rose M. Smith.

SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on March 19, 1982, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Victor B Vandling  
Sheriff

Leon P Haller, Atty.  
Feb 24, Mar 3, 10 B

SHERIFF'S SALE

of Writ of Execution, 7 of 1982, out of the Court Non Pleas of Columbia County, directed there will be to public sale, by or outcry to best and best bid, for cash, in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., March 18, 1982  
At 2:00 o'clock p.m.

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

BEGINNING at a stake located on the southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence containing along the Southern right of way, North 74 degrees 45 minutes East 131 feet

...J.. Stephen Buckley....., being duly sworn, says that Berwick Enterprise is a newspaper of general circulation place of business in the Town of Berwick, County of Columbia and established on the 6th day of April, 1903, and has been published (Holidays) continuously in said Town, County and State since the hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on..... February 24, March 3, 10, ....., 19 82... e... that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise matter of said notice and advertisement, and that all of statement as to time, place, and character of publication are true

J. Stephen Buckley

Sworn and subscribed to before me this 10th day of March 19 82

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5179

PAY TO THE ORDER OF

Press-Enterprise, Inc.

One Hundred Fifty-five and 20/100

\$ 155.20

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Fed. Nat'l Mortgage Assn vs Smith  
Legal Ads  
No. 7 of 1982 E.D. 0031305936

Victor B. Vandling  
572 810 00 05

to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of beginning. CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surveyor, dated March 7, 1973. BEING known as R.D. 3. TAX PARCEL NO. 22-09-2.

**SHERIFF'S SALE**

By virtue of Writ of Execution No. 7 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, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., March 18, 1982  
At 2:00 o'clock p.m.

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

BEGINNING at a stake located on the southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence containing along the Southern right of way, North 74 degrees 45 minutes East 131 feet

BEING the same premises which Delmar Fairman, by Deed dated April 25, 1973, and recorded in the Columbia County Recorder of Deeds Office in Deed Book 261, Page 302, conveyed unto Carl W. Smith and Rose M. Smith.

SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on March 19, 1982, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Victor B Vandling  
Sheriff

Leon P Haller, Atty.  
Feb 24, Mar 3, 10

STATE OF PENNSYLVANIA }  
COUNTY OF COLUMBIA } SS:

...J... Stephen Buckley....., being duly sworn, says that Berwick Enterprise is a newspaper of general circulation place of business in the Town of Berwick, County of Columbia and established on the 6th day of April, 1903, and has been published (Holidays) continuously in said Town, County and State since the hereto attached is a copy of the legal notice or advertisement which appeared in the issue of said newspaper on ..... February 24, March 3, 10, ....., 1982... e; that the affiant is one of the owners and publishers of said newspaper or notice was published; that neither the affiant nor Berwick Enterprise matter of said notice and advertisement, and that all of statement as to time, place, and character of publication are true

*Stephen Buckley*

Sworn and subscribed to before me this *10th* day of *March* 19*82*

*Matthew J. Creme*  
(Notary Public)

My Commission Expires  
MATTHEW J. CREME, NOTARY PUBLIC  
BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES JULY 5, 1985  
Member, Pennsylvania Association of Notaries

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

**STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA**

**SS:**

...J...Stephen Buckley....., being duly sworn according to law that The Morning Press is a newspaper of general circulation with its principal office of business in the Town of Bloomsburg, County of Columbia and State of Pennsylvania (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..... February 24, March 3, 10, ....., 1982...exactly as printed and published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations in said statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 10th day of March

My Commission Expires  
MATTHEW J CREME NOTARY  
BLOOMSBURG COLUMBIA  
MY COMMISSION EXPIRES J  
Member Pennsylvania Association

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

**SHERIFF'S SALE**

By virtue of Writ of Execution No. 74 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, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., March 18, 1982  
At 2:00 o'clock p.m.

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

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CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surveyor, dated March 7, 1973.

BEING known as R.D. 3, TAX PARCEL NO. 22-09-2.

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Victor B Vandling  
Sheriff

Leon P Haller, Atty.  
Feb 24, Mar 3, 10



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

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

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

March 30, 1982

Audrey Bronson  
Tax Collector Main Twp.  
R. D. 3  
Bloomsburg, Pa. 17815

RE: Fed. Nat'l Mortgage Assoc.

vs

Carl W. & Rose M. Smith  
No. 7 of 1982 E.D.

Dear Ms. Bronson,

This memo is to notify you that the scheduled SHERIFF'S SALE  
in the captioned case was held March 18, 1982.

Copies of tax notices requested and forwarded to this office  
by you are being returned. Monies collected are being forwarded \$34.22

Property purchased by Federal National Mortgage Association.

Thank you for your cooperation in this matter.

Very truly yours,

*A. J. Zale*  
A. J. Zale for  
Victor B. Vandling

NOTE: Writ of Execution does not provide address for Plaintiff. However  
Atty. Leon P. Haller, Law Offices of Purcell, Missley, Krug & Haller,  
1719 N. Front Street, Harrisburg, Pa. 17102 did bring the action in  
behalf of Federal National Mortgage Association. Also Atty. Alvin J.  
Luschas, Bloomsburg, Pa. represented this law firm at time of sale.  
This information is provided for your information and guidance should  
the need exist for future tax notices.

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

5233



Bloomington Bank-Columbia Trust Co.  
Bloomington, Pa.

PAY TO THE ORDER OF Victor B. Vandling  
Thirty-Four and 22/100 \$ 34.22  
DOLLARS

FOR No. 7 of 82 ED Fed. Nat'l Mt. Assn  
vs. Smith

@:0313059361

Victor B. Vandling  
572 W 810th St  
05

**TAX NOTICE**

MAKE CHECKS PAYABLE TO:  
AUDREY GORNSON.

1111  
BLOOMSBURG, PA. 17815

HOURS AT HOME, WED. 7 TO 9PM  
MUNICIPAL BLDG, MON. 6 TO 7PM  
OFFICE SEPT 1, BY APPOINTMENT  
PHONE 784-3428

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

FOR COLUMBIA COUNTY

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT DUE	INCL. PENALTY
COUNTY R.E.	1940	18.00	34.22		34.22	50.41

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

PAY THIS AMOUNT →

MAY 1  
IF PAID  
BEFORE

JULY 1  
IF PAID  
BEFORE

JUN 30  
IF PAID  
AFTER

PROPERTY & PROPERTY DESCRIPTION

COUNTY 102

ACCT NO. 10715

PARCEL 22-09-2-2

THIS TAX RETURNED  
TO COURT HOUSE  
JANUARY 20, 1953

L-71 AC

51111165

THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT

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

TOTAL

1,940



March 30, 1982

Leon P. Haller, Esq.  
Purcell, Nissley, Krug & Haller  
1719 N. Front Street  
Harrisburg, Pennsylvania 17102

Dear Mr. Haller,

Reverse side of this memo is a copy of the Schedule of Distribution filed earlier and made this date. Please note that expenses incurred amounted to \$379.61. Thus a check payable to you, this date, is enclosed in the amount of \$120.39 as a refund of the unused advance cost deposit of \$500.00 received at time writ of execution was received.

Enclosed also is a copy of the 1981 Columbia County taxes paid for this property. There were no taxes due to December 31, 1981. I was expecting to receive Realty Transfer Tax Affidavit of Value Form from your office relative to this sale. However this never materialized and therefore a copy of that which was submitted to the Recorder of Deeds, filed with the DEED, is enclosed.

We trust the service provided in this matter was satisfactory.

Very truly yours,

*A. J. Zale*  
A. J. Zale for  
Victor B. Vandling,  
Sheriff, Col. Co.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

5234

DAY  
TO THE  
ORDER OF

MARCH 30 1982

60-593  
313

Leon P. Haller, Esq.

One Hundred Twenty and 39/100

\$ 120.39

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR Fed. Nat'l Mortgage Assoc. vs Smith  
Refund Unused Advance monies  
No. 7 of 1982 C.D.

031305936

Victor B. Vandling  
572810000 05

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 18th day of March 19 82, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Federal National Mortgage Association

for the price or sum of Seven Thousand and 00/100 (\$7000.00) plus Fifty and 00/100 (\$50.00) Poundage ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Col. Co. Sheriff's Dept.:	Sale Cost	\$ 83.19	
	Poundage	50.00	
			\$ 133.19
Press-Enterprise, Inc.			155.20
Henrie Printing			30.00
Prothonotary of Columbia County			13.00
Recorder of Deeds of Columbia County			14.00
Audrey Bronson, Tax Collector, Main Twp.			34.22

Federal National Mortgage Assoc.

vs.

Carl W. Smith and Rose M. Smith

No. 1711 of 1981 J.D.

No. 7 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
19 March 1982

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff

Federal Nat'l Mortgage Assn vs Carl W. Smith &amp; Rose M. Smith

THURSDAY, March 18, 1982NO. 7 of 1982 E.D.

## WRIT OF EXECUTION:

Judgement --- Principal  
~~Insurance~~ / Atty. Fee\$ 11,943.06

TOTAL

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

655.21

Esc row Deficit

740.69Interest from 7-1-81 to 3-18-82  
261 days @ \$ 2.58 per day673.38

Total.....

14,012.34\$ 14,012.34

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

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

25.0047.756.00

Total.....

78.75\$ 78.75~~XXXXXXXXXXXX~~~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

Total.....

14,091.09\$ 14,091.09

## SHERIFF'S COST OF SALE:

Docket &amp; Levy

Service of Notice

Postage

Posting of Sale Bills (Bldg., Office, Lobby etc.)

Advertising, Sale Bills

Advertising, Newspapers

Mileage

Crying/Adjourn of Sale

Poundage (2% 1st \$1000 plus 1/2% each \$ thereafter)

Sheriff's Deed (executing &amp; registering)

10.755.002.4415.555.002.0014.005.0020.00

Total.....

53.19\$ 53.19

Morning Press (Ads)

Berwick Enterprise (Ads)

Henrie Printing

Finance Charges

77.6077.6030.00

Total.....

185.20\$ 185.20

Prothonotary - List of Liens

Deed

10.003.00

Total.....

13.00\$ 13.00

Recorder of Columbia Co.

Deed, Search, Affidavit

State Stamps

Realty Transfer Stamps

24.00

Total.....

24.00\$ 24.00

## REAL ESTATE TAXES:

Borough/Township & County Taxes, 19 82

School Taxes, District \_\_\_\_\_, 19 \_\_\_\_\_

Parcel #1

Parcel #2

Parcel #3

Parcel #4

34.22

Total.....

34.22\$ 34.22

## SEWERAGE RENT DUE:

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

TOTAL TAXES & COSTS \$ 329.61

## 1475

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.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON March  
25/82, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S  
OFFICE, ON THAT DAY 3/25/82, ONE WEEK FROM TODAY.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on 5/27/82 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.

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 14,420.70, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 17,420.70, WHICHEVER IS HIGHER.

BUYER \_\_\_\_\_

PRICE

POUNDAGE 50.00

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

REALTY TRANSFER TAX \_\_\_\_\_

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



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
 RESIDENCE 717-752-5765

A. J. Zale

~~RAYMOND VACHMOWSKI, JR.~~

CHIEF DEPUTY

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

February 17, 1982

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

SERVICE ON CARL W. SMITH

On February 12, 1982, sent a true and attested copy of the  
 within Writ of Execution and a true copy of the Notice of Sheriff's Sale  
 of Real Estate to Carl W. Smith, R.D. 3, Bloomsburg, Pa.  
by Certified Mail, Return Receipt Requested No.  
P16 6236778. Said Carl W. Smith received  
 same on February 16, 1982 per signature of Carl W. Smith  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P16 6236778  
is attached.

So Answers:

A. J. Zale  
 Chief Deputy Sheriff

For:

Victor B. Vandling  
 Sheriff Columbia County

Sworn and subscribed before me  
 this 17th day of February 1982.

Frederick J. Peterson,  
 Prothonotary, Columbia County, Penna.



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

**VICTOR B. VANDLING**

SHERIFF

TEL.: BUSINESS 717-784-5551  
RESIDENCE 717-752-5765

February 22, 1982

A. J. Zale

~~RAYMOND W. WILKINS, JR.~~

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. 7 of 1982 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON ROSE M. SMITH

On February 12, 1982, sent a true and attested copy of the  
within Writ of Execution and a true copy of the Notice of Sheriff's Sale  
of Real Estate to Rose M. Smith, R.D. 3, Bloomsburg, Pa.  
by Certified Mail, Return Receipt Requested No.  
P16 6236779. Said Rose M. Smith's Certified Mail was returned  
by postal authorities for reason addressee to be DECEASED  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P16 6236779  
is attached.

So Answers:

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 22nd day of February 1982

Frederick J. Peterson,  
Prothonotary, Columbia County, Penna.



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

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

February 16, 1982

A. J. ZALE, Chief Deputy

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

Federal Nat'l Mortg.

VS

Carl & Rose Smith

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 7 of 1982 ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 12, 1982 at 11:00 A.M. \_\_\_\_\_, posted a copy of the SHERIFF'S  
SALE bill on the property of Carl & Rose Smith at their residence  
R.D.#3, Bloomsburg, Penna.  
Columbia County, Pennsylvania. Said posting performed by Columbia County Deputy  
Sheriff Lee F. Mensinger

So Answers:

[Signature]  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
12th day of February, 1982.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

LAW OFFICES

*Purcell, Nissley, Krug & Haller*

1719 N. FRONT STREET  
HARRISBURG, PENNA. 17102  
(717) 234-4178

JOHN W. PURCELL  
JOSEPH NISSLEY  
HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL, JR.

HERSHEY OFFICE  
1135 E. CHOCOLATE AVE.  
HERSHEY, PA. 17033  
(717) 633-3836  
WEST SHORE OFFICE  
(717) 761-6034

January 28, 1982

A. J. Zale, Chief Deputy Sheriff  
Columbia County Court House  
Bloomsburg, Pennsylvania 17815

Re: Federal National Mortgage Association vs.  
Carl W. and Rose M. Smith  
No. 7 of 1982 E.D.

Dear Mr. Zale:

Enclosed please find my signed waiver of watchman with  
reference to the above case as well as the Sheriff's Sale  
Notice. Please be advised that the Notice is sufficient.

Thank you for your cooperation.

Very truly yours,

*Leon P. Haller*  
Leon P. Haller

LPH:pah

Enclosures

CHIEF DEPUTY

SHERIFF

JAN 29 9 49 AM '82

CLERK OF SHERRIFF  
CO. OF BIA COUNTY



Federal National Mortgage Assoc.

PLAINTIFF

No. 7 of Term 1982 E.D.

V.S.

Carl W. Smith and Rose M. Smith

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the ~~personal~~ <sup>Real</sup> property of the defendant on the premises located at

Main Township, Columbia County, Pa. bounded and described on EXHIBIT "A"

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

Make	Model	Motor Number	Serial Number	License Number
------	-------	--------------	---------------	----------------

which vehicle may be located at \_\_\_\_\_

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

CHIEF DEPUTY

SHERIFF

JAN 29 9 49 AM '82

CLERK OF COURT

Lee P. Haller  
Attorney for Plaintiff

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION NO. 7 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, MARCH 18, 1982

At 2:00 o'clock P.M.

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

BEGINNING at a stake located on the Southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence continuing along the Southern right of way, North 74 degrees 45 minutes East 131 feet to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of BEGINNING.

CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surveyor, dated March 7, 1973.

BEING known as R.D. #3.

TAX PARCEL NO. 22-09-2-2.

BEING the same premises which Delmar Fairman, by Deed dated April 25, 1973 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 261, Page 302, conveyed unto Carl W. Smith and Rose M. Smith.

SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on March 19, 1982, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Leon P. Haller, Attorney

CHIEF DEPUTY

VICTOR B. VANDLING, Sheriff

SHERIFF

JAN 27 1982

OFF OF SHERIFF



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

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

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

January 27, 1982

Leon P. Haller  
Attorney at Law  
Purcell, Nissley, Krug & Haller  
1719 N. Front Street  
Harrisburg, Pa. 17102

Re: Federal National Mortgage Assoc.  
vs.  
Carl W. and Rose M. Smith  
No. 7 of 1982 E. D.

Dear Mr. Haller,

This department has received the Writ of Execution in the captioned case. However prior to providing service it will be necessary for you to review, sign and return the enclosures.

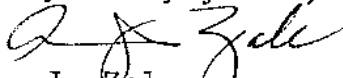
Please note item 1 is a release of this department from responsibility of not placing a watchman or insurance on the real estate property to be sold.

Item 2 is a copy of the Sheriff's Sale bill to be provided the printer and newspapers for preparation/posting and legal advertising. Please note that recital does not include name of party bringing forth suit, although you may not deem it necessary.

It is requested these items be returned promptly, otherwise it may be necessary to change the sale date as this office does not control the time needed for printer's preparation.

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

Very truly yours,

  
A. J. Zale,  
Chief Deputy Sheriff

AJZ:ldm  
Enclosures

LAW OFFICES

*Purcell, Nissley, Krug & Haller*

1719 N. FRONT STREET  
HARRISBURG, PENNA. 17102  
(717) 234-4178

JOHN W. PURCELL  
JOSEPH NISSLEY  
HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL, JR.

HERSHEY OFFICE  
1135 E. CHOCOLATE AVE.  
HERSHEY, PA. 17033  
(717) 533-3836  
WEST SHORE OFFICE  
(717) 761-6034

January 21, 1982

Prothonotary  
Columbia County Courthouse  
Bloomsburg, Pennsylvania 17815

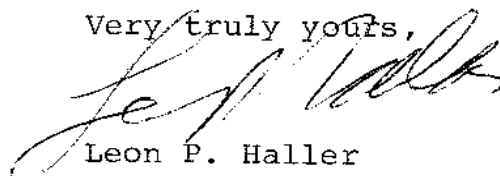
Re: Federal National Mortgage Association vs.  
Carl W. and Rose M. Smith  
No. 1711 - 1981

Dear Sir:

Enclosed please find a Praecipe for Default Judgment, Notices of Entry of Judgment to the Defendant, Praecipe for Writ of Execution, Plaintiff's Affidavit to Accompany Writ of Execution, and Notices of Sale of Real Estate Under Fa.R.C.P. 3129 with reference to the above case. Also enclosed is my check in the sum of \$16.00 for filing the Writ and Judgment.

After filing, please forward the necessary copies to the Sheriff, together with the enclosed check in the amount of \$500.00 for advanced costs.

Very truly yours,



Leon P. Haller

LPH:pah

Enclosures

PURCELL, NISSLEY, KRUG & HALLER  
LEON P. HALLER, ESQUIRE

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

BEGINNING at a stake located on the Southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence continuing along the Southern right of way, North 74 degrees 45 minutes East 131 feet to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of BEGINNING.

CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surbeyor, dated March 7, 1973.

BEING known as R.D. #3.

TAX PARCEL NO. 22-09-2-2.

BEING the same premises which Delmar Fairman, by Deed dated April 25, 1973 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 261, Page 302, conveyed unto Carl W. Smith and Rose M. Smith.

SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION NO. 7 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, MARCH 18, 1982

At 2:00 o'clock P.M.

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

BEGINNING at a stake located on the Southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence continuing along the Southern right of way, North 74 degrees 45 minutes East 131 feet to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of BEGINNING.

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NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on March 19, 1982, file a schedule of distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Leon P. Haller, Attorney

VICTOR B. VANDLING, Sheriff

2/1/82

COPIES TO:

Henrie Printing.

P-F, Legal Ads, Wed., Feb 24, Mar 3 & 10, 1982. Affidavits please.

Audrey Bronson, Tax Collector, Main Twp.



## 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)

 Carl W. Smith and Rose M. Smith, by the Sheriff of Columbia County  
 GRANTOR (S) ADDRESS ZIP CODE

Federal National Mortgage Association

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R. D. # 3, Bloomsburg

Main Township

Columbia

R.D. STREET &amp; NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 7000.00 HIGHEST ASSESSED VALUE \$ 1940.00

FAIR MARKET VALUE \$ 5830.00 REALTY TRANSFER TAX PAID \$ None

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

 This is a tax exempt transfer to an agency of the United  
 State of America

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

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

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ DISPOSITION

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ DISPOSITION

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Col. Co. Courthouse - Sheriff

SUCCESSFUL BIDDER Federal National Mortgage Association

NAME

ADDRESS

TITLE

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1940.00
JUDGEMENT PLUS INTEREST	\$ 13,357.13		
BID PRICE		\$ 7000.00	
PRIOR RECORDED LIEN	\$ ---	\$	
PRIOR RECORDED MORTGAGE	\$ ---	\$	
PRIOR RECORDED MORTGAGE	\$ ---	\$	
UNPAID REAL ESTATE TAXES	\$ 34.22	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$ 655.21	\$	
OTHER (COSTS, ETC.)	\$ 374.14	\$	
TOTAL	\$ 14,420.70	\$ 7000.00	\$ 1940.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

 SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_  
 DAY OF \_\_\_\_\_ 19\_\_\_\_

NOTARY PUBLIC

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

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

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

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 18th day of March 19 82, at 2:00 o'clock P. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to Federal National Mortgage Association

for the price or sum of Seven Thousand and 00/100 (\$7000.00) plus Fifty and 00/100 (\$50.00) Poundage-----Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Col. Co. Sheriff's Dept.:	Sale Cost	\$ 83.19	
	Poundage	50.00	
			\$ 133.19
Press-Enterprise, Inc.			155.20
Henrie Printing			30.00
Prothonotary of Columbia County			13.00
Recorder of Deeds of Columbia County			14.00
Audrey Bronson, Tax Collector, Main Twp.			34.22

Federal National Mortgage Assoc.

vs.

Carl W. Smith and Rose M. Smith

No. 1711 of 1981 J.D.

No. 7 of 1982 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
19 March 1982

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff



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

Federal National Mortgage Assoc.

vs

Carl W. Smith and Rose M. Smith

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 7 Term 19 82 E.D.

No. Term 19 A.D.

No. 1711 Term 19 81 J.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA

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

Amount Due	Escrow deficit	\$ 11,943.06
		\$ 740.69
Interest from	7/1/81 to at \$2.58 per day	
Atty. Comm. 5%		\$ 655.21
	Total	\$ Plus costs

as endorsed.

Dated January 25, 1982  
(SEAL)

By:

*[Signature]*  
Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Deputy

PURCELL, NISSLEY, KRUG & HALLER  
LEON P. HALLER, ESQUIRE

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

BEGINNING at a stake located on the Southern side of Route No. 242 leading from Mainville to Mifflinville; thence along the Southern right of way, North 72 degrees East 217 feet to a stake; thence continuing along the Southern right of way, North 74 degrees 45 minutes East 131 feet to an iron pin; thence along other land of Delmar Fairman, South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream, South 74 degrees West 140 feet to a point; thence along the center of a private road, North 19 degrees West 323 feet to a stake, the place of BEGINNING.

CONTAINING a two story frame dwelling, according to a survey prepared by James H. Patton, Registered Surbeyor, dated March 7, 1973.

BEING known as R.D. #3.  
TAX PARCEL NO. 22-09-2-2.

BEING the same premises which Delmar Fairman, by Deed dated April 25, 1973 and recorded in the Columbia County Recorder of Deeds Office in Deed Book 261, Page 302, conveyed unto Carl W. Smith and Rose M. Smith.

SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	
CARL W. SMITH and	:	NO. 1711 - 1981
ROSE M. SMITH,	:	
Defendants	:	IN MORTGAGE FORECLOSURE

NOTICE OF SALE OF REAL ESTATE  
UNDER PA.R.C.P. 3129

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF DAUPHIN ) SS:

LEON P. HALLER, Attorney for Federal National Mortgage Association, Plaintiff in the above captioned action, being first duly sworn says:

1. The premises which is the subject of this action is known as R.D. #3, Bloomsburg, situated in Main Township, Columbia County, Pennsylvania. A complete description is in Exhibit "A", which is attached hereto and made a part hereof.

2. The improvements situate on the premises consist of a two-story frame dwelling.

3. The Judgment of the Court on which this sale is being held is entered to No. 1711 - 1981.

4. The names of the owners are Carl W. Smith and Rose M. Smith whose last known address is R.D. #3, Bloomsburg, Pennsylvania 17815.

5. The time and place of the Sheriff's Sale is: 2:00  
1982  
P. M., on the 18th day of March , 1982 , in the Sheriff's Office,  
Courthouse of Columbia County, Pennsylvania.

6. If you have any questions concerning this Notice,  
you should contact any attorney. If you cannot afford an attorney,  
you should contact:

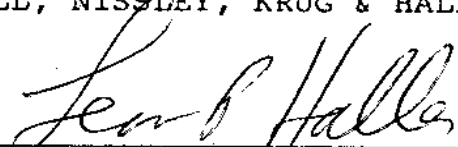
Pennsylvania Lawyer Referral Service  
100 South Street  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

NOTICE OF SCHEDULE OF DISTRIBUTION

7. A Schedule of Distribution will be filed by the  
Sheriff on a date specified by the Sheriff not later than thirty  
(30) days after the Sheriff's Sale, and that distribution will  
be made in accordance with the Schedule unless Exceptions are  
filed thereto within ten (10) days thereafter.

PURCELL, NISSLEY, KRUG & HALLER

BY

  
Leon P. Haller  
Attorney for Plaintiff

Sworn and subscribed

to before me this 21<sup>st</sup>

day of January, 1982

  
Notary Public

(SEAL) Janet R. Wolfe, NOTARY PUBLIC  
My Comm. Expires Sept. 4, 1985  
Harrisburg, PA Dauphin County

PURCELL, NISSLEY, KRUG & HALLER  
LEON P. HALLER, ESQUIRE

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

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SEIZED in execution as the property of Carl W. Smith and Rose M. Smith under Judgment No. 1171 1981 in Columbia County.

FEDERAL NATIONAL MORTGAGE ASSOCIATION,	:	IN THE COURT OF COMMON PLEAS OF
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
vs.	:	
CARL W. SMITH and	:	CIVIL ACTION - LAW
ROSE M. SMITH,	:	
Defendants	:	NO. 1711 - 1981
	:	
	:	IN MORTGAGE FORECLOSURE

PLAINTIFF'S AFFIDAVIT TO  
ACCOMPANY WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF DAUPHIN ) SS:

Personally appeared before me, a Notary Public in and for said Commonwealth and County, LEON P. HALLER, ESQUIRE, who, being duly sworn according to law, doth depose and say that he is the agent and attorney for Federal National Mortgage Association, the Plaintiff in the above captioned action, and that as such agent is duly authorized to make this Affidavit on Plaintiff's behalf; and avers as follows:

1. That the correct address of the premises which is the subject of this Mortgage Foreclosure proceeding is known as R.D. #3, Main Township, Columbia County, Pennsylvania.

2. That he has made a good faith investigation as to the whereabouts of the Defendants and/or Owners, including


but not limited to an investigation of records of the United States Postal Service, the Taxing Authorities of the County of Columbia and the Township of Main and the Telephone Directory ~~of the~~ containing Bloomsburg exchanges and after such investigation he avers:

(a) That to the best of his knowledge, information and belief, the names and last known address of the Owners of said premises are Carl W. Smith and Rose M. Smith, R.D. #3, Bloomsburg, Pennsylvania 17815.

(b) That to the best of his knowledge, information and belief, the names and last known address of the Defendants in the Judgment in the above captioned matter are Carl W. Smith and Rose M. Smith, R.D. #3, Bloomsburg, Pennsylvania 17815.

PURCELL, NISSLEY, KRUG & HALLER

By:



LEON P. HALLER  
Attorney for Plaintiff

Sworn and subscribed

to before me this 21<sup>st</sup>  
day of January 1982

  
Notary Public

My Commission expires:

Janet R. Wollo, Notary Public  
My C. expires Sept. 4, 1985  
Bloomsburg, PA

LIST OF LIENS

VERSUS

CARL W. SMITH AND ROSE M. SMITH

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth of Pennsylvania

Dept. of Public Welfare

versus

Carl W. Smith

No. 545 of Term, 19 81  
Real Debt ||\$ 5,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 4-16-81  
Date of Lien  
Nature of Lien Reimbursement Agreement

Leroy Stout

versus

Carl Wayne Smith

No. 1386 of Term, 19 81  
Real Debt ||\$ 600.00  
Interest from 9-2-81 ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien 9-22-81  
Nature of Lien ~~xxxxxxx~~ Transcript of Judgment

Federal Nat'l. Mortgage Assoc.

versus

Carl W. & Rose M. Smith

No. 1711 of Term, 19 81  
Real Debt ||\$ 13,759.38  
Interest from 12-1-81 ||  
Commission ||  
Costs ||  
Judgment entered 1-25-82  
Date of Lien 12-1-81  
Nature of Lien Default Judgment

versus

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

versus

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





State of Pennsylvania }  
County of Columbia } ss.

BEVERLY J. MICHAEL, ACTING

I, ~~Frank B. Smith~~, 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

Carl W. Smith and Rose M. Smith, His Wife,

and find as follows:

See Photostatic Copies attached.

Fee \$5.00.....

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

*Beverly J. Michael* acting  
.....RECORDER

# MORTGAGE

L & N # 09-37-58739

THIS MORTGAGE is made this 25th day of April, 19 73,  
between the Mortgagor, CARL W. SMITH and ROSE H., his wife

(herein "Borrower"),  
and the Mortgagee, THE LOHAS & NETTLETON COMPANY, a corporation  
organized and existing under the laws of the State of Connecticut, whose address is  
175 Orange Street, New Haven, Connecticut (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FOURTEEN THOUSAND  
Dollars, which indebtedness is evidenced by Borrower's note  
of even date herewith (herein "Note"), providing for monthly installments of principal and interest, with  
the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1973;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon,  
the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security  
of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and  
(b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to  
paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender  
the following described property located in the County of Columbia, State  
of Pennsylvania:

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

BEGINNING at a stake located on the Southern side of Route No. 242 leading from Mainville  
to Hiffillville; thence along the Southern right of way, North 72 degrees East 217  
feet to a stake; thence continuing along the Southern right of way, North 74 degrees  
45 minutes East 131 feet to an iron pin; thence along other land of Delmar Fairman,  
South 9 degrees 15 minutes East 232 feet to a stake; thence along the center of a stream,  
South 74 degrees West 140 feet to a point; thence along the center of a private road,  
North 19 degrees West 323 feet to a stake, the place of BEGINNING.

CONTAINING a two story frame dwelling, according to a survey prepared by James H.  
Patton, Registered Surveyor, dated March 7, 1973.

BEING known as R. D. #3

BEING the same premises which Delmar Fairman and spouse, if any, by Indenture bearing date  
the 25th day of April A.D., 1973, and intended to be forthwith recorded at  
Bloomsburg, granted and conveyed unto Carl W. Smith and Rose H., his wife, as tenants  
by entireties.

THIS MORTGAGE IS intended to be a purchase money Mortgage under the provisions of the  
Lien Priority Law as amended.

AND

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and  
all fixtures now or hereafter attached to the property, all of which, including replacements and additions  
thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the fore-  
going, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein  
referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to  
mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant  
and defend generally the title to the Property against all claims and demands, subject to any easement and  
restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest  
in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest  
on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the princi-  
pal of and interest of any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower  
shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until

PENNSYLVANIA

200-003 3701

BOOK 165 PAGE 880  
880

the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach a priority over this Mortgage, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Mortgage is on a leasehold. If this Mortgage is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the

Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest to Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall insure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 17 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided in this Mortgage shall be deemed to have been given to Borrower when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or in Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Mortgage at the time of execution or after recordation hereof.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, attorney's fees of 5% of the sums secured by this Mortgage, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note

and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Future Advances. Upon request of Borrower, Lender, at Lender's option, prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

21. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

22. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Cleveland C. Hummel Carl W. Smith  
CARL W. SMITH - Borrower  
Rose M. Smith  
ROSE M. SMITH - Borrower  
R. D. #3

Bloomsburg, Pennsylvania  
Property Address

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 25th day of April, 1973, before me, the undersigned officer, personally appeared Carl W. Smith & Rose M. Smith known to me (or satisfactorily proven) to be the person Carl whose name subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Cleveland C. Hummel  
Title of Officer  
CLEVELAND C. HUMMEL, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires August 20, 1974

Recorded in the Office of the Recorder of Deeds & Co., in and for Columbia County  
In Book No. 165 at page 883  
26 day of April A.D. 1973 at 10:52 PM.  
Witness my hand and seal of office

John Q. Timbrell

REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$5.00 FEE 5.00  
APR 26 10 52 AM '73

BOOK 165 PAGE 883

See Assignment of Mtg in Mtg Bk 173. Pg 816

THIS MORTGAGE, made the 27th day of January, 1975 between Carl W. Smith Sr. residing at RD # 3, Bloomsburg, Pa. Columbia County, Pennsylvania of the one part (hereinafter called the Mortgagor), and Brocca Construction Co., Inc. of Wyoming, Pa. (Contractor's address) of the other part (hereinafter called the Mortgagee).

WHEREAS, the said Mortgagor, as Buyer, has purchased certain goods and/or services from the Mortgagee as Contractor under a Home Improvement Installment Contract ("Installment Contract") dated January 27th, 1975 with the Mortgagor's indebtedness thereunder (referred to hereunder as "Total of Payments") being \$7650.00 evidenced by a promissory note ("Note") dated January 27, 1975, payable to the order of the Mortgagee at the offices of the Gramatan Company (Division of Home Investors Trust) at P.O. Box 458, Bronxville, New York 10708 in 120 consecutive monthly installments of \$ 63.75 each, commencing April 3rd, 1975, and continuing monthly thereafter together with delinquency and collection charges, if any.

NOW THIS INDENTURE WITNESSETH, for the securing of the payment and performance by the Mortgagor of the Note and the Installment Contract and the performance of the covenants herein contained and to induce the Mortgagee to enter into the Installment Contract with the Mortgagor and for other good and valuable consideration, receipt of which is hereby acknowledged, the Mortgagor does hereby grant and convey unto the Mortgagee:

Deed dated and recorded 3/2/73 in Book 261, page 302, known as RD # 3, Bloomsburg, Pa., being situate in Main township;

TOGETHER with all and singular the buildings, ways, waters, water courses, easements, rights, franchises, privileges, improvements, hereditaments and appurtenances whatsoever, thereto belonging or in any wise subsisting, and the revenues and emoluments, rents, issues, and profits thereof; And also together with all and singular the fixtures, appliances, property and equipment now or hereafter situated on or affixed to the premises.

TO HAVE AND TO HOLD the said lots, premises or pieces of ground, together with all and singular the buildings and other improvements, fixtures, equipment, and property as aforesaid, and hereditaments hereby granted, or mentioned and intended as to be, with the appurtenances, as aforesaid, unto the said Mortgagee, its successors and assigns, to and for the proper use and behoof of the said Mortgagee, its successors and assigns forever.

PROVIDED ALWAYS, AND THIS INSTRUMENT IS UPON THE EXPRESS CONDITION THAT, if Mortgagee pays to Mortgagor the principal sum mentioned in the Note and Installment Contract, and all other sums payable by Mortgagor to Mortgagee, which are secured hereby, in accordance with the provisions of the Note, this agreement, conditions, covenants, provisions and stipulations contained herein and in the Note and Installment Contract, then this Mortgage and the estate hereby granted shall cease and become void.

Mortgagee hereby covenants with the Mortgagee that:

1. The Mortgagee shall keep the buildings on the premises insured against fire for the benefit of the Mortgagee and shall reimburse the Mortgagee for any insurance premiums paid by the Mortgagee upon the Mortgagee's default in so insuring the buildings. Mortgagee may, as its separate attorney for and without joinder by Mortgagor, make, make and receive all insurance payments not in excess of the unpaid indebtedness hereunder, or any payments pursuant to condemnation proceedings, which payments the Mortgagee may apply in this indebtedness; and
2. The Mortgagee shall pay, when due, all water rents, sewer rents, taxes and other charges and claims which may become a lien on the premises, and in default thereof, Mortgagee may pay the same; and
3. The Mortgagee shall not alter, remove or demolish any building on the premises without the Mortgagee's consent; and
4. The Mortgagee shall comply with and fulfill all of the obligations and conditions of any ground rent, prior lien, encumbrance or mortgage on the premises and in default thereof, the Mortgagee may pay the same; and
5. If the Mortgagee makes any payment hereunder on behalf of the Mortgagee, the same shall be repaid to the Mortgagee on demand with interest thereon at the legal rate and the same shall be added to the mortgage indebtedness and to be secured by this mortgage; and
6. The Mortgagee shall have the right to enter upon the premises and to inspect the same at reasonable times.

PROVIDED HOWEVER, that if any one or more of the payments hereby provided for is not paid in full, or if the Mortgagee defaults in payment or performance of any one or more of the obligations contained herein or in the Note or Installment Contract; or if the premises are sold or conveyed by Mortgagee; then the entire unpaid balance of the principal sum and all other sums owing to the Mortgagee, including all collection and delinquency charges, shall, at the option of the Mortgagee and without notice, become immediately due and payable.

And in the event of any such default Mortgagee shall be forthwith entitled to file and cause to be issued a Complaint or Complaints in Mortgage Foreclosure, and proceed thereon to judgments and executions, for the recovery of all monies hereby secured, and with full release of all errors. And Mortgagee hereby waives and releases any benefit or advantage of any stay or selling aside of execution or other process, of all laws and rules now in force, or that may be enacted, adopted, or promulgated, extending property, either real or personal, or the proceeds thereof, from levy and sale under any execution that may be issued for the collection of any judgment that may be obtained upon this Mortgage.

The granting of an extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or the Note on the part of the Mortgagee is performed, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or the Note or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

IF THIS INSTRUMENT is executed by more than one person as Mortgagee, the authorizations, obligations, responsibilities, liabilities and waivers of each shall be joint and several. Wherever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the words "Mortgagor" and "Mortgagee" wherever used, shall include their heirs, executors, administrators, successors, vendors or assigns.

IN WITNESS WHEREOF, the Mortgagor has signed these presents under seal the day and year first above written.

Carl W. Smith Sr. (seal)  
//Carl W. Smith Sr.// (seal)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Luzerne

ON THIS, the 27th day of January, 1975, before me, a notary public for the said Luzerne County, personally appeared Carl W. Smith Sr. known to me (or known to me by the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Man A. [Signature]  
My Commission Expires February 8, 1978  
NOTARY PUBLIC  
Wyoming, Luzerne County, Pa.

I certify that the address of the Mortgagee above-named is correct.

[Signature]  
Agent for Mortgagee  
PA. BOOK 173 PAGE 814

# ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

at in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, paid at the time of execution by Home Investors Trust with its place of business at 85 Pondfield Road, Bronxville, New York 10708 ("Assignor") does hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee and its assigns the indenture of mortgage given and executed by

Also the Note in the said mortgage recited, and all monies, and principal and interest, and delinquency and collection charges, if any, due and to grow due thereon, together with all rights, remedies and incidents thereunto belonging, and all right, title, interest, property, claim and demand, in and to the same.

To have and to hold, receive and take, all and singular the hereditaments and premises hereby granted and assigned, or mentioned or intended so to be, with the appurtenances unto Assignee and assigns, to and for its own proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption to the mortgagor in the said indenture of mortgage named and his assigns therein.

And the Assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of \$

IN WITNESS WHEREOF, the Assignor to these presents sets its hand and seal the day of in the year of our Lord 19

I hereby certify that the address of the Assignee above-named is correct.

Agent for Assignee

*Brocca Construction Co. Inc.*  
Name of Contractor  
By: *J. P. Brocca, President*  
(Name of officer or position)

## ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF PENNSYLVANIA  
COUNTY OF

On this the day of 19 before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared, and known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she) (they) executed the same for the purposes therein contained.

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

My Commission Expires Notary Public

## ACKNOWLEDGEMENT BY PARTNERSHIP

STATE OF PENNSYLVANIA  
COUNTY OF

On this the day of 19 before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared, who acknowledged himself to be a general partner of the firm of, a partnership and that he, as general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

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

My Commission Expires Notary Public

## ACKNOWLEDGEMENT BY CORPORATION

STATE OF PENNSYLVANIA  
COUNTY OF

On this the day of January 19 before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared, who acknowledged himself to be the authorized officer and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself.

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

My Commission Expires Notary Public

# 102

MORTGAGE

TO Carl W. Smith Sr.  
Brocca Construction Co  
Inc.

ASSIGNMENT OF MORTGAGE

TO HOME INVESTORS TRUST

RECORDED, in the office for recording of deeds in and for in Mortgage Book No 173 page 814 &c

WITNESS my hand and seal of Office this 11th day of March Anno Domini 1975 2:55 p.m.

*Deputy Recorder*  
Deputy Recorder

Record and Return to:

The Gramatan Company  
(Div. of Home Investors Trust)

P.O. Box 458

Bronxville, N.Y. 10708

3019



# ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Brocca Construction Co Inc. with its place of business at Wyoming, Pa. ("Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, paid at the time of execution by Home Investors Trust with its place of business at 85 Pondfield Road, Bronxville, New York 10708 ("Assignee") does hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee, and its assigns the indenture of mortgage given and executed by Carl W. Smith Sr.

Also the Note in the said mortgage recited, and all monies, and principal and interest, and delinquency and collection charges, if any, due and to grow due thereon, together with all rights, remedies and incidents thereunto belonging, and all right, title, interest, property, claim and demand, in and to the same.

To have and to hold, receive and take, all and singular the hereditaments and premises hereby granted and assigned, or mentioned or intended so to be, with the appurtenances unto Assignee and assigns, to and for its own proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption to the mortgagor in the said indenture of mortgage named and his assigns therein.

And the Assignor covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of \$ 7,650.00

IN WITNESS WHEREOF, the Assignor to these presents sets its hand and seal the 27th day of January in the year of our Lord 19 75.

I hereby certify that the address of the Assignee above-named is correct.

May L. Brown  
Agent for Assignee

Brocca Construction Co Inc.  
Name of Contractor  
By: J. L. Brown  
(Name of officer or position)

## ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF PENNSYLVANIA  
COUNTY OF

On this the 27th day of January, 19 75, before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared Carl W. Smith Sr. and known to me (or satisfactorily proven) to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged that he (she) (they) executed the same for the purposes therein contained.

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

My Commission Expires February 9, 1978 Notary Public

## ACKNOWLEDGEMENT BY PARTNERSHIP

STATE OF PENNSYLVANIA  
COUNTY OF

On this the 27th day of January, 19 75, before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared Carl W. Smith Sr. who acknowledged himself to be a general partner of the firm of Brocca Construction Co Inc. a partnership and that he, as general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as general partner.

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

My Commission Expires February 9, 1978 Notary Public

## ACKNOWLEDGEMENT BY CORPORATION

STATE OF PENNSYLVANIA  
COUNTY OF Luzerne

On this the 27th day of January, 19 75, before me, a notary public for the said Commonwealth and County, the undersigned officer, personally appeared Carl W. Smith Sr. who acknowledged himself to be a general partner of the firm of Brocca Construction Co Inc. a corporation, and that he, as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as general partner.

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

May L. Brown  
My Commission Expires February 9, 1978 Notary Public

Recorded 3/11/75  
at 2:57 p.m. Columbia Co.  
Mtg. Ex. 173 pg. 816

Carl W. Smith Sr.

MAR 11 2 57 PM '75  
TAX FEE \$5.50  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
#103

BOOK 173 PAGE 816

## MORTGAGE

THIS MORTGAGE, entered into this 20th day of January, 1981, between Carl W. Smith

herein called "Mortgagor," and Bloomsburg Bank - Columbia Trust Company, a Pennsylvania corporation having an office and place of business at 11 West Main Street, Bloomsburg, Columbia County, Pennsylvania 17815, 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 \$ 1982.16, 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 Mortgagee, ALL the following real estate in the (County) of MAIN, County of Columbia, Commonwealth of Pennsylvania, BEING premises known and designated as RD 3, Bloomsburg, Pa. 17815

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. 261 Page 302, 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 thereto 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 appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief from any and all appraisalment, 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.

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:

Myself  
Mike Coleman

Carl W. Smith (SEAL)

(SEAL)

(SEAL)

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

On this 20th day of January, 1981, before me, a Notary Public, came the above named  
Carl W. Smith

Mortgagor(s) above named, and acknowledged the within instrument of Mortgage to be his act and deed and same to be recorded as such.

WITNESS my hand and seal, the day and year above written.

*Jandra K. [Signature]*  
My Commission Expires  
MY COMMISSION  
JULY 25, 1981

### CERTIFICATE OF RESIDENCE

I, Gary Kinney, Asst. Treas., of Bloomsburg Bank - Columbia Trust Company,  
Mortgagee named in the foregoing Mortgage, hereby certify that the correct residence address of said Mortgagor is 11 West Main Street, Bloomsburg, Pennsylvania 17815.

*Gary Kinney*  
Agent of Mortgagee  
FEB 3 10 23 AM '81  
TAX - \$2.52, FEE \$4.52  
RECORDED BY RECORDER  
COLUMBIA CO., PA.

# 11  
COMMONWEALTH  
OF PENNSYLVANIA

MORTGAGE

(Name of Mortgagor(s))

BLOOMSBURG BANK -  
COLUMBIA TRUST COMPANY  
MORTGAGE  
11 West Main Street  
Bloomsburg, Pennsylvania 17815

Mortgaged Premises:

Street Address

City, Borough or Township

Post Office

COMMONWEALTH OF PA.

COUNTY OF Columbia 10:23 a.m.

RECORDED on this 3rd day  
of February, 1981, in the  
Office for the Recording of Deeds of said County,  
in Mt. Book No. 203, Page 713

Beverly G. Michael, Acting RECORDER

800-203-714