

IN THE COURT OF COMMON PLEAS
COLUMBIA COUNTY, PENNSYLVANIA

BLOOMSBURG BANK-COLUMBIA Plaintiff
TRUST COMPANY

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER

Defendant

: NO. 1444 - 1982 J.D.

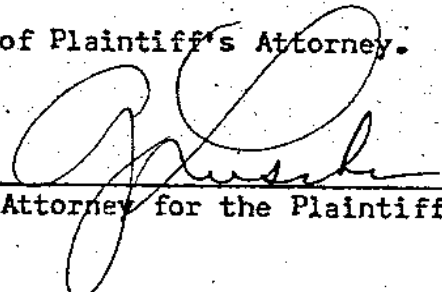
: NO. 18 - 1983 E.D.

:

PRAECIPE FOR DISCONTINUANCE

TO THE SHERIFF:

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

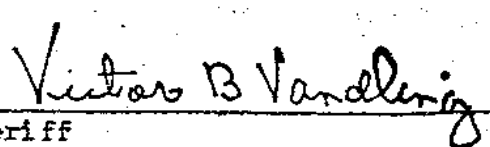


Attorney for the Plaintiff

Dated: 12 December 1984

TO THE PROTHONOTARY:

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



Sheriff

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

May 25, 1983

Al Zale
Columbia County Sheriff's Department
Columbia County Courthouse
West Main Street
Bloomsburg, Pennsylvania 17815

RE: Bloomsburg Bank-Columbia Trust Co.
v.
Rupert/Kressler

Dear Mr. Zale:

This will acknowledge that the bank has received full payment for the mortgage which formed the basis of the recent foreclosure sale which was held on May 5. You are hereby authorized to abandon the levy on Tract 2 and to cancel the proposed sale for that tract.

Your assistance, as usual, in this regard is appreciated.

Very truly yours,


Alvin J. Luschas

AJL/svy

OFFICE OF THE SHERIFF
COLUMBIA COUNTY
MAY 25 9 51 AM '83
SHERIFF
CHIEF DEPUTY

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

May 6, 1983

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


Re: Bloomsburg Bank-Columbia Trust Company vs.
Effie E. Rupert and Marietta Kressler
Execution #180 - 1983

Dear Sheriff:

This is to confirm that at the time of the above scheduled Sheriff Sale on Thursday, May 5, 1983 at 10:00 A. M., it was announced that the Sheriff Sale as to Docket No. 2 was continued to Thursday, June 16, 1983 at 10:15 A.M. pursuant to the provisions of Pennsylvania Rule of Civil Procedure 3129(d).

Therefore will you post notice on the Sheriff Sale circulars that the Sheriff Sale on Docket No. 2 has been continued by announcement on the day of the originally scheduled sale to June 16, 1983 at 10:15 A.M. pursuant to the Pennsylvania Rule of Civil Procedure 3129(d).

Very truly yours,


DALE A. DERR

DAD:arc

DALE A. DERR
CHARLES B. PURSEL
ALVIN J. LUSCHAS

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815

AREA CODE 717
784-4654

May 6, 1983

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

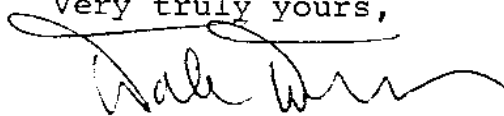
Re: Bloomsburg Bank-Columbia Trust Company vs.
Effie E. Rupert and Marietta Kressler
Execution #180 - 1983

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Therefore will you post notice on the Sheriff Sale circulars that the Sheriff Sale on Docket No. 2 has been continued by announcement on the day of the originally scheduled sale to June 16, 1983 at 10:15 A.M. pursuant to the Pennsylvania Rule of Civil Procedure 3129(d).

Very truly yours,



DALE A. DERR

DAD:arc

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 5TH day of MAY 19 83, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ANTHONY M. SPONENBERG and DEBRA A. SPONENBERG, Box 254, R.D. 1, MILLVILLE, PA. for the price or sum of \$15,000.00 plus \$90.00 POUNDAGE and \$150.00 REALTY TRANSFER TAX and \$150.00 STATE STAMPS -----Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$90.75	
	Poundage	90.00	
			\$ 180.75
Henrie Printing			40.97
Press-Enterprise, Inc.			165.80
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.	(a) Deed, Search, etc.	18.50	
	(b) Realty Transfer Tax	150.00	
	(c) State Stamps	150.00	
Audrey Bronson, Tax Collector, Main Twp., 1983 Col. Co. Taxes			38.64
Columbia Co. Tax Claim Bureau (1981 and 1982 Delinquent Taxes)			452.28
Bloomsburg Bank-Columbia Trust Company (Plaintiff)			14,178.06

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

vs

EFFIE E. RUPERT and MARIETTA KRESSLER

NO. 1444 of 1982 J.D.

NO. 18 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }
6 MAY 1983

So answers

Victor B Vandling
VICTOR B. VANDLING Sheriff

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

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY.
vs
EFFIE E. RUPERT and
MARIETTA KRESSLER

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 18 Term 19 83 E.D.
No. Term 19 A.D.
No. 1444 Term 19 82 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):

See attached sheet.

Amount Due \$ 13,199.79
Late Charges 233.12
Interest from 11/9/81 to 3/17/83 \$ 1,783.29
Attorneys commission 1,319.98
Total \$ 16,536.18 Plus costs together

with interest at the rate of \$3.62 per day from March 17, 1983
as endorsed. to the date of payment.

Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated 3-18-83
(SEAL)

By: Helen K. Linn Deputy

TRACT #1: ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Main, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin near the northern side of Pennsylvania Highway Route No. 339, and other lands now or formerly of Bruce W. Kressler, et ux; thence by the latter the following two courses and distances: North 1 degree west 190 feet to an iron pin thence north 89 degrees east 310 feet to an iron pin at or near the eastern side of a small run; thence along said run, south 30 degrees west 207.5 feet to an iron pin in line of lands of Dan Baylor; thence by the same south 89 degrees west 220 feet to the place of BEGINNING.
CONTAINING 1.10 acres.

This description was prepared from draft of survey of Howard Fetterolf, dated June 17, 1972.

TOGETHER with the right of ingress, egress and regress over and across an existing private road leading in a northeasterly direction from highway Route No. 339, across lands of Dan Baylor. And the Grantors do further grant unto the Grantees, their heirs and assigns, the right and privilege to construct, maintain and use

a 12 foot right-of-way extending from Highway Route No. 339 to a point at or near the southwest corner of the above described premises. Said right-of-way can be used for the purposes of ingress, egress by the grantees, their heirs and assigns.

TRACT #2: ALL THAT CERTAIN messuage, tenement and tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post in the road running from Catawissa to Mifflinville and running thence by land of J. W. John, north 3 degrees west, 58 perches to a stone; thence by the same, north 6 degrees east, 10-1/2 perches to a stone; thence by the same, north 52 degrees east, 44 perches to a stone; thence by land of William Fisher, south 32 degrees west, 84 perches to a stone; thence by the same, north 32 degrees west, 49 perches to a stone; thence by land of John Nuss, north 67 degrees east, 49 perches to a stone; thence by lands of John Nuss, south 32 degrees west, 49 perches to a stone; thence by the same, south 32 degrees east, 20 perches to a white oak; thence by land of Joseph Hartzel, Sr., south 79 degrees west, 20 perches to an Ash Grub; thence by lands of Henry Hartzel, north 69

degrees west 98 perches to the place of BEGINNING.
CONTAINING 65 acres be the same more or less.

ACCEPTING AND RESERVING all those parcels of land
which have been transferred by Bruce W. Kressler and
Marietta Kressler, his wife, from the time of purchase
of said premises to the time of the signing of this
mortgage.

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY,
PLAINTIFF,

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
:
: NO. 1444 OF 1982
:
: MORTGAGE FORECLOSURE
: JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129(a)

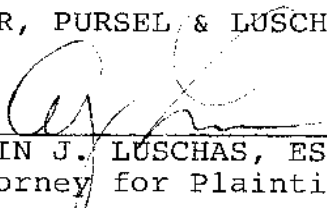
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to Law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the names and last known addresses of the owners and the Defendants in the above captioned judgment are:

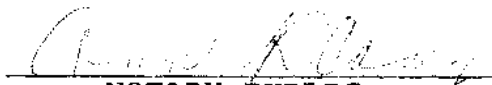
EFFIE E. RUPERT
R. D. #8
Bloomsburg, Pennsylvania 17815

MARIETTA KRESSLER
R. D. #8
Bloomsburg, Pennsylvania 17815

LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 14th day
of March, 1983.


NOTARY PUBLIC

Notary Public, State of Pa.
My Comm. Exp. 12/31/85
12/26/85

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY,
PLAINTIFF,

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
:
: NO. 1444 OF 1982
:
: MORTGAGE FORECLOSURE
: JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, Esquire, Attorney for the above captioned Plaintiff, being duly sworn according to law, deposes and says that he did upon the request of Bloomsburg Bank-Columbia Trust Company, investigate the status of the Defendants, Effie E. Rupert and Marietta Kressler, with regard to the Soldiers and Sailors Civil Relief Act of 1940 and from such investigation, your affiant avers that they were not now, nor were they within the three months last, in the Military Service of the United States within the purview of the aforesaid Soldiers and Sailors Civil Relief Act of 1940.

LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 14th day
of March, 1983.


NOTARY PUBLIC

ANNIE K. LUSCHAS, Notary Public
Bloomsburg, Pa.
My Comm. expires Jan. 25, 1985.

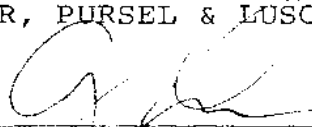
BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH
	:	CIVIL ACTION - LAW
VS.	:	
	:	NO. 1444 OF 1982
EFFIE E. RUPERT and	:	
MARIETTA KRESSLER,	:	MORTGAGE FORECLOSURE
DEFENDANTS.	:	JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

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LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 17 day
of August, 1983.

NOTARY PUBLIC
Elected to Notary Public, Pa.
My Comm. Expires Jan. 25, 1985.

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY,
PLAINTIFF,

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER,
DEFENDANTS.


: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
:
: NO. 1444 OF 1982
:
: MORTGAGE FORECLOSURE
: JURY TRIAL DEMANDED

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

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LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this 12 day
of August, 1983.

NOTARY PUBLIC

Alvin J. Luschas, Esquire
Resident of Columbia Co., Pa.
My Comm. Expires Dec. 26, 1985.

BLOOMSBURG BANK-COLUMBIA

TRUST COMPANY

PLAINTIFF

V.S.

EFFIE E. RUPERT and

MARIETTA KRESSLER

DEFENDANTS

No. 1444 Term 19 82-50
18 - 1953 E.D.

To: Victor B. Vandling Sheriff

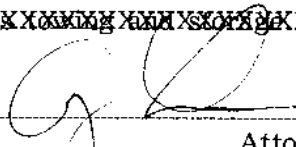
Seize, levy, advertise and sell all the ~~personal~~ property of the defendant on the premises located at
Township of Main, County of Columbia, Pennsylvania

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

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

which vehicle may be located at _____

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


Attorney for Plaintiff
Alvin J. Luschas, Esquire
LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET
P. O. BOX 539
BLOOMSBURG, PA. 17815

No. _____ SESS. 19____

19.

BLOOMSBURG, PA., April 26 1985

M _____

Effie E. Rupert and Marietta Kressler

TO **FREDERICK J. PETERSON, Dr.**

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

EFFIE E. RUPERT AND MARIETTA KRESSLER

Court of Common Pleas of Columbia County, Pennsylvania.

Bloomsburg Bank-Columbia Trust Co.

versus

Marietta Kressler

No. 1444 of Term, 19 82
Real Debt ||\$ 16,536.18
Interest from ||
Commission ||
Costs ||
Judgment entered March 18, 1983
Date of Lien
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

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

LIST OF LIENS

VERSUS

..... EFFIE E. RUPERT... AND... MARIETTA KRESSLER.....

..... Court of Common Pleas of Columbia County, Pennsylvania.....

Dept. of Public Welfare

versus

Effie E. Rupert

No. 1592 of Term, 1980
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered October 9, 1980
Date of Lien
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Effie E. Rupert

No. 1690 of Term, 1980
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered October 31, 1980
Date of Lien
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Effie E. Rupert

No. 707 of Term, 1981
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered May 15, 1981
Date of Lien
Nature of Lien Reimbursement Agreement

Dept. of Public Welfare

versus

Effie E. Rupert

No. 824 of Term, 1982
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered July 16, 1982
Date of Lien
Nature of Lien Reimbursement Agreement

Bloomsburg Bank-Columbia Trust Co.

versus

Effie E. Rupert

No. 1444 of Term, 1982
Real Debt || \$ 16,536.18
Interest from ||
Commission ||
Costs ||
Judgment entered March 18, 1983
Date of Lien
Nature of Lien Default Judgment

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Bushong~~, 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

Effie E. Rupert and Marietta Kressler

and find as follows:

See photostatic copies attached.

Fee \$5.00

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

Beverly J. Michael RECORDER

This Indenture,

Made the 9th day of March in the year of our Lord one thousand nine hundred and Seventy-Nine (1979)

Between ROBERT L. RUPERT and EFFIE E. RUPERT, husband and wife, both of Main Township, Columbia County, Pennsylvania, and BRUCE W. KRESSLER and MARIETTA KRESSLER, husband and wife, of Main Township, Columbia County, Pennsylvania, Mortgagees,

AND

THE BLOOMSBURG BANK-COLUMBIA TRUST COMPANY, of 11 West Main Street, Bloomsburg, Columbia County, Pennsylvania, Mortgagee.

Whereas, the Mortgagees by a Bond bearing even date herewith, stand bound unto the Mortgagee its Successors or Assigns in the sum of TWENTY-EIGHT THOUSAND (\$28,000.00) Dollars, conditioned for the payment of a debt of FOURTEEN THOUSAND (\$14,000.00) Dollars

IN THE FOLLOWING MANNER: Payment on account of principal and interest to be made at the rate of and in installments of not less than \$150.45 per month payable on the 9th day of each and every month beginning with the 9th day of April, 1979, with all such payments to be applied first to interest computed at the rate of 10% per year on the unpaid balance of principal and then to be applied to the principal debt with full principal sum with interest to be fully paid at the end of 15 years from the date of this instrument. There shall be no penalty charge for prepayments on this obligation. The Mortgagees shall pay to the holder hereof a late charge of 5% of any monthly installments not received by the holder within 15 days after the installment is due. In the event of the sale or conveyance in any manner of the real estate and improvements hereinafter described, the Mortgagee shall have the option of declaring the principal balance and all interest and other obligated expenses payable in full.

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

And Also, to pay all taxes, and keep the building on said premises insured for the benefit of the Mortgagee, in some good reliable Stock Insurance Company or Companies acceptable to the Mortgagee in the sum not less than FOURTEEN THOUSAND (\$14,000.00)

Dollars and take no insurance not payable to the Mortgagee

This Mortgage and accompanying Bond are given as additional or collateral security for the payment of any note or notes, writing or writings, contract or contracts, now or hereafter made, endorsed, assigned, delivered or guaranteed by the Mortgagor herein,

, and now due and to become due and for any note or notes, writing or writings, contract or contracts, given in exchange, substitution, extension or renewal thereof, and now or hereafter purchased accepted, taken or used by the Mortgagee for the Mortgagor herein.

Now, in consideration of one Dollar, and better to secure payment of said debt, the Mortgagees do grant, bargain and sell to the Mortgagee its Attorney Successors and Assigns

TRACT #1
All THAT CERTAIN piece, parcel or tract of land situate in the Township of Main, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin near the northern side of Pennsylvania Highway Route No. 339, and other lands now or formerly of Bruce W. Kressler, et ux; thence by the latter the following two courses and distances: North 1 degree west 190 feet to an iron pin

Effie
Rupert

thence north 89 degrees east 310 feet to an iron pin at or near the eastern side of a small run; thence along said run, south 30 degrees west 207.5 feet to an iron pin in line of lands of Dan Baylor; thence by the same south 89 degrees west 220 feet to the place of beginning. CONTAINING 1.10 acres.

This description was prepared from draft of survey of Howard Fetterolf, dated June 17, 1972.

TOGETHER with the right of ingress, egress and regress over and across an existing private road leading in a northeasterly direction from highway Route No. 339, across lands of Dan Baylor. And the Grantors do further grant unto the Grantees, their heirs and assigns, the right and privilege to construct, maintain and use a 12 foot right-of-way extending from Highway Route No. 339 to a point at or near the southwest corner of the above described premises. Said right-of-way can be used for the purposes of ingress, egress by the grantees, their heirs and assigns.

BEING THE SAME PREMISES WHICH Theodore F. Bankes and Kay A. Bankes, his wife, by their deed dated July 15, 1977, and recorded in Columbia County Deed Book 283, page 452 granted and conveyed to Robert L. Rupert and Effie E. Rupert, his wife, Mortgagors herein.

TRACT #2

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

BEGINNING at a post in the road running from Catawissa to Mifflinville and running thence by land of J. W. John, north 3 degrees west, 58 perches to a stone; thence by the same, north 6 degrees east, 10 1/2 perches to a stone; thence by the same, north 52 degrees east, 44 perches to a stone; thence by land of William Fisher, south 32 degrees west, 84 perches to a stone; thence by the same, north 32 degrees west, 49 perches to a stone; thence by land of John Nuss, north 67 degrees east, 49 perches to a stone; thence by lands of John Nuss, south 32 degrees west, 49 perches to a stone; thence by the same, south 32 degrees east, 20 perches to a white oak; thence by land of Joseph Hartzel, Sr., south 79 degrees west, 20 perches to an Ash Grub; thence by lands of Henry Hartzel, north 69 degrees west, 98 perches to the place of beginning. CONTAINING 65 acres be the same more or less.

ACCEPTING AND RESERVING all those parcels of land which have been transferred by Bruce W. Kressler and Marietta Kressler, his wife, from the time of purchase of said premises to the time of the signing of this mortgage.

BEING the same premises which Ray Whitenight, et ux; by their deed dated December 18, 1951 and recorded in Deed Book 156, Page 482, from the records of the Columbia County Court House, granted and conveyed unto Bruce W. Kressler and Marietta Kressler, his wife, two of the mortgagors herein.

with the appurtenances.

To Have and to Hold to the said Mortgagee , its Successors and Assigns forever

Provided that the said Mortgagee , its Successors or Assigns upon default for 30 days in payment of any part of said principal sum or interest as agreed, or any premium of insurance, for 30 ----- days after written notice of its being due shall have been given to the Mortgagor s or their Representatives, or mailed to their proper address, or upon default in the payment of any tax assessed against the said premises for one year after the first day of January next succeeding its assessment, may forthwith, without prejudice to any other remedy, sue out Mortgage Foreclosure hereon for the immediate recovery of said principal, with all interest, premiums of insurance, Attorney's commission of 10 per centum and all costs, including the costs of recording this Mortgage, without further stay, nor shall any waiver of this provision be held effectual, unless in writing for a valuable consideration.

Provided Also, However, that if the said Mortgagor s , or their Representatives shall without default pay to the said Mortgagee , its Successors or Assigns, the said principal sum, with interest, and premiums, or in case of default and of legal process shall before actual sale, pay the same together with commissions and costs aforesaid, then this Mortgage, the estate hereby granted, and the said Obligation shall become void.

Witness the hands

and seal s

of the said Mortgagor s .

Signed, Sealed and Delivered
in the presence of

[Signature]
[Signature]

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Seal]</i>
Robert L. Rupert	<i>[Signature]</i>	<i>[Seal]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Seal]</i>
Effie E. Rupert	<i>[Signature]</i>	<i>[Seal]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Seal]</i>
Bruce W. Kressler	<i>[Signature]</i>	<i>[Seal]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Seal]</i>
Marietta Kressler	<i>[Signature]</i>	<i>[Seal]</i>

State of PENNSYLVANIA

County of COLUMBIA

On this, the 9th

day of

March

A. D. 1979, before me

the undersigned Officer,

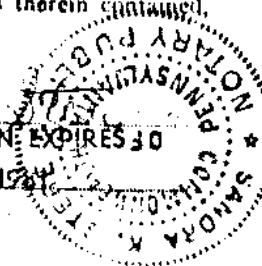
personally appeared Robert L. Rupert, Effie E. Rupert, Bruce W. Kressler & Marietta Kressler, known to me (or satisfactorily proven) to be the person whose name are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

MY COMMISSION EXPIRES 30

JULY 25, 1984

Title of Officer



Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest in the Mortgage is 11 West Main Street, Bloomsburg, PA 17815

[Signature]

Attorney for Mortgagees

REC'D BY RECORDER
COLUMBIA CO. PA.

TAX \$50 FEE \$7.00

MAR 12 2 14 PM '79

Number 119

Mortgage

To A Corporation

ROBERT L. RUPERT and EFFIE E. RUPERT, husband and wife, and BRUCE W. KRESSLER and MARIETTA KRESSLER, husband and wife, Mortgagees.

To

THE BLOOMSBURG BANK-

COLUMBIA TRUST COMPANY,

Mortgagees.

Dated 19
Upon
To secure
Payable

LAW OFFICES
HUBBARD, JAMES & MITHALIK
11 WEST MAIN STREET
BLOOMSBURG, PENNSYLVANIA
17815

Printed by: Legal Print Press, Leesville, Pa.

Commonwealth of Pennsylvania

County of Columbia

2:14 p.m.

Recorded on this 12th day of March

A. D. 1979, in the Re-

recorder's Office of the said County in Mortgage Book

Volume 194 Page 221

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

Marvin G. Bower

Recorder

This Indenture

Made the 29th day of March, in the year of
our Lord one thousand nine hundred and Seventy-Seven (1977)

Between TIMOTHY B. KRESSLER and CONNIE L. KRESSLER, his wife,
of R. D. # 1, Nescopeck, Luzerne County, Pennsylvania and BRUCE W.
KRESSLER and MARIETTA KRESSLER, his wife, of R. D. # 3, Bloomsburg,
Columbia County, Pennsylvania,

(hereinafter called the Mortgagors), of the first part, and

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY of 11 West Main Street,
Bloomsburg, Columbia County, Pennsylvania,

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

Whereas, the said mortgagor in and by a certain Obligation or Writing obligatory under
hand and seal duly executed, bearing even date herewith, stand bound unto the said mortgagee
in the sum of TWENTY EIGHT THOUSAND (\$28,000.00) DOLLARS -----
lawful money of the United States of America, conditioned for the payment of the just sum of
FOURTEEN THOUSAND (\$14,000.00) DOLLARS ----- lawful money as aforesaid,

Payable within twenty (20) years from the date hereof, together with
interest on all unpaid balances of principal at the rate of eight
and three-quarters (8 3/4%) per cent per annum, the said principal
and interest shall be paid in monthly installments of One Hundred
Twenty-Three Dollars Seventy-two cents (\$123.72) each, the first
such monthly payment to be made on the 29th day of April, 1977,
and thereafter on the 29th day of each and every month until the
entire indebtedness has been paid; said monthly payments shall be
applied first to the said interest and then in reduction of the said
principal.

The undersigned shall pay to the holder hereof a late charge of five
(5%) per cent of any monthly installments not received by the holder
within fifteen (15) days after the installment is due.

~~XX~~
~~XX~~

~~XX~~

~~XX~~

without any fraud or further delay; and for the production to the Mortgagee, its Successors, or
Assigns, on or before the first day of _____ of each and every year, of receipts for all taxes,
municipal assessments or charges of the current year assessed upon the mortgaged premises; and also,
from time to time, and at all times, until payment of said principal sum, for the keeping of the building
herein mentioned insured against loss or damage by
fire for the benefit of the Mortgagee in the sum of FOURTEEN THOUSAND (\$14,000.00)
DOLLARS -----

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

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

Now this Indenture Witnesseth, That the said Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of FOURTEEN THOUSAND (\$14,000.00) DOLLARS

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

TRACT #1:

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

BEGINNING at a point on the Southern line of West Ridge Avenue, said point being the Northeastern corner of land of Max Brand, thence along the Southern line of West Ridge Avenue a distance of 31 feet 8 inches to the corner of land about to be conveyed to Walter E. Babb and Lois E. Babb, his wife; thence in a Southerly direction through a common or dividing wall of a double dwelling known and numbered 486-488 West Ridge Avenue, Bloomsburg, Pennsylvania, a distance of 85 feet, more or less, to line of land of Jessie Brouse; thence in a Westerly direction along line of land of said Jessie Brouse a distance of 31 feet 8 inches, more or less, to line of land of Max Brand; thence in a Northerly direction along line of land of said Max Brand a distance of 90 feet, more or less to the Southern line of West Ridge Avenue the place of beginning. Whereupon is erected a Western one-half of a double dwelling known and numbered 488 West Ridge Avenue, Bloomsburg, Pennsylvania. Being a portion of Lot No. 13 in the Barton Addition to the Town of Bloomsburg.

BEING the same premises which Evelyn M. Babb, Widow, by her deed granted and conveyed unto Timothy B. Kressler and Connie L. Kressler, his wife and Bruce W. Kressler and Marietta Kressler, his wife, Mortgagors herein simultaneously with the execution of this mortgage.

TRACT #2:

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

BEGINNING at a post in the road running from Catawissa to Mifflinville and running thence by land of J.W. John, north 3 degrees west, 58 perches to a stone; thence by the same, north 6 degrees east, 10 1/2 perches to a stone; thence by the same, north 52 degrees east, 44 perches to a stone; thence by land of William Fisher, south 32 degrees west, 84 perches to a stone; thence by the same, north 32 degrees west, 49 perches to a stone; thence by land of John Nuss, north 67 degrees east, 49 perches to a stone; thence by land of John Nuss, south 32 degrees west, 49 perches to a stone; thence by the same, south 32 degrees east, 20 perches to a white oak; thence by land of Joseph Hartzel Sr., south 79 degrees west, 20 perches to an Ash Grub; thence by lands of Henry Hartzel, north 69 degrees west, 98 perches to the place of beginning; CONTAINING 65 acres be the same more or less.

EXCEPTING AND RESERVING therefrom the following tracts of land conveyed by Bruce W. Kressler and Marietta Kressler, his wife, to the following: To Stephen R. Mankoski, by deed dated 6/27/74 and recorded 6/28/74 in Columbia County Deed Book 267, page 1059; to Daniel J. Bankes, et al. by deed dated 11/12/76 and recorded 11/12/76 in Columbia County Deed Book 279, page 6; to William Breech, et al. by deed dated 4/14/73 and recorded 4/17/73 in Columbia County Deed Book 261, page 107, to Stephen R. Mankoski, Jr., et al. by deed dated 1/17/73 and recorded 1/19/73 in Columbia County Deed Book 259, page 913; to Theodore F. Bankes, et al. by deed dated 9/19/72 and recorded 9/20/72 in Columbia County Deed Book 258, page 97.

BEING the same premises which the heirs of Emma E. Whitenight by their deed dated December 18, 1951, and recorded in the Columbia County Deed Book 156, page 482, granted and conveyed unto Bruce W. Kressler and Marietta Kressler, his wife, two of the mortgagors herein.

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

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

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


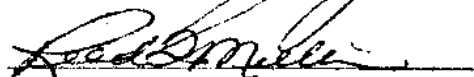
Provided, always nevertheless, that if said Mortgagors, their Heirs, Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid, unto the said Mortgagee, its Successors or Assigns, the aforesaid debt or principal sum of **FOURTEEN THOUSAND DOLLARS** ----- on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, and shall produce to the said Mortgagee, its Successors or Assigns, on or before the first day of ----- of each and every year, receipts for all taxes, and municipal assessments or charges of the current year assessed upon the mortgaged premises, without any fraud or further delay, and without any deduction, abatement or abatement to be made or anything, hereby mentioned to be done or done, and what ever of the said covenants, conditions, terms and provisions, as well this present Indenture, and the entire hereby granted, as the said covenants and obligation shall cease, determine and become void, anything hereinbefore contained to the contrary thereof in any wise notwithstanding.


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


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

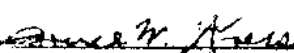
In Witness Whereof, the said Mortgagors to these presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of


Timothy B. Kressler


Connie L. Kressler


Bruce W. Kressler


Marietta Kressler

Commonwealth of Pennsylvania

County of COLUMBIA

ss.

On this the 29th day of March Anno Domini 1977 before me,

personally appeared the above named Timothy B. Kressler, Connie L. Kressler, Bruce W. Kressler and Marietta Kressler,

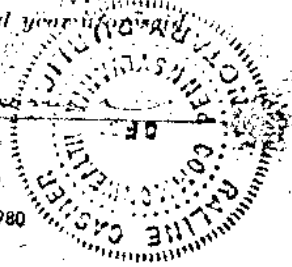
and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial

seal the day and year

Notary Public

RALINE CASNER, Notary Public
Bloomsburg, Columbia Co., Pa.
My Commission Expires Feb. 4, 1980



Hereby Certify that the precise residence of the Mortgages and person entitled to
on this Mortgage is 11 W. Main Street, Bloomsburg, Pennsylvania.

Thomas Arthur James, Jr., Esquire
Attorney for Mortgagors

RECORDED BY RECORDER

1977 MAR 29 2 34 PM

PAID \$5.00 FEE

MAR 29 2 34 PM

#277
Mortgage

TIMOTHY B. KRESSLER, CONNIE
L. KRESSLER, his wife and
BRUCE W. KRESSLER, and
MARIETTA KRESSLER, his wife,

TO

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY

Dated, March 27th 1977

LAW OFFICES
HUMMEL, JAMES & MIHALIK
28 EAST MAIN STREET
BLOOMSBURG, PENNSYLVANIA
17815

Commonwealth of Pennsylvania

County of Columbia 2:34 p.m.

ss.

Recorded in the Office for Recording of Deeds in and for

in Mortgage Book No. 182

page 1083 Etc.

Witness my hand and seal of Office this 29th

day of March Anno Domini 1977

BOOK 182 PAGE 1086

Marvin G. Bower

Recorder

MORTGAGE

THIS MORTGAGE, entered into this 17th day of November, 1980, between Bruce W. and Marietta Kressler

herein called "Mortgagors," 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 \$5,411.04, 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 (Township)

monwealth of Pennsylvania, BEING premises known and designated as R D 8 Bloomsburg, Pa. 17815
Street Address City

Pennsylvania, conveyed to said Mortgagors by Deed of Conveyance duly recorded in the Office for the Recording of Deeds in said County in Deed Book No. 156, Page 482, as said premises are therein described.

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

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

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

Harry Kressler
Mike Coleman

Bruce W. Kressler (SEAL)

Marietta Kressler (SEAL)

(SEAL)

BOOK 202 PAGE 248

(SEAL)

10467004

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF COLUMBIA

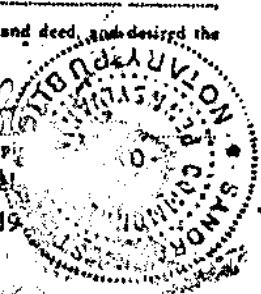
On this 17th day of November, 19 80, before me, a Notary Public, came the above named Bruce W. Kressler and Marietta Kressler

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

WITNESS my hand and seal, the day and year aforesaid.

My Commission Expires
MY COMMISSION

JULY 25, 19



CERTIFICATE OF RESIDENCE

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

Gary Kinney
Agent of Mortgagee

#9

RECEIVED BY RECORDER
COLUMBIA CO. PA.
COMMONWEALTH
OF PENNSYLVANIA

DEC 23 06 AM '80
MORTGAGE

(Name of Mortgagee(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
RECORDED on this 2nd day
of December, 19 80, in the
Office for the Recording of Deeds of said County,
in Mtg. Book No. 202, Page 248

RECORDER

Dorothy G. Michael
RECORDER

BOOK 202 PAGE 249

BLOOMSBURG BANK-COLUMBIA	:	IN THE COURT OF COMMON PLEAS
TRUST COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
PLAINTIFF,	:	COLUMBIA COUNTY BRANCH
	:	CIVIL ACTION - LAW
VS.	:	
	:	NO. 1444 OF 1982
EFFIE E. RUPERT and	:	
MARIETTA KRESSLER,	:	MORTGAGE FORECLOSURE
DEFENDANTS.	:	JURY TRIAL DEMANDED

NOTICE OF SALE OF REAL PROPERTY

TO: EFFIE E. RUPERT		MARIETTA KRESSLER
R. D. #8	a n d	R. D. #8
Bloomsburg, PA 17815		Bloomsburg, PA 17815

YOU ARE HEREBY NOTIFIED that a Writ of Execution has been issued at the suit of the Plaintiff above named and judgment entered as set forth above, and that certain real estate situate in the Township of Main, County of Columbia, State of Pennsylvania, of which you are the owners or the reputed owners, will be exposed to public sale by the Sheriff of Columbia County on Thursday, the 5th day of May, 1983, at 10:00 o'clock, A.M. in the Sheriff's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania.

The property to be sold is described as follows:

TRACT #1: ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Main, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin near the northern side of Pennsylvania Highway Route No. 339, and other lands now or formerly of Bruce W. Kressler, et ux; thence by the latter the following two courses and distances: North 1 degree west 190 feet to an iron pin thence north 89 degrees east 310 feet to an iron pin at or near the eastern side of a small run; thence along said run, south 30 degrees west 207.5 feet to an iron pin in line of lands of Dan Baylor; thence by the same south 89 degrees west 220 feet to the place of BEGINNING. CONTAINING 1.10 acres.

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 5TH day of MAY 19 83, at 10:00

o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ANTHONY M. SPONENBERG and DEBRA A. SPONENBERG, Box 254, R.D. 1, MILLVILLE, PA.

for the price or sum of \$15,000.00 plus \$90.00 POUNDAGE and \$150.00 REALTY TRANSFER TAX and \$150.00 STATE STAMPS -----Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$90.75	
	Poundage	<u>90.00</u>	
			\$ 180.75
Henrie Printing			40.97
Press-Enterprise, Inc.			165.80
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.	(a) Deed, Search, etc.		18.50
	(b) Realty Transfer Tax		150.00
	(c) State Stamps		150.00
Audrey Bronson, Tax Collector, Main Twp., 1983 Col. Co. Taxes			38.64
Columbia Co. Tax Claim Bureau (1981 and 1982 Delinquent Taxes)			452.28
Bloomsburg Bank-Columbia Trust Company (Plaintiff)			14,178.06

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

vs

EFFIE E. RUPERT and MARIETTA KRESSLER

NO. 1444 of 1982 J.D.

NO. 18 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

6 MAY 1983

Victor B Vandling
VICTOR B. VANDLING

Sheriff

Rupert & Kressler Sheriff Sale

\$165.80

SHERIFF'S SALE
By virtue of a Writ of Execution No. 18 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Court House, in the Town of Bloomsburg, Columbia County, Pennsylvania, on:
Thurs., May 5, 1983
at 10:00 o'clock a.m.
Eastern Standard Time, in the forenoon of the said day, all the right, title

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6170

DAY
TOTAL
ORDER OF

Press-Enterprise, Inc.

One Hundred Sixty Five and $\frac{80}{100}$

\$ 165.80

DOLLARS



Bloomington Bank - COLUMBIA TRUST CO.
Bloomington, Pa.

FOR BB-CT vs Rupert/Kressler

No. 18 of 1983 E.D.

Legal Ads

10313059361

57281000

05

Victor B. Vandling

affiant is one of the owners and publishers of said newspaper in which legal notice was published; that neither the affiant nor The Morning Press are interested in the subject matter of said notice and advertisement, and that all of the allegations in the statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 29th day of April

Paul R.

Matthew J. Creme

(Notary P.)

My Commission Expires

MATTHEW J. CREME NOTARY

BLOOMSBURG COLUMBIA CO

MY COMMISSION EXPIRES JULY

Member, Pennsylvania Association

And now, 1983, I hereby certify that the advertising charges amounting to \$..... for publishing the foregoing notice, and the affidavit have been paid in full.

Kressler and Marietta Kressler, his wife, from the time of purchase of said premises to the time of the signing of this mortgage.

NOTICE IS HEREBY GIVEN to all Claimants and parties in interest that the Sheriff will on the 6th day of May, 1983, file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of Bloomington Bank-Columbia Trust Company, Plaintiff, vs. Effie E. Rupert and Marietta Kressler, Defendants.

Said premises will be sold by the Sheriff of Columbia County, Pennsylvania.

The names of the owners or reputed owners of said properties are: EFFIE E. RUPERT and MARIETTA KRESSLER. Alvin J. Luschas, Esq. Derr, Pursel & Luschas, Attorneys.

VICTOR B. VANDLING,
Sheriff
Apr. 13, 20, 27

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

...Paul R. Fyerly III....., being duly sworn according to law dep
that The Morning Press is a newspaper of general circulation with its principal of
of business in the Town of Bloomsburg, County of Columbia and State of Penn
was established on the 1st day of March, 1902, and has been published daily (ex
and Legal Holidays). continuously in said Town, County and State since the dat
lishment; that hereto attached is a copy of the legal notice or advertisement in
titled proceeding which appeared in the issue of said newspaper on.....
...April 13, 20, 27....., 1983 exactly as printed and publish
affiant is one of the owners and publishers of said newspaper in which legal adv
notice was published; that neither the affiant nor The Morning Press are intereste
ject matter of said notice and advertisement, and that all of the allegations in
statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 29th day of April

Matthew J. Creme
(Notary Public)

My Commission Expires

MATTHEW J. CREME, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA COUNTY
MY COMMISSION EXPIRES JULY 5, 1984

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

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 12 of 1983,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Court
House, in the Town of
Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., May 5, 1983
at 10:00 o'clock a.m.

Eastern Standard Time, in
the forenoon of the said
day, all the right, title
and interest of the
defendants in and to:

TRACT #1 - ALL THAT
CERTAIN piece, parcel or
tract of land situate in
the Township of Main,
Columbia County, Penn-
sylvania, bounded and
described as follows, to-
wit:

BEGINNING at an iron pin
near the northern side of
Pennsylvania Highway
Route No. 339, and other
lands now or formerly of
Bruce W. Kressler, et ux;
thence by the latter the
following two courses
and distances: North 1
degree west 190 feet to
an iron pin thence north
89 degrees east 310 feet
to an iron pin at or near
the eastern side of a
small run; thence along
said run, south 30
degrees west 207.5 feet
to an iron pin in line of

Kressler and Marietta
Kressler, his wife, from
the time of purchase of
said premises to the
time of the signing of
this mortgage.

NOTICE IS HEREBY GIVEN
to all Claimants and par-
ties in interest that the
Sheriff will on the 6th
day of May, 1983, file a
Schedule of Distribution
in his office, where the
same will be available
for inspection and that
distribution will be made
in accordance with the
schedule unless excep-
tions are filed hereto
within ten (10) days
thereafter.

Seized and taken into
execution at the suit of
Bloomsburg Bank-Colum-
bia Trust Company,
Plaintiff, vs. Effie E.
Rupert and Marietta
Kressler, Defendants.

Said premises will be sold
by the Sheriff of Colum-
bia County, Pennsyl-
vania...

The names of the owners
or reputed owners of
said properties are:
EFFIE E. RUPERT and
MARIETTA KRESSLER.

Alvin J. Luschas, Esq.
Derr, Pursel & Luschas,
Attorneys.

VICTOR B. VANDLING,
Sheriff
Apr. 13, 20, 27

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6196

May 18, 1983

60-593
313

PAY TO THE ORDER OF Audrey Benson, Tax Collector Main Twp. \$ 38.64
Thirty-Eight and 64/100 DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR B&E 13 Direct/Reassess
N.B. 18 of 1983 E.D.
1983 C.I.G. Taxes

Victor B. Vandling SBY

⑆031305936⑆

57281000

05

TAX NOTICE

MAKE CHECKS PAYABLE TO:

HOURS

PHONE

TAXES ARE DUE & PAYABLE + PROMPT PAYMENT IS REQUESTED

FOR 2011-2012	PROPERTY	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	DATE	BILL NO.
DESCRIPTION		1610	18.00	29.40	45.50	05/01/83	145
			6.00	9.47	54.97		
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.		PAY THIS AMOUNT		IF PAID ON OR BEFORE		IF PAID AFTER	
PROPERTY DESCRIPTION		ACCT NO. 1047		PARCEL 62-01-7-1		RECD BY	
1-1-1 5000		1-1-1 5000		1-1-1 5000		1-1-1 5000	

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

TOTAL 1,610

MICHAEL R. LYNN, ATTORNEY AT LAW
ESCROW ACCOUNT
115 IRON ST. PH. 784-3701
BLOOMSBURG, PA. 17815

409

May 18 1983

60-56
313

PAY TO THE ORDER OF Sheriff, Columbia Cty.

\$ 7500.00

Seven-thousand-five-hundred and 00/100

DOLLARS

FIRST EASTERN BANK
Wilkes-Barre, Pa.

Michael R. Lynn

FOR

⑆000409⑆ ⑆031300562⑆

⑆027⑆376⑆3⑆

NUMBER
523

WILBUR OR MARGARET SPONENBERG
BUS ACCOUNT

May 5 1983

60-56
313

PAY TO THE ORDER OF

Sheriff of Col. County

\$ 7500.00

Seven-thousand-five-hundred and 00/100

DOLLARS



FIRST EASTERN BANK
Wilkes-Barre, Pa.

Margaret Spenberg

MEMO

⑆031300562⑆ ⑆591⑆196⑆1⑆ 0523

MAST CHECK PRINTERS, INC.

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

5TH day of MAY 19 83, at 10:00

o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to ANTHONY M. SPONENBERG and DEBRA A. SPONENBERG, Box 254, R.D. 1, MILLVILLE, PA.

for the price or sum of \$15,000.00 plus \$90.00 POUNDAGE and \$150.00 REALTY TRANSFER TAX and \$150.00 STATE STAMPS -----Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$90.75	
	Poundage	<u>90.00</u>	
			\$ 180.75
Henrie Printing			40.97
Press-Enterprise, Inc.			165.80
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia Co.	(a) Deed, Search, etc.		18.50
	(b) Realty Transfer Tax		150.00
	(c) State Stamps		150.00
Audrey Bronson, Tax Collector, Main Twp., 1983 Col. Co. Taxes			38.64
Columbia Co. Tax Claim Bureau (1981 and 1982 Delinquent Taxes)			452.28
Bloomsburg Bank-Columbia Trust Company (Plaintiff)			14,178.06

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY

vs

EFFIE E. RUPERT and MARIETTA KRESSLER

NO. 1444 of 1982 J.D.

NO. 18 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }

So answers

6 MAY 1983

Victor B Vandling
VICTOR B. VANDLING

Sheriff

BB-CT

VS Effie Rupert & Marietta Kressler

THURSDAY, MAY 5, 1983

NO. 18 OF 1983 E.D.

WRIT OF EXECUTION:

Judgement --- Principal	\$ 13,199.79
<i>Late Charges</i>	<u>233.12</u>
Interest from <u>11-9-81</u> to <u>3-17-83</u>	<u>1,783.29</u>
Real Estate Tax	
Interest from <u>3-17</u> to <u>5-5-83</u>	<u>181.00</u>
<u>50</u> days @ \$ <u>3.62</u> per day	<u>1,319.98</u>
Attorneys' Fee	

Total ... \$ 16,717.18 \$ 16,717.18

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)	\$ 15.00
Pro. Pd.	<u>15.00</u>
Shff. V.	<u>36.25</u>
Judg. Fee	<u>9.00</u>
Atty. Fee	
Satisfaction	

Total ... \$ 75.25 \$ 75.25
16,792.43

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 10.75
Service of Notice	<u>10.00</u>
Postage	<u>-</u>
Posting of Sale Bills (Bldg., Office, Lobby, etc.)	<u>20.00</u>
Advertising, Sale Bills	<u>5.00</u>
Newspapers	<u>5.00</u>
Mileage	<u>15.00</u>
Crying/Adjourn of Sale	<u>5.00</u>
Sheriff's Deed (executing & registering)	<u>20.00</u>

(1) Total ... \$ 90.75 \$ (1) 90.75

Morning Press (Ads)	\$ 165.80
Barwick Enterprise (Ads)	<u>-</u>
Henrie Printing	<u>40.97</u>

Total ... \$ 206.77 \$ 206.77

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

Total ... \$ 15.00 \$ 15.00

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

(1) Total ... \$ 18.50 \$ (1) 18.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>83</u> (Rupert)	\$ 38.64
<u>22-01-7-1</u> Delinquent, 1981 and 1982	<u>452.28</u>
Parcel #2	
<u>22-01-7F</u>	<u>-</u>

Total ... \$ 490.92 \$ 490.92

SEWERAGE RENT DUE:

Municipality _____ for 19__ \$ _____

TOTAL TAXES & COSTS --- \$ (1) 821.94

BUYER:

BID PRICE: \$ 15,100.00 POUNDAGE \$ 40.00 Two Deed Total 860.44DEED IN NAME OF: Anthony M. Siderberg and Deborah A. SiderbergREALTY TRANSFER TAX \$ 150.00 STATE STAMPS \$ 100.00

RDI, Millville

Box 284

M. C. Lynde

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)

Effie E. Rupert and Marietta Kressler By the SHERIFF of Columbia County, Pennsylvania

GRANTOR (S)

ADDRESS

ZIP CODE

Anthony M. Sponenberg and Debra A. Sponenberg, R.D. 1, Box 254, Millville, Pa.

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

R.D. 8, Bloomsburg

Main Township

Columbia

R.D. STREET & NUMBER OR OTHER DESCRIPTION

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 15,000.00

HIGHEST ASSESSED VALUE \$ 1610.00

FAIR MARKET VALUE \$ 4830.00

REALTY TRANSFER TAX PAID \$ 150.00

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

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

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

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ _____ DISPOSITION _____

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ _____ DISPOSITION _____

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE Victor B. Vandling, Courthouse, Bloomsburg, Pa. - Sheriff

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER See Grantee

NAME

ADDRESS

TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 1610.00
JUDGEMENT PLUS INTEREST	\$ 16,717.18		
BID PRICE		\$ 15,000.00	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 16,717.18	\$ 15,000.00	\$ 1610.00

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

SHERIFF'S SALE

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

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

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

THE SUCCESSFUL BID MUST BE COMPLIED WITH BEFORE 12:00 O'CLOCK NOON 5/12/83, ONE WEEK FROM TODAY, IN THE SHERIFF'S OFFICE.

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON There's 5/12/83, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY 5/12/83, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on MAY 6, 1983 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

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

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

BUYER _____

PRICE _____

POUNDAGE _____

DEED IN NAME OF _____

REALTY TRANSFER TAX _____

STATE STAMPS _____



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

Bloomsburg Bank Columbia Trust

VS

Effie E Rupert and Marietta Kressler

A. J. ZALE, Chief Deputy

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

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 18 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

April 5, 1983 at 12:10 P.M., posted a copy of the
SHERIFF'S SALE bill on the property of Effie E. Rupert and Marietta Kressler
RD#8, Bloomsburg, Penna. Main Twp. Track #1

Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John J O'Brien and Delbert Doty.

So Answers:

Delbert Doty &
John J O'Brien

Delbert Doty
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
5 day of April 1983.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

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

Bloomsburg Bank Columbia Trust Co.

vs

Effie E. Rupert and Marietta Kressler

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 18 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

April 5, 1983 at 12:15 P.M., posted a copy of the
SHERIFF'S SALE bill on the property of Effie E Rupert and Marietta Kressler
RD#8, Bloomsburg, Penna. Main Twp. Track #2
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John J O'Brien and Delbert Doty.

So Answers:

Delbert Doty &

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling

Victor B. Bandling
Sheriff, Col. Co.

Sworn and subscribed before me this

5 day of April 1983.

Frederick J. Peterson, Prothonotary
Columbia County, Pennsylvania



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

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

A. J. ZALE, Chief Deputy

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

Bloomsburg Bank Col. Trust Co.

VS

Effie E. Rupert & Marietta
Kressler

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

NO. 18 of 1983 E.D.

WRIT OF EXECUTION

SERVICE ON Effie L. Rupert

ON March 22, 1983 at 3:15 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Effie E. Rupert at W. 7th St., Mifflinville, Pa. Columbia Co.

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

So Answers:

Lee F. Mensinger
Deputy Sheriff

Lee F. Mensinger

For:

Victor B. Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 23rd day of March
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

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

A. J. ZALE, Chief Deputy

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

Bloomsburg Bank Col. Trust Co.

VS

Marietta Kressler & Effie E.
Ruppert

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

NO. 18 of 1983 E.D.
WRIT OF EXECUTION

SERVICE ON Marietta Kressler

ON March 23, 1983 at 9:30 A.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Marietta Kressler at her place of employment J.J. MIKE 1017 E. 7th
Street, Bloomsburg, Pa. Col. CC. by Lee F. Mensinger
Service was made by personally handing said Writ of Execution and
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

Lee F. Mensinger
Deputy Sheriff
Lee F. Mensinger

For:
Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 23rd day of March
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

208139

Bloomsburg Bank -

COLUMBIA TRUST CO
BLOOMSBURG, PA. 17815

60-593
313

DATE March 18, 19 83

PAY TO THE ORDER OF *****Sheriff of Columbia County***** \$ 500.00

Robert L. Rupert &
Bruce W. Kressler
Mtg. # 11476-1

A.B. -
C.T. CO. **500 AND 00 CTS**

Treasurer's Check

Yvonne C. Riegel
AUTHORIZED SIGNATURE

⑆031305936⑆

200204⑈

BB

TRACT #1: ALL THAT CERTAIN piece, parcel or tract of land situate in the Township of Main, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin near the northern side of Pennsylvania Highway Route No. 339, and other lands now or formerly of Bruce W. Kressler, et ux; thence by the latter the following two courses and distances: North 1 degree west 190 feet to an iron pin thence north 89 degrees east 310 feet to an iron pin at or near the eastern side of a small run; thence along said run, south 30 degrees west 207.5 feet to an iron pin in line of lands of Dan Baylor; thence by the same south 89 degrees west 220 feet to the place of BEGINNING.
CONTAINING 1.10 acres.

This description was prepared from draft of survey of Howard Fetterolf, dated June 17, 1972.

TOGETHER with the right of ingress, egress and regress over and across an existing private road leading in a northeasterly direction from highway Route No. 339, across lands of Dan Baylor. And the Grantors do further grant unto the Grantees, their heirs and assigns, the right and privilege to construct, maintain and use

a 12 foot right-of-way extending from Highway Route No. 339 to a point at or near the southwest corner of the above described premises. Said right-of-way can be used for the purposes of ingress, egress by the grantees, their heirs and assigns.

TRACT #2: ALL THAT CERTAIN messuage, tenement and tract of land situate in Main Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post in the road running from Catawissa to Mifflinville and running thence by land of J. W. John, north 3 degrees west, 58 perches to a stone; thence by the same, north 6 degrees east, 10-1/2 perches to a stone; thence by the same, north 52 degrees east, 44 perches to a stone; thence by land of William Fisher, south 32 degrees west, 84 perches to a stone; thence by the same, north 32 degrees west, 49 perches to a stone; thence by land of John Nuss, north 67 degrees east, 49 perches to a stone; thence by lands of John Nuss, south 32 degrees west, 49 perches to a stone; thence by the same, south 32 degrees east, 20 perches to a white oak; thence by land of Joseph Hartzel, Sr., south 79 degrees west, 20 perches to an Ash Grub; thence by lands of Henry Hartzel, north 69

degrees west 98 perches to the place of BEGINNING.
CONTAINING 65 acres be the same more or less.

ACCEPTING AND RESERVING all those parcels of land
which have been transferred by Bruce W. Kressler and
Marietta Kressler, his wife, from the time of purchase
of said premises to the time of the signing of this
mortgage.

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY,
PLAINTIFF,

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
: CIVIL ACTION - LAW
:
: NO. 1444 OF 1982
:
: MORTGAGE FORECLOSURE
: JURY TRIAL DEMANDED

AFFIDAVIT PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 3129(a)

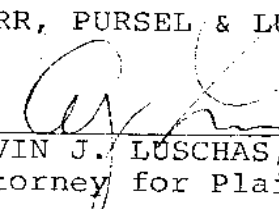
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF COLUMBIA :

ALVIN J. LUSCHAS, ESQUIRE, being duly sworn according to Law, deposes and says that he is the Attorney for the Plaintiff in the above captioned matter and that he is authorized to make this affidavit on behalf of the Plaintiff; that to the best of his knowledge, information and belief the names and last known addresses of the owners and the Defendants in the above captioned judgment are:

EFFIE E. RUPERT
R. D. #8
Bloomsburg, Pennsylvania 17815

MARIETTA KRESSLER
R. D. #8
Bloomsburg, Pennsylvania 17815

LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this _____ day
of _____, 1983.

NOTARY PUBLIC

WILLIAM K. CASEY, Notary Public
Bloomsburg, Columbia Co., Pa.
My Comm. Exp. 12-26-1985

BLOOMSBURG BANK-COLUMBIA
TRUST COMPANY,
PLAINTIFF,

VS.

EFFIE E. RUPERT and
MARIETTA KRESSLER,
DEFENDANTS.

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT
: COLUMBIA COUNTY BRANCH
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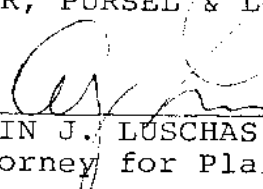
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Bloomsburg, Pennsylvania 17815

MARIETTA KRESSLER
R. D. #8
Bloomsburg, Pennsylvania 17815

LAW OFFICES OF
DERR, PURSEL & LUSCHAS


ALVIN J. LUSCHAS, ESQUIRE
Attorney for Plaintiff

Sworn to and subscribed
before me this _____ day
of _____, 1983.

NOTARY PUBLIC

WILLIAM R. CASEY, Notary Public
Bloomsburg, Columbia Co., Pa.
My Comm. Expires Jan. 24, 1985