



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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

July 22, 1983

Charles B. Pursel
Attorney at Law
238 Market Street
Bloomsburg, Pa. 17815

RE: First Mortgage Co. of Pa.
VS: Rodney Kile, et al.
NO: 54 of 1982 J.D.
26 of 1983 E.D.

Dear Mr. Pursel,

Recently you advised this department that your client, John D. Klingerman, has been assigned the mortgage held by First Mortgage Co. of Pa., against Rodney L. Kile, et al, and Sheriff's Sale scheduled has been continued until further direction from the Plaintiff.

This notice is to advise that services provided by the Col. Co. Sheriff's Department have not been completely paid. At the time Writ of Execution was filed, \$500.00 advance cost deposit was received from First Mortgage Co. of Pa. Later, 6/28/83, \$37.75 was received from your office to defray the total expense of \$107.35 of Henrie Printing for Sale Bills and \$430.40 to the Press-Enterprise, Inc. for Legal Ads. Thus the total \$537.75 was expended for advertising prior to Sale date scheduled June 9, 1983.

There remains a total of \$130.25 costs to be paid the Sheriff's Department for Docket, Levy, Posting Properties, Service on defendants, Mileage, List of Liens (Prothonotary) and Copywork on search conducted by Register and Recorder's Office. Normally these monies are received via the purchase of the property at the sale or from the Plaintiff. In this case I was informed on June 9, 1983 that any costs due in the matter were to be billed through your office. Thus we are requesting remittance of the amount due (\$130.25) within the next twenty (20) days.

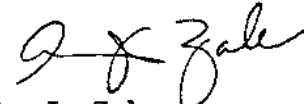
Thank you for your excellent cooperation in bringing this phase of the captioned action to a close. Any questions should be directed to the undersigned.

9/2/83

"Cardy"

This letter is self-explanatory and pertains to our conversation 9/1/83 in the Sheriff's Office. Your assistance in bringing this matter to a close will be appreciated.

Very truly yours,


A. J. Zale



OFFICE OF
SHERIFF OF COLUMBIA COUNTY

COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

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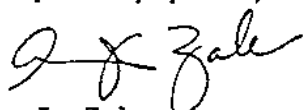
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Very truly yours,


A. J. Zale

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET, P.O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815
(717) 784-4654

TO Columbia County Sheriff
Court House
Bloomsburg, Pennsylvania 17815


DATE July 21, 1983

SUBJECT First Mortgage Co of Pa. vs.
Rodney L. Kile, et al

Dear Sheriff:

My office represents John D. Klingerman who has succeeded to the interest of First Mortgage Co. of Pa. in the above matter. You are hereby directed on behalf of the Plaintiff to continue the sale until further direction from the Plaintiff. We understand that if we should wish to proceed to sale at a later date, new notice will be required per Rule 3129.

Very truly yours,



CHARLES B. PURSEL

CBP/rc
CC: John Klingerman

CLERK
JUL 21 9 59 AM '83
CLERK
CHIEF DEPUTY
SHERIFF
COLUMBIA COUNTY

LAW OFFICES
RICHARD F. STERN
402 BENJAMIN FOX PAVILION
JENKINTOWN, PA. 19046

(215) 885-7716

RICHARD F. STERN
OLENA STERCHO HENDLER

July 21, 1983

Re: First Mortgage Co. of Pa.
Vs. Kile

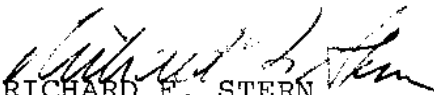
Mr. Al Zale
Sheriff's Office
Columbia County Courthouse
Bloomsburg, PA 17815

Dear Mr. Zale:

This letter will advise you that First Mortgage Co. of Pa.
has no further interest in the Kile matter, it having assigned
all of its right, title and interest in and to
the client of Mr. Purcel. He controls this legal action and
you should be taking direction from him with respect thereto.

Best regards.

Sincerely,


RICHARD F. STERN

RFS/ar
cc: Mr. Charles Purcel

OFFICE OF SHERIFF
COLUMBIA COUNTY
JUL 25 10 20 AM '83
SHERIFF
CHIEF DEPUTY

First Mortgage Co.

VS

Kile

THURSDAY,

June 9, 1983

NO.

26 of 1983 E.D.WRIT OF EXECUTION:PREMISES SOLD SINGULARLY

Judgement --- Principal

\$ 166,434.81

Insurance

Interest from 10/12/82 to _____7,961.76

Real Estate Tax

Interest from _____ to _____

_____ days @ \$ _____ per day

Attorneys' Fee

Total ... \$

\$ _____

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$ 30.00 Pd.

Pro. Pd.

Shff. V.

37.50 Pd.

Judg. Fee

9.00 Pd.

Atty. Fee

Satisfaction

Total ... \$

76.50\$ 76.50SHERIFF'S COST OF SALE:

Docket & Levy

\$ 10.75

Service of Notice

20.00

Postage

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

35.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

25.00

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing & registering)

20.00

Total...

\$ 125.75\$ 125.75

Morning Press (Ads)

\$ 430.75

Berwick Enterprise (Ads)

Henrie Printing

167.35

Total ... \$

527.75\$ 537.75

Prothonotary - List of Liens

\$ 10.00

Deed

Total ... \$

157.00\$ 157.00

Recorder of Deeds, Col. Co.

Deed, Search, Copywork, etc.

Total ... \$

53.00\$ 53.00REAL ESTATE TAXES:Borough/Twp. & County Taxes, 1983 (Premises "A")\$ 235.00DELINQU ENT TAXES, 1981 & 19822872.75(Total Tax Owed on 4 Props. - \$5603.48) figure to use if sold collectively

Total ... \$

3080.75\$ 3080.75SEWERAGE RENT DUE:

Municipality _____ for 19__

\$ _____

\$ _____

TOTAL TAXES & COSTS ----- \$

3172.23

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

FIRST MORTGAGE CO.

VS

KILE

THURSDAY, _____ NO. _____

WRIT OF EXECUTION:

PREMISES SOLD COLLECTIVELY

Judgement --- Principal \$ _____
Insurance _____
Interest from _____ to _____
Real Estate Tax _____
Interest from _____ to _____
_____ days @ \$ _____ per day
Attorneys' Fee _____

Total ... \$ _____ \$ _____

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ _____
Pro. Pd. _____
Shff. V. _____
Judg. Fee _____
Atty. Fee _____
Satisfaction _____

Total ... \$ _____ \$ _____

SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75
Service of Notice 20.00
Postage -
Posting of Sale Bills (Bldg., Office, Lobby, etc.) 35.00
Advertising, Sale Bills 5.00
Newspapers 5.00
Mileage 25.00
Crying/Adjourn of Sale 5.00
Sheriff's Deed (executing & registering) 50.00

Total... \$ 155.75 100.75 \$ 155.75

Morning Press (Ads) \$ 430.40
Berwick Enterprise (Ads) 107.35
Henrie Printing

Total ... \$ 537.75 121 \$ 537.75

Prothonotary - List of Liens \$ 10.00
Deed 5.00

Total ... \$ 15.00 10.26 \$ 15.00

Recorder of Deeds, Col. Co. \$ 35.02
Deed, Search, Copywork, etc. 19.50

Total ... \$ 35.50 19.50 \$ 35.50

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19__ \$ _____
School Taxes, District _____, 19__
Parcel #2

Total of Premises "A, B, C & D"

Total ... \$ _____ \$ 5,603.48

SEWERAGE RENT DUE:

Municipality _____ for 19__ \$ _____

TOTAL TAXES & COSTS ----- \$ 6,3

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

IN RE: RODNEY L., GLORIA ANN, E. ROBERT
vs.
and ARLENE G. KILE

Sheriff

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

RODNEY L. KILE and GLORIA ANN KILE, his wife, and E. ROBERT KILE and ARLENE G. KILE, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

BOROUGH OF DANVILLE

versus

RODNEY KILE

No. 458 of Term, 1980
Real Debt \$ 1757.90
Interest from
Commission
Costs
Judgment entered March 21, 1980
Date of Lien
Nature of Lien Ex-Record

FIRST MORTGAGE CO. of PA.

versus

RODNEY L. KILE and GLORIA ANN KILE

E. ROBERT KILE and ARLENE G. KILE

No. 339 of Term, 1980
Real Debt \$ 327,060.30
Interest from
Commission
Costs
Judgment entered April 17, 1980
Date of Lien
Nature of Lien Default Judgment

UNITED PENN. BANK

versus

RODNEY KILE & GLORIA A. KILE

No. 1647 of Term, 1980
Real Debt \$ 7248.00
Interest from
Commission
Costs
Judgment entered October 21, 1980
Date of Lien
Nature of Lien Note

COMMONWEALTH OF PENNSYLVANIA

versus

RODNEY L. KILE

No. 1799 of Term, 1980
Real Debt \$ 513.73
Interest from
Commission
Costs
Judgment entered November 25, 1980
Date of Lien
Nature of Lien State Tax Lien

Dryden Oil Co. of Pa.

versus

RODNEY KILE

No. 1810 of Term, 1980
Real Debt \$ 381.85
Interest from
Commission
Costs
Judgment entered December 1, 1980
Date of Lien
Nature of Lien Transcript of Judgment

LIST OF LIENS

VERSUS

RODNEY L. KILE and GLORIA ANN KILE, his wife, and E. ROBERT KILE and ARLENE G. KILE, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

U.S. AMERICA

versus

RODNEY KILE

No. 300 of Term, 1982
Real Debt \$ 3364.75
Interest from
Commission
Costs
Judgment entered March 8, 1982
Date of Lien
Nature of Lien Federal Tax Lien

U.S.A.

versus

RODNEY KILE

No. 518 of Term, 1982
Real Debt \$ 839.88
Interest from
Commission
Costs
Judgment entered April 28, 1982
Date of Lien
Nature of Lien Federal Tax Lien

NATIONWIDE INSURANCE

versus

RODNEY KILE

No. 992 of Term, 1982
Real Debt \$ 1306.00
Interest from
Commission
Costs
Judgment entered August 20, 1982
Date of Lien
Nature of Lien Transcript of Judgment

FIRST MORTGAGE CO. OF PA.

versus

RODNEY L. & GLORIA ANN KILE

E. ROBERT & ARLENE G. KILE

No. 54 of Term, 1982
Real Debt \$ 166,434.81
Interest from
Commission
Costs
Judgment entered November 15, 1982
Date of Lien
Nature of Lien Order of Court

NICHOLAS SABUACAK, JR.

versus

RODNEY & GLORIA KILE

No. 1367 of Term, 1982
Real Debt \$ 23,157.40
Interest from
Commission
Costs
Judgment entered December 2, 1982
Date of Lien
Nature of Lien Note

LIST OF LIENS

VERSUS

RODNEY L. KILE and GLORIA ANN KILE, his wife, and E. ROBERT KILE and ARLENE G. KILE, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA

UNEMPLOYMENT & COMPENSATION FUND

versus

RODNEY L. KILE

No. 417 of Term, 19 83
Real Debt ||\$ 740.42
Interest from ||
Commission ||
Costs ||
Judgment entered April 15, 1983
Date of Lien
Nature of Lien State Tax 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

versus

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

Phone: 717-784-1991

Extension 42

P. O. Box 380, BLOOMSBURG, PA. 17815

June 1

19 83

Victor Vandling, Sheriff

TO REGISTER AND RECORDER OF COLUMBIA COUNTY, PENNA. DR
COURT HOUSE

All fees belong to the County and must be paid in advance

Copywork, Re: Sheriff Search on Rodney L. Kile, et al, \$14. 50

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Bernhart~~, 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

Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, his wife, and find as follows:

See photostatic copies attached.

Fee \$.50.....

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

Beverly J. Michael Acting
RECORDER

This Indenture,

Made the 28th day of January, in the year of our Lord one thousand nine hundred and seventy-four (1974).

Between EDWARD ROBERT KILE and ARLENE G. KILE, His Wife, both of R. #3, Bloomsburg, Columbia County, Pennsylvania, MORTGAGORS,

- A N D -

THE FIRST NATIONAL BANK OF EASTERN PENNSYLVANIA, Bloomsburg Office, having its principal place of business in the City of Wilkes-Barre, Luzerne County, Pennsylvania,

a Corporation existing and incorporated under the laws of the United States of America, Mortgagee, of the other part,

Whereas, the said EDWARD ROBERT KILE and ARLENE G. KILE, His Wife,

The Mortgagors, in and by their certain obligation, under their hands and seal, duly executed, bearing even date herewith, stand bound unto the said Mortgagee, its Successors or Assigns in the sum of THIRTY-THREE THOUSAND (\$33,000.00) DOLLARS, lawful money of the United States of America; conditioned that the said Mortgagors, their Heirs, Executors and Administrators shall and do well and truly pay, or cause to be paid unto the said Mortgagee, its certain Attorneys, Successors or Assigns, the sum of SIXTEEN THOUSAND FIVE HUNDRED (\$16,500.00) DOLLARS, payable within twenty (20) years from the date hereof, together with interest thereon at the rate of eight (8%) per cent per annum, payable monthly. Payments on account of principal and interest shall be made at the rate of at least One hundred thirty-eight Dollars and Two Cents (\$138.02) per month, beginning the 4th day of MARCH, 1974.

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 at all times, pay all taxes and keep the buildings erected upon the land herein described insured for the benefit of the Mortgagee in some good and reliable Stock Insurance Company or Companies, to the amount of at least SIXTEEN THOUSAND FIVE HUNDRED (\$16,500.00) Dollars, and take no insurance out on said buildings not marked for the benefit of the Mortgagee.

And The Further Condition of this Obligation is such, that if at any time default shall be made in the payment of principal or interest as aforesaid, for the space of thirty days after any payment thereof shall fall due, or if a breach of any other of the foregoing conditions be made by the said Mortgagors, their Heirs, Executors, Administrators or Assigns, the said principal sum shall, at the option, of the said Mortgagee, its Successors or Assigns, become due, and payment of the same, with the interest, taxes and costs of insurance due thereon, as aforesaid, together with an Attorney's commission of ten per centum on the said principal sum, besides costs of suit, may be enforced and recovered at once.

Now This Indenture Witnesseth, that the said Mortgagors, as well for and in consideration of the aforesaid debt or sum of SIXTEEN THOUSAND FIVE HUNDRED (\$16,500.00) Dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said Mortgagee, its Successors or Assigns, in the discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar, lawful money, aforesaid, unto the said Mortgagors, in hand paid by the said Mortgagee the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, release and confirm unto the said Mortgagee, its Successors and Assigns, ALL THOSE

169
BOOK 169 PAGE 791

THREE CERTAIN tracts of land situate partly in Main Township, and partly in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1 - BEGINNING at a stone corner of land of Alexander Bitler and land of Reuben Shuman; thence north 87 degrees east, 117-1/2 perches to a pine stump; thence by Peter Buella, north 1 degree 15 minutes west, 77 perches to a pine corner; thence by Chas. Sweppenheiser, south 89 degrees west, 53 perches to a post corner; thence by the same, north 30 minutes west, 33.3 perches to a post corner; thence by Alex Bitler, south 88 degrees 45 minutes west, 32.3 perches to a stone corner; thence north 15 minutes east, 27.9 perches to a chestnut corner; thence south 84 degrees 15 minutes west, 38.8 perches to a chestnut corner; thence south 57 degrees 30 minutes west, 16-1/2 perches to a white oak stump; thence south 39 degrees west, 10.9 perches to a pine; thence south 14 degrees 54 minutes east, 3.3 perches to a stone; thence south 17 degrees 30 minutes west, 14.6 perches to a stone corner; thence south 4 degrees 7 minutes east, 21.4 perches to a stone; south 17 degrees 30 minutes east, 21.2 perches to a stone; thence south 25 degrees 15 minutes east, 48.5 perches to a stone; south 20 degrees east, 18.7 perches to a stone, the place of beginning. CONTAINING 86 acres and 107 perches, more or less.

TRACT NO. 2 - BEGINNING at a stone in a private road in line of above tract and running thence by said line, south — degrees west, 39 perches to a stone in a private road; thence by said road and land of Joseph H. Hartzel, south 62 degrees east, 10.2 perches; thence by same, south 71 degrees east, 7.9 perches; thence by the same, south 81 degrees east, 9 perches to the junction of another private road; thence by the same, north 40-1/2 degrees east, 18 perches to the place of beginning. CONTAINING 1 acre and 57 perches, more or less.

TRACT NO. 3 - BEGINNING at a post corner in line of lands formerly of Joseph Carl but now of Charles Pursel and land formerly of Alexander Bitler and running thence along land of Charles Pursel aforesaid, south 1 degree 5 minutes east, 117 perches to a post corner in line of land of Charles Miller; thence along land of Charles Miller and others, north 87-1/4 degrees east, 61.5 perches to a stone corner; thence along lands formerly of Rebecca Harmony, but now of Harry Whitenight, north 20 degrees west, 18.7 perches to a stone; thence north 25-1/2 degrees west, 48.5 perches to a stone; thence north 17-1/2 degrees west, 21.2 perches to a stone; thence north 4-1/2 degrees west, 22.4 perches to a stone; thence north 17-1/2 degrees east, 14.6 perches to a stone; thence north 14 degrees and 54 minutes west, 3.2 perches to a pine corner; thence along lands formerly of Alexander Bitler, but now of Pietro Greco et al, south 35 degrees west, 7.1 perches to a stone and thence south 88 degrees west, 29.4 perches to a post corner, the place of beginning. CONTAINING 30 acres of land, be the same more or less.

Together with all and singular buildings hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof,

To Have and to Hold the said buildings hereditaments and premises granted, or mentioned and intended so to be, with the appurtenances, unto the said Mortgagee, its Successors or assigns, to and for the only proper use and behoof of the said Mortgagee, its Successors and assigns forever

And the said Mortgagors, for their Heirs and Assigns, do hereby covenant, promise and agree to and with the said Mortgagee, its Successors and Assigns, that if the said Mortgagors, their Heirs or Assigns, shall neglect or refuse to keep up the aforesaid insurance, or pay all taxes, it shall be lawful for the said Mortgagee, its Successors or Assigns, to insure the said buildings in the sum aforesaid and pay said taxes and shall recover the costs and expenses of such insurance and taxes in a suit upon this Mortgage.

Provided Always, nevertheless, that if the said Mortgagors, their Heirs, Executors, Administrators or Assigns do and shall pay, or cause to be paid, unto the said Mortgagee its Successors or Assigns, the said principal sum of SIXTEEN THOUSAND FIVE HUNDRED Dollars, lawful money aforesaid, on the day and time hereinbefore mentioned and appointed for payment of the same, together with interest, taxes, costs and charges of insurance, as aforesaid, and without any deduction, defalcation or abatement to be made of anything for or in respect of any taxes, charges or assessments whatsoever, then and from thenceforth as well this present Indenture and the estate hereby granted, as the said recited Obligation shall cease, determine and become void.

And Provided Also, that it shall and may be lawful for the said Mortgagee, its Successors or Assigns, when and as soon as the said principal sum shall in any event, become due and payable, as aforesaid, to sue out forthwith a writ or writs of Scire Facias upon this Indenture of Mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest due thereon, and the costs and expenses of insurance and taxes as aforesaid, together with an Attorney's commission of ten per centum on said principal sum, besides costs of suit, without stay of or exemption from execution or other process with a full release of errors.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jay Ward

E. Robert Kile

Arthur S. Kile

Seal

Seal

Seal

Seal

Seal

Commonwealth of Pennsylvania

County of COLUMBIA

ss.

On this, the

28th

day of

January,

A. D. 19 74, before me
the undersigned Officer,

a Notary Public,
personally appeared EDWARD ROBERT KILE and ARLENE G. KILE, His Wife,
known to me (or satisfactorily proven) to be the persons whose names are
instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Barbara L. Doran

NOTARY PUBLIC

My Commission Expires 3-6-74
Title of Officer

State of

County of

ss.

On this, the

day of

A. D. 19 , before me
the undersigned Officer, personally
known to me (or satisfactorily

appeared
proven) to be the person whose name
he executed the same for the purposes therein contained.

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

Title of Officer

I Hereby Certify, that the precise residence of the Mortgagee and person entitled to interest on this
Mortgage 11 West Market Street, Wilkes-Barre, Pa.

Attorney for Mortgagee.

E. Eugene Eves

REC'D BY RECORDER
COLUMBIA CO., PA.

#13
Mortgage TAX \$5.00
FEB 4 11 24 AM '74
To A Corporation

From

EDWARD ROBERT KILE AND

ARLENE G. KILE, HIS WIFE,

To

THE FIRST NATIONAL BANK OF

EASTERN PENNSYLVANIA.

Debit
Upon
To secure
Payable

Entered for record in the Recorder's
Office of
the
County
day of
A. D. 19
Tax \$
Fees \$

Recorder.

LAW OFFICES OF
SMITH, EVES AND KELLER
207 MARKET ST.
BLOOMSBURG, PENNA.

Form No. 101 Legal Blank Printery, Lancaster, Pa.

Commonwealth of Pennsylvania

County of COLUMBIA

ss.

Recorded on this

4th

day of

February

A. D. 19 74, in the

Recorder's Office of said County, in Mortgage Book

Volume 169

, Page 791

11:24 a.m.

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

John Q. Finckel

Recorder

BOOK 169 PAGE 794

This Indenture, Made the 18th

day of JANUARY in the year of our Lord one thousand nine hundred and SEVENTY-NINE (1979) **Between**

RODNEY LEE KILE & GLORIA ANN KILE, HIS WIFE
E. ROBERT KILE & ARLENE G. KILE, HIS WIFE

(hereinafter called the Mortgagor), of the one part, and

FIRST MORTGAGE CO. OF PA., A PENNSYLVANIA CORPORATION
620 Benjamin Fox Pavilion, Jenkintown, Pa. 19046

(hereinafter called the Mortgagee), of the other part.

Whereas, the Mortgagor, in and by a certain Obligation or Writing, obligatory under the hand and seal of the Mortgagor, duly executed, bearing even date herewith, stands firmly bound unto the Mortgagee in the sum of **Two Hundred Forty-Four Thousand (\$244,000.00)** Dollars, lawful money of the United States of America, conditioned for the payment to the Mortgagee of the just sum of

One Hundred Twenty-Two Thousand (\$122,000.00) plus interest.

The term of the loan is for 78 months and payments are to be made as per terms contained in commitment letter dated January 16, 1979 attached hereto and made a part hereof. The first installment payable on February 5, 1979 and the remaining installments on the same day of each month thereafter with interest only after maturity or default at the rate of one and one-half (1 1/2%) percent per month. On nonpayment of any installment or payment when due and not cured within five (5) days, there shall be added to such delinquent payment a late charge equal to ten (10%) percent of said payment. Should any default be made in the payment of any installment as aforesaid, then the entire unpaid balance (see reverse side) without any fraud or further delay, and further conditioned to keep and maintain at all times, until the full discharge of the said Obligation, a fire insurance policy or policies, with extended coverage endorsement, in good and approved company or companies, duly assigned as collateral security to the Mortgagee, to an amount not less than

in form, as shall be required and be satisfactory to Mortgagee, upon the buildings on the premises hereinafter described; and further for the production to the Mortgagee, on or before the _____ day of _____

of each and every year, of receipts for all taxes, water rents and sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; and shall keep and maintain the mortgaged premises in good condition and repair and shall not cause any structural or material change to be made without first having secured the approval, in writing, of the Mortgagee.

Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of said principal sum or any balance thereof at maturity, or of an installment of principal and of interest as aforesaid, for the space of **five (5)** days after such payment thereof shall fall due, or, in the prompt and punctual maintenance of the insurance with extended coverage so assigned as aforesaid, or, in the production to the Mortgagee, on or before the **first** day of **September** of each and every year, of receipts for such taxes, water rents and sewer rents of the current year assessed upon the premises mortgaged and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby; or, shall fail to keep and maintain the mortgaged premises in good condition and repair, or, without written approval shall cause a structural or material change to be made; then and in such case the whole principal debt aforesaid or so much thereof as shall then remain unpaid shall, at the option of the Mortgagee, become due and payable immediately, and payment of said principal debt, or all unpaid installments thereof and all interest thereon, may be enforced and recovered at once, anything therein contained to the contrary notwithstanding; that thereupon a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a Complaint or any other legal proceeding is properly filed, based upon this Indenture of Mortgage, that an attorney's commission for collection viz. **by the first** the indebtedness or **Two Hundred Dollars**, whichever is the larger amount, shall be payable, and shall be recovered in addition to all principal and interest besides costs of suit, 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 Mortgagor, as well for and in consideration of the aforesaid debt or principal sum of

Two Hundred Forty-Four Thousand (\$244,000.00) Dollars, and for the better securing the payment of the same, with interest as aforesaid, unto the Mortgagee, in discharge of the said recited Obligation, as for and in consideration of the further sum of One Dollar unto the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the Mortgagee,

or principal and interest and all other sums due by Mortgagor to Mortgagee shall become due and payable immediately, at the option of Mortgagee. Mortgagor has no right of prepayment or diminution of interest for the first one and one-half (1 1/2) years being eighteen (18) consecutive monthly payments hereunder having been timely made. Thereafter, Mortgagor may prepay the full balance hereof subject to giving Mortgagee ninety (90) days' written notice of intent to prepay, and upon such prepayment, Mortgagee will rebate any unearned interest or discount computed on the basis of one-half (1/2) the rule of 78's method.

The Fox Pavilion (Suite 620), Jenkintown, Pa. 19046 • (215) 885-7710 or 885-0600

January 16, 1979

Rodney L. Kile
420 Ridge Street
Bloomsburg, Pa.

Dear Mr. Kile:

This is to advise you that First Mortgage Co. of Pa. hereby approves a loan to Rodney L. Kile under the following terms and conditions:

The net loan is to be in the sum of \$122,000.00 plus interest at 1 3/4% for the first 6 months and 15.5% add-on rate for the balance of the loan being 72 months. The term of the loan is for 78 months and shall be paid in the following manner: Beginning on the 5th day after settlement and continuing every month thereafter for a total of 78 months the following is to be paid. For the first 6 months, interest only payments of 1 3/4% on the highest dollars in use during the preceding month shall be paid. For the balance of the loan being 72 months the sum of \$3,274.00 each shall be paid.

It is agreed that borrower will use a maximum of \$67,092.14 for the completion of the house presently being built.

After Apex Financial Corp. receives its July 5, 1979 payment on the loan dated February 25, 1978, it will consolidate the unpaid balance of \$71,907.86 less \$17,000.00 held in escrow with the new loan, so that the new loan shall be as follows:

Construction funds	67,092.14
Old loan balance as of 7/5/79 net)	54,907.86

Total loan	122,000.00
------------	------------

At the time of said consolidation, provided all payments are current, that the house being built is completely finished and lender inspected the property to verify the completion, lender will then satisfy said loan of February 25, 1978. Starting August 5, 1979, and every month thereafter for a total of 72 months the sum of \$3,274.00 each will be paid.

The initial disbursement will be \$5,000.00 less all costs and all additional construction funds will be disbursed upon receipt of vouchers, but only upon lenders approval.

As security for the loan the borrower is to execute a note and warrant of attorney which will contain the terms and conditions of the loan aforesaid. As additional security, Gloria Ann Kile, E. Robert Kile and Arlene G., his wife, will individually guarantee the loan. Lender agrees to release E. Robert Kile & Arlene G., his wife, from their obligation after borrower has made 36 monthly payments of \$3,274.00 each. Said release is contingent upon the payments having been paid promptly.

The lender is unwilling to make the loan unless the lending corporation receives as additional security the following:

- (A) A second mortgage on 420 Ridge Street, Bloomsburg, Pa. Said property is owned by Rodney L. Kile and Gloria Ann, his wife, and is subject to a first lien in the approximate sum of \$138,624 held by Apex Financial Corp.
- (B) A second mortgage on R.D. #8, Bloomsburg, Pa. Said property is owned by E. Robert Kile & Arlene G., his wife, and is subject to a first lien in the approximate sum of \$138,624 held by Apex Financial Corp.
- (C) A first mortgage on R.D. #2, Orangeville, Columbia County, Pa. Said property is owned by Rodney Lee Kile and Gloria Ann, his wife.

Borrower must have mechanics lien insurance.

- (1) A title insurance policy will be required by the lender at the expense of the borrower showing the within mortgages to be the liens above stated.
- (2) Fire and extended insurance coverage on the above property will be required by the lender. No binder will be accepted. Said policy shall contain a mortgage payable clause in the name of the lender and shall show the amount of coverage. Said policy is to be in an amount sufficient to cover the within loan and will be required at the time of settlement.
- (3) Proof that all property taxes for the year 1978 have been paid must be supplied to the lender at the time of settlement.
- (4) Lender will require a statement from said first mortgage company which shall verify the balance, state that the account is paid to date, and if said mortgage company is holding escrow funds for real estate taxes.

It is understood and agreed by the parties hereto that lender will be represented by Richard F. Stern who will prepare the legal documents. If you intend to be represented by an attorney, please advise his name, address and phone number so that he may be advised as to when settlement is to take place. Borrower agrees to pay out of the proceeds of the within loan attorney costs in the amount of Six Hundred (\$600.00) Dollars.

The borrower shall have no right of prepayment or diminution of interest for the first one and one-half (1 1/2) years being eighteen (18) consecutive monthly payments. Anytime thereafter borrower may prepay the loan with ninety (90) days' written notice to lender and lender will rebate the unearned interest on the account under one-half (1/2) the rule of 78's method.

The within letter of commitment shall be good until the 31st day of January 1979, it being specifically understood that settlement be completed on or before said date. If settlement does not take place on or before January 31, 1979 for any reason including borrower's inability to comply with the terms of the commitment, this commitment shall be null and void.

It is further understood that this commitment shall be cancelled by the lender if, at any time prior to settlement lender becomes aware of a material adverse change in the financial condition or business prospects of borrower, or lender becomes aware of any derogatory information concerning the borrower.

It is understood and agreed that the net proceeds in the sum of \$122,000.00 shall be used to complete construction of house.

Very truly yours,

Theodore H. Kapnek, Jr.

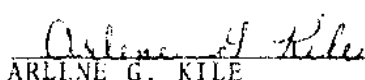
/de

The within letter of commitment is hereby accepted this ____ day of _____, 1979.

 (SEAL)
RODNEY L. KILE

 (SEAL)
E. ROBERT KILE

 (SEAL)
GLORIA ANN KILE

 (SEAL)
ARLINE G. KILE

DESCRIPTION AND RECITAL

PREMISES "A"

ALL THAT CERTAIN piece, parcel and lot of land, SITUATE in Orange Township, Columbia County, Pennsylvania more particularly bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of L. R. 19033, leading from Light Street to Orangeville, said iron pin being the Northwestern corner of land of Milton and Judy Hess;

THENCE along the Western line of land of Hess South 24 degrees 03 minutes 20 seconds East 186.92 feet to an iron pin in line of land of Earl and Mary Lemons;

THENCE along land of Lemons South 69 degrees 16 minutes 11 seconds West 347.07 feet to an iron pin;

THENCE along the same North 24 degrees 03 minutes 20 seconds West 177.47 feet to an iron pin on the Southerly line of L. R. 19033;

THENCE along the Southerly line of L. R. 19033 North 63 degrees 20 minutes 46 seconds East 100.00 feet to a point;

THENCE along the same North 64 degrees 05 minutes 39 seconds East 125.92 feet to a point;

THENCE along the same North 71 degrees 01 minute 57 seconds East 48.63 feet to a point;

THENCE along the same North 77 degrees 38 minutes 42 seconds East 73.82 feet to an iron pin, being the point and place of BEGINNING.

CONTAINING 1.518 Acres of land according to Survey of Orangeville Surveying Consultants dated March 22, 1977.

BEING the same premises which Earl O. Lemons and Margaret B. Lemons, his Wife, by Indenture bearing date the 20th day of April, A. D., 1978 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 286 Page 895 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife in fee.

DESCRIPTION AND RECITAL

PREMISES "B"

ALL THAT CERTAIN piece, parcel and tract of land Situate in Scott Township, Columbia County, Pennsylvania, bounded and described as follows, TO WIT:

BEGINNING at an iron pin in place Situate on the Eastern edge of Ridge Street; thence along the same, North 14 degrees 21 minutes 40 seconds West 13.79 feet to an iron pin; thence along the same North 16 degrees 03 minutes 40 seconds West 46.46 feet to an iron pin; thence along lands retained by Lane Hess, North 68 degrees 24 minutes 20 seconds East 132.82 feet to an iron pin; thence along lands now or formerly of Arthur J. Hess and Evelyn M. Hess, his Wife, South 22 degrees 22 minutes 57 seconds East 60 feet to an iron pin in place; thence South 68 degrees 24 minutes 20 seconds West 139.06 feet to an iron pin in place, the place of BEGINNING. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

BEING the same premises which Lane Hess and Elaine Hess, his Wife, by their Indenture bearing date the 22nd day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 926 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "C"

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

BEGINNING at an iron pin at corner of lands of Agway, Inc. and Lane Hess, said point being South 22 degrees 22 minutes 57 seconds East 200 feet from the common corner of Agway and Hess and edge of D.R. & W. Railroad right-of-way; thence along lands of Agway, Inc. North 78 degrees 37 minutes 03 seconds East 200 feet to an iron pin at corner of lands of Agway, Inc. and Arthur J. Hess and Evelyn M. Hess, his wife; thence along lands of Arthur J. Hess and Evelyn M. Hess, his wife South 22 degrees 22 minutes 57 seconds East 130.63 feet to an iron pin; thence South 74 degrees 51 minutes 00 seconds West 197.50 feet to an iron pin in place; thence along lands now or formerly of Lane Hess, North 22 degrees 22 minutes 57 seconds West 143.88 feet to an iron pin, the place of beginning. CONTAINING .5683 of an acre. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

RESERVING however to the Grantors, their heirs and assigns, the area and common use, right, liberty and privilege of a passageway, sixty feet in width which traverses the entire length of the Southern edge of the property hereinabove conveyed to property retained by said Grantors on the Eastern side of the property hereinabove conveyed, together with free ingress, egress and regress to and for the said Grantors, their heirs and assigns, their tenants or possessors of said property contiguous to the property hereinabove conveyed.

DESCRIPTION AND RECITAL

BEING the same premises which Arthur J. Hess and Evelyn M. Hess, his Wife, by Indenture bearing date the 29th day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 1059 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "D"

ALL THOSE THREE CERTAIN tracts of land Situate partly in Main Township and partly in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

TRACT NO. 1 - BEGINNING at a stone corner of land of Alexander Bitler and land of Reuben Shuman; thence North 87 degrees East 117-1/2 perches to a pine stump; thence by Peter Bualla North 1 degree 15 minutes West 77 perches to a pine corner; thence by Chas. Sweppenheiser South 89 degrees West 53 perches to a post corner; thence by the same North 30 minutes West 33.3 perches to a post corner; thence by Alex Bitler, South 88 degrees 45 minutes West 32.3 perches to a stone corner; thence North 15 minutes East 27.9 perches to a Chestnut corner; thence South 84 degrees 15 minutes West 38.8 perches to a chestnut corner; thence South 57 degrees 30 minutes West 16-1/2 perches to a white oak stump; thence South 39 degrees West 10.9 perches to a post; thence South 14 degrees 54 minutes East 3.3 perches to a stone; thence South 17 degrees 30 minutes West 14.6 perches to a stone corner; thence South 4 degrees 7 minutes East 21.4 perches to a stone; South 17 degrees 30 minutes East 21.2 perches to a stone; South 25 degrees 15 minutes East 48.5 perches to a stone; South 20 degrees East 18.7 perches to a stone the place of beginning. CONTAINING 86 acres and 107 perches more or less.

TRACT No. 2 - BEGINNING at a stone in a private road in line of above tract and running thence by said line South degrees West 39 perches to a stone in a private road; thence by said road and land of Joseph H. Hartzel South 62 degrees East 10.2 perches; thence by same South 71 degrees East 7.9 perches; thence by the same South 81 degrees East 9 perches to the junction of another private road; thence by the same North 40-1/2 degrees East 18 perches to the place of beginning. CONTAINING 1 acre and 57 perches more or less.

TRACT No. 3 - BEGINNING at a post corner in line of lands formerly of Joseph Carl but now of Charles Pursel and land formerly of Alexander Bitler and running thence along land of Charles Pursel aforesaid, South 1 degree 5 minutes East 117 perches to a post corner in line of land of Charles Miller; thence along land of Charles Miller and other North 87-1/4 degrees East 61.5 perches to a stone corner; thence along lands formerly of Rebecca Harmony but now of Harry Whitenight, North 20 degrees West 18.7 perches to a stone; thence North 25-1/2 degrees West 48.5 perches to a stone; thence North 17-1/2 degrees West 21.2 perches to a stone; thence North 4-1/2 degrees West 22.4 perches to a stone; thence North 17-1/2 degrees East 14.6 perches to a stone; thence North 14 degrees and 54 minutes West 3.2 perches to a pine corner; thence along lands formerly of Alexander Bitler but now of Pietro Greco et al, South 35 degrees West 7.1 perches to a stone and thence South 88 degrees West 29.4 perches to a post corner, the place of beginning. CONTAINING 30 acres of land be the same more or less.

BEING the same premises which Whitenights by Indenture bearing date August 3, 1967 and recorded at Bloomsburg in the Office for Recording of Deeds in and for the County of Columbia in Deed Book 246, page 782, granted and conveyed unto E. Robert Kile and Arlene G. Kile, h/w, in fee.

UNDER AND SUBJECT to the payment of a certain mortgage debt or principal sum of \$6,000.00 to First Eastern Bank with interest thereon as the same may become due and payable; and

UNDER AND SUBJECT to the payment of a certain mortgage debt or principal sum of \$138,624.00 with interest thereon as the same may become due and payable.

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

To have and to hold the said Lot or piece of Ground above described, with the Message or Tenement thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the Mortgagee, to and for the only proper use and behoof of the Mortgagee

UNDER AND SUBJECT as aforesaid, and

UNDER AND SUBJECT to existing easements and rights of way of record.

Provided always, nevertheless, that if the Mortgagor does and shall well and truly pay, or cause to be paid, unto the Mortgagee, the aforesaid debt or principal sum or balance of principal sum at maturity, or of said principal sum in installments on the days and times herebefore mentioned and appointed for payment of the same, together with interest as aforesaid, and shall produce to the Mortgagee, on or before the first day of September of each and every year, receipts for all taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby and shall keep and maintain said fire insurance with extended coverage so assigned as aforesaid, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, herein mentioned to be paid or done, and shall keep and maintain the mortgaged premises in good condition and repair, then, and from thenceforth, as well this present **Indenture** and the estate hereby granted, as the said created Obligation shall cease, determine and become void, anything herebefore contained to the contrary thereof, in any wise notwithstanding

Provided further, that it shall and may be lawful for the Mortgagee, in case default shall be made for the space of 5 days in the payment of any installment of the said principal sum or interest thereon, or of said principal sum or any balance thereof at maturity, or in the prompt or punctual maintenance of said fire insurance with extended coverage so assigned as aforesaid, or in case there shall be default in the production to the Mortgagee, on or before the first day of September of each and every year, of such receipts for such taxes, water rents, sewer rents of the current year assessed upon the mortgaged premises and receipts for all other charges and claims which shall or might have priority in lien or payment to the debt secured hereby or if the Mortgagee shall fail to keep and maintain the mortgaged premises in good condition, and repair or, without written approval shall cause a structural or material change to be made, to sue out forthwith upon a Complaint or any other legal proceeding based upon this Indenture of Mortgage, and to proceed thereon to judgment and execution, for the recovery of the whole of said principal debt, or so much thereof as shall then remain unpaid, and all interest due thereon, together with an attorney's commission for collection, viz: ~~ten~~ five per cent of the indebtedness or Two Hundred Dollars, whichever is the larger amount, besides costs of suit, without further stay, any law, usage or customs to the contrary notwithstanding. And the Mortgagor hereby waives and relinquishes unto the Mortgagee all benefit that may accrue to the Mortgagor by virtue of any and every law made or to be made to exempt the above described premises or any other property whatever, or of personal property from levy and sale under execution, or any part of the proceeds arising from the sale thereof, from the payment of the moneys hereby secured, or any part thereof

In the Event that there is more than one party named herein as Mortgagor or Mortgagee, the word "Mortgagor" or "Mortgagee" wherever occurring herein shall mean the plural. The masculine herein shall refer to and include the feminine as well as the corporate gender. The Obligation, responsibility and liability of each and every party hereto, and also the authority and powers conferred herein, shall be joint and several and shall inure to the benefit of and bind each and every party hereto and his, her, its and their, and each of their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the said Mortgagor to these presents has caused this Indenture to be executed under seal the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US,

Richard H. Hines

Weyler

Robney L. Kile (SEAL)
ROBNEY L. KILE

Gloria Ann Kile (SEAL)
GLORIA ANN KILE

E. Robert Kile (SEAL)
E. ROBERT KILE

Arline G. Kile (SEAL)
ARLENE G. KILE

On this, the 19th day of JAN. 1979, before me A NOTARY PUBLIC

the undersigned officer, personally appeared **RODNEY L. KILE, GLORIA ANN KILE**
E. ROBERT KILE, ARLENE G. KILE

known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledge that he executed the same in the capacity therein stated and for the purposes therein contained.

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

[Signature]

On this, the day of 19 , before me

the undersigned officer, personally appeared

who acknowledged himself (herself) to be the

of

, being authorized, to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself (herself) as

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

RECORDED BY RECORDER
COLUMBIA CO. PA.

TAX \$50.00 FEE 17.00

JAN 19 1 10 PM '79

The ADDRESS of the within-named Mortgagee

is 620 Fox Pav.

Jenkintown, Pa. 19046

On behalf of the Mortgagee

PA - 3462

#156

Mortgage.

RODNEY LEE KILE &
GLORIA ANN KILE, HIS WIFE
E. ROBERT KILE &
ARLENE G. KILE, HIS WIFE

TO

FIRST MORTGAGE CO. OF PA.
A PENNSYLVANIA CORPORATION

PREMISES:

420 Ridge St., Bloomsburg, Pa.
R.D. #8, Bloomsburg, Pa.
R.D. #2, Orangeville, Pa.

John C. Clark Co. Phila 1978

Return To: Congdon & Giddens Inc.
#14 Lancaster Plaza
Hart's Millersville Pa
One mile W. of Hts R. 6100

Recorded in the office for the recording of deeds in and for Columbia County

in Mortgage Book No. 193 page 710

Witness my hand and seal of Office this

19th

day of

Jan.

Anno Domini 1979

1:10 p.m.

[Signature]

Deputy Recorder

BOOK 193 PAGE 720

LAW OFFICES OF
DERR, PURSEL & LUSCHAS
238 MARKET STREET, P.O. BOX 539
BLOOMSBURG, PENNSYLVANIA 17815
(717) 784-4654

TO
Columbia County Sheriff
Court House
Bloomsburg, Pennsylvania 17815

DATE July 18, 1983

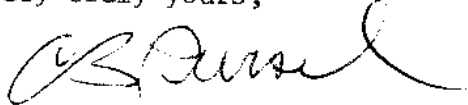
SUBJECT Rod Kile

Attention: Al Zale

Dear Mr. Zale:

This is to confirm that our client, John D. Klingerman, has been assigned the mortgage held by First Mortgage Co. of Pa., against Rodney L. Kile, et al. (See copy attached) and the judgment for the sale has been marked to the use of John D. Klingerman. (See attached copy.)

Very truly yours,


CHARLES B. PURSEL

CBP/rc

CHIEF DEPUTY

SHERIFF

JUL 19 10 54 AM '83

OFFICE OF SHERIFF
COLUMBIA COUNTY

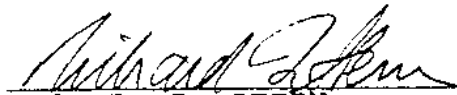
IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FIRST MORTGAGE CO. OF PA. : NO. 54 OF 1982
vs. :
RODNEY L. KILE and :
GLORIA ANN KILE, h/w and :
E. ROBERT KILE and :
ARLENE G. KILE, h/w :
ATTY. I.D. NO. 03315

ORDER TO MARK JUDGMENT TO USE

TO THE PROTHONOTARY:

Please mark the above judgment to the use of John D.
Klingerman, Orangeville, Pennsylvania.


RICHARD F. STERN
Attorney for Plaintiff
First Mortgage Co. of Pa.

CHIEF DEPUTY
SHERIFF
JUL 19 10 54 AM '83
OFFICE OF SHERIFF
COLUMBIA COUNTY

JUN 9 10 10 AM '83
FILED
NOTARY & CLERKS OF COURT

Notary Public

Know all Men by these Presents

THAT FIRST MORTGAGE CO. OF PA., a Pennsylvania corporation
620 Benjamin Fox Pavilion, Jenkintown, PA 19046

the Mortgagee named in the Indenture of Mortgage hereinafter mentioned, for and in consideration of the sum of ONE (\$1.00) DOLLAR -----

lawful money, unto it
paid by ✓ JOHN D. KLINGERMAN

at the time of the execution hereof, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign, transfer and set over unto the said

JOHN D. KLINGERMAN, his heirs

and assigns,

ALL THAT CERTAIN Indenture of Mortgage given and executed

by Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, his wife, to First Mortgage Co. of Pa., a Pennsylvania corporation, in the amount of Two Hundred Eighty-Seven Thousand Two Hundred Eighty Dollars (\$287,280.00) which Mortgage is dated May 3, 1979 and recorded May 4, 1979 in the Office for the Recording of Deeds in and for Columbia County, in Mortgage Book No. 194, page 1064, securing the following premises: R.D. #2, Bloomsburg, Orange Township, Columbia County; 420 Ridge Street, Bloomsburg, Scott Township, Columbia County; Ground located in Scott Township, Columbia County; and R.D. #8, Bloomsburg, Main and Catawissa Townships, Columbia County, Pennsylvania.
Also the Bond or Obligation in the said Indenture of Mortgage recited, and all Moneys, principal and Interest, due and to grow due thereon.

with the Warrant of Attorney to the said Obligation annexed. Together with all Rights, Remedies and Incidents thereunto belonging. And all its Estate, Right, Title, Interest, Property, Claim and Demand,

in and to the same:

To have, hold, receive and take, All and singular the hereditaments and Premises hereby granted and assigned, or mentioned and intended so to be, with the appurtenances, unto JOHN D. KLINGERMAN, his heirs

and assigns, to and for his only proper use, benefit and behoof forever; subject, nevertheless, to the equity of redemption of said Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, his wife,
Mortgagors in the said Indenture of Mortgage named,
and their heirs and assigns therein. This assignment is without recourse against First Mortgage Co. of Pa. whatsoever.

In Witness Whereof, the said First Mortgage Co. of Pa. has hereunto set its hand and corporate

seal this 7th day of June in the year of our Lord one thousand nine hundred and eighty-three (1983).

SEALED AND DELIVERED
IN THE PRESENCE OF US:

FIRST MORTGAGE CO. OF PA.

By: 

Attest: 

(CORPORATE SEAL)

LAW OFFICES
RICHARD F. STERN
402 BENJAMIN FOX PAVILION
JENKINTOWN, PA. 19046
(215) 885-7716

RICHARD F. STERN
OLENA STERCHO HENDLER

RE: First Mtg. Co. of Pa.
VS: Kile et al.

6/9/83

No. 54 of 1982

Sheriff of Columbia County:

Please continue the Sheriff's Sale in the above
matter to July 21, 1983 at 10:30 a.m.

Richard F. Stern,
Attorney for Plaintiff

OFFICE OF SHERIFF
COLUMBIA COUNTY
JUN 9 10 07 PM '83
SHERIFF
CHIEF DEPUTY

OFFICE OF SHERIFF
COLUMBIA COUNTY
JUN 9 10 29 AM '83
SHERIFF
CHIEF DEPUTY

Sheriff's Sale - Kile

430.40

Paul R. Everly III....., being duly sworn according to that The Morning Press is a newspaper of general circulation with its pr of business in the Town of Bloomsburg, County of Columbia and Stat was established on the 1st day of March, 1902, and has been published and Legal Holidays), continuously in said Town, County and State sin- lishment; that hereto attached is a copy of the legal notice or advertis- titled proceeding which appeared in the issue of said newspaper on... May 18, 25, and June 1, 1983... exactly as printed; affiant is one of the owners and publishers of said newspaper in which notice was published; that neither the affiant nor The Morning Press a ject matter of said notice and advertisement, and that all of the alle- statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this 2nd day of June 1983

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BEING the same premises which Bruce Whitenight and Eunice Whitenight, his wife, by their Indenture bearing date the 3rd day of August, A.D. 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A.D., 1967 in Deed Book 236 page 782, granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his wife, in fee.
Premises "A": IMPROVED with a single family dwelling, which has the address of R.D. 2, Bloomsburg, Orange Township, Columbia County, Pa.
Premises "B": IMPROVED with a steel and block garage, which has the address of 420 Ridge Street, Bloomsburg, Scott Township, Columbia County, Pa.
Premises "C": GROUND, Scott Township, Columbia County, Pa.
Premises "D": IMPROVED with a farmhouse (118 acres), which has the address of R.D. 3, Bloomsburg, Main and Catawissa Townships, Columbia County, Pa.
NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on June 10, 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 First Mortgage Co. of Pa. vs. Rodney L. Kile and Gloria Ann Kile, his wife, and E. Robert Kile and Arlene G. Kile, his wife.
SAID PREMISES will be sold by: Victor Vandling, Sheriff of Columbia County.
Richard F. Stern, Atty

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

6288

June 28 1983

60-593
313

PAY TO THE ORDER OF Press-Enterprise, Inc.
Four Hundred-Thirty and 40/100

\$ 430.40

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR First Mortgage Co. vs Kile
No. 26 OF 1983 ED

031309966

57281000

05

Victor B. Vandling

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Everly III, being duly sworn according to that The Morning Press is a newspaper of general circulation with its p of business in the Town of Bloomsburg, County of Columbia and Sta was established on the 1st day of March, 1902, and has been published and Legal Holidays). continuously in said Town, County and State sir lishment; that hereto attached is a copy of the legal notice or adverti titled proceeding which appeared in the issue of said newspaper on May 18, 25, and June 1, 1983 exactly as printed affiant is one of the owners and publishers of said newspaper in which notice was published; that neither the affiant nor The Morning Press ject matter of said notice and advertisement, and that all of the alle statement as to time, place, and character of publication are true.

Sworn and subscribed to before me this day of

[Signature]
[Signature]
[Signature]

My Commission F
MATTHEW J CREME
BLOOMSBURG COL
MY COMMISSION EXPI
Member Pennsylvania A

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

22 minutes West 148.8
iron pin, beginning.
5185 of a description in accordance of survey. Orangeville Consultants 27, 1974.
RESERVING the Grantors and assign and common liberty and passageway in width wh the entire l Southern e property conveyed retained by tors on the of the prop: above convey with free in and regress the said Gr heirs and a tenants or f said property to the prop: above convey BEING the sa which Arthu Evelyn M Hi by Indenti date the 29 A.D. 1974 at Blooms Office for t of Deeds ir County of Deed Boo 1059, gran ved unt Kyle and G his wife, in PREMISES "D" ALL THOSE tracts of l Main To partly ii Township County, bounded as follows TRACT NO at a story of Alexo land of l thence t East 117 pine st Peter degree 77 per corner; Swepp degree to a p by the same. North 30 minutes West 33.3 perches to a post corner; thence by Alex Bitler, South 88 degrees 45 minutes West, 32.3 perches to a stone corner; thence North 15 minutes East 27.9 perches to a chestnut corner; thence South 84 degrees 15 minutes West 38.8 perches to a chestnut corner; thence South 57 degrees 30 minutes West 16½ perches to a white oak stump; thence South 39 degrees West 10.9 perches to a pine; thence South 14 degrees 54 minutes East 3.3 perches to a stone; thence South 17 degrees 30 minutes West 14.6 perches to a stone corner; thence South 4 BEING the same premises which Bruce Whitenight and Eunice Whitenight, his wife, by their Indenture bearing date the 3rd day of August, A.D. 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A.D., 1967 in Deed Book 236 page 782, granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his wife, in fee.
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SAID PREMISES will be sold by:
Victor Vandling
Sheriff of
Columbia County.
Richard F. Stern, Atty.
May 18, 25, June 1, 1983
P



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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

June 9, 1983

Charles B. Pursel
Attorney at Law
238 Market Street
Bloomsburg, Pa. 17815

RE: First Mortgage Co. of Pa.
vs
Rodney L. Kile and Gloria
Ann Kile, et al.
NO: 26 of 1983 E.D.

Dear Mr. Pursel,

Enclosures as your requested earlier this date. Any questions, and there probably will be, contact the undersigned.

Plaintiff did provide the usual request of \$500.00 advance cost deposit at time Writ of Execution was received. Your attention is directed to the Morning Press costs of \$430.40 plus \$107.35 to Henrie Printing for Sale Bills. Total \$537.75. To prevent late charges, \$37.75 is now needed to pay for Legal Advertisement bill. Please remit within ten (10) days.

Monies for other Sheriff's Cost, Prothonotary and Recorder of Deeds will be sought at time of sale, re-scheduled to July 21, 1983 or if Discontinuance is ordered prior to said date.

Very truly yours,


A. J. Zale



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
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

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adv. for Kile
DPSL
#17070
6/13/83
Kone

Very truly yours,

A. J. Zale
A. J. Zale

WRIT OF EXECUTION — (MONEY JUDGMENTS)

Rules Pa. R.C.P. 3101 to 3149

140. 26 - 1983 E.1)

FIRST MORTGAGE CO. OF PA.

vs

RODNEY L. KILE and
GLORIA ANN KILE, h/w and
E. ROBERT KILE and
ARLENE G. KILE, h/w

No. 54 of 1982

WRIT OF EXECUTION
(MONEY JUDGMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ~~MONTGOMERY~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNA.

To satisfy the judgment, interest and costs against Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, h/w. Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee(s)
per property description attached:

(SEE ATTACHED LEGAL DESCRIPTION)

Confessed Judgment by Complaint:

1. Date of Entry

2. Notice of mailing on filed.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 166,434.81

Interest from 10/12/82 7,961.76

Total

Plus costs as per endorsement hereon.

Dated

4-13-83

(SEAL)

Prothonotary, Common Pleas Court of
Montgomery County, Penna.

By:

Deputy

PREMISES "A"

ALL THAT CERTAIN piece, parcel and lot of land, SITUATE in Orange Township, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of L. R. 19033, leading from Light Street to Orangeville, said iron pin being the Northwestern corner of land of Milton and Judy Hess;

THENCE along the Western line of land of Hess South 24 degrees 03' minutes 20 seconds East 186.92 feet to an iron pin on line of land of Earl and Mary Lemons;

THENCE along land of Lemons South 69 degrees 16 minutes 11 seconds West 347.07 feet to an iron pin;

THENCE along the same North 24 degrees 03 minutes 20 seconds West 177.47 feet to an iron pin on the Southerly line of L. R. 19033;

THENCE along the Southerly line of L. R. 19033 North 63 degrees 20 minutes 46 seconds East 100.00 feet to a point;

THENCE along the same North 64 degrees 05 minutes 39 seconds East 125.92 feet to a point; t

THENCE along the same North 71 degrees 01 minute 57 seconds East 48.63 feet to a point;

THENCE along the same North 77 degrees 38 minutes 42 seconds East 73.82 feet to an iron pin, being the point and place of BEGINNING.

CONTAINING 1.518 Acres of land according to a Survey of Orangeville Surveying Consultants dated March 22, 1977, recorded in Map Book 4 Page 386.

BEING the same premises which Earl O. Lemons and Margaret B. Lemons, his Wife by Indenture bearing date the 20th day of April, A. D., 1978 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 286 Page 895 &c., granted and conveyed unto Rodney L. Kile and Gloria A. Kile, his Wife, in fee.

PREMISES "B"

ALL THAT CERTAIN piece, parcel and tract of land SITUATE in Scott Township, Columbia County, Pennsylvania bounded and described as follows, TO WIT:

BEGINNING at an iron pin in place situate on the Eastern edge of Ridge Street; thence along the same, North 14 degrees 21 minutes 40 seconds West 13.79 feet to an iron pin; thence along the same North 16 degrees 03 minutes 40 seconds West 46.46 feet to an iron pin; thence along lands retained by Lane Hess, North 68 degrees 24 minutes 20 seconds East 132.82 feet to an iron pin; thence along lands now or formerly of Arthur J. Hess and Evelyn M. Hess, his Wife, South 22 degrees 22 minutes 57 seconds East 60 feet to an iron pin in place; thence South 68 degrees 24 minutes 20 seconds West 139.06 feet to an iron pin in place, the place of BEGINNING. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

BEING the same premises which Lane Hess and Elaine Hess, his Wife, by their Indenture bearing date the 22nd day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 926 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "C"

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

BEGINNING at an iron pin at corner of lands of Agway, Inc. and Lane Hess, said point being South 22 degrees 22 minutes 57 seconds East 100 feet from the common corner of Agway and Hess and edge of B. L. & W Railroad right-of-way; thence along lands of Agway, Inc., North 78 degrees 37 minutes 06 seconds East 200 feet to an iron pin at corner of lands of Agway, Inc. and Arthur J. Hess and Evelyn M. Hess, his wife, thence along lands of Arthur J. Hess and Evelyn M. Hess, his wife, South 22 degrees 22 minutes 57 seconds East 130.53 feet to an iron pin; thence South 24 degrees 51 minutes 00 seconds East 147.40 feet to an iron pin in place; thence along lands now or formerly of Lane Hess, North 22 degrees 22 minutes 57 seconds West 148.88 feet to an iron pin, the place of beginning. CONTAINING .5185 of an acre. This description is prepared in accordance with draft of survey maded by Grangeville Surveying Consulants dated March 27, 1974.

RESERVING however to the Grantors, thier heirs and assigns, the free and common use, rights, liberty and privilege of a passageway, sixty feet in width which traverses the entire length of the Southern edge of the property hereinabove conveyed to property retained by said Grantors on the Eastern side of the property hereinabove conveyed, together with free ingress, egress and regress to and for the said Grantors, their heirs and assigns, their tenants or possessors of said property contiguous to the property hereinabove conveyed.

BEING the same premises which Arthur J. Hess and Evelyn M. Hess, his wife, by Indenture bearing date the 29th day of April, A. D. 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 page 1059 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his wife, in fee.

PREMISES "D"

ALL THOSE THREE CERTAIN tracts of land SITUATE partly in Main Township and partly in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, TO WIT:

TRACT NO. 1 - BEGINNING at a stone corner of land of Alexander Bitler and land of Reuben Shuman; thence North 87 degrees East 117-1/2 perches to a pine stump; thence by Peter Buella North 1 degree 15 minutes West 77 perches to a pine corner; thence by Chas. Sweppenheiser, South 89 degrees West 53 perches to a post corner; thence by the same, North 30 minutes West 33.3 perches to a post corner; thence by Alex Bitler, South 88 degrees 45 minutes West, 32.3 perches to a stone corner; thence North 15 minutes East 27.9 perches to a chestnut corner; thence South 84 degrees 15 minutes West 38.8 perches to a chestnut corner; thence South 57 degrees 30 minutes West 16-1/2 perches to a white oak stump; thence South 39 degrees West 10.9 perches to a pine; thence South 14 degrees 54 minutes East 3.3 perches to a stone; thence South 17 degrees 30 minutes West 14.6 perches to a stone corner; thence South 4 degrees 7 minutes East 21.4 perches to a stone; thence South 17 degrees 30 minutes East 21.2 perches to a stone; thence South 25 degrees 15 minutes East 48.5 perches to a stone; South 20 degrees East 18.7 perches to a stone, the place of BEGINNING.

CONTAINING 86 acres and 107 perches, more or less.

TRACT NO. 2 - BEGINNING at a stone in a private road in line of above tract and running thence by said line South _____ degrees West 39 perches to a stone in a private road; thence by said road and land of Joseph H. Hartzel South 62 degrees East 10.2 perches; thence by same, South 71 degrees East 7.9 perches; thence by the same South 81 degrees East 9 perches to the junction of another private road; thence by the same North 40-1/2 degrees East 18 perches to the place of BEGINNING.

CONTAINING 1 acre and 57 perches, more or less.

BEING the same premises which Bruce Whitenight and Eunice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.

TRACT NO. 3 - BEGINNING at a post corner in line of lands formerly of Joseph Carl but now of Charles Pursel and land formerly of Alexander Bitler and running thence along land of Charles Pursel, aforesaid, South 1 degree 5 minutes East, 117 perches to a post corner in line of Charles Miller; thence along land of Charles Miller and other North 87-1/4 degrees East, 61.5 perches to a stone corner; thence along lands formerly of Rebecca Harmony, but now of Harry Whitenight, North 20 degrees West, 18.7 perches to a stone; thence North 25-1/2 degrees West, 48.5 perches to a stone; thence North 17-1/2 degrees West, 21.2 perches to a stone; thence North 4-1/2 degrees West 22.4

perches to a stone; thence North 17-1/2 degrees East 14.6 perches to a stone; thence North 14 degrees and 54 minutes West 3.2 perches to a pine corner; thence along lands formerly of Alexander Bitler, but now of Pietro Greco, et al, South 35 degrees West 7.1 perches to a post corner, the place of BEGINNING.

CONTAINING 30 acres of land be the same more or less.

BEING the same premises which Bruce Whitenight and Eynice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

FIRST MORTGAGE CO. OF PA. : NO. 54 OF 1982
vs. :
RODNEY L. KILE and :
GLORIA ANN KILE, h/w and :
E. ROBERT KILE and :
ARLENE G. KILE, h/w : ATTY. I.D. NO. 03315

NOTICE OF SHERIFF'S SALE
OF REAL ESTATE

TO: RODNEY L. KILE and GLORIA ANN KILE, his wife and
E. ROBERT KILE and ARLENE G. KILE, his wife, Defendants herein
and title owners of the real estate hereinafter described:

NOTICE is hereby given that by virtue of the
above-captioned writ of execution, issued under the
above-captioned judgment, directed to the Sheriff of Columbia
County, 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 Thursday, June 9, 1983, at 10:00 A.M.,
in the forenoon of the said day, all your right, title and
interest in and to the following tracts and parcels of land:

(SEE ATTACHED LEGAL DESCRIPTIONS)

Sec 2
PREMISES "A"

ALL THAT CERTAIN piece, parcel and lot of land, SITUATE in Orange Township, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of L. R. 19033, leading from Light Street to Orangeville, said iron pin being the Northwestern corner of land of Milton and Judy Hess;

THENCE along the Western line of land of Hess South 24 degrees 03' minutes 20 seconds East 186.92 feet to an iron pin on line of land of Earl and Mary Lemons;

THENCE along land of Lemons South 69 degrees 16 minutes 11 seconds West 347.07 feet to an iron pin;

THENCE along the same North 24 degrees 03 minutes 20 seconds West 177.47 feet to an iron pin on the Southerly line of L. R. 19033;

THENCE along the Southerly line of L. R. 19033 North 63 degrees 20 minutes 46 seconds East 100.00 feet to a point;

THENCE along the same North 64 degrees 05 minutes 39 seconds East 125.92 feet to a point; t

THENCE along the same North 71 degrees 01 minute 57 seconds East 48.63 feet to a point;

THENCE along the same North 77 degrees 38 minutes 42 seconds East 73.82 feet to an iron pin, being the point and place of BEGINNING.

CONTAINING 1.518 Acres of land according to a Survey of Orangeville Surveying Consultants dated March 22, 1977, recorded in Map Book 4 Page 386.

BEING the same premises which Earl O. Lemons and Margaret B. Lemons, his Wife by Indenture bearing date the 20th day of April, A. D., 1978 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 286 Page 895 &c., granted and conveyed unto Rodney L. Kile and Gloria A. Kile, his Wife, in fee.

PREMISES "B"

ALL THAT CERTAIN piece, parcel and tract of land SITUATE in Scott Township, Columbia County, Pennsylvania bounded and described as follows, TO WIT:

BEGINNING at an iron pin in place situate on the Eastern edge of Ridge Street; thence along the same, North 14 degrees 21 minutes 40 seconds West 13.79 feet to an iron pin; thence along the same North 16 degrees 03 minutes 40 seconds West 46.46 feet to an iron pin; thence along lands retained by Lane Hess, North 68 degrees 24 minutes 20 seconds East 132.82 feet to an iron pin; thence along lands now or formerly of Arthur J. Hess and Evelyn M. Hess, his Wife, South 22 degrees 22 minutes 57 seconds East 60 feet to an iron pin in place; thence South 68 degrees 24 minutes 20 seconds West 139.06 feet to an iron pin in place, the place of BEGINNING. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

BEING the same premises which Lane Hess and Elaine Hess, his Wife, by their Indenture bearing date the 22nd day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 926 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "C"

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

BEGINNING at an iron pin at corner of lands of Agway, Inc. and Lane Hess, said point being South 22 degrees 22 minutes 57 seconds East 100 feet from the common corner of Agway and Hess and edge of B. L. & W Railroad right-of-way; thence along lands of Agway, Inc., North 78 degrees 37 minutes 06 seconds East 200 feet to an iron pin at corner of lands of Agway, Inc. and Arthur J. Hess and Evelyn M. Hess, his wife, thence along lands of Arthur J. Hess and Evelyn M. Hess, his wife, South 22 degrees 22 minutes 57 seconds East 130.53 feet to an iron pin; thence South 24 degrees 51 minutes 00 seconds East 147.40 feet to an iron pin in place; thence along lands now or formerly of Lane Hess, North 22 degrees 22 minutes 57 seconds West 148.88 feet to an iron pin, the place of beginning. CONTAINING .5185 of an acre. This description is prepared in accordance with draft of survey made by Grangeville Surveying Consultants dated March 27, 1974.

RESERVING however to the Grantors, thier heirs and assigns, the free and common use, rights, liberty and privilege of a passageway, sixty feet in width which traverses the entire length of the Southern edge of the property hereinabove conveyed to property retained by said Grantors on the Eastern side of the property hereinabove conveyed, together with free ingress, egress and regress to and for the said Grantors, their heirs and assigns, their tenants or possessors of said property contiguous to the property hereinabove conveyed.

BEING the same premises which Arthur J. Hess and Evelyn M. Hess, his wife, by Indenture bearing date the 29th day of April, A. D. 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 page 1059 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his wife, in fee.



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

First Mortgage Co. of Pa.

VS

Rodney L. Kile, and Gloria Ann Kile, h/w
and E. Robert Kile and Arlene G. Kile, h/w

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.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 13, 1983 at 11:00 A.M. _____, posted a copy of the
SHERIFF'S SALE bill on the property of Rodney L. Kile, and Gloria Ann Kile
h/w and E. Robert Kile and Arlene G. Kile, h/w, (Premises "A") - Orange Twp.
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John O'Brien & Delbert Doty.

So Answers:

John O'Brien & Delbert Doty
John O'Brien & Delbert Doty
Deputy Sheriff

For:

Victor B. Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
13 day of May 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

First Mortgage Co. of Penna.

vs

Rodney L. Kile and Gloria Ann Kile
and E. Robert Kile and Arlene G. Kile

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 26 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 13, 1983 at 11:30 AM. _____, posted a copy of the
SHERIFF'S SALE bill on the property of Rodney L. Kile and Gloria Ann Kile
and E. Robert Kile and Arlene G. Kile at 420 Ridge Ave., Bloomsburg, Penna.
Premises B Scott twp.)
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John J O'Brien and Delbert Doty.

So Answers:

John J O'Brien and Delbert Doty

John J O'Brien and Delbert Doty
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
13 day of May 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

First Mortgage Co of Pa.

VS

Rodney L. Kile, and Gloria Ann Kile, h/s and
E. Robert Kile, and Arlene G. Kile, h/w

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.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 13, 1983 at 11:30 A.M., posted a copy of the
SHERIFF'S SALE bill on the property of Rodney L. Kile, and Gloria Ann Kile,
h/w and E. Robert Kile, and Arlene G. Kile, h/w, (Premises "C") - Scott Twp.
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John O'Brien & Delbert Doty.

So Answers:

John O'Brien & Delbert Doty
John O'Brien & Delbert Doty
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff, Col. Co.

Sworn and subscribed before me this
13 day of May 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

First Mortgage Co. of Penna.

VS

**Rodney L. Kile and Gloria Ann Kile
, and E. Robert Kile and Arlene G Kile**

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. 26 of 1983 ED
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

May 13, 1983 at 11:55AM., posted a copy of the
SHERIFF'S SALE bill on the property of Rodney L Kile and Gloria Ann Kile
and E. Robert Kile and Arlene G. Kile (Premises D) RD#8, Bloomsburg, Penna.
Main and Catawissa Twp,
Columbia County, Pennsylvania. Said posting performed by Columbia
County Deputy Sheriff John J O'Brien and Delbert Doty.

So Answers:

John J O'Brien and Delbert Doty

John J O'Brien + Delbert Doty
Deputy Sheriff

For:

Victor B Vandling

Victor B. Bandling
Sheriff, Col. Co.

Sworn and subscribed before me this
13th day of May 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

First Mortgage Co. of Penna.

VS

Rodney L Kile and Gloria Ann Kile
and E. Robert E Kile and Arlene G. Kile

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

NO. 26 of 1983 ED

WRIT OF EXECUTION

SERVICE ON E. Robert Kile

ON May 5, 1983 at 8:00 AM. served , a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
E Robert Kile at Sheriff's Office, Courthouse Bloomsburg,
Penna. by Victor B. Vandling Sheriff
Service was made by personally handing said Writ of Execution and
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:
Victor B. Vandling
Victor B. Vandling
~~Deputy~~ Sheriff

For:
Victor B. Vandling
Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 5 day of May
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

First Mortgage Co. of Penna.

VS

Rodney L Kile and Gloria Ann Kile
and E Robert Kile and Arlene G Kile

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

NO. 26 of 1983 ED

WRIT OF EXECUTION

SERVICE ON Arlene G. Kile

ON May 5, 1983 at 8:00 AM. served, a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Arlene G. Kile at Sheriff's Office, Courthouse, Bloomsburg,
Penna. by Victor B. Vandling
Service was made by personally handing said Writ of Execution and
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

Victor B. Vandling
Victor B. Vandling
~~Deputy Sheriff~~

For:
Victor B. Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 5 day of May
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

First Mortgage Co. of Penna.
VS

Rodney L Kile and Gloria Ann Kile
E. Robert Kile and Arlene G Kile

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

NO. 26 of 1983

WRIT OF EXECUTION

SERVICE ON Gloria Ann Kile

ON April 28, 1983 at 10:30 AM. served , a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,

Gloria Ann Kile at Sheriff Office Courthouse, Bloomsburg, Penna.

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

So Answers:

Trudy Stout
Deputy Sheriff

For:
Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 28 day of April
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

By virtue of a Writ of Execution No. ²⁶ ~~7A~~ of ¹⁹⁸³ ~~1987~~, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on Thursday,

June 9, 1983, at 10:00 o'clock A.M., Eastern ~~Standard~~ Daylight Time, in the forenoon of the said day, all the right, title and interest of the Defendants, in and to:

PREMISES "A"

ALL THAT CERTAIN piece, parcel and lot of land, SITUATE in Orange Township, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of L. R. 19033, leading from Light Street to Orangeville, said iron pin being the Northwestern corner of land of Milton and Judy Hess;

THENCE along the Western line of land of Hess South 24 degrees 03' minutes 20 seconds East 186.92 feet to an iron pin on line of land of Earl and Mary Lemons;

THENCE along land of Lemons South 69 degrees 16 minutes 11 seconds West 347.07 feet to an iron pin;

THENCE along the same North 24 degrees 03 minutes 20 seconds West 177.47 feet to an iron pin on the Southerly line of L. R. 19033;

THENCE along the Southerly line of L. R. 19033 North 63 degrees 20 minutes 46 seconds East 100.00 feet to a point;

THENCE along the same North 64 degrees 05 minutes 39 seconds East 125.92 feet to a point; t

THENCE along the same North 71 degrees 01 minute 57 seconds East 48.63 feet to a point;

THENCE along the same North 77 degrees 38 minutes 42 seconds East 73.82 feet to an iron pin, being the point and place of BEGINNING.

CONTAINING 1.518 Acres of land according to a Survey of Orangeville Surveying Consultants dated March 22, 1977, recorded in Map Book 4 Page 386.

BEING the same premises which Earl O. Lemons and Margaret B. Lemons, his Wife by Indenture bearing date the 20th day of April, A. D., 1978 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 286 Page 895 &c., granted and conveyed unto Rodney L. Kile and Gloria A. Kile, his Wife, in fee.

4/22/83
HENRIE PRINTING
MP only, Legal Ads, Wed. May 18, 25 & June 1, 1983. Affidavit requested.
Robt. Edwards, Orange Twp., James Hock, Scott Twp., Audrey Bronson, Main Twp., Ruth Lynn, Catawissa Twp. (Tax Collectors).

PREMISES "B"

ALL THAT CERTAIN piece, parcel and tract of land SITUATE in Scott Township, Columbia County, Pennsylvania bounded and described as follows, TO WIT:

BEGINNING at an iron pin in place situate on the Eastern edge of Ridge Street; thence along the same, North 14 degrees 21 minutes 40 seconds West 13.79 feet to an iron pin; thence along the same North 16 degrees 03 minutes 40 seconds West 46.46 feet to an iron pin; thence along lands retained by Lane Hess, North 68 degrees 24 minutes 20 seconds East 132.82 feet to an iron pin; thence along lands now or formerly of Arthur J. Hess and Evelyn M. Hess, his Wife, South 22 degrees 22 minutes 57 seconds East 60 feet to an iron pin in place; thence South 68 degrees 24 minutes 20 seconds West 139.06 feet to an iron pin in place, the place of BEGINNING. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

BEING the same premises which Lane Hess and Elaine Hess, his Wife, by their Indenture bearing date the 22nd day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 926 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "C"

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

BEGINNING at an iron pin at corner of lands of Agway, Inc. and Lane Hess, said point being South 22 degrees 22 minutes 57 seconds East 100 feet from the common corner of Agway and Hess and edge of B. L. & W Railroad right-of-way; thence along lands of Agway, Inc., North 78 degrees 37 minutes 06 seconds East 200 feet to an iron pin at corner of lands of Agway, Inc. and Arthur J. Hess and Evelyn M. Hess, his wife, thence along lands of Arthur J. Hess and Evelyn M. Hess, his wife, South 22 degrees 22 minutes 57 seconds East 130.53 feet to an iron pin; thence South 24 degrees 51 minutes 00 seconds East 147.40 feet to an iron pin in place; thence along lands now or formerly of Lane Hess, North 22 degrees 22 minutes 57 seconds West 148.88 feet to an iron pin, the place of beginning. CONTAINING .5185 of an acre. This description is prepared in accordance with draft of survey made by Grangeville Surveying Consultants dated March 27, 1974.

RESERVING however to the Grantors, thier heirs and assigns, the free and common use, rights, liberty and privilege of a passageway, sixty feet in width which traverses the entire length of the Southern edge of the property hereinabove conveyed to property retained by said Grantors on the Eastern side of the property hereinabove conveyed, together with free ingress, egress and regress to and for the said Grantors, their heirs and assigns, their tenants or possessors of said property contiguous to the property hereinabove conveyed.

BEING the same premises which Arthur J. Hess and Evelyn M. Hess, his wife, by Indenture bearing date the 29th day of April, A. D. 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 page 1059 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his wife, in fee.

PREMISES "D"

ALL THOSE THREE CERTAIN tracts of land SITUATE partly in Main Township and partly in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, TO WIT:

TRACT NO. 1 - BEGINNING at a stone corner of land of Alexander Bitler and land of Reuben Shuman; thence North 87 degrees East 117-1/2 perches to a pine stump; thence by Peter Buella North 1 degree 15 minutes West 77 perches to a pine corner; thence by Chas. Sweppenheiser, South 89 degrees West 53 perches to a post corner; thence by the same, North 30 minutes West 33.3 perches to a post corner; thence by Alex Bitler, South 88 degrees 45 minutes West, 32.3 perches to a stone corner; thence North 15 minutes East 27.9 perches to a chestnut corner; thence South 84 degrees 15 minutes West 38.8 perches to a chestnut corner; thence South 57 degrees 30 minutes West 16-1/2 perches to a white oak stump; thence South 39 degrees West 10.9 perches to a pine; thence South 14 degrees 54 minutes East 3.3 perches to a stone; thence South 17 degrees 30 minutes West 14.6 perches to a stone corner; thence South 4 degrees 7 minutes East 21.4 perches to a stone; thence South 17 degrees 30 minutes East 21.2 perches to a stone; thence South 25 degrees 15 minutes East 48.5 perches to a stone; South 20 degrees East 18.7 perches to a stone, the place of BEGINNING.

CONTAINING 86 acres and 107 perches, more or less.

TRACT NO. 2 - BEGINNING at a stone in a private road in line of above tract and running thence by said line South _____ degrees West 39 perches to a stone in a private road; thence by said road and land of Joseph H. Hartzel South 62 degrees East 10.2 perches; thence by same, South 71 degrees East 7.9 perches; thence by the same South 81 degrees East 9 perches to the junction of another private road; thence by the same North 40-1/2 degrees East 18 perches to the place of BEGINNING.

CONTAINING 1 acre and 57 perches, more or less.

BEING the same premises which Bruce Whitenight and Eunice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.

TRACT NO. 3 - BEGINNING at a post corner in line of lands formerly of Joseph Carl but now of Charles Pursel and land formerly of Alexander Bitler and running thence along land of Charles Pursel, aforesaid, South 1 degree 5 minutes East, 117 perches to a post corner in line of Charles Miller; thence along land of Charles Miller and other North 87-1/4 degrees East, 61.5 perches to a stone corner; thence along lands formerly of Rebecca Harmony, but now of Harry Whitenight, North 20 degrees West, 18.7 perches to a stone; thence North 25-1/2 degrees West, 48.5 perches to a stone; thence North 17-1/2 degrees West, 21.2 perches to a stone; thence North 4-1/2 degrees West 22.4

perches to a stone; thence North 17-1/2 degrees East 14.6 perches to a stone; thence North 14 degrees and 54 minutes West 3.2 perches to a pine corner; thence along lands formerly of Alexander Bitler, but now of Pietro Greco, et al, South 35 degrees West 7.1 perches to a post corner, the place of BEGINNING.

CONTAINING 30 acres of land be the same more or less.

BEING the same premises which Bruce Whitenight and Eunice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.

Premises "A": IMPROVED with a single-family dwelling, which has the address of R.D. #2, Bloomsburg, Orange Township, Columbia County, Pa.

Premises "B": IMPROVED with a steel and block garage, which has the address of 420 Ridge Street, Bloomsburg, Scott Township, Columbia County, Pa.

Premises "C": GROUND, Scott Township, Columbia County, Pa.

Premises "D": IMPROVED with a farmhouse (118 acres), which has the address of R.D. #8, Bloomsburg, Main and Catawissa Townships, Columbia County, Pa.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on June 10 , 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 First Mortgage Co. of Pa. vs. Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, his wife.

SAID PREMISES WILL BE SOLD BY: VICTOR VANDLING
SHERIFF OF COLUMBIA COUNTY

RICHARD F. STERN, ATTORNEY

LAW OFFICES
RICHARD F. STERN
402 BENJAMIN FOX PAVILION
JENKINTOWN, PA. 19046

(215) 885-7716

RICHARD F. STERN
OLENA STERCHO HENDLER

April 18, 1983

Re: First Mortgage Co. of Pa.
Vs: Rodney L. Kile, et al.
No. 54 of 1982

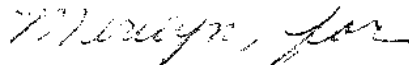
Sheriff's Office
Columbia County Court House
Bloomsburg, PA 17815

Attention: Deputy Zale

Dear Mr. Zale:

Enclosed please find Claim For Exemption Forms in the above matter which I neglected to enclose with the package sent previously.

Very truly yours,



RICHARD F. STERN

RFS/mco
Enclosures

LAW OFFICES

RICHARD F. STERN

402 BENJAMIN FOX PAVILION

JENKINTOWN, PA. 19046

RICHARD F. STERN
OLENA STERCHO HENDLER

(215) 885-7716

April 13, 1983

Re: First Mortgage Co. of Pa.
Vs: Rodney L. and Gloria Ann Kile, et al.
No. 54, 1982


Prothonotary's Office
Columbia County Court House
Bloomsburg, Pennsylvania 17815

Dear Sir:

I enclose herewith check in the amount of \$9.00 as cost for judgment entered by Order of Court signed by Judge Myers in the above-captioned matter. I also enclose herewith Affidavit of Whereabouts of Defendants which I neglected to enclose earlier with the execution papers, and would appreciate it if you would forward this to the Sheriff.

Thank you for your consideration.

Very truly yours,



RICHARD F. STERN

RFS/mco
Enclosures

A Plud. of Whereabouts
of Defts

LAW OFFICES

RICHARD F. STERN

402 BENJAMIN FOX PAVILION

JENKINTOWN, PA. 19046

RICHARD F. STERN
OLENA STERCHO HENDLER

(215) 885-7716

April 12, 1983

Re: First Mortgage Co. of Pa.
Vs: Rodney L. and Gloria Ann Kile, h/w
and E. Robert and Arlene G. Kile, h/w
No. 54 - 1982

Prothonotary's Office
Columbia County Court House
Bloomsburg, PA 17815

Dear Sir:

I represent the plaintiff in the above matter and am enclosing herewith the following:

Photocopies of Orders of Court
Affidavit of Non-Military Service, in duplicate
3129 Affidavit, in duplicate
Praecipe For Writ of Execution
Writ of Execution with four copies
Claim For Exemption form with four copies and envelopes
Notice Of Sheriff's Sale of Real Estate, with four copies
5 copies Advertisement
Affidavit of Whereabouts of Defendants
Waiver of Watchman
~~2~~ copies description of real estate
Check to the Prothonotary for ~~\$25.00~~ 15.00
Check to the Sheriff for \$500.00

Issue the writ and transmit it to the Sheriff together with remaining papers and check in the amount of \$500.00. Ask the Sheriff to mail the notices to defendant(s) and to schedule sale and send notice thereof to me.

Please contact me if there are any questions or if you require additional information.

Very truly yours,


RICHARD F. STERN

RFS/mco
Enclosures
cc: Mr. Edward Sickles

FIRST MORTGAGE CO. OF PA.

vs

RODNEY L. KILE and
GLORIA ANN KILE, h/w and
E. ROBERT KILE and
ARLENE G. KILE, h/w

No. 54 of 1982

WRIT OF EXECUTION
(MONEY JUDGMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ~~MONTGOMERY~~ COLUMBIA:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNA.

To satisfy the judgment, interest and costs against Rodney L. Kile and Gloria Ann Kile, his wife and E. Robert Kile and Arlene G. Kile, h/w, Defendant(s);

(1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein;

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee(s) per property description attached:

(SEE ATTACHED LEGAL DESCRIPTION)

Confessed Judgment by Complaint:

1. Date of Entry

2. Notice of mailing on filed.

and to notify the Garnishee(s) that

(a) an attachment has been issued;

(b) the garnishee(s) is enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$ 166,434.81

Interest from 10/12/82 7,961.76

Total

Plus costs as per endorsement hereon.

Dated

(SEAL)

Prothonotary, Common Pleas Court of
Montgomery County, Penna.

By:

Deputy

**In the Court of Common Pleas of
Montgomery County, Pennsylvania.**

VS

WRIT OF EXECUTION

Richard L. Hem

Attorney for Plaintiff(s)

Address: 402 Benjamin Fox Pavilion, Jenkintown, PA 19046

Where papers may be served.

Sec. 7
PREMISES "A"

ALL THAT CERTAIN piece, parcel and lot of land, SITUATE in Orange Township, Columbia County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on the Southerly line of L. R. 19033, leading from Light Street to Orangeville, said iron pin being the Northwestern corner of land of Milton and Judy Hess;

THENCE along the Western line of land of Hess South 24 degrees 03' minutes 20 seconds East 186.92 feet to an iron pin on line of land of Earl and Mary Lemons;

THENCE along land of Lemons South 69 degrees 16 minutes 11 seconds West 347.07 feet to an iron pin;

THENCE along the same North 24 degrees 03 minutes 20 seconds West 177.47 feet to an iron pin on the Southerly line of L. R. 19033;

THENCE along the Southerly line of L. R. 19033 North 63 degrees 20 minutes 46 seconds East 100.00 feet to a point;

THENCE along the same North 64 degrees 05 minutes 39 seconds East 125.92 feet to a point; t

THENCE along the same North 71 degrees 01 minute 57 seconds East 48.63 feet to a point;

THENCE along the same North 77 degrees 38 minutes 42 seconds East 73.82 feet to an iron pin, being the point and place of BEGINNING.

CONTAINING 1.518 Acres of land according to a Survey of Orangeville Surveying Consultants dated March 22, 1977, recorded in Map Book 4 Page 386.

BEING the same premises which Earl O. Lemons and Margaret B. Lemons, his Wife by Indenture bearing date the 20th day of April, A. D., 1978 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 286 Page 895 &c., granted and conveyed unto Rodney L. Kile and Gloria A. Kile, his Wife, in fee.

PREMISES "B"

ALL THAT CERTAIN piece, parcel and tract of land SITUATE in Scott Township, Columbia County, Pennsylvania bounded and described as follows, TO WIT:

BEGINNING at an iron pin in place situate on the Eastern edge of Ridge Street; thence along the same, North 14 degrees 21 minutes 40 seconds West 13.79 feet to an iron pin; thence along the same North 16 degrees 03 minutes 40 seconds West 46.46 feet to an iron pin; thence along lands retained by Lane Hess, North 68 degrees 24 minutes 20 seconds East 132.82 feet to an iron pin; thence along lands now or formerly of Arthur J. Hess and Evelyn M. Hess, his Wife, South 22 degrees 22 minutes 57 seconds East 60 feet to an iron pin in place; thence South 68 degrees 24 minutes 20 seconds West 139.06 feet to an iron pin in place, the place of BEGINNING. This description is prepared in accordance with draft of survey made by Orangeville Surveying Consultants dated March 27, 1974.

BEING the same premises which Lane Hess and Elaine Hess, his Wife, by their Indenture bearing date the 22nd day of April, A. D., 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 Page 926 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his Wife, in fee.

PREMISES "C"

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

BEGINNING at an iron pin at corner of lands of Agway, Inc. and Lane Hess, said point being South 22 degrees 22 minutes 57 seconds East 100 feet from the common corner of Agway and Hess and edge of B. L. & W Railroad right-of-way; thence along lands of Agway, Inc., North 78 degrees 37 minutes 06 seconds East 200 feet to an iron pin at corner of lands of Agway, Inc. and Arthur J. Hess and Evelyn M. Hess, his wife, thence along lands of Arthur J. Hess and Evelyn M. Hess, his wife, South 22 degrees 22 minutes 57 seconds East 130.53 feet to an iron pin; thence South 24 degrees 51 minutes 00 seconds East 147.40 feet to an iron pin in place; thence along lands now or formerly of Lane Hess, North 22 degrees 22 minutes 57 seconds West 148.88 feet to an iron pin, the place of beginning. CONTAINING .5185 of an acre. This description is prepared in accordance with draft of survey maded by Grangeville Surveying Consulants dated March 27, 1974.

RESERVING however to the Grantors, thier heirs and assigns, the free and common use, rights, liberty and privilege of a passageway, sixty feet in width which traverses the entire length of the Southern edge of the property hereinabove conveyed to property retained by said Grantors on the Eastern side of the property hereinabove conveyed, together with free ingress, egress and regress to and for the said Grantors, their heirs and assigns, their tenants or possessors of said property contiguous to the property hereinabove conveyed.

BEING the same premises which Arthur J. Hess and Evelyn M. Hess, his wife, by Indenture bearing date the 29th day of April, A. D. 1974 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia in Deed Book 266 page 1059 &c., granted and conveyed unto Rodney L. Kyle and Gloria A. Kyle, his wife, in fee.

PREMISES "D"

ALL THOSE THREE CERTAIN tracts of land SITUATE partly in Main Township and partly in Catawissa Township, Columbia County, Pennsylvania, bounded and described as follows, TO WIT:

TRACT NO. 1 - BEGINNING at a stone corner of land of Alexander Bitler and land of Reuben Shuman; thence North 87 degrees East 117-1/2 perches to a pine stump; thence by Peter Buella North 1 degree 15 minutes West 77 perches to a pine corner; thence by Chas. Sweppenheiser, South 89 degrees West 53 perches to a post corner; thence by the same, North 30 minutes West 33.3 perches to a post corner; thence by Alex Bitler, South 88 degrees 45 minutes West, 32.3 perches to a stone corner; thence North 15 minutes East 27.9 perches to a chestnut corner; thence South 84 degrees 15 minutes West 38.8 perches to a chestnut corner; thence South 57 degrees 30 minutes West 16-1/2 perches to a white oak stump; thence South 39 degrees West 10.9 perches to a pine; thence South 14 degrees 54 minutes East 3.3 perches to a stone; thence South 17 degrees 30 minutes West 14.6 perches to a stone corner; thence South 4 degrees 7 minutes East 21.4 perches to a stone; thence South 17 degrees 30 minutes East 21.2 perches to a stone; thence South 25 degrees 15 minutes East 48.5 perches to a stone; South 20 degrees East 18.7 perches to a stone, the place of BEGINNING.

CONTAINING 86 acres and 107 perches, more or less.

TRACT NO. 2 - BEGINNING at a stone in a private road in line of above tract and running thence by said line South _____ degrees West 39 perches to a stone in a private road; thence by said road and land of Joseph H. Hartzel South 62 degrees East 10.2 perches; thence by same, South 71 degrees East 7.9 perches; thence by the same South 81 degrees East 9 perches to the junction of another private road; thence by the same North 40-1/2 degrees East 18 perches to the place of BEGINNING.

CONTAINING 1 acre and 57 perches, more or less.

BEING the same premises which Bruce Whitenight and Eunice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.

TRACT NO. 3 - BEGINNING at a post corner in line of lands formerly of Joseph Carl but now of Charles Pursel and land formerly of Alexander Bitler and running thence along land of Charles Pursel, aforesaid, South 1 degree 5 minutes East, 117 perches to a post corner in line of Charles Miller; thence along land of Charles Miller and other North 87-1/4 degrees East, 61.5 perches to a stone corner; thence along lands formerly of Rebecca Harmony, but now of Harry Whitenight, North 20 degrees West, 18.7 perches to a stone; thence North 25-1/2 degrees West, 48.5 perches to a stone; thence North 17-1/2 degrees West, 21.2 perches to a stone; thence North 4-1/2 degrees West 22.4

perches to a stone; thence North 17-1/2 degrees East 14.6 perches to a stone; thence North 14 degrees and 54 minutes West 3.2 perches to a pine corner; thence along lands formerly of Alexander Bitler, but now of Pietro Greco, et al, South 35 degrees West 7.1 perches to a post corner, the place of BEGINNING.

CONTAINING 30 acres of land be the same more or less.

BEING the same premises which Bruce Whitenight and Eunice Whitenight, his Wife by their Indenture bearing date the 3rd day of August, A. D., 1967 and recorded at Bloomsburg in the Office for the Recording of Deeds in and for the County of Columbia on the 4th day of August, A. D., 1967 in Deed Book 236 Page 782 &c., granted and conveyed unto Edward Robert Kile and Arlene G. Kile, his Wife, in fee.