

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 5TH day of MAY 1983, at 10:15 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THE NATIONAL STATE BANK,

A Banking Corporation of the United States of America for the price or sum of Four Hundred and Eight and 50/100 (\$408.50) plus Eight and 17/100 (\$8.17) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$108.41	
	Poundage	8.17	\$116.58
Henrie Printing			37.25
Press-Enterprise, Inc.			150.80
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Catherine Bardo, Tax Collector, Hemlock Twp.			78.54

The National State Bank, a Corp. organized & existing under the laws Elizabeth, New Jersey

vs

Joseph Coladonato & Martha Hart  
Earl E. Rupp & Carol A. Rupp, h/w

NO. 1131 of 1982 J.D.

NO. 4 of 1983 E.D..

Sheriff's Office, Bloomsburg, Pa. } So answers  
6 MAY 1983 }  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

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

The National State Bank, a Corp.  
organized & existing under the laws  
Elizabeth, New Jersey

*vs*

Joseph Coladonato & Martha Hart

Earl E. Rupp & Carol A. Rupp, h/w

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 4 Term 19 83 E.D.

No. \_\_\_\_\_ Term 19 \_\_\_\_ A.D.

No. 1131 Term 19 82 J.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

**SEE ATTACHED DESCRIPTION**

Amount Due \$ 25,617.74

Interest from \$ \_\_\_\_\_

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

as endorsed.

Dated Jan 26, 1983  
(SEAL)

Prothonotary, Common Pleas Court of  
Columbia County, Penna.  
By: Helene K. Lunn Deputy

WRIT OF EXECUTION - R.D. No. 1, Bloomsburg, Hemlock Township, Columbia Co., PA  
DESCRIPTION -

ALL THAT CERTAIN piece, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davis, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Whereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

AND FURTHER DESCRIBED in a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976 as follows to wit:

BEGINNING at an iron pin corner at the Western edge of the right of way of Pa. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 66.00 feet to an iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an iron pin; then by a 20 foot alley North 29 degrees 08 minutes 38 seconds West 66.00 feet to an iron pin; then by lands of George W. Neel North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

TWO STORY FRAME DWELLING

Court of Common Pleas of Columbia County, No. 1131

Attorney: Leslie J. Carson, Jr., Esquire  
1004 Robinson Bldg.  
Phila., Penna. 19102  
215 568 1587  
I. D. No. 05111

TO BE SOLD AS PROPERTY OF: JOSEPH COLADONATO AND MARTHA HART AND  
EARL E. RUPP AND CAROL A. RUPP, h/w

JUDGMENT: \$25,617.74

LESLIE J. CARSON, JR., ESQUIRE

IDENTIFICATION NO. 05111

ATTORNEY FOR PLAINTIFF

SUITE 1004 ROBINSON BUILDING

N. W. COR. 18TH AND CHESTNUT STREETS

PHILADELPHIA, PA. 19102

(215) 568-1587

THE NATIONAL STATE BANK, a corporation  
organized and existing under the laws  
of the State of New Jersey

PLAINTIFF

VS.

JOSEPH COLADONATO AND

MARTHA HART

R. D. No. 1

Bloomsburg, Hemlock Township

Columbia County, PA 17815

and

EARL E. RUPP and

CAROL A. RUPP, his wife

514 Easy Street

Selastian, FLA. 32958

DEFENDANTS

COURT OF COMMON PLEAS

OF COLUMBIA COUNTY

CIVIL ACTION-LAW

ACTION OF MORTGAGE FORECLOSURE

No. 1131 of 82

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: JOSEPH COLADONATO, MARTHA HART, EARL E. RUPP AND  
CAROL A. RUPP, Defendants herein and title owners of the

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, Bloomsburg, Columbia County, Pennsylvania on THURSDAY,

MARCH 31

, 1983, at 10:15

o'clock A.M. in

<sup>Forenoon</sup>  
the ~~afternoon~~ of the said day, all your right, title and interest in and to ALL that certain piece or parcel of land situate in the Township of Hemlock, County of Columbia and State of Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davis, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Whereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

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NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 5, 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.



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LESLIE J. CARSON, JR.  
Attorney for Plaintiff  
1004 Robinson Bldg.  
Phila., PA 19102  
215 568 1587

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY

THE NATIONAL STATE BANK

TRIAL DIVISION

vs.

TERM, 198

JOSEPH COLADONATO and  
MARTHA HART

AND

EARL E. RUPP AND CAROL A. RUPP, h/w

NO. 1131

LESLIE J. CARSON, JR., ESQ.  
ID#05111  
1004 Robinson Bldg.  
Phila, PA 19102

AFFIDAVIT OF NON-MILITARY SERVICE

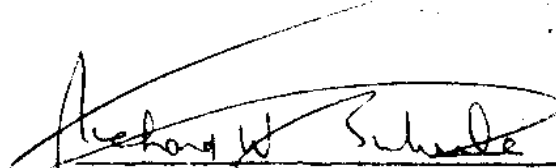
STATE OF NEW JERSEY ;

SS:

COUNTY OF UNION

Richard W. Buturla being duly sworn, deposes and says that the averments herein are based upon investigations made and records OF THE NATIONAL STATE BANK either as plaintiff or as servicing agent of the plaintiff herein and that the above defendants are not in the Military or Naval Service of the United States of America or its Allies as defined in the Soldiers and Sailors Civil Relief Act of 1940, as amended, in that the age and last known residence and employment of each defendant are as follows:

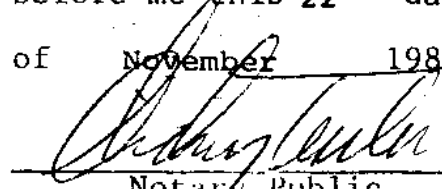
<u>Defendant</u>	<u>Age</u>	<u>Residence</u>	<u>Employment</u>
JOSEPH COLADONATO	over 21	unknown	unknown
MARTHA HART	over 21	unknown	unknown
EARL E. RUPP	over 21	unknown	unknown
CAROL A. RUPP	over 21	unknown	unknown

  
Richard W. Buturla, Ass't. Vice President

Sworn to and Subscribed

before me this 22 day

of November 1982

  
Notary Public  
SIDNEY TESSLER

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 3, 1984

LESLIE J. CARSON, JR., ESQUIRE

IDENTIFICATION NO. 05111

SUITE 1004 ROBINSON BUILDING

N. W. COR. 15TH AND CHESTNUT STREETS

PHILADELPHIA, PA. 19102

(215) 568-1567

ATTORNEY FOR PLAINTIFF

THE NATIONAL STATE BANK, a corporation  
organized and existing under the laws  
of the State of New Jersey  
Elizabeth, New Jersey

vs.

JOSEPH COLADONATO and  
MARTHA HART

R. D. No. 1, Bloomsburg, Hemlock Township  
Columbia County, PA  
and

EARL E. RUPP and  
CAROL A. RUPP, his wife  
514 Easy Street  
Selastian, FLA

COURT OF COMMON PLEAS

TRIAL DIVISION

COLUMBIA COUNTY

TERM 19 82

CIVIL ACTION-LAW

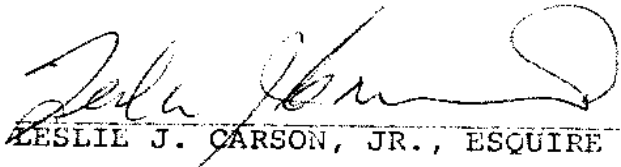
No. 1131 of 1982

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS

LESLIE J. CARSON, JR., ESQUIRE, being duly sworn according to law deposes and says that he is the attorney for the plaintiff and as such is authorized to make this affidavit in its behalf; that to the best of his personal knowledge, information and belief, the name and last known address of owners and defendants are as above and that the present whereabouts of Joseph Coladonato, Martha Hart, Earl E. Rupp and Carol A. Rupp are unknown.

Sworn to and subscribed  
before me this 8th day  
of February, 1983.

NOTARY PUBLIC

  
LESLIE J. CARSON, JR., ESQUIRE

THOMAS M. McDONALD  
Notary Public, Phila., Phila. Co.

My Commission Expires: Dec. 31, 1988



THE NATIONAL STATE BANK

-vs-

JOSEPH COLADONATO AND MARTHA HART;  
AND EARL E. RUPP AND CAROL A. RUPP

NO. 1131

AFFIDAVIT OF NOTICE UNDER RULE 3129 (a)

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA : SS.

LESLIE J. CARSON, JR., being duly sworn according to law, deposes and says that he is the attorney for the plaintiff herein; that he is authorized to and does make this affidavit on its behalf; that the information contained herein is true and correct to the best of his knowledge, information and belief; that the name of each owner, real owner and reputed owner of the premises scheduled for sale herein is: JOSEPH COLADONATO AND MARTHA HART AND EARL E. RUPP AND CAROL A. RUPP, his wife that the name of each defendant in the judgment in the within action is: JOSEPH COLADONATO AND MARTHA HART AND EARL E. RUPP AND CAROL A. RUPP, his wife

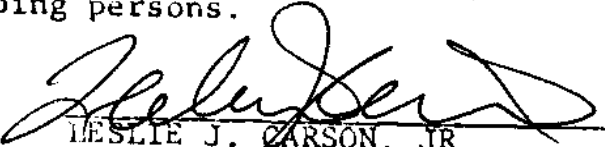
that the last known address of DEFENDANTS, Joseph Coladonato and Martha Hart is

R. D. No. 1, Bloomsburg, Hemlock Township, Columbia County, Pa.

and that the last known address of Defendants, Earl E. Rupp and Carol A. Rupp is 514 Easy Street, Selastian, Florida.

and that the present whereabouts of all defendants are unknown,

that the written notice of sale of real property has been delivered to the Sheriff for service on the foregoing persons.

  
LESLIE J. CARSON, JR.  
Attorney for the Plaintiff

Sworn to and subscribed  
before me this 26th day  
of January 19 83.

+   
NOTARY PUBLIC

My Commission expires:

SIMONE P. CARSON, Notary Public

Philadelphia, Philadelphia County, PA.

My Commission Expires September 19, 1983

THE NATIONAL STATE BANK

PLAINTIFF

No. 1131 Term 1982

V.S.  
JOSEPH COLADONATO AND MARTHA HART  
and

EARL E. RUPP and CAROL A. RUPP, h/w

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

Seize, levy, advertise and sell all the real property of the defendant located at

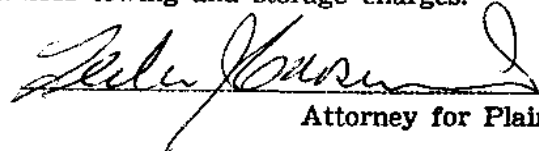
R. D. No. 1, Bloomsburg, Hemlock Township, Columbia County, Pa.

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

Make	Model	Motor Number	Serial Number	License Number
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which vehicle may be located at

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

  
Attorney for Plaintiff

TERM  
SESS. 19\_\_\_\_\_

M Sheriff

**VS.**

Coladonato Et Al

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS
VERSUS

JOSEPH COLADONATO adn MARTHA HART and EARL E RUPP and CAROL A RUPP, his wife
Court of Common Pleas of Columbia County, Pennsylvania.

THE NATIONAL STATE BANK
versus
JOSEPH COLADONATO
No. 1131 of Term, 1982
Real Debt \$25,617.74
Interest from
Commission
Costs
Judgment entered January 24, 1983
Date of Lien
Nature of Lien Default Judgment

THE NATIONAL STATE BANK
versus
MARTHA HART
No. 1131 of Term, 1982
Real Debt \$25,617.74
Interest from
Commission
Costs
Judgment entered January 24, 1983
Date of Lien
Nature of Lien Default Judgment

THE NATIONAL STATE BANK
versus
EARL E. RUPP & CAROL A RUPP
No. 1131 of Term, 1982
Real Debt \$25,617.74
Interest from
Commission
Costs
Judgment entered January 24, 1983
Date of Lien
Nature of Lien Default Judgment

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

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

State of Pennsylvania }  
County of Columbia } ss.

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

Joseph Coladonato, Martha Hart, Earl E. Rupp and Carol A. Rupp, his wife,  
and find as follows:

See Photostatic copies attached.

Fee . \$5.00. ....

In testimony whereof I have set my hand and  
seal of office this 24th day of March  
A.D., 1983.

*Beverly J. Michael* ... <sup>Acting</sup> RECORDER

VA Form 26-6336 (Home Loan)  
Revised June 1975. Use Op-  
tional, Section 1810, Title 38  
U.S.C. Acceptable to Federal  
National Mortgage Association.

PENNSYLVANIA

## MORTGAGE

### MORTGAGE

THIS ~~DEED~~ made the 17 day of June in the  
year of our Lord one thousand nine hundred and seventy-seven BETWEEN EARL E. RUPP  
and CAROL A. RUPP, his wife (hereinafter called Mortgagor) and  
BROKERS MORTGAGE SERVICE  
a corporation organized and existing under the laws of the State of New Jersey, and having  
its principal office and post-office address in Camden, New Jersey  
(hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of TWENTY-TWO THOUSAND and 00/100

Dollars (\$ 22,000.00 ), with interest from date, at the rate of EIGHT AND ONE/<sup>HALF</sup> per centum  
(  $8\frac{1}{2}\%$  ) per annum on the unpaid balance until paid, as provided in a Note of even date herewith,  
from the Mortgagor to the Mortgagee, in monthly installments of ONE HUNDRED SIXTY-NINE and 18/100  
Dollars (\$ 169.18 ), commencing on the first day of AUGUST, 1977, and  
continuing thereafter on the first day of each month until such debt is fully paid, except that, if not  
sooner paid, the final payment thereof shall be due and payable on the first day of JULY  
2007, and also to secure the performance of all covenants, agreements and conditions herein con-  
tained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee,  
ALL the following described real property situate in the Township of Hemlock,  
County of Columbia and Commonwealth of Pennsylvania, to wit:

SEE SCHEDULE "A" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

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

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

TO HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee  
to its own use forever:

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

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said Note, at the times and in the manner therein provided, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
- (II) interest on this debt; and
- (III) amortization of the principal of this debt.

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

3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.

5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.

8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

SCHEDULE "A"

Description of lands of Earl E. and Carol A. Rupp, located in the Village of Buckhorn, Township of Hemlock, Columbia County, Pa., bounded and described according to a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976, as follows, to wit:

BEGINNING at an iron pin corner at the Western edge of the right of way of Pa. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 66.00 feet to an iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an iron pin; then by a 20 foot alley North 29 degrees 08 minutes 38 seconds West 66.00 feet to an iron pin; then by lands of George W. Neel North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

BEING the same premises which Tony Dunn, Sr. by Deed dated April 9, 1972 and recorded in Columbia Bloomsburg County in Deed Book 255 page 713 conveyed unto Earl E. Rupp and Carol A. Rupp, his wife, IN FEE.

UNDER AND SUBJECT to certain building restrictions as of record, if any.

It is hereby understood and agreed that Thirteen Thousand Two Hundred and 00/100 Dollars (\$13,200.00) of the principal sum herein mentioned is guaranteed by the Veterans Administration under the Servicemen's Readjustment Act of 1944, Section #501.

Should the Veterans Administration for any reason fail or refuse to issue the guarantee in the maximum amount permitted of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days of the date hereof, the mortgagee herein may at its option declare all sums secured by this mortgage immediately due and payable.



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

10. The lien of this Mortgage shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.

11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.

12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an attorney's commission of FIVE per centum ( 5 %) of said principal debt shall be payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*Earl E. Rupp* (SEAL)  
EARL E. RUPP  
*Carol A. Rupp* (SEAL)  
CAROL A. RUPP (SEAL)

#### CERTIFICATE OF RESIDENCE

I, JEAN PIZZO, Secretary, do hereby certify that the correct address of the within-named Mortgagee is 529 Market Street, Camden, New Jersey 08102

Witness my hand this 17TH day of JUNE, 1977

*John Pizzo*  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *BUCKS*

On this 17th day of June, A.D., 1977, before me, his wife came the above-named EARL E. RUPP and CAROL A. RUPP, and acknowledged the within Indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

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

*Mary E. Rupp*  
My commission expires

REC'D BY RECORDER  
COLUMBIA CO. PA.

TAX \$2.00 FEE 6.50

JUN 23 11 19 AM '77

COMMONWEALTH  
OF  
PENNSYLVANIA

MORTGAGE

EARL E. RUPP and  
CAROL A. RUPP, his wife

TO

BROKERS MORTGAGE SERVICE  
529 Market Street  
Camden, New Jersey 08102

COMMONWEALTH OF  
PENNSYLVANIA  
COUNTY OF COLUMBIA

Recorded on this 23rd day of June, A.D. 1977, in the Recorder's Office of said County in Mortgage Book Vol. 184, Page 639.

Given under my hand and seal of the said office, the day and year aforesaid.

*Mary E. Rupp*  
Prepared by the office of:  
DAVID H. MARKOWITZ, ESQ.,  
529 Market Street  
Camden, New Jersey 08102  
BY: JEAN PIZZO

PLEASE DO NOT RECORD THIS  
ASSIGNMENT WITHOUT INSERTING  
MORTGAGE BOOK AND PAGE.

## ASSIGNMENT OF MORTGAGE

**Know all Men by these Presents**, that BROKERS MORTGAGE SERVICE, 529 Market Street, Camden, New Jersey 08102, a corporation organized and existing under the laws of the State of New Jersey, herein referred to as ASSIGNOR, for and in consideration of the sum of TWENTY TWO THOUSAND and 00/100 DOLLARS (\$22,000.00)

lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by

COMMERCIAL MORTGAGE COMPANY  
972 BROAD STREET  
NEWARK, NEW JERSEY 07102

, hereinafter referred to as ASSIGNEE.

at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE and its successors and assigns all that certain INDENTURE OF MORTGAGE bearing date the

17th day of June

19 77, made and executed by

EARL E. RUPP and CAROL A. RUPP, his wife

hereinafter referred to as MORTGAGOR, to said ASSIGNOR, to secure the sum of \$ 22,000.00

covering premises situate

RD #1 Bloomsburg  
Hemlock Township, Pennsylvania

and recorded in the Office of the Recording of Deeds of Columbia  
County, ~~NEW JERSEY~~ in Book 184 of Mortgages, Page 639  
PENNSYLVANIA

TOGETHER with the hereditaments and premises in and by said indenture of mortgage particularly described and granted, or mentioned and intended so to be, with the appurtenances, and the bond or obligation in said indenture of mortgage mentioned and thereby intended to be secured and all incidental or supplemental documents, or instruments, if any, secured or intended to be secured thereby, and all moneys due and to grow due thereon, and all its estate, right, title, interest, property, claim and demand in and to the same.

TO HAVE AND TO HOLD the same unto the said ASSIGNEE and its successors and assigns, to its proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said MORTGAGOR in said indenture of mortgage named, and the heirs, executors, administrators, successors and assigns of said MORTGAGOR therein.

In WITNESS WHEREOF, the said ASSIGNOR has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper officers this 29th day of June, 19 77

BROKERS MORTGAGE SERVICE

By:

HELEN TYMUSCZUK, Vice-President

Attest:

JEAN PIZZO, Secretary

STATE OF NEW JERSEY: )  
COUNTY OF CAMDEN: ) ss

BE IT REMEMBERED that on this 29th day of June, 19 77 before me, the undersigned authority, personally appeared JEAN PIZZO who being by me duly sworn on her oath saith that she is the Secretary of BROKERS MORTGAGE SERVICE the assignor within named, and that HELEN TYMUSCZUK is the Vice-President; that deponent knows the common or corporate seal of said assignor and that the seal annexed to the within assignment is such common or corporate seal; that the said assignment was signed by the said Vice-President and the seal of said assignor affixed thereto in the presence of deponent; that said assignment was signed, sealed and delivered as and for the voluntary act and deed of said assignor, for the uses and purposes therein expressed, pursuant to a resolution of the Board of Directors of said assignor; and at the execution thereof this deponent subscribed her name thereto as witness.

Sworn and subscribed the  
day and year above said.

JEAN PIZZO  
Notary Public, State of New Jersey  
My Comm. Exp. January 13, 1981

JEAN PIZZO

Secretary

BMS # 34928

Title Co. Commonwealth Land Title Insurance Company  
# C 557 221 NES # 243

## Assignment of Mortgage

BROKERS MORTGAGE SERVICE

TO

COMMERCIAL MORTGAGE COMPANY  
972 BROAD STREET  
NEWARK, NEW JERSEY 07102

Dated: June 29, 1977

Premises: RD #1 Bloomsburg  
Henlock Township  
Pennsylvania

Received in the Recorder's office  
of the County of Columbia  
on the 15th day of August  
A.D. 1977, at 11:21 a.m., o'clock  
in the noon, and recorded  
in Book Mfg. Bk. 185 of

Assignment of Mortgages for said County, on

*Wm. H. Markowitz*

PREPARED BY THE OFFICE OF:

DAVID H. MARKOWITZ

COUNSELLOR AT LAW

329 MARKET STREET

CAMDEN, N. J. 08102

CHARGE AND RETURN TO  
BROKERS MORTGAGE SERVICE  
529 MARKET STREET  
CAMDEN, NEW JERSEY 08102

By: *ELLEN TYMOSZUK*

RECORDED BY RECORDER  
COLUMBIA CO., PA.

TAX \$52.00 FEE \$6.50

AUG 13 11 21 AM '77

## COLLATERAL MORTGAGE

THIS INDENTURE, made the 27th day of April, 1981, Between Joseph Coladonato and Martha Hart of RD 2 Box 29 C Catawissa, Pa. 17820 hereinafter called Mortgagor(s), and SENTRY CONSUMER DISCOUNT COMPANY, of Shamokin Dam, Pa Pennsylvania, hereinafter called Mortgagee:

WHEREAS, Mortgagor(s), in consideration of a loan to them by Mortgagee, have executed and delivered to Mortgagee a certain note in the amount of \$ 7680.00 with interest as therein set forth, bearing even date herewith, which note is payable in 60 monthly installments of 128.00 each, commencing on the 7th day of June, 1981, and thereafter on the 7th day of each month, and

WHEREAS it is further agreed that in addition to the note above mentioned this mortgage is given as collateral security for all indebtedness of the Mortgagor(s) now existing or hereafter incurred in favor of Mortgagee, whether such indebtedness by evidence by a note or notes, renewal of said notes in whole or in part, or substitutions in whole or part for such notes, or in any other obligations of any kind which the said Mortgagee may at the time of execution of this mortgage, or at any future time, have or hold against the said Mortgagor(s), as principal debtor or otherwise; provided, however, that at no time shall the total sum secured hereby exceed the maximum amount Mortgagee is authorized to lend under the Pennsylvania Consumer Discount Company Law.

NOW, THEREFORE, in consideration of the said loan, and to secure the payment thereof as well as any future loans or other indebtedness secured hereby, Mortgagor(s) do hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, All that certain tract of land situate in Hemlock Township County of Columbia, State of Pennsylvania, more particularly described in Mortgagor(s) deed recorded in the Office of the Recorder of Deeds of Columbia County, State of Pennsylvania, in Deed Book 302 Page 732, the address of which property is RD1 Box 18 Bloomsburg, Pa. 17815.

TOGETHER with the buildings, improvements, rights, privileges, hereditaments and appurtenances, and the reversions, remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises unto the Mortgagee forever, provided, however, that if Mortgagor(s) shall well and duly pay to Mortgagee the entire debt as hereinafter set forth, as well as future loans or other indebtedness secured hereby, then the estate hereby granted shall cease, determine and become void.

PROVIDED further, that if Mortgagor(s) shall default in any monthly installment for a period of fifteen (15) days or more, then the whole of the unpaid debt or debts including principal, interest and other authorized charges shall at the option of Mortgagee become immediately due and payable; and in such event if Mortgagee retains an attorney to institute legal action on the note or notes or to foreclose on this mortgage, Mortgagor(s) shall pay in addition to the amount aforesaid, an attorney's commission of fifteen percent (15%) of such unpaid amount and costs of suit, and in the event that Mortgagee obtains judgement in such legal action and issues a Writ of Execution or other appropriate writ, then Mortgagor(s) hereby waive all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the mortgaged premises or any other property, and any such judgement shall bear interest at the applicable rate until paid in full.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hands and seals the day and year first above written.

Witness:

Joseph L. Marks


Joseph Coladonato (SEAL)  
Martha L. Hart (SEAL)

Commonwealth of Pennsylvania :  
County of Columbia : SS.

On the 27th day of April, 1981, before me, the undersigned officer, personally appeared the above named  
..... Joseph Coladonato & Martha Hart ..... and in  
due form of law acknowledged the within indenture of Mortgage to be their  
voluntary act and deed, executed for the purposes therein contained, and  
desiring that it be recorded as such.

Witness my hand and seal the day and year aforesaid.

.....  
My Commission expires: 5/1/82



The address of the within named Mortgage is: P.O. Box 178 Shamokin Dam, Pa. 17876

.....  
Attorney in fact.

Recorded in Columbia County  
Mtg. Book 205, page 1079 on  
July 29, 1981 at 11:06 a.m.

*Lorely J. Michael*  
*Acting Recorder*

BOOK 205 - PAGE 1080

RECORD RECORDED  
COLUMBIA CO., PA  
TAX FEE \$6.50  
JUL 29 11 06 AM '81

# 370

WARRANTY DEED

THE PLANKENHORN CO.  
WILLIAMSPORT, PA. 17701

# This Deed

MADE the 8<sup>th</sup> day of June  
in the year nineteen hundred and eighty-one (81)  
BETWEEN

EARL E. RUPP and CAROL A. RUPP, his wife, of 514 Easy Street  
Sebastian, Florida,

AND

JOSEPH COLADONATO and MARTHA L. HART, of Box 18, R. D. #1,  
Bloomsburg, Columbia County, Pennsylvania,

WITNESSETH, That in consideration of Twenty-one Thousand Two hundred seventy-seven  
and 21/100 (\$21,277.21) Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant  
and convey to the said grantees, joint tenancy

ALL THAT CERTAIN piece, parcel or lot of land situate on the west side of Main  
Street, U. S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia  
County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street  
U. S. Route 44; thence along the western side of Main Street (U. S. Route 44)  
South 34 degrees East 66 feet to a point; thence along land, now or formerly  
of John Davis, South 54 degrees West 165 feet to a point located on the easterly  
side of an alley; thence along the eastern side of said alley, North 34 degrees  
West 66 feet to a point; thence along land now or formerly of Amos B. Hartman,  
North 54 degrees East 165 feet to a point, the place of BEGINNING.  
Whereon is erected a two story frame dwelling. Said description being taken  
from a survey prepared by James H. Patton, Registered Surveyor, dated March 1,  
1972.

BEING the same premises which Tony Dunn, Sr. granted and conveyed  
unto Earl E. Rupp and Carol A. Rupp, by Deed dated April 7, 1972, recorded in  
Deed Book 255 page 713, Columbia County records.

THE BLOOMSBURG AREA SCHOOL DISTRICT  
REAL ESTATE TRANSFER TAX

Amount \$106.39 Paid 6-16-81

Hemlock Twp.  
REAL ESTATE TRANSFER TAX  
Amount \$106.38 Paid 6-16-81

AND the said grantor will specially WARRANT AND FOREVER DEFEND the property hereby conveyed

IN WITNESS WHEREOF, said grantors have hereunto set their hands and seals, the day and year first above-written.

Sealed and delivered in the presence of

*Janet E. Gilbert*

*Earl E. Rupp*

Earl E. Rupp

(SEAL)

*Carol A. Rupp*

Carol A. Rupp

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

#### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise residence of the grantee is  
Rt. D. #1, Box 18, Bloomsburg, Pennsylvania.

herein is as follows:

*Jackie Kline*  
Attorney or Agent for Grantee

~~Commonwealth of Pennsylvania~~  
STATE OF FLORIDA } SS:  
County of .....

On this, the *1st* day of *June* 1981, before me a Notary Public,  
the undersigned officer, personally appeared Earl E. Rupp and Carol A. Rupp  
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within  
instrument, and acknowledged that they executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

*Janet E. Gilbert*

My Commission Expires

Notary Public State of Florida at Large  
My Commission Expires Sept. 9, 1981

Commonwealth of Pennsylvania } SS:  
County of .....

On this, the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me  
the undersigned officer, personally appeared  
known to me (or satisfactorily proven) to be the person whose name subscribed to the within  
instrument, and acknowledged that executed the same for the purpose therein  
contained.

IN WITNESS WHEREOF, I have hereunto set my hand and

seal.

My Commission Expires



To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 5TH day of MAY 1983, at 10:15 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THE NATIONAL STATE BANK,

A Banking Corporation of the United States of America for the price or sum of Four Hundred and Eight and 50/100 (\$408.50) plus Eight and 17/100 (\$8.17) Poundage ----- Dollars

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

Columbia County Sheriff's Dept.	Sale Cost	\$108.41	
	Poundage	8.17	\$116.58
Henrie Printing			37.25
Press-Enterprise, Inc.			150.80
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Catherine Bardo, Tax Collector, Hemlock Twp.			78.54

The National State Bank, a Corp. organized & existing under the laws Elizabeth, New Jersey

vs

Joseph Coladonato & Martha Hart  
Earl E. Rupp & Carol A. Rupp, h/w

NO. 1131 of 1982 J.D.

NO. 4 of 1983 E.D..

Sheriff's Office, Bloomsburg, Pa. ) So answers  
6 MAY 1983 )  
Victor B Vandling Sheriff  
VICTOR B. VANDLING

LESLIE J. CARSON, JR.  
ATTORNEY AT LAW  
1004 ROBINSON BUILDING  
N. W. COR. 15TH AND CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19102

(215) 568-1587

CITY LINE ADDRESS  
6378 LANCASTER AVENUE  
PHILADELPHIA, PA. 19151

(215) 877-0640

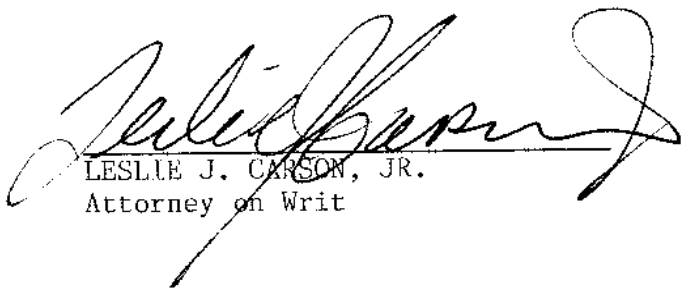
ANTHONY W. NOVASITIS, JR.

May 6, 1983

TO THE SHERIFF OF COLUMBIA COUNTY:

RE: THE NATIONAL STATE BANK Vs.  
JOSEPH COLADONATO & MARTHA HART  
AND EARL E. RUPP & CAROL A.  
RUPP, H/W  
NO. 1131, 1982 J.D.  
NO. 4, 1983 E.D.

I hereby assign the bid on the above Writ of Execution to  
THE NATIONAL STATE BANK, Elizabeth, N.J., a banking corporation of the  
United States of America, with its principal place of business at 68 Broad  
Street, Elizabeth, N.J. 07207.

  
LESLIE J. CARSON, JR.  
Attorney on Writ

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY  
MAY 9 10 22 AM '83  
SHERIFF  
CHIEF DEPUTY

LESLIE J. CARSON, JR.  
ATTORNEY AT LAW  
1004 ROBINSON BUILDING  
N. W. COR. 15TH AND CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19102

(215) 568-1587

CITY LINE ADDRESS  
6378 LANCASTER AVENUE  
PHILADELPHIA, PA. 19151

(215) 877-0640

ANTHONY W. NOVASITIS, JR.

May 6, 1983

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

Atten: A.J. Zale, Chief Deputy

Re: The National State Bank  
VS. Joseph Coladonato, Martha  
Hart, Earl E. Rupp and Carol  
A. Rupp  
NO. 1131 of 1982 J.D.

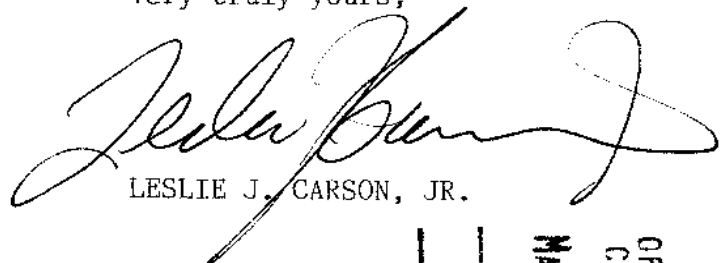
Dear Sir:

Thank you for your advice by telephone that the property described in the above writ of execution was sold to me as attorney on the writ. Enclosed is an assignment of my bid to The National State Bank, Elizabeth, N.J., a banking corporation of the United States of America. The deed should identify the grantee in the same words used in the enclosed assignment of bid.

Please forward the deed and any refund to Dale A. Derr, Esquire, 238 Market Street, P. O.Box 539, Bloomsburg, PA 17815.

Thank you for your cooperation in this matter.

Very truly yours,



LESLIE J. CARSON, JR.

LJCJr/kz  
encl.  
CC. Dale A. Derr, Esquire

OFFICE OF SHERIFF  
COLUMBIA COUNTY  
MAY 9 10 22 AM '83  
SHERIFF  
CHIEF DEPUTY

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

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

AREA CODE 717  
784-4654

March 30, 1983

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

Re: The National State Bank vs. Joseph Coladonato,  
Martha Hart, Earl E. Rupp and Carol A. Rupp  
No. JD 1131 - 1982 and No. ED 4 - 1983

Dear Sheriff:


This will confirm our telephone conversation to the effect that the Execution Plaintiff requests that the Sheriff Sale scheduled in the above captioned proceeding for 10:15 A.M. Thursday, March 31, 1983, be continued to Thursday, May 5, 1983 at 10:15 o'clock A.M. This request is for continuance of the sale to a date certain is pursuant to provisions of Pennsylvania Rule of Civil Procedure 3129(d).

At the time originally scheduled for the sale at 10:15 A.M., March 31, 1983, it is requested that the following announcement be made to all assembled parties:

"The Sheriff Sale scheduled in the matter of The National State Bank vs. Joseph Coladonato, Martha Hart, Earl E. Rupp and Carol A. Rupp, No. 1131 of 1982, is continued at the direction of the Execution Plaintiff to Thursday, the 5th day of May, 1983 at 10:15 o'clock A.M. at the Sheriff's Office, at which time and place the Sheriff Sale on the above captioned execution proceeding will be held. This continuance being pursuant to the provisions of Pennsylvania Rule of Civil Procedure 3129(d)".

The above captioned Rule of Civil Procedure provides that if this notice is given the sale can be held at the new date without additional notice or advertisement being required. If you have any questions concerning this matter, please give me a call.

Very truly yours,

  
DALE A. DERR

DAD:arc  
cc: Leslie T. Carson, Jr., Esqu.

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY  
MAR 31 4 06 PM '83  
CHIEF DEPUTY  
SHERIFF

SHERIFF'S SALE

COST SHEET

The National State Bank vs Colorado, Hart & Rupp

THURSDAY, March 31, 1983

NO. 7 of 1983 E.D.

WRIT OF EXECUTION

Judgment --- Principal

Insurance

Interest from

Real Estate Tax

Interest from

Attorneys' Fee

days @ \$ per day

\$ 25,617.74

Total ... \$

\$ 25,617.74

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

Pro. Pd.

Shff. V.

Judg. Fee

Atty. Fee

Satisfaction

\$ 15.00 PD.  
66.50 PD.  
9.00 PD.

Total ... \$ 90.50

\$ 90.50

SHERIFF'S COST OF SALE:

Docket & Levy

Service of Notice

Postage

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

Advertising, Sale Bills

Newspapers

Mileage

Crying/Adjourn of Sale

Sheriff's Deed (executing & registering)

\$ 10.75  
25.00  
5.16  
15.00  
5.00  
5.00  
5.00  
17.50  
5.00  
20.00

Total... \$ 108.41

\$ 108.41

Morning Press (Ads)  
Berwick Enterprise (Ads)  
Herald Printing

Prothonotary - List of Liens

Deed

Recorder of Deeds, Col. Co.  
Deed, Search, etc.

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 1983

School Taxes, District

Parcel #2

\$ 78.54

Total ... \$ 78.54

\$ 78.54

SEWERAGE RENT DUES:

Municipality

for 19

\$

Total Taxes & Costs

\$ 408.50

BUYER:

BID PRICE: \$

POUNDAGE \$

DEED IN NAME OF:

REALTY TRANSFER TAX \$

STATE STAMPS \$

## 6204

May 18<sup>19</sup> 83

60-683  
313

PAID BY  
TO THE  
ORDER OF  
Catherine Bardo, Tax Collector Hancock Twp. \$ 78.57  
Seventy Eight and 57/100 DOLLARS



**Bloomsburg Bank-COLUMBIA TRUST CO.**  
Bloomsburg, Pa.

FOR NAT'L STATE BALT VS CALADONATO, etc.  
NO. 4021932D.  
1953 CAL CO TAXES @:031130593B

1:03130593615

Victor S. Vandling exp  
572181000 05

05

**TAX NOTICE**

# GENERAL DOK TRUP

**MAKE CHECKS PAYABLE TO:**

# THE FARRINGTON LINE

Box 244  
H. H. H.

100000000, PA. 17515.

HOURS: 10:00 A.M. - 7:00 P.M. TUES & THUR

# 1. APPOINTMENT

ONLY

PHONE 613-476-4765 AFTER NOV 1

**TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED**

LAST

1. *Chlorophyll a*  
 2. *Chlorophyll b*  
 3. *Chlorophyll c*  
 4. *Chlorophyll d*  
 5. *Chlorophyll e*  
 6. *Chlorophyll f*  
 7. *Chlorophyll g*  
 8. *Chlorophyll h*  
 9. *Chlorophyll i*  
 10. *Chlorophyll j*  
 11. *Chlorophyll k*  
 12. *Chlorophyll l*  
 13. *Chlorophyll m*  
 14. *Chlorophyll n*  
 15. *Chlorophyll o*  
 16. *Chlorophyll p*  
 17. *Chlorophyll q*  
 18. *Chlorophyll r*  
 19. *Chlorophyll s*  
 20. *Chlorophyll t*  
 21. *Chlorophyll u*  
 22. *Chlorophyll v*  
 23. *Chlorophyll w*  
 24. *Chlorophyll x*  
 25. *Chlorophyll y*  
 26. *Chlorophyll z*  
 27. *Chlorophyll aa*  
 28. *Chlorophyll ab*  
 29. *Chlorophyll ac*  
 30. *Chlorophyll ad*  
 31. *Chlorophyll ae*  
 32. *Chlorophyll af*  
 33. *Chlorophyll ag*  
 34. *Chlorophyll ah*  
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110X13

ALBION, 17815

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

**THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT.**

REC'D BY

TOTAL 2,310

COLUMBIA COUNTY				DATE	BILL NO.
FOR	DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT DUE
	COUNTY R.E.	2510	18.00	40.75	41.59
	TWP/BORO R.E.		14.00	31.69	32.34
	FIRE		2.00	4.53	4.68
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.				<b>PAY THIS AMOUNT</b>	
				<b>76.97</b>	
				<b>78.54</b>	
				<b>81.30</b>	
				<b>84.10</b>	

Coladonato Sheriff Sale

\$150.80

SHERIFF'S SALE  
BY VIRTUE OF A WRIT OF  
EXECUTION No. 4 of  
1983, 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, Col-  
umbia County Court  
House, Bloomsburg,  
Pennsylvania, on:  
Thurs. Mar 31, 1983  
at 10:15 o'clock a.m.  
Eastern Standard Time.

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

6092

March 30, 1983

60-593  
313

PAY  
TO THE  
ORDER OF

Press-Enterprise, Inc.

\$ 150.80

One Hundred Fifty and 80/100

DOLLARS



Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR National State Bank vs Coladonato, etc.  
No. 4 of 1983 E.D.  
Legal Ads

Victor B. Vandling

031305936

57281000

05

March 9, 1983, exactly as printed and I  
affiant is one of the owners and publishers of said newspaper in which leg  
notice was published; that neither the affiant nor The Morning Press are in  
ject matter of said notice and advertisement, and that all of the allegator  
statement as to time, place, and character of publication are true.

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

Stephen  
Matthew

(Notar

My Commission Expires  
BLOOMSBURG COLUMBIA CO  
MY COMMISSION EXPIRES JULY  
Member Pennsylvania Association

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

side of said alley, North  
34 degrees West 66 feet  
to a point; thence along  
land now or formerly of  
Amos B. Hartman, North  
54 degrees East 165 feet  
to a point; the place of  
beginning. Whereon is  
erected a two story  
132' granted and con-  
veyed unto Joseph Cola-  
donato and Martha L.  
Hart, in fee.

NOTICE is hereby given to  
all claimants and parties  
in interest, that the Sher-  
iff will on April 5, 1983  
file a Schedule of Distri-  
bution 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 ther-  
eto within ten (10) days  
thereafter.

SEIZED AND TAKEN into  
execution at the suit of  
THE NATIONAL STATE  
BANK vs. JOSEPH COLA-  
DONATO and MARTHA  
HART and EARL E. RUPP  
and CAROL A. RUPP, his  
wife.

SAID PREMISES WILL BE  
SOLD BY:

Victor Vandling  
Sheriff of  
Columbia County  
Leslie J Carson, Jr.  
Esquire  
1004 Robinson Bldg  
Philadelphia Pa 19102  
215 568 1587  
I.D. No. 05111  
Mar 9, 1983

**SHERIFF'S SALE**  
BY VIRTUE OF A WRIT OF  
EXECUTION No. 4 of  
1983, 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, Col-  
umbia County Court  
House, Bloomsburg,  
Pennsylvania, on:

Thurs., Mar 31, 1983

at 10:15 o'clock a.m.

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

ALL THAT CERTAIN piece,  
parcel or lot of land  
situate on the West Side  
of Main Street, U.S.  
Route 44 in the Village  
of Buckhorn, Hemlock  
Township, Columbia  
County, Pennsylvania,  
bounded and described  
as follows, to-wit:

BEGINNING at a point  
located on the westerly  
side of Main Street, U.S.  
Route 44; thence along  
the western side of Main  
Street (U.S. Route 44)  
South 34 degrees East 66  
feet to a point; thence  
along land, now or form-  
erly of John Davis, South  
54 degrees West 165 feet  
to a point located on the  
easterly side of an alley;  
thence along the eastern  
side of said alley, North  
34 degrees West 66 feet  
to a point; thence along  
land now or formerly of  
Amos B. Hartman, North  
54 degrees East 165 feet  
to a point; the place of  
beginning. Whereon is  
erected a two story

732, granted and con-  
veyed unto Joseph Cola-  
donato and Martha L.  
Hart, in fee.

NOTICE is hereby given to  
all claimants and parties  
in interest, that the Sher-  
iff will on April 5, 1983  
file a Schedule of Distri-  
bution 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 ther-  
eto within ten (10) days  
thereafter.

SEIZED AND TAKEN into  
execution at the suit of  
THE NATIONAL STATE  
BANK vs. JOSEPH COLA-  
DONATO and MARTHA  
HART and EARL E. RUPP  
and CAROL A. RUPP, his  
wife.

SAID PREMISES WILL BE  
SOLD BY:

Victor Vandling  
Sheriff of

Columbia County

Leslie J. Carson, Jr.  
Esquire

3004 Robinson Bldg  
Philadelphia Pa 19102

215 568 1587

I.D. No. 05111

Mar 9, 1983

P

**STATE OF PENNSYLVANIA**  
**COUNTY OF COLUMBIA**

**SS:**

.....J...Stephen Buckley....., being duly sworn according to law  
that The Morning Press is a newspaper of general circulation with its princi-  
of business in the Town of Bloomsburg, County of Columbia and State of  
was established on the 1st day of March, 1902, and has been published dai-  
and Legal Holidays). continuously in said Town, County and State since th-  
lishment; that hereto attached is a copy of the legal notice or advertiseme-  
titled proceeding which appeared in the issue of said newspaper on.....  
.....March 9, 1983....., 1983 exactly as printed and  
affiant is one of the owners and publishers of said newspaper in which leg-  
notice was published; that neither the affiant nor The Morning Press are ir-  
ject matter of said notice and advertisement, and that all of the allegatio-  
statement as to time, place, and character of publication are true.

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

(Notar

My Comm. Expires  
BLOOMSBURG CO. COLUMBIA CO.  
MY COMMISSION EXPIRES JUL  
Member Pennsylvania Association

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



REALTY TRANSFER TAX  
AFFIDAVIT OF VALUE

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

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

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Joseph Coladonato & Martha Hart, Earl E. Rupp & Carol A. Rupp, h/w By the SHERIFF of Col. Co.

GRANTOR (S)	ADDRESS	ZIP CODE
The National State Bank, A Banking Corporation of the United States of America, a Corp. organized & existing under the laws Elizabeth, New Jersey		
GRANTEE (S)	ADDRESS	ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

Rt. 44, Village of Buckhorn	Hemlock Township	Columbia
P.D. STREET & NUMBER OR OTHER DESCRIPTION	NAME OF LOCAL GOVERNMENTAL UNIT	COUNTY

FULL CONSIDERATION \$ 408.50 HIGHEST ASSESSED VALUE \$ 2310.00  
FAIR MARKET VALUE \$ 6940.00 REALTY TRANSFER TAX PAID \$ None  
TAX EXEMPT TRANSACTIONS: IF TRANSFER IS PARTIALLY OR WHOLLY EXEMPT, SHOW AMOUNT EXEMPT, REASON (S) AND CITE PORTION OF LAW. Mortgage holder exempt.

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

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

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING MORTGAGE: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

MORTGAGEE

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

EXISTING LIEN OR OBLIGATION: \$ \_\_\_\_\_ DISPOSITION \_\_\_\_\_

LIENHOLDER

ADDRESS

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

OFFICIAL CONDUCTING SALE	Victor B. Vandling, Courthouse, Bloomsburg, Pa. - Sheriff	
SUCCESSFUL BIDDER	See Grantee	
NAME	ADDRESS	TITLE
NAME	ADDRESS	TITLE

	JUDGEMENT PLUS PRIOR LIENS	BID PRICE	HIGHEST ASSESSED VALUE
HIGHEST ASSESSED VALUE			\$ 2310.00
JUDGEMENT PLUS INTEREST	\$ 25,617.74		
BID PRICE		\$ 408.50	
PRIOR RECORDED LIEN	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
PRIOR RECORDED MORTGAGE	\$	\$	
UNPAID REAL ESTATE TAXES	\$	\$	
WATER RENT DUE	\$	\$	
SEWAGE RENT DUE	\$	\$	
ATTORNEY FEES	\$	\$	
OTHER (COSTS, ETC.)	\$	\$	
TOTAL	\$ 25,617.74	\$ 408.50	\$ 2310.00

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

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

NOTARY PUBLIC

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

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

*A. J. Zale*  
☐ GRANTEE ☐ AGENT FOR GRANTEE  
☐ GRANTOR ☒ AGENT FOR GRANTOR  
☐ STRAW ☐ TRUSTEE

SHERIFF'S SALE

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

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

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

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

IF THE HIGHEST BIDDER DEFAULTS IN THE PAYMENT BY 12:00 O'CLOCK NOON ON Thurs May 12, THE PROPERTY WILL BE RESOLD AT 2:00 O'CLOCK P.M., IN THE SHERIFF'S OFFICE, ON THAT DAY May 12, 1985, ONE WEEK FROM TODAY.

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

Notice is hereby given to all claimants and parties in interest that the Sheriff will on May 6, 1985 file a Schedule of Distribution in his office, where the same will be available for inspection, and that distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

ALSO, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PAY REALTY TRANSFER TAX OF 1% OF THE BID OR OF \$ 26,116.74, WHICHEVER IS HIGHER.

ALSO, STATE STAMPS OF 1% OF BID OR OF \$ 26,116.74, WHICHEVER IS HIGHER.

BUYER \_\_\_\_\_

PRICE \_\_\_\_\_

POUNDAGE \_\_\_\_\_

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

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

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

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION No. 4 of 1983, 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 MARCH 31, 1983 at 10:15 o'clock A.M., Eastern Standard Time, in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN place, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davis, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Whereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

AND FURTHER DESCRIBED in a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976 as follows to wit:

BEGINNING at an Iron pin corner at the Western edge of the right of way of Pa. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 66.00 feet to an Iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an Iron pin; then by a 20 foot alley North 29 degrees 08 minutes 38 seconds West 66.00 feet to an Iron pin; then by lands of George W. Neal North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

BEING the same premises conveyed by Tony Dunn, Sr. by Deed dated April 9, 1972 and recorded in Columbia Bloomsburg County in Deed Book 255 page 713 conveyed unto Earl E. Rupp and Carol A. Rupp, his wife, in fee

AND BEING the same premises which Earl E. Rupp and Carol A. Rupp, his wife by Deed dated June 8, 1981 and recorded at Bloomsburg, Pennsylvania, in the Office for the Recording of Deeds of Columbia County on June 16, 1981 in Deed Book 302, page 732, granted and conveyed unto Joseph Coladonato and Martha L. Hart, in fee.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on <sup>APRIL 5</sup>, 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 THE NATIONAL STATE BANK Vs. JOSEPH COLADONATO and MARTHA HART and EARL E. RUPP And CAROL A. RUPP, his wife.

SAID PREMISES WILL BE SOLD BY:

VICTOR VANDLING  
SHERIFF OF COLUMBIA COUNTY

LESLIE J. CARSON, JR., ESQUIRE  
Attorney for Plaintiff  
1004 Robinson Bldg.  
Philadelphia, PA 19102  
215 568 1587  
I. D. No. 05111

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

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

AREA CODE 717  
784-4654

March 30, 1983

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

Re: The National State Bank vs. Joseph Coladonato,  
Martha Hart, Earl E. Rupp and Carol A. Rupp  
No. JD 1131 - 1982 and No. ED 4 - 1983

Dear Sheriff:

This will confirm our telephone conversation to the effect that the Execution Plaintiff requests that the Sheriff Sale scheduled in the above captioned proceeding for 10:15 A.M. Thursday, March 31, 1983, be continued to Thursday, May 5, 1983 at 10:15 o'clock A.M. This request is for continuance of the sale to a date certain is pursuant to provisions of Pennsylvania Rule of Civil Procedure 3129(d).

At the time originally scheduled for the sale at 10:15 A.M., March 31, 1983, it is requested that the following announcement be made to all assembled parties:

"The Sheriff Sale scheduled in the matter of The National State Bank vs. Joseph Coladonato, Martha Hart, Earl E. Rupp and Carol A. Rupp, No. 1131 of 1982, is continued at the direction of the Execution Plaintiff to Thursday, the 5th day of May, 1983 at 10:15 o'clock A.M. at the Sheriff's Office, at which time and place the Sheriff Sale on the above captioned execution proceeding will be held. This continuance being pursuant to the provisions of Pennsylvania Rule of Civil Procedure 3129(d)".

The above captioned Rule of Civil Procedure provides that if this notice is given the sale can be held at the new date without additional notice or advertisement being required. If you have any questions concerning this matter, please give me a call.

Very truly yours,

*DALE A. DERR*  
DALE A. DERR

DAD:arc  
cc: Leslie T. Carson, Jr., Esqu.

OFFICE OF THE SHERIFF  
COLUMBIA COUNTY  
MAR 31 4 06 PM '83  
SHERIFF  
CHIEF DEPUTY



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

The National Stae Bank of  
New Jersey

vs

Joseph Colodonato, Martha Hart  
Earl Rupp and Carol Rupp

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 4 of 1983 ED  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

February 28, 1983 \_\_\_\_\_, posted a copy of the  
SHERIFF'S SALE bill on the property of Joseph Colodonato, Marth Hart,  
Earl Rupp and Carol Rupp Rt. 44, Buckhorn, Penna. Hemlock Twp.  
Columbia County, Pennsylvania. Said posting performed by Columbia  
County Deputy Sheriff John J. O'Brien.

So Answers:

John J. O'Brien  
Deputy Sheriff

For:

Victor B. Vandling

Victor B. Bandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
28 day of February, 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

National State Bank of New Jersey

vs

Joseph Colanato, Marth Hart, Earl E. Rupp and  
Carol Rupp

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

NO. 4 of 1983 ED

WRIT OF EXECUTION

SERVICE ON Earl E Rupp

ON February 25, 1983 at 1:40 PM. 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,

Earl E Rupp at His residence 384 Light St. Rd., Bloomsburg, Penna.

by John J O'Brien

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

So Answers:

John J O'Brien

Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 25 day of February  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



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

**VICTOR B. VANDLING**

SHERIFF

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

February 22, 1983

A. J. Zale

~~HAYMOND VACHMOWSKI, JR.~~  
CHIEF DEPUTY

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

The National State Bank, a Corp.  
organized & existing under the laws  
Elizabeth, New Jersey

VS

Joseph Coladonato & Martha Hart  
Earl E. Rupp & Carol A. Rupp, h/w

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 4 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON EARL E. RUPP

On February 14, 1983, sent a true and attested copy of the  
within Writ of Execution and a true copy of the Notice of Sheriff's Sale  
of Real Estate to Earl E. Rupp, 514 Easy St., Sebastian, Florida

by Certified Mail, Return Receipt Requested No.  
P27 7711728. Said Certified Mail returned to sender by Postal  
Authorities marked UNKNOWN and attached.

on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P27 7711728  
is attached.

So Answers:

*A. J. Zale*

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 22nd day of February 1983.

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









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

**VICTOR B. VANDLING**

SHERIFF

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

March 1, 1983

A. J. Zale

~~RAYMOND VACHIMOWSKI, JR.~~

CHIEF DEPUTY

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

The National State Bank, a Corp.  
organized & existing under the laws  
Elizabeth, New Jersey

vs

Joseph Coladonato & Martha Hart  
Earl E. Rupp & Carol A. Rupp, h/w

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 4 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON MARTHA HART

On February 14, 1983, sent a true and attested copy of the  
within Writ of Execution and a true copy of the Notice of Sheriff's Sale  
of Real Estate to Martha Hart, R.D. No. 1, Bloomsburg, Hemlock Twp.,  
Col. Co., Pa. by Certified Mail, Return Receipt Requested No.  
P27 7711727. Said Certified Mail returned to sender by Postal  
Authorities marked UNKNOWN and attached.

~~on Return Receipt Card attached hereto and~~  
~~made part of this return. Receipt for Certified Mail No. P27 7711727~~  
~~is attached.~~

So Answers:

*A. J. Zale*

A. J. Zale  
Chief Deputy Sheriff

For:

*Victor B. Vandling*

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 1st day of March 1983.

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



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

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

National State Bank of New Jersey  
vs  
Joseph Coladonato, Marth Hart, Earl Rupp  
and Carol Rupp

**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. 4 of 1983

WRIT OF EXECUTION

SERVICE ON Joseph Coladonato

ON February 24, 1983 at 2:20 P.M. served           , a true and  
attested copy of the within Writ of Execution and a true copy of the  
Notice of Sheriff's Sale of Real Estate was served on the defendant,  
Joseph Coladonato at his residence Catawissa Hotel Room #4  
146 Main St. Catawissa, Penna.  
by John J O'Brien and Delbert Doty  
Service was made by personally handing said Writ of Execution and  
Notice of Sheriff's Sale of Real Estate to the defendant.

So Answers:

John J O'Brien and Delbert Doty  
Deputy Sheriff

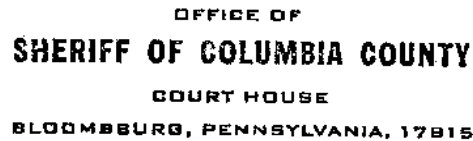
For:

Victor B Vandling

Victor B. Vandling  
Sheriff Columbia Co.

Sworn and subscribed before me  
this 24 day of February  
19 83

Frederick J. Peterson  
Prothonotary, Columbia County, Pa.



Frederick J. Peterson  
Prothonotary, Columbia County, Pa.

Copies to:

HENRIE PRINTING 2/14/83

MORNING PRESS ONLY, Legal Ads, Wed, March 9, 16 & 23, 1983. Affidavit requested.  
Catherine Bardo, Tax Collector, RD 8, Box 244, Bloomsburg (Hemlock Twp) 2/25/83  
SHERIFF'S SALE

2/14/83

BY VIRTUE OF A WRIT OF EXECUTION No. \_\_\_\_\_ of 1983, 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 March 31, 1983 at 10:15 o'clock A.M., Eastern Standard Time, in the forenoon of the said day, all the right, title and interest of the Defendants in and to:

ALL THAT CERTAIN place, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davis, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Whereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

AND FURTHER DESCRIBED in a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976 as follows to wit:

BEGINNING at an iron pin corner at the Western edge of the right of way of Pa. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 66.00 feet to an iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an iron pin; then by a 20 foot alley North 29 degrees 08 minutes 38 seconds West 66.00 feet to an iron pin; then by lands of George W. Neel North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

BEING the same premises conveyed by Tony Dunn, Sr. by Deed dated April 9, 1972 and recorded in Columbia Bloomsburg County in Deed Book 255 page 713 conveyed unto Earl E. Rupp and Carol A. Rupp, his wife, in fee

AND BEING the same premises which Earl E. Rupp and Carol A. Rupp, his wife by Deed dated June 8, 1981 and recorded at Bloomsburg, Pennsylvania, in the Office for the Recording of Deeds of Columbia County on June 16, 1981 in Deed Book 302, page 732, granted and conveyed unto Joseph Coladonato and Martha L. Hart, in fee.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 5, 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 THE NATIONAL STATE BANK Vs. JOSEPH COLADONATO and MARTHA HART and EARL E. RUPP And CAROL A. RUPP, his wife.

SAID PREMISES WILL BE SOLD BY:

VICTOR VANDLING  
SHERIFF OF COLUMBIA COUNTY

LESLIE J. CARSON, JR., ESQUIRE  
Attorney for Plaintiff  
1004 Robinson Bldg.  
Philadelphia, PA 19102  
215 568 1587  
I. D. No. 05111

LESLIE J. CARSON, JR., ESQUIRE

IDENTIFICATION NO. 05111  
SUITE 1004 ROBINSON BUILDING  
N. W. COR. 15TH AND CHESTNUT STREETS  
PHILADELPHIA, PA. 19102  
(215) 568-1987

ATTORNEY FOR PLAINTIFF

THE NATIONAL STATE BANK, a corporation  
organized and existing under the laws  
of the State of New Jersey

PLAINTIFF

VS.

JOSEPH COLADONATO AND  
MARTHA HART  
R. D. No. 1  
Bloomsburg, Hemlock Township  
Columbia County, PA 17815  
and

EARL E. RUPP and  
CAROL A. RUPP, his wife  
514 Easy Street  
Selastian, FLA. 32958

DEFENDANTS

COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

CIVIL ACTION-LAW

ACTION OF MORTGAGE FORECLOSURE

No. 1131 of 82

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: JOSEPH COLADONATO, MARTHA HART, EARL E. RUPP AND  
CAROL A. RUPP, Defendants herein and title owners of the

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, Bloomsburg, Columbia County, Pennsylvania on THURSDAY,



MARCH 31

, 1983, at 10:15 o'clock A.M. in

the ~~afternoon~~ <sup>FORTNOON</sup> of the said day, all your right, title and interest in and t

ALL that certain piece or parcel of land situate in the Township of Hemlock, County of Columbia and State of Pennsylvania, bounded and described as follows:

ALL THAT CERTAIN piece, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davls, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Thereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

AND FURTHER DESCRIBED in a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976 as follows to wit:

EGINNING at an iron pin corner at the Western edge of the right of way of a. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 86.00 feet to an iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an iron pin; then by a 20 foot alley North 29 degrees 08 minutes 8 seconds West 66.00 feet to an iron pin; then by lands of George W. Neel North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

NOTICE is hereby given to all claimants and parties in interest, that the Sheriff will on April 5, 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.



---

LESLIE J. CARSON, JR.  
Attorney for Plaintiff  
1004 Robinson Bldg.  
Phila., PA 19102  
215 568 1587

WRIT OF EXECUTION - R.D. No. 1, Bloomsburg, Hemlock Township, Columbia Co., PA  
DESCRIPTION -

ALL THAT CERTAIN place, parcel or lot of land situate on the West Side of Main Street, U.S. Route 44 in the Village of Buckhorn, Hemlock Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point located on the westerly side of Main Street U.S. Route 44; thence along the western side of Main Street (U.S. Route 44) South 34 degrees East 66 feet to a point; thence along land, now or formerly of John Davis, South 54 degrees West 165 feet to a point located on the easterly side of an alley; thence along the eastern side of said alley, North 34 degrees West 66 feet to a point; thence along land now or formerly of Amos B. Hartman, North 54 degrees East 165 feet to a point, the place of beginning. Whereon is erected a two story frame dwelling. Said description being taken from a survey prepared by James H. Patton, Registered Surveyor, dated March 1, 1972.

AND FURTHER DESCRIBED in a recent survey prepared by Barry Lee Fairchild, Registered Surveyor dated October 28, 1976 as follows to wit:

BEGINNING at an iron pin corner at the Western edge of the right of way of Pa. Travel Route #44, said point being North 29 degrees 08 minutes 38 seconds East 198.00 feet from an iron pin in place at the Northeast corner of property of Blanche Magill; and also being South 62 degrees 14 minutes 12 seconds East 29.62 feet from the Southeast corner of a frame dwelling on the Rupp property; then by the Western edge of the right of way of Travel Route #44 South 29 degrees 08 minutes 38 seconds East 66.00 feet to an iron pin; then by lands of Rosie Correll South 58 degrees 41 minutes 17 seconds West 165.00 feet to an iron pin; then by a 20 foot alley North 29 degrees 08 minutes 38 seconds West 66.00 feet to an iron pin; then by lands of George W. Neel North 58 degrees 41 minutes 17 seconds East 165.00 feet to the place of beginning; containing .250 acres.

TWO STORY FRAME DWELLING

Court of Common Pleas of Columbia County, No. 1131

Attorney: Leslie J. Carson, Jr., Esquire  
1004 Robinson Bldg.  
Phila., Penna. 19102  
215 568 1587  
I. D. No. 05111

TO BE SOLD AS PROPERTY OF: JOSEPH COLADONATO AND MARTHA HART AND  
EARL E. RUPP AND CAROL A. RUPP, h/w

JUDGMENT: \$25,617.74

LESLIE J. CARSON, JR.  
ATTORNEY AT LAW  
1004 ROBINSON BUILDING  
N. W. COR. 15TH AND CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19102

(215) 568-1587

CITY LINE ADDRESS  
6378 LANCASTER AVENUE  
PHILADELPHIA, PA. 19151

(215) 877-0640

ANTHONY W. NOVASITIS, JR.

February 8, 1983

A. J. Zalc, Chief Deputy  
Office of Sheriff of Columbia County  
Court House  
Bloomsburg, PA 17815

Re: The National State Bank Vs.  
Joseph Coladonato, Martha Hart,  
Earl E. Rupp and Carol A. Rupp  
No. 1131 of 1982 J.D.

Dear Mr. Zalc:

Thank you for your letter of January 27, 1983 and I enjoyed our telephone conversation of Thursday.

In line with that conversation, I am enclosing the original and five copies of the Writ of Execution issued by the Prothonotary. I have not taken the original apart since that is the way the Prothonotary assembled it. However, on the copies I have only attached a description to the front, not front and back as did the Prothonotary.

Also enclosed is a Notice of Sheriff's Sale of Real Estate addressed to all of the defendants with the date and time left blank for you to fill in. There are four notices, one for each defendant, plus three extra copies. I would appreciate your sending one of the three copies back to me when you have filled it in for my file.

Also enclosed are three proposed advertising descriptions prepared in the form you sent, again with the date and time omitted.

Also enclosed is an Affidavit of Whereabouts of the Defendants and a copy of the Affidavit of Non-military service filed as to the defendants.

Also enclosed is the signed form releasing you from responsibility to place a watchman or insurance on the property.

Also enclosed is my Affidavit under PA R.C.P. 3129 (a), a counterpart of which has been filed with the Prothonotary.

Finally, enclosed are envelopes addressed to each of the defendants at the last known addresss with a blank return address so that you may stamp your return address on the envelope before sending them to the defendants by certified mail. Certified Mail cards have been filled in

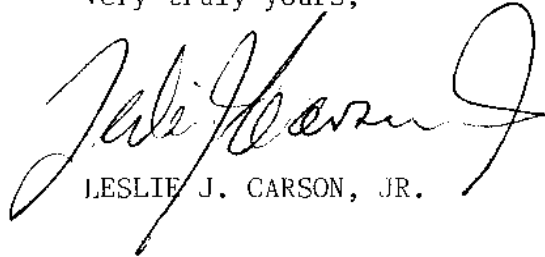
A. J. Zale, Chief Deputy  
February 8, 1983  
- Page Two -

and clipped to the envelopes for your convenience together with the receipt for each for your records.

If any other items are required, please let me know.

Thank you again for your assistance.

Very truly yours,

A handwritten signature in cursive script, reading "Leslie Carson Jr". The signature is written in dark ink and is positioned above the printed name.

LESLIE J. CARSON, JR.

LJCjr/kz

encl.



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

**VICTOR B. VANDLING, Sheriff**

TELEPHONE: 717-784-1991

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

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

January 27, 1983

Leslie J. Carson, Jr.  
Attorney at Law  
1004 Robinson Bldg.  
N.W. Cor. 15th & Chestnut Sts.  
Philadelphia, Pa. 19102

Re: The National State Bank vs.  
Joseph Coladonato, Martha Hart,  
Earl E. Rupp and Carol A. Rupp  
No. 1131 of 1982 J.D.

Dear Sir,

The Prothonotary's Office has forwarded your enclosures to our department for service. However prior to providing the same I am enclosing SAMPLE copies of items used in mortgage foreclosure proceedings in this County. Request you conform as closely as possible to the instructions.

Generally I note that we have received (A) only one (1) copy of the Writ of Execution with a slovenly stapled attachment. So long as the description is not typed on the face of the Writ follow SAMPLE (A). Copies will be needed for each defendant with additional for the file and posting of the vacant property. Total of six (6). Or do we stand corrected?

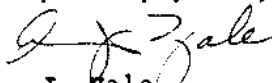
(B) Notice of Sheriff's Sale of Real Estate. Provided were three copies each to Earl Rupp and Carol A. Rupp, R.D. 1, Bloomsburg. Affidavit of Notice Under Rule 3129(a) included addresses 514 Easy Street, Selastian, Fla. WHERE DO YOU WANT THE CERTIFIED MAIL SENT? Both addresses? Where are the copies for Joseph Coladonato and Martha Hart? Where are they to be mailed? Should we not have a copy for posting the vacant property?

(C) On the three (3) proposed descriptions you must place the header (first paragraph) and the closing paragraphs (NOTICE plus SEIZED AND TAKEN etc). Follow the sample provided.

(D) and (E) If you feel these will suffice, so be it, but surely if those two addresses provided would be clearly identified, be it for Coladonato, Hart or Rupp or all defendants. One thing is certain and that is it has not been clearly understood by the members of this office. Please clarify!!!

(E) Sign the form you forwarded.

Very truly yours,

  
A. J. Zale

LESLIE J. CARSON, JR.  
ATTORNEY AT LAW  
1004 ROBINSON BUILDING  
N. W. COR. 15TH AND CHESTNUT STREETS  
PHILADELPHIA, PENNSYLVANIA 19102

(215) 568-1587

CITY LINE ADDRESS  
6378 LANCASTER AVENUE  
PHILADELPHIA, PA. 19151

(215) 877-0640

ANTHONY W. NOVASITIS, JR.

January 19, 1983

Prothonotary  
Columbia County Courthouse  
Bloomsburg, PA 17815

Re: The National State Bank Vs.  
Joseph Coladonato, Martha Hart,  
Earl E. Rupp and Carol A. Rupp  
No. 1131 of 1982

Dear Sir:

Enclosed please find the following papers for filing  
with the Court:

Praeipce for Judgment for failure to Answer  
Assessment of Damages

Affidavit of Non Military Service, orig. and 1 copy for Sheriff  
Affidavit of Whereabouts of Defendants, orig. and 1 copy for Sheriff  
6 copies of Notice form pursuant to Rule 236

1 copy to be mailed to each defendant and 2 copies  
for your file

original and 2 copy of letter notice to each defendant  
pursuant to Rule 3129(a). These letters must be  
completed as to date of letter, date and place of  
sale, date and amount of judgment entered.

Original and 1 copy of Affidavit of Notice under Rule 3129(a)  
Original form releasing Sheriff from responsibility of placing  
watchman or ins. on real property levied.

3 copies of proposed description  
Original Praeipce for Writ of Execution

Kindly file the above papers, issue the Writ and deliver  
same to the Sheriff together with any of the above papers required by  
the Sheriff.

Also enclosed is my check in the amount of \$9.00 payable  
to the Prothonotary and an additional check in the amount of \$500.00  
payable to the Sheriff.

In addition, I am enclosing a complete packet of copies of  
the above papers which I would appreciate your date stamping and  
returning to me in the enclosed envelope. Also, I would appreciate  
the Sheriff notifying me of the date, time and place of the sale.

Prothonotary  
Columbia County Courthouse  
Bloomsburg, PA 17815  
January 19, 1983  
- Page Two -

I am enclosing an additional return envelope for the Sheriff for his convenience in forwarding a receipt to me.

If any additional papers are necessary, please notify me immediately and I will see that they are sent promptly.

Thank you for your cooperation.

Sincerely yours,

LESLIE J. CARSON, JR.

LJCJr/kz  
encl.