

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 20TH day of OCTOBER 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 LOMAS and NETTLETON COMPANY

for the price or sum of Three Hundred Fifty Two and 88/100 (\$352.88) plus Seven and 05/100 (\$7.05) 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 | \$83.90 |          |
|                                      | Poundage  | 7.05    |          |
|                                      |           |         | \$ 90.95 |
| Press-Enterprise, Inc.               |           |         | 157.82   |
| Henrie Printing                      |           |         | 35.66    |
| Prothonotary of Columbia County      |           |         | 15.00    |
| Recorder of Deeds of Columbia County |           |         | 18.50    |
| Borough of Berwick (Sewerage Rent)   |           |         | 42.00    |

THE LOMAS & NETTLETON CO.  
VS

RAMONA F. D. LOPEZ  
NO. 409 of 1983 J.D.  
NO. 54 of 1983 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
21 OCTOBER 1983

So answers

Victor B Vandling  
VICTOR B. VANDLING Sheriff

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

The Lomas and Nettleton Co.,

Plaintiff

vs

Ramona F. D. Lopez,

Defendant

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 54 Term 19 83 E.D.

No. Term 19 A.D.

No. 409 Term 19 83 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):

OFFICE OF SHERIFF  
COLUMBIA COUNTY  
JUL 22 12 04 PM '83  
SHERIFF  
CHIEF DEPUTY

Amount Due

\$ 35,082.10

Interest from July 22, 1983

\$ \_\_\_\_\_

Total

\$

Plus costs

as endorsed.

*Stephen J. Martin*  
Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Dated July 22, 1983  
(SEAL)

By:

Deputy

ALL THAT CERTAIN LOT, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a steel pin corner located on a bearing of S26° 38 minutes East 100.00 feet from the Southwesterly corner of the intersection of 5th Street and Walnut Street, thence running along the westerly right of way line of Walnut Street, South 26° 38 minutes East 65.00 feet to a steel pin located on the Northerly right of way line of 4 & 1/2 Street; thence running along the Northerly right of way line of 4 & 1/2 Street, South 63 degrees 26 minutes West 49.5 feet to a railroad spike, being the Southwesterly corner of lot #182 in Isaiah Bower's Addition to Berwick, thence running along the Easterly line of Lot #181 in the aforementioned Addition, and also being the line of land of Edward Monroe North 26° 38 minutes West 65.00 feet to a steel pin, at the Southwesterly corner of land of Walter C. Jones; thence running along line of land of Walter C. Jones North 63° 26 minutes East 49.5 feet to a steel pin, the place of beginning.

CONTAINING 3,217.5 square feet.

HAVING thereon erected a two and one half story frame dwelling known as 413 Walnut Street.

BEING the same premises which L. H. Whitmire et ux, by deed dated September 3, 1981, and recorded in Deed Book 303, Page 886, Columbia County Records, granted and conveyed unto RAMONA F.D. LOPEZ.

SEIZED, taken in execution and to be sold as the property of RAMONA F.D. LOPEZ, Mortgagor and Real Owner.

THE LOMAS AND NETTLETON COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
vs : CIVIL ACTION - LAW  
RAMONA F.D. LOPEZ, : NO. 409-1983  
Defendant : IN MORTGAGE FORECLOSURE  
:  
:

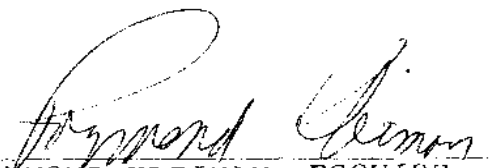
NOTICE PURSUANT TO PA. R. C. P.  
3129 (b) (2) and 3129 (c)

TO: RAMONA F.D. LOPEZ

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

YOU ARE HEREBY NOTIFIED, that by virtue of the Writ of Execution above set forth, issued out of THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA, and directed to the Sheriff of COLUMBIA County, Pennsylvania, the said Sheriff will expose to public sale at the COLUMBIA County Courthouse, located at Bloomsburg, Pennsylvania, on the 15th day of September, 1983, at 10:00 o'clock, A.M., the real estate and improvements thereon erected, if any, described in Exhibit A, hereto attached and made a part of this notice.

YOU ARE FURTHER NOTIFIED that a proposed schedule of distribution of the proceeds of the above sale will be filed by the said Sheriff of COLUMBIA County, on the 16th day of September 1983, and that distribution of said proceeds will be made in accordance with the said schedule of distribution unless exceptions are filed thereto within ten (10) days thereafter.

  
RAYMOND KLEIMAN, ESQUIRE  
ATTORNEY FOR PLAINTIFF

ALL THAT CERTAIN LOT, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a steel pin corner located on a bearing of S26° 38 minutes East 100.00 feet from the Southwesterly corner of the intersection of 5th Street and Walnut Street, thence running along the westerly right of way line of Walnut Street, South 26° 38 minutes East 65.00 feet to a steel pin located on the Northerly right of way line of 4 & 1/2 Street; thence running along the Northerly right of way line of 4 & 1/2 Street, South 63 degrees 26 minutes West 49.5 feet to a railroad spike, being the Southwesterly corner of lot #182 in Isaiah Bower's Addition to Berwick, thence running along the Easterly line of Lot #181 in the aforementioned Addition, and also being the line of land of Edward Monroe North 26° 38 minutes West 65.00 feet to a steel pin, at the Southwesterly corner of land of Walter C. Jones; thence running along line of land of Walter C. Jones North 63° 26 minutes East 49.5 feet to a steel pin, the place of beginning.

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SEIZED, taken in execution and to be sold as the property of RAMONA F.D. LOPEZ, Mortgagor and Real Owner.

THE LOMAS AND NETTLETON COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
vs : CIVIL ACTION - LAW  
RAMONA F.D. LOPEZ, : NO. 409-1983  
Defendant : IN MORTGAGE FORECLOSURE  
:

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

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

ELIZABETH BROCKELMAN, being duly sworn according to law, deposes and says that she is a duly constituted representative for THE LOMAS AND NETTLETON COMPANY, Execution Plaintiff in the action above captioned, that she is duly authorized to make this Affidavit; that she has personal knowledge concerning the Mortgage Payment Account which is the subject of the above captioned action; and that to the best of her knowledge, information and belief:

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

RAMONA F.D. LOPEZ  
1307-B Hope Mills Road  
Fayetteville, North Carolina 28304

2. The name and last known address of the Defendant in the Judgment of the action above captioned is as follows:

RAMONA F.D. LOPEZ  
1307-B Hope Mills Road  
Fayetteville, North Carolina 28304

THE LOMAS AND NETTLETON COMPANY

BY: Elizabeth Brockelman  
ELIZABETH BROCKELMAN

SWORN TO AND SUBSCRIBED BEFORE  
ME THIS 18<sup>th</sup> DAY OF March, 1983

Cheryl A. McDaniel  
NOTARY PUBLIC

STEPHEN A. MORATH  
Notary Public, Philadelphia  
My Commission Expires May 26, 1984



LIST OF LIENS

VERSUS

Ramona F. D. Lopez

Court of Common Pleas of Columbia County, Pennsylvania.

Lomas & Nettleton Co.

versus

Ramona F. D. Lopez

No. 409 of Term, 1983.  
Real Debt \$ 35,082.10.  
Interest from 7-22-83  
Commission  
Costs  
Judgment entered 7-22-83  
Date of Lien 7-22-83  
Nature of Lien Default Judgment

versus

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

versus

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

versus

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

versus

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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Beinhart~~, 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

Ramona F. D. Lopez

and find as follows:

See Photostatic copy attached.

Fee . \$5.00.....

In testimony whereof I have set my hand and  
seal of office this 12th day of September  
A.D., 19 83.

*Beverly J. Michael* Acting  
RECORDER

PENNSYLVANIA

## MORTGAGE

THIS INDENTURE, made the 3rd day of September in the year of our Lord one thousand nine hundred and Eighty-One. BETWEEN RAMONA F. D. LOPEZ (hereinafter called Mortgagor) and THE LOMAS & NETTLETON COMPANY a corporation organized and existing under the laws of the State of Connecticut, and having its principal office and post-office address in New Haven, Connecticut (hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of TWENTY-SEVEN THOUSAND NINE HUNDRED AND 00/100 Dollars (\$ 27,900.00), with interest from date, at the rate of SIXTEEN AND ONE- (16.500%) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of THREE HUNDRED NINETY-EIGHT AND 69/100 Dollars (\$ 398.69), commencing on the first day of November, 19 81, and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of October, 2001, and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, to wit:

### SEE ATTACHED DESCRIPTION

In the event the loan secured hereby is not accepted for guaranty by the Veterans Administration, evidenced by the issuance of its loan guaranty certificate, within 60 days from the date hereof, then and at the option of the mortgagee, the unpaid principal sum may be declared immediately due and payable.

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

All Plumbing, Heating, Lighting, and Cooking Equipment.

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:

ALL THAT CERTAIN piece, parcel and tract of land situate in the Borough of Berwick, County of Columbia, and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a steel pin at the southeasterly corner of Lot No. 182, which point is also the northwest intersection of the rights-of-way of Walnut Street and Fourth and One-half Street; THENCE by the northern line of the right-of-way of Fourth and One-half Street, south 63 degrees 26 minutes west, 49.50 feet to a railroad spike at the southeast corner of Lot No. 181, being lands of Edward Monroe; THENCE by the eastern line of Lot No. 181, north 26 degrees 38 minutes west, 65.00 feet to a steel pin in line of lands of Walter C. Jones; THENCE by the southern line of lands of Walter C. Jones, north 63 degrees 26 minutes east, 49.50 feet to a steel pin in the western line of the right-of-way of Walnut Street; THENCE by the western line of the right-of-way of Walnut Street, south 26 degrees 38 minutes east, 65 feet to a steel pin at the northwest intersection of the right-of-way of Walnut Street and Fourth and One-half Street, the place of beginning.

CONTAINING 3217.50 square feet. BEING the southern part of Lot No. 182. WHEREON is situate a two and one-half story frame dwelling and one story frame garage. This description was prepared from draft of survey made by Charles B. Webb, R.S., dated August 19, 1981.

BEING the same premises which Lawrence H. Whitmire and Catherine S. Whitmire, his wife, by Indenture bearing date the                      day of                      A.D., 1981, and intended to be forthwith recorded at Bloomsburg, granted and conveyed unto Ramona F.D. Lopez as tenant in fee.

IT IS understood and agreed that SIXTEEN THOUSAND SEVEN HUNDRED FORTY AND 00/100 (\$16,740.00) DOLLARS of the principal sum herein mentioned is guaranteed by the Veterans Administration under the Servicemen's Readjustment Act of 1944, Section 501 as amended May 7, 1968 under P.L. 90-301.

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

AND

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.

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 heretofore 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

*[Signature]*  
.....  
.....  
.....  
.....

*Ramona F. D. Lopez* (SEAL)  
RAMONA F. D. LOPEZ (SEAL)  
..... (SEAL)  
..... (SEAL)

#### CERTIFICATE OF RESIDENCE

I, the subscriber, do hereby certify that the correct address of the within-named Mortgagee is 121 N. Broad Street, Philadelphia, PA 19107

Witness my hand this *3rd* day of *September*, 19 *81*

*[Signature]*  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

On this *3rd* day of *Sept*

came the above-named *RAMONA F. D. LOPEZ* and acknowledged the within Indenture of Mortgage to be desired the same to be recorded as such.

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

*[Signature]*  
My commission expires *19*

RECORDER PLEASE NOTE:

This instrument to be returned to  
THE LOMAS & NETTLETON COMPANY  
121 North Broad Street  
Philadelphia, Pennsylvania 19107

PHOTO & CLK. OF SEV. COUNTIES  
MY COMM. EX. 1st MON. JAN 1981

L & N# 07-37-71356

DER

#54

COMMONWEALTH OF PENNSYLVANIA

OK

SEP 11 1981

MORTGAGE

RAMONA F. D. LOPEZ

TO

THE LOMAS & NETTLETON COMPANY  
PREMISES: 413 Walnut Street  
Berwick, PA 18603

BOOK 206 PAGE 561

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Columbia

ss 2:49 p.m.

Recorded on this 4th day of September, A.D. 1981, in the Recorder's Office of said County in Mortgage Book Vol. 206, Page 557

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

*[Signature]* Recorder

*[Signature]*

*Wm. Patrick*



## REALTY TRANSFER TAX

## AFFIDAVIT OF VALUE

FOR RECORDER'S USE ONLY

BOOK NUMBER \_\_\_\_\_

PAGE NUMBER \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

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

SECTION I  
(COMPLETE FOR ALL TRANSACTIONS)

Sheriff of Columbia County on behalf of Ramona F. Lopez, et ux Bloomsburg

GRANTOR (S)

ADDRESS

ZIP CODE

The Lomas and Nettleton Company 121 N. Broad Street, Philadelphia, 19107

GRANTEE (S)

ADDRESS

ZIP CODE

LOCATION OF LAND, TENEMENTS AND HEREDITAMENTS:

413 Walnut Street Borough of Berwick Columbia County

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

NAME OF LOCAL GOVERNMENTAL UNIT

COUNTY

FULL CONSIDERATION \$ 352.88 HIGHEST ASSESSED VALUE \$ \_\_\_\_\_

FAIR MARKET VALUE \$ \_\_\_\_\_ REALTY TRANSFER TAX PAID \$ -0-

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

Tax exempt transfer to execution creditor. see Regulation 417

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 Bloomsburg Sheriff

NAME

ADDRESS

TITLE

SUCCESSFUL BIDDER The Lomas and Nettleton Co.

NAME

ADDRESS

TITLE

|                          | JUDGEMENT PLUS<br>PRIOR LIENS | BID PRICE | HIGHEST ASSESSED<br>VALUE |
|--------------------------|-------------------------------|-----------|---------------------------|
| HIGHEST ASSESSED VALUE   |                               |           | \$ 2,170.00               |
| JUDGEMENT PLUS INTEREST  | \$ 35,082.10                  |           |                           |
| BID PRICE                |                               | \$ 352.88 |                           |
| 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                    | \$ 35,082.10                  | \$ 352.88 | \$ 2,170.00               |

NOTE: CALCULATIONS MUST BE SHOWN IN ALL COLUMNS.

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_

DAY OF October19 83

Robert T. Loncar  
NOTARY PUBLIC

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

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

MY COMMISSION EXPIRES October 19, 1985

My Commission Expires November 26, 1985

Bloomsburg, PA Dauphin County

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 20TH day of OCTOBER 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 LOMAS and NETTLETON COMPANY

for the price or sum of Three Hundred Fifty Two and 88/100 (\$352.88) plus Seven and 05/100 (\$7.05) 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 | \$83.90     |          |
|                                      | Poundage  | <u>7.05</u> | \$ 90.95 |
| Press-Enterprise, Inc.               |           |             | 157.82   |
| Henrie Printing                      |           |             | 35.66    |
| Prothonotary of Columbia County      |           |             | 15.00    |
| Recorder of Deeds of Columbia County |           |             | 18.50    |
| Borough of Berwick (Sewerage Rent)   |           |             | 42.00    |

THE LOMAS & NETTLETON CO.  
VS  
RAMONA F. D. LOPEZ  
NO. 409 of 1983 J.D.  
NO. 54 of 1983 E.D.

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

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 20TH day of OCTOBER 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 LOMAS and NETTLETON COMPANY

for the price or sum of Three Hundred Fifty Two and 88/100 (\$352.88) plus Seven and 05/100 (\$7.05) Poundage ----- Dollars

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|                                      |           |             |          |
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|                                      | Poundage  | <u>7.05</u> | \$ 90.95 |
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| Recorder of Deeds of Columbia County |           |             | 18.50    |
| Borough of Berwick (Sewerage Rent)   |           |             | 42.00    |

THE LOMAS & NETTLETON CO.  
VS  
RAMONA F. D. LOPEZ  
NO. 409 of 1983 J.D.  
NO. 54 of 1983 E.D.

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

RAYMOND KLEIMAN

Anthony DiSanto

Law Offices

October 21, 1983

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

Re: Lomas and Nettleton Co. v.  
Ramona Lopez, et ux

Dear Mr. Zale:

Enclosed you will find affidavit of value for the deed in favor of The Lomas and Nettleton Company. Please advise me the date the deed is recorded and have it returned to this office.

Thank you for your cooperation.

Sincerely yours,

  
Raymond Kleiman

RK:md

Enc.

P.S. Please refund excess deposit for costs, etc. at your convenience. Thank you.

\*\*\*\*\*

1 November 1983

OFFICE OF SHERIFF  
COLUMBIA COUNTY  
OCT 24 12 52 PM '83  
SHERIFF

CHIEF DEPUTY  
Dear Mr. Kleiman,  
As you requested above, (a) Deed filed with Col. Co. Register & Recorder this date, 1 November 1983. Instructions provided to forward it to you. Costs incurred amounted to \$359.93 with copy furnished to Tony DiSantos, your representative at sale. Refund check in amount of \$140.07 enclosed.

Sincerely yours,

Suite 300 • 100 Chestnut Street  
A. J. Zale Box 744 • Harrisburg, PA 17108  
Chief Deputy (717) 232-9364  
Col. Co. Sheriff Dept.

# BOROUGH OF BERWICK

PHONE 752-2723 (Area Code 717)

000800

344 MARKET ST. BERWICK, PA. 18603

DATE August 10, 1983

Sheriff's Office  
Court House  
Bloomsburg, Pa. 17815  
Attention: AL ZALE

*Revised!*

## STATEMENT

DETACH AND MAIL WITH YOUR CHECK. YOUR CANCELLED CHECK IS YOUR RECEIPT.  
ACCOUNTS PAYABLE 30 DAYS FROM STATEMENT DATE.

PROPERTY'S SALE-September 15, 1983 property located at 413 Walnut St., Berwick, Pa. owned by Ramona Lopez. The sewer bill is as follows:

|        |                    |                 |
|--------|--------------------|-----------------|
| # 1870 | MAY, JUN, JUL 1983 | \$ 30.00        |
|        | AUG, SEP, OCT "    | + 12.00         |
|        |                    | <u>\$ 42.00</u> |

Please make check payable to BOROUGH OF BERWICK along with the payee's name and address and the date of the transfer..

Christopher Klinger  
Chief Sewer Rental Clerk

*Christopher Klinger*

DATE PAID

PAID BY CHECK NO.

Lomas & Nettleton Co.

VS

Lopez, RamonaTHURSDAY, Sept. 15, 1983NO. 54 of '83 ED.WRIT OF EXECUTION:

Judgement --- Principal

\$ 35,082.10

Insurance

Interest from Jul 22, '83 to \_\_\_\_\_

Real Estate Tax

Interest from \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ days @ \$ \_\_\_\_\_ per day

Attorneys' Fee

Total ... \$ \_\_\_\_\_ \$ \_\_\_\_\_

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ)

\$

Pro. Pd.

50.50

Shff. V.

32.37

Judg. Fee

9.00

Atty. Fee

Satisfaction

Total ... \$ 91.87 \$ 91.87SHERIFF'S COST OF SALE:

Docket &amp; Levy

\$ 10.75

Service of Notice

5.00

Postage

1.55

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

20.00

Advertising, Sale Bills

5.00

Newspapers

5.00

Mileage

11.60

Crying/Adjourn of Sale

5.00

Sheriff's Deed (executing &amp; registering)

20.00Total... \$ 83.90 \$ 83.90

Morning Press (Ads)

\$ 157.82

Berwick Enterprise (Ads)

35.66

Henrie Printing

Total ... \$ 193.48 \$ 193.48

Prothonotary - List of Liens

\$ 10.00

Deed

5.00Total ... \$ 15.00 \$ 15.00

Recorder of Deeds, Col. Co.

Deed, Search, etc.

Total ... \$ 18.50 \$ 18.50REAL ESTATE TAXES:

Borough/Twp. &amp; County Taxes, 19\_\_

\$ Paid by

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

L & N

Parcel #2

Total ... \$ \_\_\_\_\_ \$ \_\_\_\_\_

SEWERAGE RENT DUE:Municipality Berwick

May thru Oct

for 1983\$ 42.00\$ 42.00TOTAL TAXES & COSTS ----- \$ 311.88

BUYER: \_\_\_\_\_

BID PRICE: \$ 352.88 POUNDAGE \$ 2.15

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

REALTY TRANSFER TAX \$ \_\_\_\_\_ STATE STAMPS \$ \_\_\_\_\_

RAYMOND KLEIMAN

Anthony DiSanto

Law Offices

September 15, 1983

Mr. A. J. Zale  
Chief Deputy Sheriff  
Columbia County Courthouse  
Bloomsburg, PA 17815

Re: Lomas and Nettleton Co.  
v. Ramona Lopez

Dear Mr. Zale:

This will confirm that the above sale has been  
continued until October 20, 1983 at 10:15 a.m.

Thank you for your courtesy and cooperation.

Sincerely yours,

  
Raymond Kleiman

RK:md

OFFICE OF SHERIFF  
COLUMBIA COUNTY  
SEP 19 10 07 AM '83  
SHERIFF  
CHIEF DEPUTY

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III ....., being duly sworn according to the oaths of the County of Columbia, Pennsylvania, and says that Press-Enterprise is a newspaper of general circulation with its place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia, Pennsylvania, and was established on the 1st day of March, 1902, and is published daily (except Sundays and Legal Holidays) continuously in said Town, County of Columbia, Pennsylvania, the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue of the newspaper on August 24, 31, Sept. 7

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

*Paul R. Eyerly III*

Sworn and subscribed to before me this 8th day of Sept.

*Matthew J. Lopez*  
(Notary)

Lopez Sheriff Sale \$157.82

**SHERIFF'S SALE**  
By virtue of a Writ of Execution No. 54 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Sept 15, 1983  
at 10:00 o'clock a.m.  
in the forenoon of the said day, all the right, title and interest of defendants in and to:  
**ALL THAT CERTAIN LOT,** piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

**BEGINNING** at a steel pin corner located on a bearing of South 26 degrees 38 minutes East 100.00 feet from the Southwesterly corner of the intersection of 5th Street and Walnut Street, thence running along the westerly right of way line of Walnut Street, South 26 degrees 38 minutes East 65.00 feet to a steel pin located on the Northerly right of way line of 4 and 1/2 Street; thence running along the Northerly right of way line of 4 and 1/2 Street, South 63 degrees 26 minutes West 49.5 feet to a railroad spike, being the Southwesterly corner of Lot #182 in Isaiah Bower's Addition to Berwick, thence running along the Easterly line of Lot #181 in the aforementioned Addition, and also being the line of land of Edward Monroe North 26 degrees 38 minutes West 65.00 feet to a steel pin, at the Southwesterly corner of land of Walter C. Jones; thence running along line of land of Walter C. Jones North 62 degrees 30 minutes East 62.00 feet to which L.H. Whitmire et ux, by deed dated September 3, 1981, and recorded in Deed Book 303, Page 886, Columbia County Records, granted and conveyed unto Ramona F.D. Lopez, Mortgagor and Real Owner.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on September 16, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Victor B Vandling  
Sheriff  
Raymond Kleiman, Atty.

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

..... Paul R. Eyerly III ....., being duly sworn according to the oaths of the County of Columbia, Pennsylvania, and says that Press-Enterprise is a newspaper of general circulation with its place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia, Pennsylvania, and was established on the 1st day of March, 1902, and is published daily (except Sundays and Legal Holidays) continuously in said Town, County and State of Pennsylvania, the date of its establishment; that hereto attached is a copy of the advertisement in the above entitled proceeding which appeared in the issue of August 24, 31, Sept. 7, 1983, exactly as printed and published; that the affiant is one of the owners and publishers of the newspaper in which legal advertisement or notice was published; that neither he nor Press-Enterprise are interested in the subject matter of said notice and that all of the allegations in the foregoing statement as to time, place and publication are true.

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

*Paul R. Eyerly III*  
*Matthew J. Creme*

(Notary)

My Commission Expires

MATTHEW J. CREME NOTARY  
BLOOMSBURG COLUMBIA  
MY COMMISSION EXPIRES JULY 1984  
Member Pennsylvania Association of Notaries

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

SHERIFF'S SALE

By virtue of a Writ of Execution No. 54 of 1983, issued out of the Court of Common Pleas of Columbia County, directed to me, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash in the Sheriff's Office, Court House, Bloomsburg, Columbia County, Pennsylvania, on:

Thurs., Sept 15, 1983  
at 10:00 o'clock a.m.

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

ALL THAT CERTAIN LOT, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

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NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on September 16, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Victor B Vandling  
Sheriff  
Raymond Kleiman, Atty.

**BERWICK BOROUGH**

MAJOR CHECKS PAYABLE TO:

CONNIE C. GINGHER  
192 MULBERRY ST.  
BERWICK, PA. 18603

HOURS: WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

IF YOU CANNOT MAKE PAYMENT, PROMPT PAYMENT IS REQUESTED.

LOPEZ RAMONA F.D.  
413 WALNUT STREET  
BERWICK, PA

18603

IF YOU CANNOT MAKE PAYMENT, PROMPT PAYMENT IS REQUESTED.

**BERWICK BOROUGH**

MAJOR CHECKS PAYABLE TO:

CONNIE C. GINGHER  
192 MULBERRY ST.  
BERWICK, PA. 18603

HOURS: WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 8 DURING DISCOUNT  
PHONE 752-7442 ONLY

IF YOU CANNOT MAKE PAYMENT, PROMPT PAYMENT IS REQUESTED.

LOPEZ RAMONA F.D.  
413 WALNUT STREET  
BERWICK, PA

18603

| FOR COLUMBIA COUNTY  |            | DATE   | BILL NO.                            |
|--|------------|--|-------------------------------------|
| DESCRIPTION  | ASSESSMENT | AMOUNT   | INCL. PENALTY                       |
| COUNTY R.E.  | 2170       | 39.06  | 42.27                               |
| TWP/BORO R.E.  | 21.00      | 45.57  | 47.65                               |
| <p>THE DISCOUNT &amp; THE PENALTY<br/>HAVE BEEN COMPUTED<br/>FOR YOUR CONVENIENCE</p>          |            | <p>APR 30<br/>IF PAID ON<br/>OR BEFORE</p>                       | <p>JULY 1<br/>IF PAID<br/>AFTER</p> |
| <p>PAY THIS<br/>AMOUNT</p>   |            | 84.63  | 89.92                               |
| <p>THE DISCOUNT &amp; THE PENALTY<br/>HAVE BEEN COMPUTED<br/>FOR YOUR CONVENIENCE</p>          |            |  |                                     |
| <p>PENALTY AT PROPERTY DESCRIPTION<br/>COUNTY 10% TWP/BORO 5%</p>                              |            | <p>THIS TAX RETURNED<br/>TO COURT HOUSE<br/>JANUARY 27, 1984</p> |                                     |
| <p>ACCT NO. 14021<br/>PARCEL 04.1-8-70<br/>413 WALNUT ST 1/2<br/>L-82.5X49.5<br/>BUILDINGS</p> |            | <p>250<br/>1,910</p>   |                                     |
| <p>THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT</p>                                      |            | <p>RECD BY</p>   |                                     |
| <p>TOTAL 2,170</p>   |            | <p>4/29/84</p>   |                                     |

| FOR BERWICK AREA SCHOOL DISTRICT   |            | DATE   | BILL NO.                           |
|--|------------|--|------------------------------------|
| DESCRIPTION  | ASSESSMENT | AMOUNT   | INCL. PENALTY                      |
| SCHOOL R.E.  | 2170       | 180.76   | 184.45                             |
| <p>THE DISCOUNT &amp; THE PENALTY<br/>HAVE BEEN COMPUTED<br/>FOR YOUR CONVENIENCE</p>                |            | <p>AUG 31<br/>IF PAID ON<br/>OR BEFORE</p>                       | <p>NOV 1<br/>IF PAID<br/>AFTER</p> |
| <p>PAY THIS<br/>AMOUNT</p>   |            | 180.76   | 184.45                             |
| <p>THE DISCOUNT &amp; THE PENALTY<br/>HAVE BEEN COMPUTED<br/>FOR YOUR CONVENIENCE</p>                |            |  |                                    |
| <p>PENALTY AT PROPERTY DESCRIPTION<br/>SCHOOL 5%</p>   |            | <p>THIS TAX RETURNED<br/>TO COURT HOUSE<br/>JANUARY 27, 1984</p> |                                    |
| <p>ACCT NO. 14021<br/>PARCEL 04.1-8-70<br/>413 WALNUT ST 1/2 L-182<br/>L-82.5X49.5<br/>BUILDINGS</p> |            | <p>260<br/>1,910</p>   |                                    |
| <p>THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT</p>  |            | <p>RECD BY</p>   |                                    |
| <p>TOTAL 2,170</p>   |            | <p>7-15-83</p>   |                                    |

*PAID BY GINGER & JULLIEN  
8/9/83 10:05 AM*



OFFICE OF

SHERIFF OF COLUMBIA COUNTY

COURT HOUSE

BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING

SHERIFF

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

The Lomas & Nettleton Co.  
vs  
Ramona F. D. Lopez

A. J. Zale

~~KAYMOND PROTHONOTARY~~

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. 54 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

SERVICE ON RAMONA F. D. LOPEZ

On July 26, 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 Ramona F. D. Lopez, 1307-B Hope Mills Road,  
Fayetteville, N. C. by Certified Mail, Return Receipt Requested No.  
P 307 193 912. Said Ramona F. D. Lopez received  
same on August 6, 1983 per signature of (See Return Receipt)  
on Return Receipt Card attached hereto and  
made part of this return. Receipt for Certified Mail No. P 307 193 912  
is attached.

So Answers:

A. J. Zale  
Chief Deputy Sheriff

For:

Victor B. Vandling  
Sheriff Columbia County

Sworn and subscribed before me  
this 8th day of August 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

Lomas & Nettleton Co.

VS

Romaona F.D. Lopez

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

POSTING OF PROPERTY

August 5, 1983 at 7:10 P.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Romaona F.D. Lopez

413 Walnut St., Berwick, Penna.

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  
8th day of August 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

The Lomas & Nettleton Co.

VS

Ramona F. D. Lopez

IN THE COURT OF COMMON  
PLEAS OF COLUMBIA COUNTY  
COMMONWEALTH OF PENNA.  
NO. 54 of 1983 E.D.  
WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

July 27, 1983 at 9:30 A.M., posted a copy of the  
SHERIFF'S SALE bill on the property of Ramona F. D. Lopez  
413 Walnut St. Berwick, PA

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

So Answers:

*John J. O'Brien & Delbert Doty*  
John J. O'Brien & Delbert  
Deputy Sheriff Doty

For:

*Victor B. Vandling*

Victor B. Vandling  
Sheriff, Col. Co.

Sworn and subscribed before me this  
27th day of July 1983.

Frederick J. Peterson, Prothonotary  
Columbia County, Pennsylvania

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION No. 54 OF 1983, ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COURT HOUSE, BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

THURSDAY, SEPTEMBER 15, 1983

At 10:00 O'Clock A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF DEFENDANTS IN AND TO:

ALL THAT CERTAIN LOT, piece or parcel of land situate in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a steel pin corner located on a bearing of S26° 38 minutes East 100.00 feet from the Southwesterly corner of the intersection of 5th Street and Walnut Street, thence running along the westerly right of way line of Walnut Street, South 26° 38 minutes East 65.00 feet to a steel pin located on the Northerly right of way line of 4 & 1/2 Street; thence running along the Northerly right of way line of 4 & 1/2 Street, South 63 degrees 26 minutes West 49.5 feet to a railroad spike, being the Southwesterly corner of lot #182 in Isaiah Bower's Addition to Berwick, thence running along the Easterly line of Lot #181 in the aforementioned Addition, and also being the line of land of Edward Monroe North 26° 38 minutes West 65.00 feet to a steel pin, at the Southwesterly corner of land of Walter C. Jones; thence running along line of land of Walter C. Jones North 63° 26 minutes East 49.5 feet to a steel pin, the place of beginning.

CONTAINING 3,217.5 square feet.

HAVING thereon erected a two and one half story frame dwelling known as 413 Walnut Street.

BEING the same premises which L. H. Whitmire ex ux, by deed dated September 3, 1981, and recorded in Deed Book 303, Page 886, Columbia County Records, granted and conveyed unto RAMONA F.D. LOPEZ.

SEIZED, taken in execution and to be sold as the property of RAMONA F.D. LOPEZ, Mortgagor and Real Owner.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will on September 16, 1983, file a Schedule of Distribution in his office where the same will be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

VICTOR B. VANDLING, Sheriff

Raymond Kleiman, Attorney

COPIES TO:

- Henrie Printing. 7/29/83
- 8-1 P-E., Legal Ads, Wed. Aug 24, 31 & Sept. 7, 1983. Affidavit requested.
- § 2 Connie Gingham, Tax Collector.
- § 2 Chris Klinger, Chief Clerk, Sewerage Dept., Berwick

July 22, 1983

FREDERICK J. PETERSON, Prothonotary  
Columbia County Courthouse  
Bloomsburg, Pa. 17815

Re: LOMAS & NETTLETON vs RAMONA F.D. LOPEZ  
No. 409-1983

Dear Prothonotary:

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

All of the necessary documentation is enclosed together with my check to your order in the amount of \$24.00 and the check to the order of the Sheriff in the amount of \$500.00 in payment of costs and fees.

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

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

Thank you for your cooperation.

Sincerely yours,

Raymond Kleiman

RK:md

Enclosures

cc: Sheriff