

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED

UNITED PENN BANK BUILDING

WILKES-BARRE, PENNA. 18701

(717) 825-9401

RETIRED

ANDREW HOURIGAN, JR.

FALVELLO LAW OFFICE BUILDING

CONYNGHAM-DRUMS ROAD

BOX A 103

R. D. 1, SUGARLOAF, PA 18248

(717) 788-4191

ALLAN M. KLUGER
GEORGE A. SPOHRER
JOSEPH A. QUINN, JR.
RICHARD M. GOLDBERG
ARTHUR L. PICCONE
ANTHONY C. FALVELLO
JOSEPH P. MELLODY, JR.
WILLIAM F. ANZALONE
CONRAD A. FALVELLO
DAVID W. SABA
NEIL L. CONWAY
CHESTER F. DUDICK, JR.
MARY LOUISE FABER
JOHN P. SANDERSON
JOSEPH A. LACH
RONALD P. SWEEDA
RONALD V. SANTORA
GLENN G. YANIK
PAULA F. GARRETY
JORDAN H. PECILE

December 15, 1983

COPY

✓ Prothonotary of Columbia County
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

RE: United Penn Bank v. Hartzell
No. 984 J.D. of 1983
No. 81 E.D. of 1983

Dear Sir or Madam:

Enclosed herewith is an original and two copies of a Praecipe and Order of Discontinuance of the action and Satisfaction of the Judgment. Kindly file the original and return the two time-stamped copies to me in the self-addressed, stamped envelope I have provided herein for your convenience.

By way of copy of this letter, I am also informing the Sheriff's Office that the action is to be discontinued and the Judgment satisfied.

Finally, enclosed herewith is a check in the amount of \$5.00 made payable to the Prothonotary of Columbia County for discontinuance of the action. If you should require any other filing fees, etc., please contact me.

Very truly yours,

HOURIGAN, KLUGER, SPOHRER
& QUINN, P.C.

Paula F. Garrety, Esq.

PFG/kg

Enclosures

cc: Victor B. Vandling, Sheriff ✓

HOURIGAN, KLUGER, SPOHRER & QUINN

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JORDAN H. PECILE

December 8, 1983

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

Attention: Mr. A.J. Zale

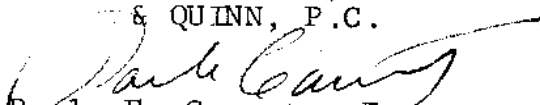
Re: United Penn Bank v. Hartzell
No. 984 J.D. of 1983
No. 81 E.D. of 1983

Dear Mr. Zale:

Please mark the execution in the above-captioned matter stayed (Sale scheduled for Thursday, December 15, 1983) since the Defendants have cured the default which gave rise to the action.

Very truly yours,

HOURIGAN, KLUGER, SPOHRER
& QUINN, P.C.


Paula F. Garrety, Esq.

PFG/kg

cc: John Grencavich

CHIEF DEPUTY
SHERIFF
DEC 12 11 50 AM '83
SHERIFF
COUNTY



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. MENBINGER, DEPUTY
LINDA D. MOWERY, DEPUTY

December 14, 1983

Margaret Teitsworth
R.D. 2
Berwick, Pa. 18603

RE: Hartzell, Marvin & Linda


Dear Ms. Teitsworth,

This memo is to notify you that the scheduled SHERIFF'S SALE in the above captioned case has been STAYED/~~ABANDONED~~ by counsel for the plaintiff. Thus the said sale scheduled to be held December 15, 1983 will not be held. (Defendants have cured the default which gave rise to the action)

Tax notices earlier requested and forwarded to this office by you are being returned. Should action be again instituted against the defendants at a later date you will so be informed.

I would like to express our sincere "thanks" for your cooperation in this matter.

Very truly yours,


A. J. Zale for
Victor B. Vandling



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

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

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

December 14, 1983

Paula F. Garrety, Esq.
700 United Penn Bank Bldg.
Wilkes-Barre, Pa. 18701

RE: United Penn Bank
vs
Marvin & Linda Hartzell
NO: 81 of 1983 E.D.

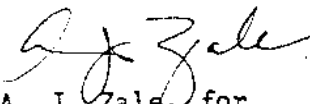
Dear Ms. Garrety,

This department is in receipt of your advisement requesting
~~DISCONTINUANCE/SATISFACTION~~/STAY of the scheduled Sheriff's Sale in the
captioned case.

Costs incurred by the Sheriff's Department include
Docket, Levy, Service, Mileage, Advertising preparation, Posting Property,
Henrie Printing (Sale Bills) and Press-Enterprise, Inc. (Legal Ads) plus
Prothonotary and Recorder billings for List of Liens and Copywork.

Total cost incurred amounts to \$292.73. Thus a refund of
\$207.27 is enclosed via check made payable to you as monies returned from
the initial \$500.00 advance cost deposit received at time Writ of Execution
was filed.

Very truly yours,


A. J. Zale, for
Victor B. Vandling

HOURIGAN, KLUGER, SPOHRER & QUINN

A PROFESSIONAL CORPORATION

LAW OFFICES

SUITE SEVEN HUNDRED

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CONYNGHAM-DRUMS ROAD

BOX A 103

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December 8, 1983

Factor B. Vandling
Sheriff of Columbia County
Columbia County Courthouse
Bloomsburg, Pennsylvania 17815

Attention: Mr. A.J. Zale

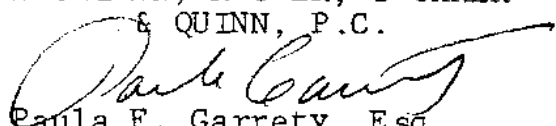
Re: United Penn Bank v. Hartzell
No. 984 J.D. of 1983
No. 81 E.D. of 1983

Dear Mr. Zale:

Please mark the execution in the above-captioned matter stayed (Sale scheduled for Thursday, December 15, 1983) since the Defendants have cured the default which gave rise to the action.

Very truly yours,

HOURIGAN, KLUGER, SPOHRER
& QUINN, P.C.


Paula F. Garrety, Esq.

PFG/kg

cc: John Grencavich

CHIEF DEPUTY
SHERIFF
DEC 12 11 50 AM '83
OFFICE OF SHERIFF
COLUMBIA COUNTY

United Penn Bank vs Hartzell, Marvin & Linda

THURSDAY, December 15, 1983 NO. 81 of 1983

WRIT OF EXECUTION:

Judgement --- Principal \$ 3,612.98
 Insurance _____
 Interest from _____ to _____
 Real Estate Tax _____
 Interest from 10/12/83 to 12/15/83
64 days @ \$ 1.40 per day 91.20
 Attorneys' Fee 361.30

Total ... \$ 4,325.48 \$ 4,325.48

INITIAL PROTHONOTARY COSTS: (PD. BY ATTY.)

Proth. (Writ) \$ 15.00
 Pro. Pd. 30.50
 Shff. V. 35.00
 Judg. Fee 9.00
 Atty. Fee _____
 Satisfaction _____

Total ... \$ 89.50 \$ 89.50

SHERIFF'S COST OF SALE:

Docket & Levy \$ 10.75
 Service of Notice 10.00
 Postage _____
 Posting of Sale Bills (Bldg., Office, Lobby, etc.) 15.00
 Advertising, Sale Bills 5.00
 Newspapers 5.00
 Mileage 12.80
 Crying/Adjourn of Sale 5.00
 Sheriff's Deed (executing & registering) 20.00
 Solicitor's fee _____

Total... \$ 63.55 \$ _____

Press-Enterprise \$ 176.93
 Henrie Printing 37.25

Total ... \$ 214.18 \$ _____

Prothonotary - List of Liens \$ 10.00
 Deed _____

Total ... \$ _____ \$ _____

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

Total ... \$ 5.00 \$ _____

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19___ \$ Pd.
 School Taxes, District C.C., 1983 486.55

Delinquent Taxes, 19___, 19___, 19___, TOTAL AMOUNT _____

Total ... \$ 486.55 \$ 486.55

SEWERAGE RENT DUE:

Municipality _____ for 19___ \$ _____ \$ _____

TOTAL TAXES & COSTS ----- \$ _____

BUYER: _____

BID PRICE: \$ _____ POUNDAGE \$ _____

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

Handwritten:
 10/14/83

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

UNITED PENN BANK,

Plaintiff,

vs.

MARVIN E. HARTZELL and

LINDA R. HARTZELL, his wife,

Defendants.

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. 984 Term 1983 J.D.

No. 81 Term 1983 E.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Luzerne

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.

OFFICE OF SHERIFF
COLUMBIA COUNTY
OCT 24 1 40 PM '83
SHERIFF
CHIEF DEPUTY

Amount Due Incl. Interest to
10/12/83
Attorney's Commission (10%)

\$ 3,612.98

\$ 361.30

TOTAL

\$ 3,974.28

Plus costs & interest from 10/12/83
at the rate of \$1.40 per day

as endorsed.

Dated 10-24-83

(SEAL)

[Signature]
Prothonotary, Court of Common Pleas of
Columbia County, Pennsylvania

By: _____
Deputy

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND, situate in the Township of North Centre, County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:--

BEGINNING at a stake, said stake being the intersecting point between lands now or formerly of Martin and Barbara Hartman and Paul Coleman;

THENCE along said Coleman lands, North 19 degrees West, 160 feet to a stake in line of other lands now or formerly of Paul Coleman;

THENCE along said lands, North 75 degrees, 55 minutes East, 531.5 feet to a stake on the westerly side of a 33 foot Township Road;

THENCE along said Township Road, South 15 degrees, 55 minutes West, 180 feet to a stake in line of lands now or formerly of said Hartman;

THENCE along lands now or formerly of Hartman, South 75 degrees, 55 minutes West, 430.5 feet to a point, the place of beginning.

CONTAINING 2. acres of land. The above description was taken from a draft prepared by L.G. Miller, March 13, 1971.

BEING the same premises conveyed to Marvin E. Hartzell and Linda R. Hartzell, his wife, by deed of Linda R. Hartzell, formerly Linda Coleman, dated January 5, 1983, and recorded January 5, 1983, in Columbia County Deed Book 313, at page 752.

IMPROVED with a one-family residence.

KNOWN AS: R.D. #5, North Centre Township, Bloomsburg, Columbia County, Pennsylvania, 17815.

TAX CODE NO.: 11-1-12-3.

By: Paula F. Garrety, Esquire ATTORNEY FOR PLAINTIFF
Identification No. 21189

UNITED PENN BANK,) IN THE COURT OF COMMON PLEAS
) OF COLUMBIA COUNTY
Plaintiff,)
) CIVIL ACTION--LAW
vs.) IN MORTGAGE FORECLOSURE
)
MARVIN E. HARTZELL and)
LINDA R. HARTZELL, his wife,)
) No. 984 of 1983 J.D.
Defendants.) No. 984 of 1983 E.D.

NOTICE IS HEREBY GIVEN that by virtue of the above-captioned Writ of Execution, issued under the above-captioned Judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office ~~Court Room No. 1~~, Columbia County Courthouse, Bloomsburg, Columbia County, Pennsylvania, on Thursday, the

15th day of December, 1983, at 10:00 o'clock, A.M.,
all your right, title and interest in and ALL THAT CERTAIN piece,
parcel or tract of land situate in the Township of North Centre,
County of Columbia, and State of Pennsylvania, the same more
particularly described in Exhibit "A" attached hereto and
incorporated herein.

NOTICE IS HEREBY GIVEN to all claimants and parties in
interest that the Sheriff will, for all sales where the filing
of a schedule of distribution is required, file the said schedule
of distribution no later than thirty (30) days after the Sale,
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.

HOURIGAN, KLUGER, SPOHRER & QUINN
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

VICTOR B. VANDLING, Sheriff

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND, situate in the Township of North Centre, County of Columbia and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:--

BEGINNING at a stake, said stake being the intersecting point between lands now or formerly of Martin and Barbara Hartman and Paul Coleman;

THENCE along said Coleman lands, North 19 degrees West, 160 feet to a stake in line of other lands now or formerly of Paul Coleman;

THENCE along said lands, North 75 degrees, 55 minutes East, 531.5 feet to a stake on the westerly side of a 33 foot Township Road;

THENCE along said Township Road, South 15 degrees, 55 minutes West, 180 feet to a stake in line of lands now or formerly of said Hartman;

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CONTAINING 2. acres of land. The above description was taken from a draft prepared by L.G. Miller, March 13, 1971.

BEING the same premises conveyed to Marvin E. Hartzell and Linda R. Hartzell, his wife, by deed of Linda R. Hartzell, formerly Linda Coleman, dated January 5, 1983, and recorded January 5, 1983, in Columbia County Deed Book 313, at page 752.

IMPROVED with a one-family residence.

KNOWN AS: R.D. #5, North Centre Township, Bloomsburg, Columbia County, Pennsylvania, 17815.

TAX CODE NO.: 11-1-12-3.

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire
Identification No. 21189

ATTORNEY FOR PLAINTIFF

LAW OFFICES
SUITE SEVEN HUNDRED
UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

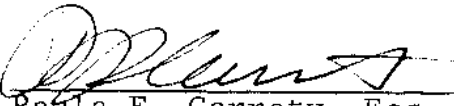
UNITED PENN BANK,	)	IN THE COURT OF COMMON PLEAS
	)	OF COLUMBIA COUNTY
<u>Plaintiff,</u>)	
	)	CIVIL ACTION--LAW
vs.	)	IN MORTGAGE FORECLOSURE
)	
MARVIN E. HARTZELL and)	
LINDA R. HARTZELL, his wife,)	
	)	No. 984 of 1983 J.D.
<u>Defendants.</u>	)	No. <u>81</u> of 1983 E.D.

WAIVER OF INSURANCE

AND NOW, this 24 day of October, 1983, the Sheriff
is hereby released from all liability to protect the property
described in the within-named execution by insurance, which
insurance is hereby waived.

HOURIGAN, KLUGER, SPOHRER
& QUINN, P.C.

By:


Paula F. Garrety, Esq.
Attorney for Plaintiff

HOURIGAN, KLUGER, SPOHRER & QUINN
A PROFESSIONAL CORPORATION

By: Paula F. Garrety, Esquire ATTORNEY FOR PLAINTIFF

Identification No. 21189

LAW OFFICES
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UNITED PENN BANK BUILDING
WILKES-BARRE, PENNA. 18701
(717) 825-9401

UNITED PENN BANK,)	IN THE COURT OF COMMON PLEAS
	)	OF COLUMBIA COUNTY
<u>Plaintiff,</u>)	
	)	CIVIL ACTION--LAW
vs.	)	IN MORTGAGE FORECLOSURE
)	
MARVIN E. HARTZELL and)	
LINDA R. HARTZELL, his wife,)	
	)	No. 984 of 1983 J.D.
<u>Defendants.</u>	)	No. <u>81</u> of 1983 E.D.

WAIVER OF WATCHMAN

Any deputy sheriff levying upon or attaching any property under within Writ may leave some without a watchman, in custody of whoever is found in possession, after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before Sheriff's Sale thereof.

HOURIGAN, KLUGER, SPOHRER
& QUINN, P.C.

By:


Paula F. Garrety, Esq.
Attorney for Plaintiff

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael, Acting

I, ~~Frank Baskins~~, 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

Marvin E. Hartzell and Linda R. Hartzell

and find as follows:

See photostatic copy attached.

Fee ...\$5.00.....

In testimony whereof I have set my hand and
seal of office this 7th day of December
A.D., 19 83

Beverly J. Michael ACTING
RECORDER

MORTGAGE

THIS MORTGAGE, made this 14th day of January, 19 83,
by and between Marvin E. Hartzell and Linda R. Hartzell
(hereinafter, whether one or more, called "Mortgagor"), and UNITED PENN BANK, of Wilkes-Barre,
Pennsylvania, (hereinafter, with its successors and assigns, called "Mortgagee").

WHEREAS, Mortgagor has duly executed and delivered to Mortgagee a written evidence of
obligation of even date herewith (hereinafter referred to as the "Note") wherein Mortgagor stands held and
firmly bound unto Mortgagee for the sum of \$ 4636.00, payments of principal and interest
to be made to the Mortgagee in accordance with the terms, conditions and interest rates provided in the
Note, which is specifically referred to herein, and all extensions and renewals thereof, until the entire
indebtedness has been paid.

NOW, THEREFORE, Mortgagor, in consideration of said Note and any other obligation of
Mortgagor to Mortgagee, due or to become due, absolute or contingent, and for better securing the
payment thereof, together with interest and all other sums recoverable, does hereby grant, bargain, sell
and release unto the said Mortgagee:

ALL THAT/THOSE CERTAIN piece(s), parcel(s) or tract(s) of land situate in _____
Columbia County(s), Pennsylvania, known as
R. D. 75, North Centre Township (and)
Bloomburg, PA 17815
(Address(es) of Real Estate)
and being more particularly described in Deed(s) dated _____
(and) _____ from Linda Coleman
to Mortgagor herein, said Deed(s) being recorded in the Office of the Recorder of Deeds of
Columbia County(s) in Deed Book Volume(s) 313
(and) _____ Page(s) 762 (and) _____, et seq.

TOGETHER, with all buildings, improvements, rights, privileges, additions, alterations, reversions,
remainders, rents, issues and profits thereof.

PROVIDED, upon nonpayment of any sum when due under the Note or other instrument secured
hereby or upon noncompliance with any covenant or condition hereof, the entire balance of principal
and interest, together with an attorney's commission of ten (10%) percent shall, at the Mortgagee's option,
become due and payable.

PROVIDED, that if the Mortgagor causes to be paid unto the Mortgagee the aforesaid principal
sum together with all interest and other sums becoming due under the aforesaid obligation and if the
Mortgagor shall keep and perform each covenant contained or referenced herein and in the Note, then this
Mortgage shall cease, determine and become void.

THIS MORTGAGE, shall be UNDER AND SUBJECT to the general provisions, covenants,
conditions and obligations contained in a Stipulation of General Mortgage Provisions which are
incorporated by reference herein and which are recorded in the Office of the Recorder of Deeds of
Columbia County, Pennsylvania, in Mortgage Book 199 Page
283, et seq.

IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has set
his/her/their hand(s) and seal(s) the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donald P. Erdman Marvin E. Hartzell (SEAL)

Linda R. Hartzell (SEAL)

Linda R. Hartzell

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Columbia) SS:

On this, the 20th day of January, 19 83, before me, the
undersigned officer, personally appeared MARVIN E. and LINDA R. HARTZELL
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

F71-800-008

NOTARY PUBLIC

REC'D BY RECORDER
COLUMBIA CO., PA.
TAX - 52 - FEE 13.00
JAN 21 1 41 PM '83

No. 199

MORTGAGE

Marvin E. Hartzell
and
Linda R. Hartzell

TO

UNITED PENN BANK

Deed

The precise address of UNITED PENN BANK, the Mortgagee, is 18 West Market Street, Wilkes-Barre, Pennsylvania.

Columbia 1:41 p.m.

Record

RECORDED in the Office for Recording of Deeds in and for ~~Luzerne~~ Columbia County, in the State of Pennsylvania, in Mortgage
Book 314 , Page 95 , etc.

WITNESS my hand and seal of Office this
Anno Domini, 1983

21st day of January

Beverly J. Michael
Recorder

MORTGAGE

THIS MORTGAGE is made this...../4/74.....day of.....January.....
19.83., between the Mortgagor, s. MARVIN E. HARTZELL And LINDA R. HARTZELL, his wife,.....
R. D. #5, Bloomsburg, Penna. (herein "Borrower"), and the Mortgagee, ...UNITED PENN. BANK
....., a corporation organized and existing
under the laws of...the United States of America....., whose address is...Wilkes-Barre,.....
...Pennsylvania 18711..... (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-ONE THOUSAND (\$21,000.00)
..... Dollars, which indebtedness is evidenced by Borrower's note
dated.....January.....1983.. (herein "Note"), providing for monthly installments of principal and interest,
with the balance of the indebtedness, if not sooner paid, due and payable on.....February.....2003.....
.....;

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

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND situate in the Township
of North Centre, County of Columbia and Commonwealth of Pennsylvania, more parti-
cularly bounded and described as follows, to-wit:

BEGINNING at a stake, said stake being the intersecting point between lands
now or formerly of Martin and Barbara Hartman and Paul Coleman;

THENCE along said Coleman lands, North 19 degrees West 160 feet to a stake
in line of other lands now or formerly of Paul Coleman;

THENCE along said lands North 75 degrees 55 minutes East 531.5 feet to a
stake on the westerly side of a 33 foot Township Road;

THENCE along said Township Road, South 15 degrees 55 minutes West 180 feet
to a stake in line of lands now or formerly of said Hartman;

THENCE along lands now or formerly of Hartman, South 75 degrees 55 minutes
West 430.5 feet to a point, the place of BEGINNING.

CONTAINING 2 acres of land. The above description was taken from a draft
prepared by L. G. Miller, March 13, 1971.

which has the address of...R. D. #5, Bloomsburg, Pennsylvania 17815.....
..... (herein "Property Address");
.....
..... (State and Zip Code)

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

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

PENNSYLVANIA—1 to 4 Family—8/75—FIMA/FILMC UNIFORM INSTRUMENT

P 71 000 013 5/21/81

313 1918

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

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

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

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

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

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

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

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

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

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

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

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

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

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

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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

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

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:


Marvin E. Hartzell *Linda R. Hartzell*
Marvin E. Hartzell Linda R. Hartzell
Borrower Borrower

COMMONWEALTH OF PENNSYLVANIA, COLUMBIA County ss:

On this, the 14th day of January, 1983, before me, ... A Notary Public
..... the undersigned officer, personally appeared ... Marvin E. Hartzell and Linda
... R. Hartzell, his wife, known to me (or satisfactorily
proven) to be the person, s, whose name, s, A/C subscribed to the within instrument and acknowledged that
..... executed the same for the purposes herein contained.

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

My Commission expires:

Ann R. Hartzell
Lynchburg, Columbia Co., Pa.
My Commission Expires July 26, 1985
Title of Officer


#138
RECORD RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE \$3.00
JAN 14 1 39 PM '83
Quach

Recorded in Columbia County
Record Book 313, page 1018 on
January 14, 1983 at 1:39 p.m.

Beverly J. Michael
Acting Recorder

Hartzell Sheriff Sale
\$ 176.93

SHERIFF'S SALE
By virtue of a Writ of Execution No. 81 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, Columbia County Court House, Bloomsburg, Columbia County, Pennsylvania,

exactly as printed a
newspaper in which
Press-Enterprise
that all of the
publication a

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

PAY TO THE
ORDER OF

Press-Enterprise, Inc.
One Hundred Seventy Six and 93/100
Bloomington Bank-COLUMBIA TRUST CO.
FOR UP BANK VS Hartzell
No. 81 of 1983 E.D.



6657
December 13, 1983
\$ 176.93
DOLLARS
Victor B. Vandling
572nd B 10th Dth

day of Dec
Matthew J. Quinn
(Notary P

My Commission

MATTHEW J. QUINN
BLOOMSBURG, CO.
MY COMMISSION EXPIRES
Member, Pennsylvania

....., I hereby certify that the advertising
..... for publishing the foregoing notice, an

1983
o'clock a.m.
title and
the Defendant
to:
CERTAIN piece,
and lot of land
in the Township
North Centre, County
Columbia and Com-
monwealth of Pennsylv-
ania, more particularly
bounded and described
as follows, to-wit:
BEGINNING at a stake,
said stake being the
intersecting point
between lands now or
formerly of Martin and
Barbara Hartman and
Paul Coleman;
THENCE along said Cole-
man lands, North 19
IMPROVED with a one-
family residence.
KNOWN as: RD 5, North
Centre Township,
Bloomsburg, Columbia
County, Pennsylvania
17815.
TAX CODE NO: 11-1-12-3.
NOTICE IS HEREBY GIVEN
to all claimants and par-
ties in interest, that the
Sheriff will, for all sales
where the filing of a
schedule of distribution
is required, file the said
schedule of distribution
no later than thirty (30)
days after the Sale, in
his office, where the
same will be available
for inspection and that
distribution will be made
in accordance with the
schedule, unless excep-
tions are filed thereto
within ten (10) days
thereafter.
SEIZED AND TAKEN into
execution at the suit of
United Penn Bank vs.
Marvin E. Hartzell and
Linda R. Hartzell, his
wife.

Victor B Vandling
Sheriff of
Columbia County
Hourigan, Kluger,
Spohrer and Quinn
700 United Penn
Bank Building
Wilkes-Barre Pa 18701

char
affidav..

vs.

SHERIFF

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

LIST OF LIENS

VERSUS

MARVIN E. HARTZELL & LINDA R. HARTZELL

Court of Common Pleas of Columbia County, Pennsylvania.

UNITED PENN BANK	}	No. 984 of Term, 19 83
		Real Debt || \$ 3,974.28
		Interest from ||
versus		Commission ||
		Costs ||
Marvin E. Hartzell & Linda R. Hartzell		Judgment entered
		Date of Lien October 24, 1983
	Nature of Lien Default Judgment	

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

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

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

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

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

..... Paul. R. Eyerly, III, being duly sworn accord
and says that Press-Enterprise is a newspaper of general circulation with
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of (of Pennsylvania, and was established on the 1st day of March, 1902, and I
daily (except Sundays and Legal Holidays) continuously in said Town, Coun
the date of its establishment; that hereto attached is a copy of th
advertisement in the above entitled proceeding which appeared in the issue
on Nov. 23, 30, Dec 7,
exactly as printed and published; that the affiant is one of the owners and
newspaper in which legal advertisement or notice was published; that neit
Press-Enterprise are interested in the subject matter of said notice and a
that all of the allegations in the foregoing statement as to time, place,
publication are true.

Sworn and subscribed to before me this day of

(Notary P

My Commission

MATTHEW J. CREME
BLOOMSBURG, PA.
MY COMMISSION EXPIRES
Member, Pennsylvania

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

SHERIFF'S SALE

By virtue of a Writ of
Execution No. 81 of 1983,
issued out of the Court
of Common Pleas of Col-
umbia County, directed
to me, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Colum-
bia County Court House,
in Bloomsburg, Columbia
County, Pennsylvania,
on:

Thurs., Dec 11, 1983
at 10:00 o'clock a.m.

all the right title and
interest of the Defend-
ants in and to:

ALL THAT CERTAIN piece,
parcel and lot of land
situate in the Township
of North Centre, County
of Columbia and Com-
monwealth of Pennsylv-
ania, more particularly
bounded and described
as follows, to-wit:

BEGINNING at a stake,
said stake being the
intersecting point
between lands now or
formerly of Martin and
Barbara Hartman and
Paul Coleman;

THENCE along said Cole-
man lands, North 19

~~degrees~~ West, 160 feet

IMPROVED with a one-
family residence,
KNOWN as: RD 5, North
Centre Township,
Bloomsburg, Columbia
County, Pennsylvania
17815.

TAX CODE NO: 11-1-12-3.

NOTICE IS HEREBY GIVEN
to all claimants and par-
ties in interest, that the
Sheriff will, for all sales
where the filing of a
schedule of distribution
is required, file the said
schedule of distribution
no later than thirty (30)
days after the Sale, in
his office, where the
same will be available
for inspection and that
distribution will be made
in accordance with the
schedule, unless excep-
tions are filed thereto
within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
United Penn Bank vs.
Marvin E. Hartzell and
Linda R. Hartzell, his
wife.

Victor B Vandling
Sheriff of
Columbia County

Houigan, Kluger,
Spohrer and Quinn
700 United Penn
Bank Building
Wilkes-Barre Pa 18701



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

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

United Penn Bank

VS

Marvin E Hartzell and
Linda R. Hartzell

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

POSTING OF PROPERTY

November 14, 1983 at 2:30 PM., posted a copy of the
SHERIFF'S SALE bill on the property of Marvin E. Hartzell and Linda R
Hartzell RD#5 N. Center Twp. Bloomsburg, Penna. 17815

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
15th day of November 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

United Penn Bank

VS

Marvin E. Hartzell & Linda R. Hartzell h/w

A. J. ZALE, Chief Deputy

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

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

NO. 81 of 1983

WRIT OF EXECUTION

SERVICE ON Linda R. Hartzell

ON October 28, 1983 at 1200 noon, 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,

Linda R. Hartzell at R.D. # 5, Bloomsburg, PA her home

by Delbert Doty & 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:

Delbert Doty & John J. O'Brien
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 28 th day of October
19 83

Frederick J. Peterson
Prothonotary, Columbia County, Pa.



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

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

A. J. ZALE, Chief Deputy

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

United Penn Bank

VS

Marvin E. Hartzell & Linda R. Hartzell h/w

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

NO. 81 of 1983 E.D.

WRIT OF EXECUTION

SERVICE ON Marvin E. Hartzell

ON October 28, 1983 at 4:10 P.M., a true and
attested copy of the within Writ of Execution and a true copy of the
Notice of Sheriff's Sale of Real Estate was served on the defendant,
Marvin E. Hartzell at Sheriff's Office

by 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:

Delbert Doty
Deputy Sheriff

For:

Victor B Vandling

Victor B. Vandling
Sheriff Columbia Co.

Sworn and subscribed before me
this 31st day of October
1983

Frederick J. Peterson
Prothonotary, Columbia County, Pa.

Copies to:

Henrie Printing. 10/25/83

P-E, Legal Ads, Wed., 11/23, 11/30 & 12/7/83. Affidavit requested.
Margaret Teitsworth, Tax Collector.

SHERIFF'S SALE DESCRIPTION

By virtue of a Writ of Execution, No. 81 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 ~~public~~ th
Sheriff's Office
~~Room No. 1111111111~~, Columbia County Courthouse, in Bloomsburg,
Columbia County, Pennsylvania, on THURSDAY, the 15th day
of DECEMBER, 1983, at 10:00 o'clock, A.M., all the right,
title and interest of the Defendants in and to:

ALL THAT CERTAIN PIECE, PARCEL AND LOT OF LAND, situate
in the Township of North Centre, County of Columbia and Commonwealth
of Pennsylvania, more particularly bounded and described as follows,
to wit:--

BEGINNING at a stake, said stake being the intersecting
point between lands now or formerly of Martin and Barbara Hartman
and Paul Coleman;

THENCE along said Coleman lands, North 19 degrees West,
160 feet to a stake in line of other lands now or formerly of Paul
Coleman;

THENCE along said lands, North 75 degrees, 55 minutes East,
531.5 feet to a stake on the westerly side of a 33 foot Township
Road;

THENCE along said Township Road, South 15 degrees, 55 minutes
West, 180 feet to a stake in line of lands now or formerly of said
Hartman;

THENCE along lands now or formerly of Hartman, South 75
degrees, 55 minutes West, 430.5 feet to a point, the place of
beginning.

CONTAINING 2. acres of land. The above description was
taken from a draft prepared by L.G. Miller, March 13, 1971.

BEING the same premises conveyed to Marvin E. Hartzell and Linda R. Hartzell, his wife, by deed of Linda R. Hartzell, formerly Linda Coleman, dated January 5, 1983, and recorded January 5, 1983, in Columbia County Deed Book 313, at page 752.

IMPROVED with a one-family residence.

KNOWN as: R.D. #5, North Centre Township, Bloomsburg, Columbia County, Pennsylvania, 17815.

TAX CODE NO.: 11-1-12-3.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, for all sales where the filing of a schedule of distribution is required, file the said schedule of distribution no later than thirty (30) days after the Sale, 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 United Penn Bank v. Marvin E. Hartzell and Linda R. Hartzell, his wife.

SHERIFF OF COLUMBIA COUNTY

HOURIGAN, KLUGER, SPOHRER & QUINN
700 United Penn Bank Building
Wilkes-Barre, Pennsylvania 18701

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