

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 17th day of OCTOBER 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to NANTICOKE NATIONAL BANK 35 E. MAIN STREET, NANTICOKE, PENNSYLVANIA

for the price or sum of FIVE HUNDRED-THREE and 47/100 (\$503.47) plus TEN and 00/100 (\$10.00) 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	\$120.00	
	Poundage	10.00	
			\$130.00
Press-Enterprise, Inc.			198.98
Henrie Printing			37.25
Prothonotary of Columbia County			15.00
Recorder of Deeds, Columbia County			18.50
William Zeares, Tax Collector (Parcel 23-12-13)			47.68
Columbia County Tax Claim Bureau			58.06
State Treasurer - Surcharge Account			8.00

NANTICOKE NATIONAL BANK

VS

WALTER M. RUTKOSKI and  
MARION RUTKOSKI, his wife

NO. 921 - 1985 J.D.  
NO. 47 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. }  
18 OCTOBER 1985

So answers

*Victor B Vandling*  
VICTOR B. VANDLING Sheriff

NANTICOKE NATIONAL BANK,	:	IN THE COURT OF COMMON PLEAS	
	:	OF COLUMBIA COUNTY	
Plaintiff	:		
	:	Civil Action -- Law	
vs.	:		
	:	In Confession of Judgment	
WALTER M. RUTKOSKI and	:		
MARION RUTKOSKI, his wife,	:		
	:		
Defendants	:	NO. 921	of 1985 J.D.
	:	NO. 47	of 1985 E.D.

WRIT OF EXECUTION (MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~DAUPHIN~~ COLUMBIA

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 property described in the attached Sheriff's Sale Description.

Amount Due	\$ 50,989.67
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Interest from June 28, 1985 at the rate of \$16.07 per day	_____
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TOTAL	\$
-------	----

plus costs.

as endorsed.

\_\_\_\_\_  
PROTHONOTARY, COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

DATED: August 22, 1985

(SEAL) 8-22-85

*Allen K. Linn*  
Deputy

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION NO. 47 of 1985, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry, to the highest and best bidder for cash, in ~~a Court Room to be announced, in the City of~~ <sup>the Sheriff's Office, Columbia County / Courthouse,</sup> Bloomsburg, Columbia County, Pennsylvania, on Thursday, October 17, 1985 at 10:00

o'clock a.m., in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of other land now or late of Rufus P. Yoder, et ux on the north side of a lane adjoining land of Edward Payne, now or late;

THENCE South eighty-five degrees West (S. 85° W.) thirty-nine and nine tenths (39.9) perches;

THENCE along other land now or late of Florence Peters, et al., North three and one half degrees West (N. 3 1/2° W.) eleven and eight tenths (11.8) perches;

THENCE along land now or late of Garret Bower, North eight degrees West (N. 8° W.) fifty-six (56) perches to line of land now or late of W.B. Kirkendall;

THENCE along same North eighty-three and three quarters degrees East (N. 83 3/4° E.) thirty-nine (39) perches to other land now or late of Rufus P. Yoder, et ux;

THENCE along same, South eight degrees East (S. 8° E.) sixty-eight and seven tenths (68.7) perches to the place of beginning.

CONTAINING sixteen (16) acres and ninety (90) perches of land.

THE GRANTORS do hereby grant, bargain and sell to the Grantees, their heirs and assigns, all right, title and interest they may have in a certain existing right of way obtained by prescription, it being expressly understood that no warranty is expressed or implied as to title to the same.

TOGETHER WITH all structures and improvements thereon.

BEING Parcel No. 2 of premises conveyed to Walter M. Rutkoski and Marion A. Rutkoski, his wife by Deed of Olga Polgar, et vir. dated June 11, 1984 and recorded in the Office of the Recorder of Deeds in and for Columbia County to Deed Book 333 at page 638.

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 NOT 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 NANTICOKE NATIONAL BANK against WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife, and will be sold by

Sheriff of Columbia County

HOEGEN, MARSH & KEISER

25 North River Street

Wilkes-Barre, Pennsylvania 18701

(717) 826-1810

LIST OF LIENS

VERSUS

Walter M. Rutkoski and Marion Rutkoski

Court of Common Pleas of Columbia County, Pennsylvania.

Commonwealth Bank & Trust Co.	}	No. 247 of Term, 19.85
F/K/A Fidelity National Bank		Real Debt   \$ 23,896.02
versus		Interest from
Walter M. Rutkowski		Commission
		Costs
		Judgment entered
		Date of Lien May 24, 1985
		Nature of Lien Default Judgment

Nanticoke National Bank	}	No. 921 of Term, 19.85
		Real Debt   \$ 50,989.67
versus		Interest from
Walter M. & Marion Rutkoski		Commission
		Costs
		Judgment entered
		Date of Lien August 22, 1985
		Nature of Lien Ex-record

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

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

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

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank X Bryshine~~ 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

Walter M. Rutkoski and Marion Rutkoski, his wife,  
and find as follows:

See photostatic copy attached.

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

In testimony whereof I have set my hand and  
seal of office this 15th day of October  
A.D., 19 85.

*Beverly J. Michael* RECORDER

# MORTGAGE

(Participation)

This mortgage made and entered into this 11th day of June

19 84 by and between Walter M. and Marion Rutkoski (hereinafter referred to as mortgagor) and NANTICOKE NATIONAL BANK (hereinafter referred to as mortgagee), who maintains an office and place of business at 55 East Main Street, Nanticoke, Pennsylvania 18634.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Columbia

State of Pennsylvania, known and designated as RD # 9, Box 220, Bloomsburg, Pa. 17815, conveyed to the Mortgagor by Deed dated November 14, 1980, duly recorded in the office for the Recording of Deeds in said County in Deed Book 300, Page 421. as the Premises are therein described.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated June 11, 1984 in the principal sum of \$ 81,000.00 signed by Walter M. and Marion Rutkoski in behalf of Walter M. and Marion Rutkoski

All those two certain pieces, parcels or tracts of land lying and being situate as follows:

**PARCEL NO. 1:** Situate in Nescopeck Township, Luzerne County Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a stone; thence along lands now or late of Cornelius Kirkendall and Nathan Kirkendall, North 75 degrees East, 31 perches to a pine; thence North 87½ degrees East, 60 perches to a pine bush; thence South 67 degrees East, 22 perches to an oak tree; thence North 30½ degrees East, 15 perches to a corner on line of lands now or late of David Evans; thence along said lands North 82½ degrees, West 27 perches to a corner; thence North 17 degrees West, 1 perch to a corner; thence North 62 degrees west, 18 perches to a corner; thence North 46 degrees West, 38 perches to a corner; thence North 16 degrees West, 5 perches to a white pine; thence North 19 degrees West 20 perches to a corner; thence North 82½ degrees East, 2 perches to a fort; thence North 10 degrees West, 5.5 perches to a stone; thence along lands now or late of John Kirkendall, South 80 degrees West, 55 perches to a stone; thence along lands now or late of Nathan Kirkendall, South 10 degrees East, 111 perches to the place of beginning.

CONTAINING 51 acres and 56 perches of land, strict measure, be the same more or less.

**PARCEL NO. 2:** Situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the westerly side of other land now or late of Rufus P. Yoder, et ux, on the north side of a lane adjoining land of Edward Payne, now or late; thence South 85 degrees West 39.9 perches; thence along other land now or late of Florence Peters, et al, North 3½ degrees West, 11.8 perches; thence along land now or late of Garret Bower, North 8 degrees West, 56 perches to line of land now or late of W. B. Kirkendall; thence along same North 83-¾ degrees East 39 perches to other land now or late of Rufus P. Yoder, et ux; thence along same, South 8 degrees East, 68.7 perches to the place of beginning.

CONTAINING 16 acres and 90 perches of land.

The Grantors do hereby grant, bargain and sell to the Grantees, their heirs and assigns, all right, title and interest they may have in a certain existing right of way obtained by prescription, it being expressly understood that no warranty is expressed or implied as to title to the same.

BEING the same premises about to be conveyed to Walter M. Rutkoski and Marion A. Rutkoski, his wife, the Mortgage herein, by Deed of Olga Polgar and Michael W. Polgar, her husband, dated June 11, 1984, and about to be recorded concurrently with this Mortgage in the Office of the Recorder of Deeds in and for Luzerne County and Columbia County.



1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorney's fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by him after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to 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 the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and 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, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U. S. C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity of right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at RD # 9, Box 220, Bloomsburg, Pa. 17815. and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 35 E. Main Street, Nanticoke, Pa. 18634

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

*Walter M Rutkoski*  
Walter M. Rutkoski

*Marion Rutkoski*  
Marion Rutkoski

Executed and delivered in the presence of the following witnesses:

*Raymond W. [illegible]*

(Add Appropriate Acknowledgment)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ~~COLUMBIA~~ *Luzerne*

On this 11th day of June, 1984, before me the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared, Walter M. and Marion Rutkoski, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the above Mortgage and acknowledged the execution of the same for the purposes therein contained and desired that it be recorded as such.

*Anna Wilushefski*

ANNA WILUSHEFSKI, Notary Public  
Market Square, Luzerne County, Pa.  
My Commission Expires October 1, 1986

Recorded in Columbia County in  
Record Bk 333 643 on  
June 15, 1984 at 2:27 pm

*Beverly J. Michels*  
*Jedine M. Schmitt*

RECORDING DATA

RETURN TO:

Name: PIONEER ABSTRACT COMPANY—  
of Luzerne County, Inc.  
Address: Suite 115 Park Office Building  
Kingston, Pa. 18704

258  
REC'D BY RECORDER  
COLUMBIA CO., PA.

MORTGAGE

TAX \$2.00 FEE \$5.50

JUN 13 2 27 PM '84

Walter M. and Marion Rutkoski

Nanticoke National Bank

# TAX CLAIM BUREAU OF COLUMBIA COUNTY

BLOOMSBURG, PENNSYLVANIA 17815

FOLIO NO.

213-12-13

RECEIVED OF

Victor B. Vandling - Sheriff Sale

ASSESSED TO

Rutkowski, Walter M. & Marion A.

Nov. 14, 1985

\$ 58.06

CLAIM NO.

2247

SCHOOL DISTRICT

Central Col.

MUNICIPALITY

M. F. Lin Twp.

DESCRIPTION

YEAR or ITEM	REAL ESTATE TAXES			
	COUNTY	MUNICIPALITY	SCHOOL	TOTAL
19 <u>84</u>			38 11	38 11
PENALTY			3 21	3 21
INTEREST			1 14	1 14
19 _____				
PENALTY				
INTEREST				
19 _____				
PENALTY				
INTEREST				
<b>TOTAL</b>			43 06	43 06
<div data-bbox="370 1114 685 1241" data-label="Text"> <p><b>PAID</b></p> </div> <div data-bbox="321 1228 738 1372" data-label="Text"> <p>DATE <u>NOV 14 1985</u>            BEATRICE THOMPSON, DIR.            TAX CLAIM BUREAU</p> </div>			FEES	10 00
			ADVERTISING	
			OTHER COSTS	
			<u>Postage</u>	5 00
			<b>TOTAL</b>	58 06

PURCHASED BY

REMARKS:

☐ CASH

☒ CHECK

# 8090

☐ M.O.

RECEIVED BY

Joan K. Zink

If paid by check, receipt not valid until accepted by Drawee Bank.

No. TCB

85743

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 17th day of OCTOBER 19 85, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to NANTICOKE NATIONAL BANK 35 E. MAIN STREET, NANTICOKE, PENNSYLVANIA

for the price or sum of FIVE HUNDRED-THREE and 47/100 (\$503.47) plus TEN and 00/100 (\$10.00) 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

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	Poundage	10.00	
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Henrie Printing			37.25
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William Zeares, Tax Collector (Parcel 23-12-13)			47.68
Columbia County Tax Claim Bureau			58.06
State Treasurer - Surcharge Account			8.00

NANTICOKE NATIONAL BANK  
VS  
WALTER M. RUTKOSKI and  
MARION RUTKOSKI, his wife  
NO. 921 - 1985 J.D.  
NO. 47 - 1985 E.D.

Sheriff's Office, Bloomsburg, Pa. )  
18 OCTOBER 1985 )  
So answers  
Victor B Vandling  
VICTOR B. VANDLING Sheriff

NANTICOKE NAT'L BANK VS Rutkowski, Walter & Marion

THURSDAY, 17 October 1985 NO. 47-1985 E.D.

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>	
Service	<u>21.00</u>	
Mailing	<u>6.00</u>	
Advertising, Sale Bills	<u>9.00</u>	
Newspapers	<u>9.00</u>	
Posting Handbills	<u>21.00</u>	
Mileage	<u>14.00</u>	
Crying/Adjourn of Sale	<u>7.00</u>	
Sheriff's Deed	<u>10.00</u>	
Distribution of Proceeds	<u>9.00</u>	
Other		
Total.....	\$ <u>120.00</u>	\$ <u>120.00</u>
Press-Enterprise, Inc.	<u>198.98</u>	
Henrie Printing	<u>37.25</u>	
Solicitor's Services		
Total.....	\$ <u>236.23</u>	\$ <u>236.23</u>
Prothonotary - Liens List	\$ <u>10.00</u>	
Deed Notarization	<u>5.00</u>	
Total.....	\$ <u>15.00</u>	\$ <u>15.00</u>
Recorder of Deeds, Col. Co. - Copywork	\$ <u>5.00</u>	
Deed	<u>13.50</u>	
Total.....	\$ <u>18.50</u>	\$ <u>18.50</u>

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 198 <u>5</u>	\$ <u>7.33</u>	
School Taxes, District <u>Central</u> , 198 <u>5</u>	<u>40.35</u>	
Delinquent Taxes - 198 <u>4</u> , 198 <u>  </u> , 198 <u>  </u> (TOTAL AMOUNT)	<u>58.06</u>	
Total.....	\$ <u>105.74</u>	\$ <u>105.74</u>

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 198 <u>  </u>	Total.....	\$ <u>  </u>	\$ <u>  </u>
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SURCHARGE FEE (State Treasurer)

\$ 8.00

TOTAL TAXES & COSTS ----- \$   

PURCHASER: Nanticoke Nat'l Bank

BID PRICE: \$ 503.47 POUNDAGE \$    = 513 47 TOTAL ..... \$ 503.47

DEED IN NAME OF: Nanticoke Nat'l Bank, 35 E Main St, Nanticoke

REALTY TRANSFER TAX \$    STATE STAMPS \$   

15624



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

November 12, 1985

William Zeares  
Tax Collector  
Mifflinville, Pa.

RE: Rutkoski, Walter & Marion

Dear Mr. Zeares,

This memo is to notify you that SHERIFF'S SALE in the captioned case was held October 17, 1985.

Copies of tax notices requested and forwarded to this office by you are hereby returned. Tax monies collected are enclosed in the amount of \$ 47.68.

Property purchased by Nanticoke National Bank, 35 E. Main Street,  
Nanticoke, Pennsylvania.

Thank you for your cooperation in this matter.

Very truly yours,

*A. J. Zale*  
A. J. Zale for  
Victor B. Vandling

P.S. It was initially believed Distribution of monies would be made before November 1, 1985. This did not happen until November 12, 1985. I notice that \$4.04 was to be added after November 1, 1985. Since the buyer was the Bank, suggest you notify them to collect this added amount.

*Al*



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF EXAMINATION  
POST OFFICE BOX 8910  
HARRISBURG, PA 17105

# JUDICIAL SALE REALTY TRANSFER TAX AFFIDAVIT OF VALUE

Please Print or Type  
See Reverse for Instructions

## Recorder's Use Only

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds. If more space is needed, attach additional sheet(s).

## A TRANSFER DATA

Grantor(s) <u>Victor B. Vandling, Sheriff</u>			Grantee(s) <u>Nanticoke National Bank</u>		
Street Address <u>Columbia County Court House</u>			Street Address <u>35 East Main Street</u>		
City <u>Bloomsburg</u>	State <u>Pa.</u>	Zip Code	City <u>Nanticoke</u>	State <u>Pa.</u>	Zip Code <u>18634</u>

## B PROPERTY LOCATION

Street Address <u>R.D.#9, Box 220</u>		Tax Parcel Number
City, Township, Borough <u>Mifflin Township, Bloomsburg</u>		County <u>Columbia</u>

## C FORECLOSURE DATA

Plaintiff - Enter Complete Name:  
Nanticoke National Bank

VS.

Defendant - Enter Complete Name:  
Walter M. Rutkoski and Marion Rutkoski

Name of Successful Bidder:  
Nanticoke National Bank

## D VALUATION DATA

NOTE: TOTAL CALCULATIONS MUST BE SHOWN IN ALL COLUMNS	JUDGMENT PLUS PRIOR LIENS	BID PRICE	ASSESSED VALUE
Highest Assessed Value			\$
Judgment Plus Interest	\$		
Bid Price		\$	
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	\$	\$	\$

## E EXEMPTION DATA

1. Amount of Exemption Claimed	Percentage of Interest Conveyed <u>\$100.00</u>
--------------------------------	--

2. Check Appropriate Box Below for Exemption Claimed.

- ☒ Transfer to mortgagee instituting sale
- ☐ Transfer to municipality acquiring tax delinquent property
- ☐ Transfer to Farmers Home Administration, Veterans Administration or similar Federal agency, if mortgage
- ☐ Other (Please explain exemption claimed if other than those listed above.)

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Preparer

Date

10/17/85

(SEE REVERSE SIDE)



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

M Sheriff

vs.

PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY

[illegible]

NANTICOKE NATIONAL BANK,	:	IN THE COURT OF COMMON PLEAS
	:	OF COLUMBIA COUNTY
Plaintiff	:	
	:	Civil Action -- Law
vs.	:	
	:	In Confession of Judgment
WALTER M. RUTKOSKI and	:	
MARION RUTKOSKI, his wife,	:	
	:	
Defendants	:	NO. of 1985 J.D.
	:	NO. of 1985 E.D.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: WALTER M. RUTKOSKI  
R.D. #9, Box 220  
Bloomsburg, Pennsylvania 17815

MARION RUTKOSKI  
R.D. #9, Box 220  
Bloomsburg, Pennsylvania 17815

Defendants herein and owners of the real estate hereinafter described

NOTICE IS HEREBY GIVEN in accordance with Pennsylvania Rule of Civil Procedure No. 3129(b)(2) that by virtue of Writ of Execution No. *47* of 1985, issued out of the Court of Common Pleas of Columbia County, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry, to the highest and best bidder, for cash, in ~~a Court Room~~ *the Sheriff's Office* ~~Columbia County~~ *Town* ~~to be announced~~, Courthouse in the ~~City~~ of Bloomsburg, Columbia County, Pennsylvania, on *October 17, 1985* at *10:00* o'clock *A.M.*, in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of other land now or late of Rufus P. Yoder, et ux on the north side of a lane adjoining land of Edward Payne, now or late;

THENCE South eighty-five degrees West (S. 85° W.) thirty-nine and nine tenths (39.9) perches;

THENCE along other land now or late of Florence Peters, et al., North three and one half degrees West (N. 3 1/2° W.) eleven and eight tenths (11.8) perches;

THENCE along land now or late of Garret Bower, North eight degrees West (N. 8° W.) fifty-six (56) perches to line of land now or late of W.B. Kirkendall;

THENCE along same North eighty-three and three quarters degrees East (N. 83 3/4° E.) thirty-nine (39) perches to other land now or late of Rufus P. Yoder, et ux;

THENCE along same, South eight degrees East (S. 8° E.) sixty-eight and seven tenths (68.7) perches to the place of beginning.

CONTAINING sixteen (16) acres and ninety (90) perches of land.

THE GRANTORS do hereby grant, bargain and sell to the Grantees, their heirs and assigns, all right, title and interest they may have in a certain existing right of way obtained by prescription, it being expressly understood that no warranty is expressed or implied as to title to the same.

TOGETHER WITH all structures and improvements thereon.

BEING Parcel No. 2 of premises conveyed to Walter M. Rutkoski and Marion A. Rutkoski, his wife by Deed of Olga Polgar, et vir. dated June 11, 1984 and recorded in the Office of the Recorder of Deeds in and for Columbia County to Deed Book 333 at page 638.

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 NOT 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 NANTICOKE NATIONAL BANK  
against WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife, and will be sold  
by \_\_\_\_\_, Sheriff of Columbia County.

HOEGEN, MARSH & KEISER

BY: 

PETER J. HOEGEN, JR., ESQUIRE  
25 North River Street  
Wilkes-Barre, Pennsylvania 18701

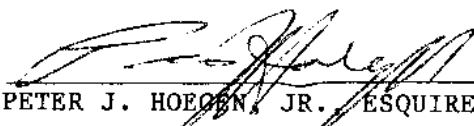
(717) 826-1810

NANTICOKE NATIONAL BANK, : IN THE COURT OF COMMON PLEAS  
Plaintiff : OF COLUMBIA COUNTY  
vs. : Civil Action -- Law  
WALTER M. RUTKOSKI and : In Confession of Judgment  
MARION RUTKOSKI, his wife, :  
Defendants : NO. 921 of 1985 SD

AFFIDAVIT OF RESIDENCE 47 ED

COMMONWEALTH OF PENNSYLVANIA )  
( SS.:  
COUNTY OF LUZERNE )

PETER J. HOEGEN, JR., ESQUIRE, being duly sworn according to law,  
deposes and says that the precise residence of NANTICOKE NATIONAL BANK, the  
above-captioned Plaintiff, is 35 East Main Street, Nanticoke, Luzerne  
County, Pennsylvania 18634; and the last known address of WALTER M.  
RUTKOSKI and MARION RUTKOSKI, his wife, the above-captioned Defendants, is  
R.D. #9, Box 220, Bloomsburg, Pennsylvania 17815.

  
PETER J. HOEGEN, JR. ESQUIRE

Sworn to and subscribed  
before me this 30th  
day of August, 1985

  
NOTARY PUBLIC

NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.  
My Commission Expires March 22, 1986

REC-2  
201-1-85

NANTICOKE NATIONAL BANK,

Plaintiff

vs.

WALTER M. RUTKOSKI and  
MARION RUTKOSKI, his wife,

Defendants

:  
:  
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IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

Civil Action -- Law

In Confession of Judgment

NO. 921 of

1985 JD  
ED

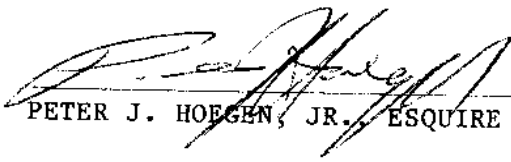
AFFIDAVIT OF NON MILITARY SERVICE OF DEFENDANT

COMMONWEALTH OF PENNSYLVANIA )

( SS.:

COUNTY OF LUZERNE )


PETER J. HOEGEN, JR., ESQUIRE, being duly sworn according to law,  
deposes and says that he did, upon the request of NANTICOKE NATIONAL BANK,  
investigate the status of WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife  
with regards to the Soldiers and Sailors Civil Relief Act of 1940; and that  
he made such investigation personally and has been informed, and your  
Affiant avers that they are not now nor were they within a period of three  
(3) months last in the military or naval services of the United States  
within the purview of the aforesaid Soldiers and Sailors Civil Relief Act  
of 1940.

  
PETER J. HOEGEN, JR., ESQUIRE

Sworn to and subscribed

before me this 20<sup>th</sup>

day of August, 1985

  
NOTARY PUBLIC

NOTARY PUBLIC

Wilkes-Barre, Luzerne County, Pa.

My Commission Expires March 22, 1988

Aug 22 9 01 AM '85



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

Nanticoke Nat. Bank

-VS-

Walter M. Rutkoski &  
Marion Rutkoski, h/w

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNSYLVANIA

NO. 47 of 1985 E.D.

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON Sept. 13, 1985 AT 3:30 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 POSTED on the VACANT PROPERTY of the  
defendant Walter M. Rutkoski & Marion Rutkoski h/w at R.D. # 1  
Nescopeck, PA, Mifflin Twp., Col. Co. by                       
Delbert Doty.

So Answers:

Delbert Doty  
Delbert Doty  
Deputy Sheriff

For:

Victor B Vandling  
Victor B. Vandling, Sheriff

Sworn and subscribed before me

this 24 day of Sept. 1985

\_\_\_\_\_  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly III

..., being duly  
and says that Press-Enterprise is a newspaper of general circ  
and place of business at 3185 Lackawanna Avenue, Bloomsburg  
of Pennsylvania, and was established on the 1st day of March  
daily (except Sundays and Legal Holidays) continuously in sai  
the date of its establishment; that hereto attached is a  
advertisement in the above entitled proceeding which appeared  
on September 25, October 2, 9  
exactly as printed and published; that the affiant is one of the

SHERIFF'S SALE  
BY VIRTUE OF WRIT OF  
EXECUTION NO. 47 of  
1985, issued out of the  
Court of Common Pleas  
of Columbia County, to  
me directed, there will  
be exposed to public  
sale, by vendue or  
outcry, to the highest  
and best bidder for cash,  
in the Sheriff's Office,  
Columbia County Court  
House, Bloomsburg, Colum-  
bia County, Pennsylv-  
ania, on:

Thurs., Oct. 17, 1985  
at 10:00 o'clock a.m.

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

ALL that certain piece or  
parcel of land situate in  
Mifflin Township, Colum-  
bia County, Pennsylv-  
ania, bounded and  
described as follows, to-  
wit:

BEGINNING at a point on  
the westerly side of  
other land now or late of  
Rufus P. Yoder, et ux on  
the north side of a lane

of Edward  
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eighty-five  
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other land  
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Victor Vandling

Rutkoski Sale - \$198.98

VICTOR B. VANDLING  
SHERIFF OF COLUMBIA COUNTY  
PENNSYLVANIA

Press-Enterprise, Inc.  
One Hundred Ninety Eight and 98/100

Bloomsburg Bank-COLUMBIA TRUST CO.  
Bloomsburg, Pa.

FOR No. 47-1985 E.D. (Rutkoski)  
0313059361

Oct 15 1985

\$ 198.98

DOLLARS

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  
NANTICOKE NATIONAL  
BANK against WALTER  
M. RUTKOSKI and  
MARION RUTKOSKI, his  
wife, and will be sold  
by:

Sheriff of  
Columbia County  
Hoegen, Marsh  
and Keiser  
25 North River St  
Wilkes-Barre Pa 18701  
(717) 826-1810



STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

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daily (except Sundays and Legal Holidays) continuously in said  
the date of its establishment; that hereto attached is a  
advertisement in the above entitled proceeding which appeared  
on September 25, October 2, 1985  
exactly as printed and published; that the affiant is one of the  
newspaper in which legal advertisement or notice was publish  
Press-Enterprise are interested in the subject matter of said  
that all of the allegations in the foregoing statement as to  
publication are true.

Sworn and subscribed to before me this 10th day of Oct

Member, P.  
MATT  
BLUC  
MY COB  
THENCE along same North  
eighty-three and three  
quarters degrees East  
(N. 83 3/4 degrees E.)  
thirty-nine (39) perches  
to other land now or late  
of Rufus P. Yoder, et ux;  
THENCE along same,  
South eight degrees East  
(S. 8 degrees E.) sixty  
eight and seven tenths  
(68.7) perches to the  
place of beginning.  
CONTAINING sixteen (16)  
acres and ninety (90)  
perches of land.

And now, 1985, I hereby certify that  
charges amounting to \$ for publishing the foregoing  
affidavit have been paid in full.

SHERIFF'S SALE  
BY VIRTUE OF WRIT OF  
EXECUTION NO. 47 of  
1985, issued out of the  
Court of Common Pleas  
of Columbia County, to  
me directed, there will  
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House, Bloomsburg, Col-  
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Thurs., Oct. 17, 1985

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Kirkendall;

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thereafter.

Seized and taken into  
execution at the suit of  
NANTICOKE NATIONAL  
BANK against WALTER  
M. RUTKOSKI and  
MARION RUTKOSKI, his  
wife, and will be sold  
by:

Sheriff of  
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25 North River St  
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NANTICOKE NATIONAL BANK,	:	IN THE COURT OF COMMON PLEAS	
	:	OF COLUMBIA COUNTY	
Plaintiff	:		
	:	Civil Action -- Law	
vs.	:		
	:	In Confession of Judgment	
WALTER M. RUTKOSKI and	:		
MARION RUTKOSKI, his wife,	:		
	:		
Defendants	:	NO. 921	of 1985 J.D.
	:	NO. 47	of 1985 E.D.

WRIT OF EXECUTION (MONEY JUDGMENT)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~LUZERNE~~ *Columbia*

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 property described in the attached Sheriff's Sale Description.

Amount Due	\$ 50,989.67
------------	--------------

Interest from June 28, 1985 at the rate of \$16.07 per day	_____
---	-------

TOTAL	\$
-------	----

plus costs.

as endorsed.

\_\_\_\_\_  
PROTHONOTARY, COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, PENNSYLVANIA

DATED: August 22, 1985

(SEAL)

*Helene K. Lenn*  
Deputy

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION NO. 47 of 1985, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry, to the highest and best bidder for cash, in ~~a Court Room to be announced, in the City of~~ *the Sheriff's Office, Col. Co. Courthouse,* Bloomsburg, Columbia County, Pennsylvania, on *Thursday, October 17, 1985* at *10:00*

o'clock A.m., in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

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SEIZED AND TAKEN INTO EXECUTION at the suit of NANTICOKE NATIONAL BANK against WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife, and will be sold by

Sheriff of Columbia County

HOEGEN, MARSH & KEISER

25 North River Street

Wilkes-Barre, Pennsylvania 18701

(717) 826-1810

NANTICOKE NATIONAL BANK,	:	IN THE COURT OF COMMON PLEAS		
	:	OF COLUMBIA COUNTY		
Plaintiff	:			
vs.	:	Civil Action -- Law		
	:	In Confession of Judgment		
WALTER M. RUTKOSKI and	:			
MARION RUTKOSKI, his wife,	:			
	:			
Defendants	:	NO.	of	1985 J.D.
	:	NO.	of	1985 E.D.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: WALTER M. RUTKOSKI  
R.D. #9, Box 220  
Bloomsburg, Pennsylvania 17815

MARION RUTKOSKI  
R.D. #9, Box 220  
Bloomsburg, Pennsylvania 17815

Defendants herein and owners of the real estate hereinafter described

NOTICE IS HEREBY GIVEN in accordance with Pennsylvania Rule of Civil Procedure No. 3129(b)(2) that by virtue of Writ of Execution No. *47* of 1985, issued out of the Court of Common Pleas of Columbia County, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry, to the highest and best bidder, for cash, in ~~a Court Room~~ *the Sheriff's Office* ~~Columbia County~~ *Town* Courthouse in the ~~City~~ of Bloomsburg, Columbia County, Pennsylvania, on *October 17, 1985* at 10:00 o'clock *A*.m., in the forenoon of said day, all the right, title and interest of the Defendants in and to:

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THENCE along land now or late of Garret Bower, North eight degrees West (N. 8° W.) fifty-six (56) perches to line of land now or late of W.B. Kirkendall;

THENCE along same North eighty-three and three quarters degrees East (N. 83 3/4° E.) thirty-nine (39) perches to other land now or late of Rufus P. Yoder, et ux;

THENCE along same, South eight degrees East (S. 8° E.) sixty-eight and seven tenths (68.7) perches to the place of beginning.

CONTAINING sixteen (16) acres and ninety (90) perches of land.

THE GRANTORS do hereby grant, bargain and sell to the Grantees, their heirs and assigns, all right, title and interest they may have in a certain existing right of way obtained by prescription, it being expressly understood that no warranty is expressed or implied as to title to the same.

TOGETHER WITH all structures and improvements thereon.

BEING Parcel No. 2 of premises conveyed to Walter M. Rutkoski and Marion A. Rutkoski, his wife by Deed of Olga Polgar, et vir. dated June 11, 1984 and recorded in the Office of the Recorder of Deeds in and for Columbia County to Deed Book 333 at page 638.

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 NOT 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 NANTICOKE NATIONAL BANK  
against WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife, and will be sold  
by \_\_\_\_\_, Sheriff of Columbia County.

HOEGEN, MARSH & KEISER

BY: 

PETER J. HOEGEN, JR., ESQUIRE  
25 North River Street  
Wilkes-Barre, Pennsylvania 18701

(717) 826-1810





COPIES TO: Henrie Printing.

9-4 P-E, Legal Ads, Wed., Sep 25, Oct 2 & 9, 1985. Affidavit requested.

9-4 William H. Zeares, Tax Collector, Mifflin Twp.

# SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION NO. 47 of 1985, issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry, to the highest and best bidder for cash, in ~~a Court Room to be announced, in the City of~~ *the Sheriff's Office, Columbia County Courthouse,* Bloomsburg, Columbia County, Pennsylvania, on *Thursday, October 17, 1985* at *10:00*

o'clock A.m., in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece or parcel of land situate in Mifflin Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point on the westerly side of other land now or late of Rufus P. Yoder, et ux on the north side of a lane adjoining land of Edward Payne, now or late;

THENCE South eighty-five degrees West (S. 85° W.) thirty-nine and nine tenths (39.9) perches;

THENCE along other land now or late of Florence Peters, et al., North three and one half degrees West (N. 3 1/2° W.) eleven and eight tenths (11.8) perches;

THENCE along land now or late of Garret Bower, North eight degrees West (N. 8° W.) fifty-six (56) perches to line of land now or late of W.B. Kirkendall;

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TOGETHER WITH all structures and improvements thereon.

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SEIZED AND TAKEN INTO EXECUTION at the suit of NANTICOKE NATIONAL BANK against WALTER M. RUTKOSKI and MARION RUTKOSKI, his wife, and will be sold by

Sheriff of Columbia County

HOEGEN, MARSH & KEISER

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Wilkes-Barre, Pennsylvania 18701

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