

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

5/15/86

Danny H. Stoneham  
Benton Twp. Tax Collector  
RD#2, Green Acre Dr.  
Benton, Pa. 17814

Dear Sir;

Enclosed you will find a check in the amount of \$50.56 for taxes owed on the Christy property. The property was sold to the first Lein holder BBCT. Please make a note of it.

If you have any questions please feel free to contact our office.

Very Truly,

Connie Breech, Deputy

Enc.

OFFICE OF  
**JOHN R. ADLER**



**SHERIFF OF COLUMBIA COUNTY**  
**COURT HOUSE - P. O. BOX 380**  
**BLOOMSBURG, PA. 17815**

**PHONE:**  
**717-784-1991**

5/15/86

Press-Enterprise, Inc.  
3185 Lackawanna Ave.  
Bloomsburg, Pa. 17815

Dear Sirs;

Enclosed you will find a check for the advertising of the Robert L. Christy and Kristi Fey Napoleon Sheriff's Sale in the amount of \$328.16. This should satisfy any previous costs and recent costs in this matter.

If you have any questions please feel free to contact this office.

Very Truly,

Connie Breech, Deputy

Enc.

**LETTERPRESS and PHOTO OFFSET PRINTING**  
Rear 40 West Main Street  
Bloomsburg, Pennsylvania 17815  
Phone: 717-784-1633

**When Making Remittance,  
Please Include This  
Number** .....

March 21, 1986

DATE	Our Order No.	ITEMS	Your Order No.	AMOUNT	TOTAL
3/21		2 Doz. Starbuds for Sherry Valle signed		25.00	
		Thank You!			
		Starbuds		12.50	
		Christy		12.50	
					25.00

Ans 42  
5/1/17

PLEASE PAY FROM THIS INVOICE  
WE DO NOT SEND MONTHLY STATEMENTS

COPY - Shreff

MICHAEL J. IREY

Attorney at Law  
233 MARKET STREET  
P.O. BOX 281  
BLOOMSBURG, PA 17815  
717-784-8853

It is hereby certified  
that the within is a  
true and correct copy  
of the original filed  
in this action.

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH  
vs. : CIVIL ACTION - MORTGAGE  
FORECLOSURE  
ROBERT L. CHRISTY, JR., and : NO. 2 OF 1986, E.D.  
KRISTI FEY NAPOLEON, his wife, :  
Defendants. : NO. 915 OF 1985, J.D.

ORDER OF COURT

AND NOW, to wit, this 14<sup>th</sup> day of March, 1986, upon  
consideration of the within Motion, it is hereby ORDERED and  
DECREED that the Sheriff's Sale scheduled in the above captioned  
matter for Thursday, March 27, 1986, at 10:15 A.M. in the  
Columbia County Sheriff's Office, Bloomsburg, Pennsylvania,  
is hereby stayed, and it is further directed that the Columbia  
County Sheriff shall reschedule the Sheriff's Sale in this  
matter and shall serve the Writ of Execution and/or Notice of  
Sheriff's Sale on the Defendants and reputed property owners  
pursuant to the Pennsylvania Rules of Civil Procedure.

BY THE COURT:

S/ Jay W. Myers P.J.

A true and correct copy certified  
from the records this 17<sup>th</sup> day of  
March 1986.  
Jamie B. Kline  
Prothonotary

RECEIVED IN CLERK'S OFFICE

MAR 13 2 26 PM '86

Copy - Shreff

MICHAEL J. IREY

Attorney at Law

233 MARKET STREET

P.O. BOX 281

BLOOMSBURG, PA 17815

717-784-8853

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Sheriff's Sale on the Defendants and reputed property owners  
pursuant to the Pennsylvania Rules of Civil Procedure.

BY THE COURT:

S/ Jay W. Myers P.J.

A true and correct copy certified  
from the records this 17<sup>th</sup> day of  
March, 1986.  
Jamie B. Blines  
Prothonotary

RECORDED  
MAR 13 2 26 PM '86

SHERIFF'S SALE  
DISTRIBUTION SHEET

Bloomsburg Bank-Columbia Trust Co.VS. Christy, Robert L. & Napoleon, Kristi

NO. 2 JD DATE OF SALE: April 24, 1986  
NO. 2 of 1986 ED

Bid Price	\$ 16,000.00	
Poundage	320.00	
Transfer Taxes	-0-	
Total Needed to Purchase		\$ 16,320.00
Amount Paid Down Advance		500.00
Balance Needed to Purchase	Total Cost 1213.63	713.63
	Less Adv. 500.00	

EXPENSES:

Columbia County Sheriff - Costs	\$ 151.25	
Poundage	320.00	\$ 471.25
Press-Enterprise		328.16
Henry Printing		49.75
Solicitor		30.00
Columbia County Prothonotary		20.00
Columbia County Recorder of Deeds - Deed copy work		18.50
Realty transfer taxes		-0-
State stamps		
Tax Collector ( D. Stoneham, Benton Twp. )		50.56
Columbia County Tax Assessment Office		241.41
State Treasurer		4.00
Other:		
TOTAL EXPENSES		\$ 1213.63

Total Needed to Purchase	\$ 1213.63
Less Expenses	
Net to First Lien Holder	\$ 1213.63
Plus Deposit	
Total to First Lien Holder	Less Advance 500.00
	Due From Lien Holder 713.63

To the Honorable, the Judges within named:

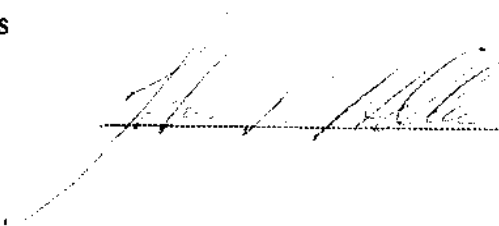
I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on Thursday the Twenty-fourth day of April 1986, 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 Bloomsburg Bank Columbia Trust Company, Bloomsburg, Pa.

for the price or sum of One Thousand Two Hundred Thirteen Dollars and Sixty-three cents (\$1213.63) 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 See Attached Distribution Schedule

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

SHERIFF'S SALE  
DISTRIBUTION SHEET

Bloomsburg Bank-Columbia Trust Co. VS. Christy, Robert L. & Napoleon, Kristi

NO. 2 JO      DATE OF SALE: April 24, 1986  
NO. 2 of 1986 ED

Bid Price	\$ 16,000.00	
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State Treasurer		4.00
Other:		
TOTAL EXPENSES		\$ 1213.63

Total Needed to Purchase		\$ 1213.63
Less Expenses		
Net to First Lien Holder		\$ 1213.63
Plus Deposit		
Total to First Lien Holder	Less Advance	500.00
	Due From Lien Holder	\$ 713.63



SHERIFF'S SALE  
FINAL COST SHEET

Bloomsbury BK. - Columbia Trust vs. Christy, Robert L. et  
al. 2 of 1986 Napolean, Kristi

DATE OF SALE: 4-24-86

Sales Price	\$ 16,000.00
Total Costs	* 593.63
Prorogage	320.00
2% Transfer Tax	
Misc. Costs	

TOTAL NEEDED TO PURCHASE

\$17,213.63  
- 16,000.00  
1,213.63

PROPERTY(S): Bloomsbury Bank - Columbia Trust  
Company

DATE(S) OF DEED:

SELLER(S) SIGNATURE(S): Michael J. Jue, Atty for BBCT

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S): Adv. Dep. \$ 500.00

\$ 713.63

SHERIFF'S SALE  
DISTRIBUTION SHEET

Bloomsburg Bank-Columbia Trust Co. VS. Christy, Robert L. & Napoleon, Kristi

NO. 2 JD DATE OF SALE: April 24, 1986  
NO. 2 of 1986 ED

Bid Price	\$ 16,000.00	
Poundage	320.00	
Transfer Taxes	-0-	
Total Needed to Purchase		\$ 16,320.00
Amount Paid Down Advance		500.00
Balance Needed to Purchase	Total Cost 1213.63	713.63
	Less Adv. 500.00	

EXPENSES:

Columbia County Sheriff - Costs	\$ 151.25	
Poundage	320.00	\$ 471.25
Press-Enterprise		328.16
Henry Printing		49.75
Solicitor		30.00
Columbia County Prothonotary		20.00
Columbia County Recorder of Deeds - Deed copy work		18.50
Realty transfer taxes		-0-
State stamps		
Tax Collector ( D. Stoneham, Benton Twp. )		50.56
Columbia County Tax Assessment Office		241.41
State Treasurer		4.00
Other:		
TOTAL EXPENSES		\$ 1213.63

---

Total Needed to Purchase	\$ 1213.63
Less Expenses	
Net to First Lien Holder	\$ 1213.63
Plus Deposit	500.00
Total to First Lien Holder	\$ 713.63
Less Advance	
Due From Lien Holder	

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

February 12, 1986

Press Enterprise

Dear Sir:

Please advertise the Sheriff Sale for Ash and Christy  
in the appropriate place of paper on the following dates  
March 6, 13, and 20th.

John R. Adler  
Sheriff of Columbia County

SHERIFF'S SALE - COST SHEET

Bleasbury Bank - Columbia Co. vs. Christy, Robert L. +  
 NO. 2 of 1786 Napoleon, Kristi

DATE OF SALE: 4-24-86

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14. -</u>
Service	<u>14. -</u>
Mailing	<u>18. -</u>
Advertising, Sale Bills & Newspapers	<u>18. -</u>
Posting Handbills	<u>14. -</u>
Mileage	<u>26.25</u>
Crying/Adjourn of Sale	<u>7. -</u>
Sheriff's Deed	<u>16. -</u>
Distribution	<u>4. -</u>
Other <u>Deposited Bank Co (1) - \$5; Copies #12,</u>	<u>20. -</u>
<u>Deposited Phila (2) - \$10</u>	
TOTAL	\$ <u>151.25</u>

Press-Enterprise, Inc.	\$ <u>328.16</u>
Henrie Printing	<u>49.75</u>
Solicitor's Services	<u>30.00</u>
TOTAL	\$ <u>407.91</u>

PROTHONOTARY: Liens List	\$ <u>16.00</u>
Deed Notarization	<u>5.00</u>
Other <u>Section 1001</u>	<u>5.00</u>
TOTAL	\$ <u>26.00</u>

RECORDER OF DEEDS: Copywork	\$ <u>5.00</u>
Deed	<u>13.50</u>
Other	
TOTAL	\$ <u>18.50</u>

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19 <u>86</u> - <u>Antenna twp</u>	\$ <u>50.50</u>
School Taxes, District <u>19</u> , 19 <u>85</u>	
Delinquent Taxes, 19 <u>85</u> , 19 <u>86</u> , 19 <u>87</u> (Total Amts.)	<u>241.97</u>
TOTAL	\$ <u>291.97</u>

MUNICIPAL RENTS:

Sewer - Municipality	19 <u>86</u>	\$	
Water - Municipality	19 <u>86</u>	\$	
TOTAL		\$	

SURCHARGE FEE: (State Treasurer)	\$ <u>4.00</u>
----------------------------------	----------------

MISCELLANEOUS:	\$	
TOTAL	\$	
TOTAL COSTS	\$ <u>792.20</u>	

BLOOMSBURG BANK-COLUMBIA TRUST  
COMPANY,

Plaintiff,

vs.

ROBERT L. CHRISTY, JR., and  
KRISTI FEY NAPOLEON, his wife,  
Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - MORTGAGE FORECLOSURE  
:  
:  
: NO. 2 OF 1986, E.D.  
:  
: NO. 915 of 1985, J.D.

AFFIDAVIT OF SERVICE  
OF NOTICE OF SHERIFF'S SALE

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF COLUMBIA )

: ss

MICHAEL J. IREY, ESQUIRE, being duly sworn according to law depose and say that I am the attorney for the Plaintiff in the above captioned Mortgage Foreclosure Action and that on April 11, 1986, I mailed by regular mail, postage prepaid, and by Certified Mail, return receipt requested, a copy of the attached Notice of Sheriff's Sale to the following individuals:

Ms. Ada M. Gingher  
R. D. #2  
Benton, PA 17814

Mrs. Cecile Knorr  
747 Poplar Street  
Bloomsburg, PA 17815

A copy of the aforesaid Notice of Sheriff's Sale is attached hereto and made a part hereof as "Exhibit A".

The mailing receipt and return receipt for the aforesaid Certified Mail are attached hereto and made a part hereof as "Exhibit B".

  
MICHAEL J. IREY, ESQUIRE

Sworn to and subscribed before  
me this 17<sup>th</sup> day of April,  
1986.



Notary Public  
My Commission expires: 11/8/86

TRUDI NORCE, Notary Public  
Berwick, Columbia County, Pa 18603  
My Commission Expires Nov. 8 1986

FILED  
SEATTLE COUNTY CLERK'S OFFICE  
APR 21 3 39 PM '86

SHERIFF'S SALE

By virtue of Writ of Execution No. 2 of 1986, E.D., 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 Courthouse, Bloomsburg, Pennsylvania, on Thursday, April 24, 1986, at 10:00 o'clock A.M., all the right, title and interest of the Defendants, Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, in and to:

ALL THAT CERTAIN PIECE or parcel of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and N. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S81-30E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P.P.&L. property, now Laubach; thence along said lands South seventeen degrees West (S17 - 00W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Brobst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55") for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N 23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West (N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on record in Columbia County Deed Book 121, page 453.

NOTICE is hereby given to all claimants and parties in interest that the Sheriff will on May 1, 1986,

"EXHIBIT A"

file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of Bloomsburg Bank-Columbia Trust Company, Plaintiff, vs. Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, Defendants, filed to No. 915 of 1985, J.D.

SAID PREMISES WILL BE SOLD BY:

JOHN R. ADLER  
SHERIFF OF COLUMBIA COUNTY

MICHAEL J. IREY, ATTORNEY

P 331 461 534

RECEIVED BY ADDRESSEE

Ms. Ada M. Gingher

R.D.#2

Benton, PA 17814

22  
145



PS Form 3811, July 1983 447-845

<b>SENDER: Complete items 1, 2, 3 and 4.</b> Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. <u>The return receipt fee will provide you the name of the person delivered to and the date of delivery.</u> For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.	
1. <input type="checkbox"/> Show to whom, date and address of delivery.	
2. <input type="checkbox"/> Restricted Delivery.	
3. Article Addressed to: Ms. Ada M. Gingher R. D. #2 Benton, PA 17814	
4. Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail	Article Number P 331 461 534 <input type="checkbox"/> Insured <input type="checkbox"/> COD
Always obtain signature of addressee or agent and <b>DATE DELIVERED.</b>	
5. Signature - Addressee X <i>Ada M. Gingher</i>	
6. Signature - Agent X	
7. Date of Delivery <i>4-12-86 sep.</i>	
8. Addressee's Address (ONLY if requested and fee paid)	

DOMESTIC RETURN RECEIPT



P 331 461 535

RECEIPT FOR CERTIFIED MAIL

Mrs. Cecile Knorr  
747 Poplar Street  
Bloomsburg, PA 17815



PS Form 3811, July 1983 447-845

SENDER: Complete items 1, 2, 3 and 4.

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☐ Show to whom, date and address of delivery.
2. ☐ Restricted Delivery.

3. Article Addressed to:

Mrs. Cecile Knorr  
747 Poplar Street  
Bloomsburg, PA 17815

4. Type of Service:

- |   |                                  |
|---|----------------------------------|
| <input type="checkbox"/> Registered           | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD     |
| <input type="checkbox"/> Express Mail         |                                  |

Article Number

P 331 461 535

Always obtain signature of addressee or agent and  
DATE DELIVERED.

5. Signature — Addressee

X

6. Signature — Agent

X

7. Date of Delivery

8. Addressee's Address ONLY if requested and fee paid

## SHERIFF'S RETURN

3

Bloomsburg Bank Columbia Trust Co.

PLAINTIFF

vs.

Robert L. Christy, Jr., and  
Kristi Fey Napoleon, his wife

DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 2 CD Term, 19.86

WRIT of Execution

ISSUED 1/20/86

NOW, March 4, 1986, I, John R. AdlerHigh Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Philadelphia

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Kristi Fey Napoleon, 238 Lyceum Street, Phila. 19128John R. Adler

Sheriff, Columbia County, Pennsylvania

By \_\_\_\_\_

Connie Breech Deputy Sheriff

## AFFIDAVIT OF SERVICE

NOW, \_\_\_\_\_ 19, \_\_\_\_\_, at \_\_\_\_\_ O'Clock \_\_\_\_\_ M, served the  
within \_\_\_\_\_ upon \_\_\_\_\_  
at \_\_\_\_\_ by handing to\_\_\_\_\_ a true and attested copy of the  
original \_\_\_\_\_ and made known to \_\_\_\_\_ the contents thereof.

Sworn and Subscribed before me

So Answers,

this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Sheriff\_\_\_\_\_  
Prothonotary

BY: \_\_\_\_\_

\_\_\_\_\_  
Deputy Sheriff19, \_\_\_\_\_, See return endorsed hereon by Sheriff of  
County, Pennsylvania, and made a part of this return

So Answers,

\_\_\_\_\_  
Sheriff\_\_\_\_\_  
Deputy Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

March 13, 1986

Press-Enterprise, Inc.  
Lackawanna Avenue  
Bloomsburg, PA 17815

Attention: Susan Shotwell

Re: Christy Sale

Gentlemen:

Per my phone call to your office yesterday, we have cancelled the Christy Sale advertisements scheduled for March 13 and 20.

We have had to reschedule this sale for April 24, 1986, from the original date of March 27, 1986. Therefore, enclosed is the copy with the new dates written on it.

This notice should now be run on April 13, April 10, and April 17, 1986.

If you have any questions, please feel free to call me.

Very truly yours,

Connie Breech  
Deputy

Enc.

State of Pennsylvania }  
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank E. Brown~~, 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

Robert L. Christy, Jr. and Kristi Fey Napoleon

and find as follows:

See photostatic copies attached.

Fee . \$5.00 .....

In testimony whereof I have set my hand and  
seal of office this 20th day of March  
A.D., 19 86.

...*Beverly J. Michael*...RECORDER

# MORTGAGE

THIS MORTGAGE is made this 24 day of August 1983 between the Mortgagor, ROBERT L. CHRISTY, JR. and KRISTI FEY NAPOLEON, HIS WIFE, (herein "Borrower"), and the Mortgagee, BLOOMSBURG BANK, COLUMBIA TRUST COMPANY, a corporation organized and existing under the laws of COMMONWEALTH OF PENNSYLVANIA, whose address is 11 WEST MAIN STREET, BLOOMSBURG, PENNSYLVANIA 17815 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-THREE THOUSAND SIX HUNDRED TWENTY-FIVE (\$23,625.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 26, 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 August 26, 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 or parcel of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and M. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S81-30E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P. P. & L. property, now Laubach; thence along said lands South seventeen degrees West (S 17 - 00W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12 W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Brobst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55") for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West ( N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all Three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on recorded in Columbia County Deed Book 121, page 453.

BEING the same premises which Ada M. Gingham, widow, by deed dated August 1983 and to be recorded simultaneously with this mortgage, granted and conveyed unto Robert L. Christy, Jr. and Kristi Fey Napoleon, his wife, mortgagors herein.

which has the address of R. D. #2, Benton, PA 17814 (Street) (City)  
..... (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 seised 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.

## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 26 day of August, 19 83, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note to Bloomshug Bank-Columbia Trust Company (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at:

R.D.#2 Benton, PA 17814

(Property Address)

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 12%. Sections 4 through 8 of the Note provide for changes in the interest rate and the monthly payments, as follows:

### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the 26 day of August, 19 88, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

#### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 5 years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five percentage points (5 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation is called the "Full Payment Amount," and it will be the new amount of my monthly payment.

#### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

### 5. FINAL MONTHLY PAYMENTS

Beginning with the first monthly payment after the last Change Date, I will pay the Full Payment Amount as my monthly payment.

### 6. NOTICE OF CHANGES

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice."

### 8. CHARGES; LIENS

Uniform Covenant 4 of the Security Instrument is amended to read as follows:

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 Security Instrument, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereoff 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 Security Instrument; provided, that Borrower shall not be required to discharge any such lien so long as the Borrower: (a) shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender; (b) shall in good faith contest such lien by, or defend against enforcement of such lien in, legal proceedings which in the opinion of Lender operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof; or (c) shall secure from the holder of such lien an agreement in a form satisfactory to Lender subordinating such lien to this Security Instrument.

If Lender determines that all or any part of the Property is subject to a lien which may attain a priority over this Security Instrument, Lender shall send Borrower notice identifying such lien. Borrower shall satisfy such lien or take one or more of the actions set forth above within ten days of the giving of notice.

#### C. NOTICE

Uniform Covenant 14 of the Security Instrument is amended to read as follows:

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 Security Instrument shall be given by delivering it or by mailing it by first class mail addressed to the 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 first class mail to Lender's address stated herein to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

#### D. UNIFORM SECURITY INSTRUMENT; GOVERNING LAW; SEVERABILITY

Uniform Covenant 15 of the Security Instrument is amended to read as follows:

15. Uniform Security Instrument; Governing Law; Severability. This form of Security Instrument 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 Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision, and to end the provisions of this Security Instrument and the Note are declared to be severable.

#### E. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is not authorized by Federal Law.

If Lender exercised 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.

#### F. COVENANT DELETED

Non-Uniform Covenant 21 of the Security Instrument ("Future Advances") is deleted.

#### G. LOAN CHARGES

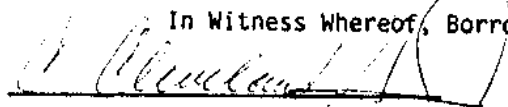
If the loan secured by the Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed permitted limits, then: (1) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

H. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph H) unenforceable according to their terms, or all or any part of the sums secured hereby uncollectable, as otherwise provided in the Security Instrument and this Adjustable Rate Rider, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable.

The precise Address of the Mortgagee is: Bloomsburg Bank-Columbia Trust Company, Bloomsburg, Pennsylvania 17815 on behalf of the Mortgagee.

In Witness Whereof, Borrower has executed this Adjustable Rate Rider.





(Seal)  
Borrower



(Seal)  
Borrower

\_\_\_\_\_

(Seal)  
Borrower

(Sign Original Only)



**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 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 Borrower.

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.

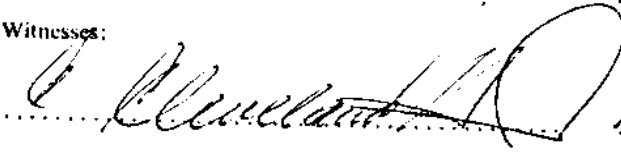
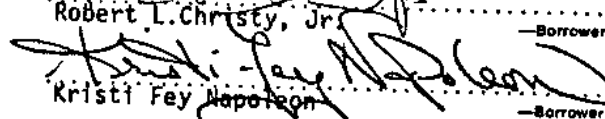
21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured 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:

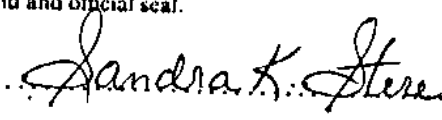
  
Robert L. Christy, Jr. —Borrower  
  
Kristi Fey Napoleon —Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 26<sup>th</sup> day of August, 1983, before me, a Notary Public, the undersigned officer, personally appeared Robert L. Christy, Jr. and Kristi Fey Napoleon, his wife, known to me (or satisfactorily proven) to be the person(s) whose name(s) are 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:  
SANDRA K. STERE, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires July 25, 1985



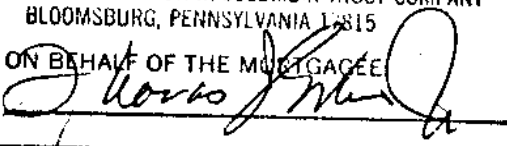
Title of Officer



THE PRECISE ADDRESS OF THE MORTGAGEE IS:

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY  
BLOOMSBURG, PENNSYLVANIA 17815

ON BEHALF OF THE MORTGAGEE

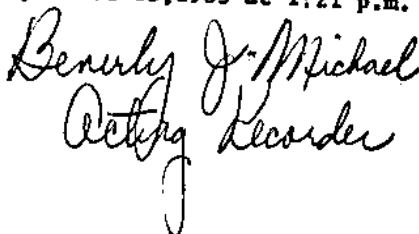


(Space Below This Line Reserved For Lender and Recorder)

Recorded in Columbia County

Record Book 323, page 298 on

September 15, 1983 at 1:21 p.m.

  
Acting Recorder

BOOK 323 PAGE 304

FILED  
RECORDED  
COLUMBIA CO. PA.  
SEP 13 1983  
12:00 PM '83  
J. G. M.

# MORTGAGE

THIS MORTGAGE is made this 19th day of October, 1983 between Robert L. Christy, Jr. and

Kristi Fey Napoleon

whose address is RD 2, Box 90, Benton, Pa. 17814  
(hereinafter, whether one or more, called "Borrower") and BLOOMSBURG BANK - COLUMBIA TRUST CO. (whose address is Bloomsburg, Pennsylvania 17815, hereinafter called "Lender") in

consideration for and to secure payment to Lender by Borrower of a loan and any interest and costs due thereon evidenced by a note dated October 19, 1983

with (applicable box checked) ☒ a total of payments of \$ 3909.60 ☐ an amount financed of \$ \_\_\_\_\_ (and/or any modification, refinancing, or extension thereof and any other loan note or other agreement which may be substituted therefor, any or all of which are hereinafter called "Note"); and the payment of all other sums, with the interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and performance of all conditions, covenants and obligations contained herein and in the Note and any other loans or other obligations of Borrower to Lender now existing or hereafter incurred, Borrower does by these presents grant, bargain, sell, convey and mortgage unto Lender, ALL the following

described real estate situated in the (City/Township/Borough) of Benton Twp. Commonwealth of Pennsylvania (hereinafter called "Property") known and designated as

RD 2, Box 90

Benton

Columbia

Pennsylvania, more

particularly described in the Deed recorded in the Office for the Recording of Deeds in said County in Deed Book No. 323, Page 296 and, if necessary, as more particularly described on the reverse side hereof.

TOGETHER with all the buildings and improvements thereon and additions and alterations thereto, including all alleys, passageways, rights, liberties, hereditaments and appurtenances, easements, rights of way, profits, fixtures, rents, royalties and any other income derived from the Property, together with any of the aforementioned acquired after the date this Agreement is executed, all the above together referred to as the "Property"

TO HAVE AND TO HOLD the Property hereby granted and conveyed unto Lender, to and for the use and behoof of Lender forever.

THIS MORTGAGE IS MADE subject to the following conditions, covenants and obligations:

- Borrower will make all payments on the due dates in the Note, including payments due by acceleration of maturity, and perform all other conditions, covenants and obligations as required or provided herein or in the Note, and further will make all payments of interest and principal on any further advance made to Borrower by Lender under the terms of this Mortgage; and
- Borrower covenants and warrants that Borrower has fee simple title to the Property and the right to mortgage the Property, and grants to Lender a general warranty of title excepting those items listed on Lender's title insurance policy, if any; and
- Borrower will pay when due all taxes and assessments against the Property or any part thereof, and will deliver receipts therefor to the Lender upon request and shall pay when due all amounts secured by any prior lien on the Property. Borrower and Lender hereby agree that Lender, at its option, may collect an amount equal to 1/12 the estimated total of the above each month as further security and such amounts shall not be considered trust funds and they shall not bear interest; and
- Borrower will keep the Property insured as may be required by Lender and the policies and renewals evidencing such insurance shall have attached thereto a standard mortgage loss payable clause(s) in the form acceptable to Lender. Such insurance shall include, but shall not be limited to, "extended coverage" hazard insurance. In the event of cancellation of such insurance, Borrower hereby assigns to Lender any unearned insurance premiums pertaining to such insurance. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Lender is authorized to collect and apply the insurance proceeds at Lender's option, either in restoration or repair of the Property or to the sums secured by this Mortgage; and
- Borrower will neither commit nor suffer any strip, waste, impairment or deterioration of the Property and will maintain the Property in good order and repair; and
- Borrower will not sell, convey, transfer, assign or encumber the Property or any interest therein without the prior written consent of Lender; and
- If Borrower fails to perform the covenants and agreements contained in this Mortgage, or the Note, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to the Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, at the note rate, 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. Nothing in this paragraph shall require Lender to incur any expenses to take any action hereunder; and
- Unless otherwise agreed to by Lender and Borrower, in the event the Property is wholly or partially condemned by any governmental authority by eminent domain or otherwise, Lender is entitled to receive the proceeds of all awards or claims for damages resulting from the condemnation, such funds to be used to reduce indebtedness of Borrower hereunder, whether or not then due; and
- In the event that Borrower defaults in the making of any payment due and payable under the Note, or in the keeping and performance of any of the conditions, covenants and obligations contained herein or in the Note, or in the event of any transfer, sale or other disposition of the Property, whether voluntary or by court order, Lender may, to the extent permitted by applicable law, (i) forthwith bring an action of mortgage foreclosure herein or institute other foreclosure proceedings upon this Mortgage or on the Note, and may proceed to judgment and execution to recover the balance due on the Note and any other sums that may be due thereunder, including reasonable attorney's fees, costs of suit, and costs of sale and any such judgment shall bear interest at the Annual Percentage Rate of the Note until the full amount due Lender is actually paid by the sheriff or otherwise, or (ii) enter into possession of the Property, with or without legal action, lease the Property, collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, and other necessary maintenance and operation costs (including agents' fees and attorney's fees) or on account of Borrower's obligation on the Note, in such order and amount as Lender in its sole discretion may elect and Lender shall be liable to account only for rents and profits it actually receives, or (iii) accelerate the balance due or take any one or more of the foregoing actions; and
- To the extent permitted by law, Borrower hereby waives and releases all benefit and relief from any and all appraisal, stay and exemption laws now in force or hereafter passed, either for the benefit or relief of Borrower, or limiting the balance due under the Note to a sum not in excess of the amount actually paid by the purchaser of the Property at a sale thereof in any judicial proceedings upon the Note or upon this Mortgage, or exempting the Property or any other property, real or personal, or any part of the proceeds of sale thereof, from attachment, levy, or sale under execution, or providing for any stay of execution or other process; and
- Lender's rights under this Mortgage are cumulative. Lender's failure to exercise any or all of the above remedies shall not be construed as a waiver thereof; and
- Any notices that are required pursuant to this Mortgage or by law shall be sent to the addresses listed in the caption of this Mortgage, unless notice of change of address is sent to the party obligated to send the notice; and
- This Mortgage is governed by the law of Pennsylvania. In the event that any term hereof conflicts with the law and is ineffective by reason thereof, the remaining portion of the Mortgage shall remain in full force and effect.

BUT ALWAYS PROVIDED, nevertheless, that if Borrower pays or causes this Mortgage and the debt hereby secured to be paid in full in the manner provided in the Note and this Mortgage, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants and conditions herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, 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 be applicable to all genders. All covenants and agreements of Borrower shall be joint and several.

Payment of this Mortgage is subject to the terms and conditions of the Note of even date between Borrower and Lender.

IN WITNESS WHEREOF, the Borrower has hereunto set his (her) hand and seal the day and year first above written. Signed, sealed and delivered in the presence of:

[Signature] (SEAL)  
Witness  
[Signature] (SEAL)  
Exact Signature of Borrower  
Kristi Fey Napoleon (SEAL)  
Exact Signature of Borrower

NON-COMAKER OWNER OF INTEREST IN THE PROPERTY: In consideration for credit extended to Borrower, I (we) hereby mortgage, grant and convey my (our) interest in the Property to Lender under the terms of this Mortgage except that I (we) shall not be personally liable on the Note or under this Mortgage or any future notes secured by this Mortgage, unless executed by me (us). I (we) agree that Lender may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note or any future notes secured by this Mortgage without my (our) consent and without releasing me (us) or modifying this Mortgage as to my (our) interest in the Property.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) the day and year first above written. Signed, sealed and delivered in the presence of:

Witness  
[Signature] (SEAL)  
Witness  
[Signature] (SEAL)

NON-COMAKER NON-OWNER JOINDER OF SPOUSE IN MORTGAGE: In consideration for credit extended to Borrower, I, as the spouse of Borrower, hereby mortgage, grant and convey my interest in the Property to Lender under the terms of this Mortgage, except that I shall not be personally liable on the Note or under this Mortgage or any future notes secured by this Mortgage, unless executed by me. I agree that Lender may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note or any future notes secured by this Mortgage without releasing me or modifying this Mortgage as to my interest in the Property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day first above written. Signed, sealed and delivered in the presence of:

Witness  
[Signature] (SEAL)  
Witness  
[Signature] (SEAL)

CB 8

# MORTGAGE

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Columbia

On this 19th day of October 19 83, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert L. Christy, Jr. and Kristi Fay Napoleon known to me (or satisfactorily proven) to be the persons) whose names are subscribed to the Mortgage which appears on the reverse hereof and acknowledged execution thereof for the purposes therein contained and desired that it be recorded as such. WITNESS my hand and notarial seal the day and year aforesaid.

Sandra K. Stene  
Notary Public  
Sandra K. Stene, Notary Public  
Bloomsburg, Columbia Co., Pa.  
My Commission Expires July 25, 1985



## CERTIFICATE OF RESIDENCE

The Address of the within named Lender is  
11 West Main, Box 240  
Bloomsburg, Pennsylvania 17815  
On Behalf of the Lender:

Dee K. Kinsley Asst. Treas.

RECORDED  
OCT 20 1983  
TAX \$50.00  
FOLIO 45, 86  
OCT 16 12:41 PM '83

*Sandra K. Stene*

RECORDER

COMMONWEALTH OF PA. COUNTY OF Columbia 12/4 P.M.	
RECORDED on this 26th day of October 1983 in the Office for the Recording of Deeds of said County, in Atty. Book No. 324, Page 1072	RECORDED
Mortgaged Premises:	
BLOOMSBURG BANK - COLUMBIA TRUST COMPANY MORTGAGES 11 West Main Street Bloomsburg, Pennsylvania 17815	
Street Address	354
City, Borough or Township	108
Post Office	108
324 PAGE 1072	



# LIST OF LIENS

## VERSUS

Robert L. Christy, Jr. & Kristi Fey Napoleon, his wife

Court of Common Pleas of Columbia County, Pennsylvania.

Ada M. Gingher

versus

Robert L. Christy, Jr. &

Kristi Fey Napoleon

No. 1025 of Term, 1983  
Real Debt ||\$ 2,875.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien September 15, 1983  
Nature of Lien Judgment Note

Dept. Of Public Welfare

versus

Kristi Fey Napoleon

No. 302 of Term, 1985  
Real Debt ||\$ 5,000.00  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien March 15, 1985  
Nature of Lien Reimbursement Agreement

Bloomsburg Bank-Columbia Trust Co.

versus

Robert L. Christy, Jr. and

Kristi Fey Napoleon

No. 915 of Term, 1985  
Real Debt ||\$ 28,004.84  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien January 10, 1986  
Nature of Lien Default Judgment

versus

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

versus

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

# MORTGAGE FORECLOSURE CHECKLIST

PLAINTIFF: Bloomington Bank & Co. Trust  
 DEFENDANT/OWNER: Christy, Robert L. Jr.  
Kristi Fer Napoleon his wife  
 FILE NO.: 2 of 1986 EP 915 of 1985 JD

PROCEDURE	DATE STARTED	DATE COMPLETED
1. Writ received and stamped		1/20/86
2. Expando set up	1/23/86	1/28/86
3. Writ served and return filed	Served - Napoleon - posted on house - 1-28-86	
4. Sale date set	1/28/86	
5. Posters printed	Took to printer 1-28-86	Rec'd 2-3-86
6. Title searches commissioned	2-4-	
7. Property posted		2-13-86
8. Notices sent to:		
A. Defendant		
B. Owner		
C. Lien holders		
(Affidavit of Service filed)		
9. Contact Press-Enterprise for advertising		2-13-86
10. Sale held		
11. Distribution prepared and filed		
12. Distribution made		
13. Prepare and record deed and transfer tax affidavit		
14. Return made to Prothonotary		

*Handwritten notes:*  
 Deposition filed 1-28-86  
 Deposition filed 1-28-86



BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
 : COLUMBIA COUNTY BRANCH, PENNA.  
Plaintiff, : CIVIL ACTION - MORTGAGE  
 : FORECLOSURE  
vs. :  
 :  
ROBERT L. CHRISTY, JR., and : No 2 OF 1986, E.D.  
KRISTI FEY NAPOLEON, his :  
wife, :  
 :  
Defendants. : NO. 915 OF 1985, J.D.

AFFIDAVIT OF NONMILITARY SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA)  
: ss  
COUNTY OF COLUMBIA )

MICHAEL J. IREY, ESQUIRE, being duly sworn according to law, depose and say that upon request of the above named Plaintiff, Bloomsburg Bank-Columbia Trust Company, I did investigate the status of the above named Defendants, Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally and aver that said Defendants are not now, nor were they, within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Civil Relief Act of 1940.

  
MICHAEL J. IREY, ESQUIRE

Sworn to and subscribed before me  
this 20<sup>th</sup> day of January, 1986.

Wade Darr

Notary Public  
My Commission expires: 11-8-86

FRUDI NORCE, Notary Public  
Berwick, Columbia County, Pa 18603  
My Commission Expires Nov. 8, 1986

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

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

NO. 3 of 1986

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

On February 13, 1986, at 1:00 p.m. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Robert L. Christy & Krisit Napoleon, his  
wife  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF James Dent & Dan McGaw

SO ANSWERS:

Connie Breech  
Deputy Sheriff  
Connie Breech

FOR:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me this  
25th day of February, 1986

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

PROTH. & CLK. OF SEV. COURTS  
BLOOMSBURG, PA. 17815

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO. 2 of 1986

WRIT OF EXECUTION

SERVICE ON Kristi Fey Napoleon

ON January 28, 1986, AT 4:45 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, Kristi Fey Napoleon at R. D. #2,  
Benton, Pa. (by posting on house) 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:

Connie Breech  
Deputy Sheriff  
Connie Breech

For:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 25<sup>th</sup> day of February, 1986  
Tami B. Kline  
Notary Public  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania  
PROTH. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st NOV. JAN 1, 1988

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
 COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
 Plaintiff, : COLUMBIA COUNTY BRANCH  
 : CIVIL ACTION - MORTGAGE  
 vs. : FORECLOSURE  
 :  
 ROBERT L. CHRISTY, JR., and : NO. 2 OF 1986, E.D.  
 KRISTI FEY NAPOLEON, his wife, :  
 Defendants. : NO. 915 OF 1985, J.D.

ORDER OF COURT

AND NOW, to wit, this 14<sup>th</sup> day of March, 1986, upon consideration of the within Motion, it is hereby ORDERED and DECREED that the Sheriff's Sale scheduled in the above captioned matter for Thursday, March 27, 1986, at 10:15 A.M. in the Columbia County Sheriff's Office, Bloomsburg, Pennsylvania, is hereby stayed, and it is further directed that the Columbia County Sheriff shall reschedule the Sheriff's Sale in this matter and shall serve the Writ of Execution and/or Notice of Sheriff's Sale on the Defendants and reputed property owners pursuant to the Pennsylvania Rules of Civil Procedure.

BY THE COURT:

s/ Jay W. Myers P.J.

A true and correct copy certified  
 from the records this 17<sup>th</sup> day of  
March 1986.  
Jami B. Kline  
 Prothonotary

RECORDED & INDEXED

MAR 13 2 26 PM '86

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	CIVIL ACTION - MORTGAGE
	:	FORECLOSURE
vs.	:	NO. <u>2</u> OF 1986, E.D.
	:	
ROBERT L. CHRISTY, JR., and	:	
KRISTI FEY NAPOLEON, his wife,	:	NO. 915 OF 1985, J.D.
Defendants.	:	

MOTION FOR STAY AND  
RESCHEDULING OF SHERIFF'S SALE

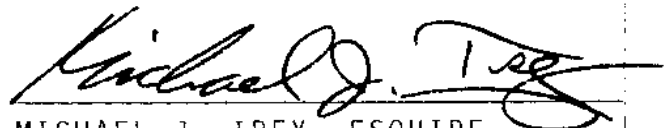
The Plaintiff, Bloomsburg Bank-Columbia Trust Company, by its attorney, Michael J. Ireys, Esquire, files this Motion and in support thereof alleges as follows:

1. That a Writ of Execution was issued to the Columbia County Sheriff pursuant to the judgment entered in favor of the above named Plaintiff against the above named Defendants in the above captioned action.
2. That pursuant to said Writ of Execution, the Columbia County Sheriff levied on the real estate described therein and scheduled a Sheriff's Sale for said property for Thursday, March 27, 1986, at 10:15 A.M. in the Columbia County Sheriff's Office.
3. That the record in this case indicates that as of the date of this Motion, the Columbia County Sheriff's Department has been unable to make service of the Writ of Execution and/or Notice of Sheriff's Sale on the above named Defendants who are also the reputed owners of the property subject to the Sheriff's Sale as required under the Pennsylvania

Rules of Civil Procedure.

4. That conducting the Sheriff's Sale as scheduled without having made proper service of the Writ and/or Notice of Sale on the Defendants as required under the Pennsylvania Rules of Civil Procedure would constitute a defect in the Sheriff's Sale and a basis for setting aside same.

WHEREFORE, the Plaintiff requests that an Order of Court be entered staying the Sheriff's Sale in the above captioned matter scheduled for Thursday, March 27, 1986, at 10:15 A.M. in the Columbia County Sheriff's Office, and further directing that said Sheriff's Sale be rescheduled and that the Writ of Execution and/or Notice of Sheriff's Sale be served on the Defendants and reputed property owners pursuant to the Pennsylvania Rules of Civil Procedure.



MICHAEL J. IREY, ESQUIRE  
233 Market Street  
P.O. Box 281  
Bloomsburg, PA 17815  
(717) 784-8853  
Attorney for Plaintiff,  
Bloomsburg Bank-Columbia  
Trust Company

COMMONWEALTH OF PENNSYLVANIA)

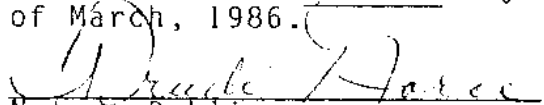
COUNTY OF COLUMBIA

: ss  
)

I, MICHAEL J. IREY, ESQUIRE, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff in the above captioned matter and that the facts set forth in the foregoing Motion are true and correct to the best of my knowledge, information and belief.

  
MICHAEL J. IREY, ESQUIRE

Sworn to and subscribed  
before me this 11 day  
of March, 1986.

  
Notary Public

My Commission expires: 11/8/86

TRUDI NORCE, Notary Public  
Berwick, Columbia County, Pa 18603  
My Commission Expires Nov. 8, 1986

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO. 2 of 1986

WRIT OF EXECUTION

SERVICE ON KRISTI FEY NAPOLEON

ON 3/22/86 and 3/27/86 AT see attached, 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, KRISTI FEY NAPOLEON at 258 LYCEUM ST.  
PHILA. PA. by CERT. MAIL AND

PERSONALLY HAND SERVING THRU PHILA. SHERIFF'S DEPT.

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

So Answers:

Conceal Bicech  
Deputy Sheriff

For:

JOHN R. ADLER  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 22nd day of April, 1986

Tami B. Kline

by: Timothy Long

Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania  
PROTH. & CLK. OF SEV. COURTS

MY COMM. EX. 1st. MON. JAN. 1, 1986



OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 380  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY, COMMON-  
WEALTH OF PENNA.

NO. 2 of 1986

WRIT OF EXECUTION .

SERVICE ON ROBERT L. CHRISTY, JR.

ON 4/9/86 AT 1030hrs, 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, ROBERT L. CHRISTY, JR. at \_\_\_\_\_  
\_\_\_\_\_ by REGULAR MAIL  
P.O. BOX 904, BUCKINGHAM, PA.

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

So Answers:

Ann B. Breech  
Deputy Sheriff

For:

JOHN R. ADLER  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 22<sup>nd</sup> day of April, 1986

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

PROTH. & CLK. OF SEV. COURTS  
MY COMM. EX. 1st MON. JAN. 1, 1988

*Bloomsburg Bank*

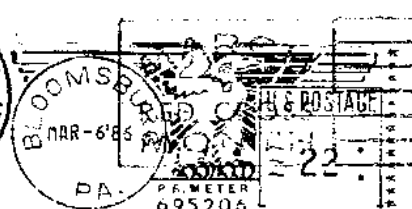
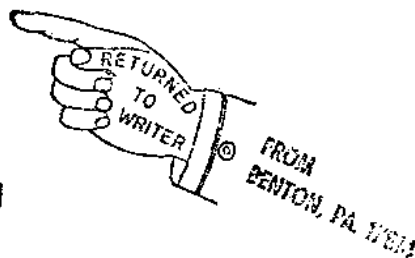


**COLUMBIA TRUST COMPANY**

BOX 240  
BLOOMSBURG, PENNSYLVANIA 17815

Installment Loan Dept.

--- ADDRESS  
CORRECTION  
REQUESTED



KRISTI FEY NAPOLEON  
ROBERT L CHRISTY JR  
RD 2, BOX 90  
BENTON, PA

258 LYCEUM AVE  
PHILDELPHIA PA 19128-4829 F2

MAR 10 '86 GLK

*Harriet  
Phila Cont*

WALKER COUNTY  
SHERIFFS OFFICE

**SENDER: Complete items 1, 2, 3 and 4.**

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.  
 2. ☐ Restricted Delivery.

## 3. Article Addressed to:

**ROBERT L. CHRISTY, JR.  
 P.O. BOX 904  
 BUCKINGHAM, PA. 18912**

## 4. Type of Service:

- ☒ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail

## Article Number:

**P621706503**

Always obtain signature of addressee or agent and  
**DATE DELIVERED.**

## 5. Signature - Addressee

**X**

## 6. Signature - Agent

**X**

## 7. Date of Delivery

## 8. Addressee's Address (ONLY if requested and fee paid)

**SENDER: Complete items 1, 2, 3 and 4.**

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for service(s) requested.

1. ☒ Show to whom, date and address of delivery.  
 2. ☐ Restricted Delivery.

## 3. Article Addressed to:

**Ms. Kristi Napoleon  
 238 Lyceum Street  
 Philadelphia, PA 19128**

## 4. Type of Service:

- ☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail

## Article Number:

Always obtain signature of addressee or agent and  
**DATE DELIVERED.**

## 5. Signature - Addressee

**X**

## 6. Signature - Agent

**X**

## 7. Date of Delivery

## 8. Addressee's Address (ONLY if requested and fee paid)

*SP he/c*

AFTER FIVE DAYS RETURN TO:

JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA. 17815

CLAIM CHECK  
NO. 132237

☐ HOLD

DATE

3/5/86

1ST NOTICE

2ND NOTICE

RETURN

Delivered from  
PS Form 3849-A  
Oct. 1980

**CERTIFIED**

P 621 706 501

**MAIL**

Unclassified \_\_\_\_\_  
Addressed incorrectly \_\_\_\_\_  
Insufficient Address \_\_\_\_\_  
No such street number \_\_\_\_\_  
No such office in state \_\_\_\_\_  
Do not remain in this envelope

Ms. Kristi Napoleon  
2518 Lyceum Street  
Philadelphia, PA 19128

CLAIM CHECK  
NO.

116217

☐ HOLD

DATE

3-27-86

1ST NOTICE

2ND NOTICE

RETURN

AFTER FIVE DAYS RETURN TO:

IN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA. 17815

**CERTIFIED**

P 621 706 503

**MAIL**

Unclassified \_\_\_\_\_  
Addressed incorrectly \_\_\_\_\_  
Insufficient Address \_\_\_\_\_  
No such street number \_\_\_\_\_  
No such office in state \_\_\_\_\_  
Do not remain in this envelope

ROBERT L. CHRISTY, JR.  
P.O. BOX 904  
BUCKINGHAM, PA.

18912

Delivered from  
PS Form 3849-A  
Oct. 1980

DATE

4-9-86

1ST NOTICE

2ND NOTICE

RETURN

CLAIM CHECK  
NO.

1172

☐ HOLD

DATE: 02/18/86  
TIME: 17:15

SHERIFF'S OFFICE LAWRENCE R. MICHAELS, SHERIFF  
ADMINISTRATION BUILDING  
DOYLESTOWN, PA 18901

BUCKS MISC DOCKET # 86 30410

LOCATION: OUT OF COUNTY

CLASS: ASSUMPSIT

\*\*\*\*\* THIS IS YOUR INVOICE \*\*\*\*\*

SHERIFF'S OFFICE  
COLUMBIA COUNTY  
BLOOMSBURG PA

17815

ATTN:MICHAEL J. IREY, ESQ.

PLAINTIFF			DEFENDANT	
BLOOMSBURG BANK	COLUMBIA TRUST	VS.	CHRISTY	ROBERT L. JR.
			HERITAGE CHEVROLET, RT # 611	
			DOYLESTOWN, PA.	18901

012886	COMPLAINT - CIVIL ACTION RECEIVED FROM COLUMBIA CO.	BJB
	MICHAEL J. IREY, ESQ.	
020686	RECEIVED IN SHERIFF'S OFFICE FOR SERVICE. TRANSACTION #1574.	BJB
	AMOUNT PAID \$24.00.	
021086	SHERIFF'S RETURN, UNDER OATH, NOT FOUND BY DEPUTY TAROSKI	AS TO REB
	DEFENDANT (ROBERT L. CHRISTY, JR.)	DEFENDANT MOVED. TO 153 E.
	5TH. BLOOMSBURY, PA.17815.	REB
021486	INVOICE MAILED TO COLUMBIA CO. MICHAEL J. IREY, ESQ.	REB
	1574.	
END OF CASE		

## SHERIFF'S RETURN

Bloomsburg Bank-Columbia Trust Co.

PLAINTIFF

vs.

Christy, Robert L., Jr.

DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 915 CD Term, 19 85

WRIT No.3 of 1986

ISSUED

NOW, January 28, 19 86, I, John R. AdlerHigh Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Bucks

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Robert L. Christy, Jr., Heritage Chevrolet, Rt. 611, Doylestown, Pa.  
Sheriff, Columbia County, Pennsylvania

By \_\_\_\_\_

Deputy Sheriff

## AFFIDAVIT OF SERVICE

NOW, \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ O'Clock \_\_\_\_\_ M, served the  
within \_\_\_\_\_ upon \_\_\_\_\_

at \_\_\_\_\_ by handing to

\_\_\_\_\_ a true and attested copy of the

original \_\_\_\_\_ and made known to \_\_\_\_\_ the contents thereof.

Sworn and Subscribed before me \_\_\_\_\_ So Answers,

this \_\_\_\_\_

day of \_\_\_\_\_ 19 \_\_\_\_\_

Sheriff

BY: \_\_\_\_\_

Prothonotary

Deputy Sheriff

19 \_\_\_\_\_, See return endorsed hereon by Sheriff of

County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
vs. : CIVIL ACTION - MORTGAGE  
 : FORECLOSURE  
 : NO. *2B* OF 1986, F.D.  
ROBERT L. CHRISTY, JR., and :  
KRISTI FEY NAPOLEON, his wife, :  
Defendants. : NO. 915 OF 1985, J.D.

WRIT OF EXECUTION

NOTICE

This is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.


If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

SUSQUEHANNA LEGAL SERVICES OR  
36 West Main Street  
Bloomsburg, PA 17815  
Telephone: (717) 784-8760

FREDERICK T. TRUMP  
Court Administrator  
Courthouse  
Bloomsburg, PA 17815  
Telephone: (717) 784-8933

  
MICHAEL J. IREY, ESQUIRE  
233 Market Street  
P.O. Box 281  
Bloomsburg, PA 17815  
(717) 784-8853  
Attorney for Plaintiff,  
Bloomsburg Bank-Columbia Trust Company



BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
vs. : CIVIL ACTION - MORTGAGE  
 : FORECLOSURE  
 : NO. 21 OF 1986, E.D.  
ROBERT L. CHRISTY, JR., and :  
KRISTI FEY NAPOLEON, his wife, :  
Defendants. : NO. 915 OF 1985, J.D.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF COLUMBIA )

TO JOHN R. ADLER, SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs against Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife, Defendants, you are directed to levy upon the property of the Defendants described in "Exhibit A" attached hereto and made a part hereof and to sell their interest therein.

Principal Amount Due \$23,290.21

Interest to 8/21/85 2,385.63

Interest from 8/21/85 to  
date of sale at \$8.09  
per day

Attorney's collection fee 2,329.00

Total \$28,004.84

Plus costs and expenses to date of sale as per  
Default Judgment

PROTHONOTARY

Dated: January 20, 1986

BY: 15/Helen K. Linn

Deputy

ALL THAT CERTAIN PLOT or parcel of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and W. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S 81-30 E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P. P. & L. property, now vacant; thence along said lands South seventeen degrees West (S 17 - 00 W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12 W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Ernst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55 W) for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N 23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West ( N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all Three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on record in Columbia County Deed Book 121, page 453.

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
vs. : CIVIL ACTION - MORTGAGE  
 : FORECLOSURE  
 : NO. 21 OF 1986, E.D.  
ROBERT L. CHRISTY, JR., and :  
KRISTI FEY NAPOLEON, his wife, :  
Defendants. : NO. 915 OF 1985, J.D.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA  
AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
vs. : CIVIL ACTION - MORTGAGE  
 : FORECLOSURE  
 :  
ROBERT L. CHRISTY, JR., and : NO. \_\_\_\_\_ OF 1986, E.D.  
KRISTI FEY NAPOLEON, his wife, :  
Defendants. : No. 915 OF 1985, J.D.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind)

.....;  
☐ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):.....

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ☐ in cash;  
☐ in kind (specify property):.....;

(b) Social Security benefits on deposit in the amount of \$.....:

(c) other (specify amount and basis of exemption):  
.....

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_, \_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for

Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_, 1986

---

(Defendant)

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF  
OF COLUMBIA COUNTY

Courthouse  
Bloomsburg, PA 17815  
Telephone: (717) 784-1991

SHERIFF'S RETURN - SUMMONS/COMPLAINT

*Philadelphia*

COMMON PLEAS NO.  
COUNTY COURT

VERSUS

TERM, 19

*Michael J. Thompson*

NO.

☐ Defendant

SERVED AND MADE KNOWN TO *Michael J. Thompson* ☐ Defendant Company  
by handing a true and attested copy of the within Summons/Complaint, issued in the above captioned matter  
on *3/21*, 19 *86*, at *11* o'clock, *11* M., E.S.T./D.S.T.  
at *1000 Locust St*, in the County of Philadelphia,  
State of Pennsylvania, to \_\_\_\_\_

- ☐ (1) the aforesaid defendant, personally;
- ☐ (2) an adult member of the family of said defendant, with whom said defendant resides, who stated that his/her relationship to said defendant is that of \_\_\_\_\_;
- ☒ (3) an adult person in charge of defendant's residence; the said adult person having refused, upon request, to give his/her name and relationship to said defendant;
- ☐ (4) the manager/clerk of the place of lodging in which said defendant resides;
- ☐ (5) agent or person for the time being in charge of defendant's office or usual place of business.
- ☐ (6) the \_\_\_\_\_ and officer of said defendant Company;

SWORN TO AND SUBSCRIBED

before me this *APR 1 1986* day  
of *April*, 19*86*  
*[Signature]*  
Notary Public

So Answers,

RALPH C. PASSIO, III, Sheriff

By: *[Signature]*  
Deputy Sheriff

# SHERIFF'S RETURN

Bloomsburg Bank-Columbia Trust Company

PLAINTIFF

vs.

Kristi Fey Napoleon

DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 2 CD of Term, 19 86

WRIT Civil Action-Mortgage Foreclosure

ISSUED 3/20/86

NOW, 20th day of March 19 86, I, Hon. John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of

Hon. Ralph Passio, Philadelphia County Sheriff

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is 258 Lyceum St., Philadelphia, PA 19128

*John R. Adler*  
Sheriff, Columbia County, Pennsylvania

By *Anna S. Smith*  
Deputy Sheriff

## AFFIDAVIT OF SERVICE

NOW, 19, at O'Clock M, served the within upon

at by handing to

a true and attested copy of the

original and made known to the contents thereof.

Sworn and Subscribed before me So Answers,

this

day of 19

Sheriff

Prothonotary

BY:

Deputy Sheriff

19, See return endorsed hereon by Sheriff of

County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff

BLOOMSBURG BANK-COLUMBIA TRUST : IN THE COURT OF COMMON PLEAS  
COMPANY, : OF THE 26TH JUDICIAL DISTRICT  
Plaintiff, : COLUMBIA COUNTY BRANCH, PENNA.  
vs. : CIVIL ACTION - MORTGAGE  
ROBERT L. CHRISTY, JR., and : FORECLOSURE  
KRISTI FEY NAPOLEON, his wife, : NO. 23 OF 1986, E.D.  
Defendants. : NO. 915 OF 1985, J.D.

WRIT OF EXECUTION

NOTICE

This is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

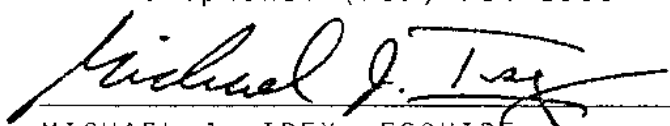
If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

SUSQUEHANNA LEGAL SERVICES OR  
36 West Main Street  
Bloomsburg, PA 17815  
Telephone: (717) 784-8760

FREDERICK T. TRUMP  
Court Administrator  
Courthouse  
Bloomsburg, PA 17815  
Telephone: (717) 784-8933

  
MICHAEL J. IRELY, ESQUIRE  
233 Market Street  
P.O. Box 281  
Bloomsburg, PA 17815  
(717) 784-8853  
Attorney for Plaintiff,  
Bloomsburg Bank-Columbia Trust Company



BLOOMSBURG BANK-COLUMBIA TRUST  
COMPANY,

Plaintiff,

vs.

ROBERT L. CHRISTY, JR., and  
KRISTI FEY NAPOLEON, his wife,  
Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH, PENNA.  
: CIVIL ACTION - MORTGAGE  
: FORECLOSURE

: NO. 3 OF 1986, E.D.

: NO. 915 OF 1985, J.D.

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF COLUMBIA )

TO JOHN R. ADLER, SHERIFF OF COLUMBIA COUNTY:

To satisfy the judgment, interest and costs against  
Robert L. Christy, Jr., and Kristi Fey Napoleon, his wife,  
Defendants, you are directed to levy upon the property of  
the Defendants described in "Exhibit A" attached hereto and  
made a part hereof and to sell their interest therein.

Principal Amount Due \$23,290.21

Interest to 8/21/85 2,385.63

Interest from 8/21/85 to  
date of sale at \$8.09  
per day

Attorney's collection fee 2,329.00

Total \$28,004.84

Plus costs and expenses to date of sale as per  
Default Judgment

PROTHONOTARY

Dated: January 20, 1986

BY: Allen K. Linn  
Deputy

ALL THAT CERTAIN PIECE or parcel of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and N. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S81-30E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P. P. & L. property, now Laubach; thence along said lands South seventeen degrees West (S 17 - 00W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12 W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Brobst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55") for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West ( N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all Three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on recorded in Columbia County Deed Book 121, page 453.

BLOOMSBURG BANK-COLUMBIA TRUST	:	IN THE COURT OF COMMON PLEAS
COMPANY,	:	OF THE 26TH JUDICIAL DISTRICT
	:	COLUMBIA COUNTY BRANCH, PENNA.
Plaintiff,	:	CIVIL ACTION - MORTGAGE
	:	FORECLOSURE
vs.	:	NO. <u>3</u> OF 1986, E.D.
ROBERT L. CHRISTY, JR., and	:	
KRISTI FEY NAPOLEON, his wife,	:	
Defendants.	:	NO. 915 OF 1985, J.D.

MAJOR EXEMPTIONS UNDER PENNSYLVANIA  
AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

BLOOMSBURG BANK-COLUMBIA TRUST COMPANY,	:	IN THE COURT OF COMMON PLEAS
	:	OF THE 26TH JUDICIAL DISTRICT
Plaintiff,	:	COLUMBIA COUNTY BRANCH, PENNA.
	:	CIVIL ACTION - MORTGAGE
vs.	:	FORECLOSURE
ROBERT L. CHRISTY, JR., and	:	NO. <u>3</u> OF 1986, E.D.
KRISTI FEY NAPOLEON, his wife,	:	
Defendants.	:	No. 915 OF 1985, J.D.

CLAIM FOR EXEMPTION

TO THE SHERIFF:

I, the above-named Defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300.00 statutory exemption be

☐ (i) set aside in kind (specify property to be set aside in kind)

.....;

☐ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):.....

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300.00 statutory exemption: ☐ in cash; ☐ in kind (specify property):.....;

(b) Social Security benefits on deposit in the amount of \$.....:

(c) other (specify amount and basis of exemption):.....

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_ (address)

\_\_\_\_\_, \_\_\_\_\_ (telephone number)

I verify that the statements made in this Claim for

Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: \_\_\_\_\_, 1986

---

(Defendant)

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF  
OF COLUMBIA COUNTY

Courthouse  
Bloomsburg, PA 17815  
Telephone: (717) 784-1991

BLOOMSBURG BANK-COLUMBIA TRUST  
COMPANY,

Plaintiff,

vs.

ROBERT L. CHRISTY, JR., and  
KRISTI FEY NAPOLEON, his wife,  
Defendants.

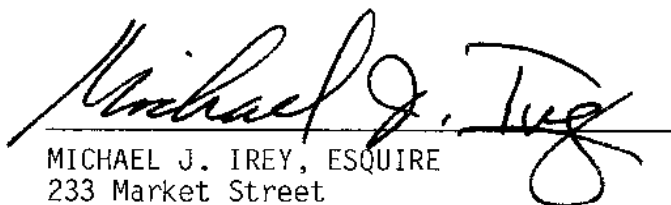
: IN THE COURT OF COMMON PLEAS OF  
: THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - MORTGAGE  
: FORECLOSURE

: NO. 915 JF 1986, E.D.  
: No. 915 OF 1985, J.D.

TO: John R. Adler, Sheriff of Columbia County:

Seize, levy, advertise and sell all the real property of the  
Defendants located in Benton Township, Columbia County, Pennsylvania,  
more particularly described in "Exhibit A" attached hereto and made a  
part hereof pursuant to the Writ of Execution issued in the above captioned  
matter.

You are hereby released from all responsibility in not placing  
watchmen or insurance on said real property levied on by virtue of the  
aforesaid Writ of Execution.



MICHAEL J. IREY, ESQUIRE  
233 Market Street  
P.O. Box 281  
Bloomsburg, PA 17815  
Telephone: (717) 784-8853  
Attorney for Plaintiff,  
Bloomsburg Bank-Columbia Trust Company

ALL THAT CERTAIN PIECE or parcel of land situate in Benton Township, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a Red Oak Stump, now an iron pipe corner in line of lands of Samuel Klinger and N. B. Cole, thence by said lands of Samuel Klinger South eighty-one degrees and thirty minutes East (S81-30E) for a distance of Six Hundred and thirty feet (630') to an iron pipe corner, thirty feet East of the center line of the Old Bloomsburg and Sullivan Railroad right-of-way, now a private road, and it also being the westerly line of the former P. P. & L. property, now Laubach; thence along said lands South seventeen degrees West (S 17 - 00W) for a distance of Three hundred and four and twenty-five one hundredths feet (304.25') to a corner; thence South twenty-two degrees and twelve minutes West (S 22-12 W) for a distance of One hundred and fourteen and seventy-five one hundredths feet (114.75') to a corner of lands of Frank Brobst; thence along said lands North fifty degrees and fifty-five minutes West (N 50-55") for a distance of one hundred and five feet (105') to an iron pipe corner; thence continuing North twenty-three degrees and seven minutes West (N23-07 W) for a distance of fifty-eight and five tenth feet (58.5') to an iron pipe corner; thence continuing North thirty-six degrees West (N 36-00 W) for a distance of two hundred and fifty-four (254') feet to an iron pipe corner; thence continuing South twenty-two degrees and thirty minutes West (S 22-30 W) for a distance of four hundred and twenty-one feet (421') to an iron pipe corner in line of lands of Larue Cole; thence along said lands North seventy-five degrees and thirty minutes West ( N 75-30 W) for a distance of Two hundred and twenty-six feet to an iron pipe corner in line of lands of Norton Cole; thence along said lands North fifteen degrees and thirty minutes East (N 15-30 E) for a distance of five hundred and eighteen feet (518') to the place of beginning, containing in all Three and ninety-three one hundredths acres (3.93 AC.) and it being an accurate and correct description of the same land as described in deed dated April 26, 1943 and conveyed to the Grantor herein by Dora L. and Larue E. Cole and now on recorded in Columbia County Deed Book 121, page 453.

"EXHIBIT A"

BLOOMSBURG BANK-COLUMBIA TRUST  
COMPANY,

Plaintiff,

vs.

ROBERT L. CHRISTY, JR., and  
KRISTI FEY NAPOLEON, his wife,  
Defendants.

: IN THE COURT OF COMMON PLEAS  
: OF THE 26TH JUDICIAL DISTRICT  
: COLUMBIA COUNTY BRANCH  
: CIVIL ACTION - MORTGAGE  
: FORECLOSURE

: NO. 2 OF 1986, E.D.  
: NO. 915 OF 1985, J.D.

AFFIDAVIT OF WHEREABOUTS OF DEFENDANTS  
AS REQUIRED BY PA. R.CIV.P. NO. 3129 (a)

MICHAEL J. IREY, ESQUIRE, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, Bloomsburg Bank-Columbia Trust Company; that to the best of my knowledge, information and belief, the names and last known addresses of the Defendants in the above captioned matter against whom a judgment was entered on January 10, 1986, are:

Robert L. Christy, Jr.  
Heritage Chevrolet  
Route 611  
Doylestown, PA 18901

Kristi Fey Napoleon  
R. D. #2, P.O. Box 90  
Benton, PA 17814

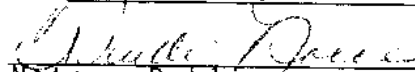
and that the names and last known addresses of the owners or reputed owners of the real property to be sold in satisfaction of the above mentioned judgment are:

Robert L. Christy, Jr.  
Heritage Chevrolet  
Route 611  
Doylestown, PA 18901

Kristi Fey Napoleon  
R. D. #2, P.O. Box 90  
Benton, PA 17814

  
MICHAEL J. IREY, ESQUIRE

Sworn to and subscribed  
before me this 20<sup>th</sup> day  
of January, 1986

  
Notary Public  
My Commission expires: 11-8-86

IRUDI NORCE, Notary Public  
Berwick, Columbia County, Pa 18603  
My Commission Expires Nov, 8, 1986



SHERIFF'S RETURN - SUMMONS/COMPLAINT

Bloomington

COMMON PLEAS NO.  
COUNTY COURT

VERSUS

TERM, 19 86

K. Napoleon

NO. F 6728

☐ Defendant

SERVED AND MADE KNOWN TO Kristi Fer Napoleon ☐ Defendant Company

by handing a true and attested copy of the within Summons/Complaint, issued in the above captioned matter  
on 3/15/86, 19 86, at 1100 o'clock, 1 M., E.S.T./D.S.T.

at 258 Locum, in the County of Philadelphia,

State of Pennsylvania, to R. C. Passio

- ☐ (1) the aforesaid defendant, personally;
- ☐ (2) an adult member of the family of said defendant, with whom said defendant resides, who stated that his/her relationship to said defendant is that of \_\_\_\_\_;
- ☒ (3) an adult person in charge of defendant's residence; the said adult person having ~~refused~~, upon request, to give his/her name and relationship to said defendant;
- ☐ (4) the manager/clerk of the place of lodging in which said defendant resides;
- ☐ (5) agent or person for the time being in charge of defendant's office or usual place of business.
- ☐ (6) the \_\_\_\_\_ and officer of said defendant Company;

So Answers,

RALPH C. PASSIO, III, Sheriff

By: R. C. Passio  
Deputy Sheriff

# SHERIFF'S RETURN

Bloomsburg Bank Columbia Trust Co.,

PLAINTIFF

vs.

Robert L. Christy, Jr., and  
Kristi Fey Napoleon, his wife

DEFENDANT

IN THE COURT OF COMMON PLEAS  
OF COLUMBIA COUNTY

No. 2 CD Term, 1986

WRIT of Execution

ISSUED 1/20/86

NOW, March 4, 1986, I, John R. Adler

High Sheriff of Columbia County, Pennsylvania, do hereby deputize the Sheriff of Philadelphia

County, Pennsylvania, to execute this Writ. This deputation being made at the request and risk of the Plaintiff.

Defendants alleged address is Kristi Fey Napoleon, 238 Lyceum Street, Phila. 19128

John R. Adler  
Sheriff, Columbia County, Pennsylvania

By Connie Breech  
Connie Breech Deputy Sheriff

## AFFIDAVIT OF SERVICE

NOW, \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ O'Clock \_\_\_\_\_ M, served the  
within \_\_\_\_\_ upon \_\_\_\_\_

at \_\_\_\_\_ by handing to \_\_\_\_\_

\_\_\_\_\_ a true and attested copy of the  
original \_\_\_\_\_ and made known to \_\_\_\_\_ the contents thereof.

Sworn and Subscribed before me \_\_\_\_\_ So Answers,

this \_\_\_\_\_

day of \_\_\_\_\_ 19\_\_\_\_

Sheriff

Prothonotary

BY:

Deputy Sheriff

19\_\_\_\_, See return endorsed hereon by Sheriff of  
County, Pennsylvania, and made a part of this return

So Answers,

Sheriff

Deputy Sheriff