LAW OFFICES

Purcell, Nissley, Krug & Haller

1719 N. FRONT STREET HARRISBURG, PENNA. 17102

JOHN W. PURCELL
HOWARD B. KRUG
LEON P. HALLER
JOHN W. PURCELL, JR.
VALERIE A. POTTEIGER

(717) 234-4178 September 19, 1986

JOSEPH NISSLEY (1910-1982)

H35 E. CHOCOLATE AVE. HERSHEY, PA. 17033 (717) 533-3836

WEST SHORE OFFICE (7)7) 751-6034

Court House Sheriff's Office Bloomsburg,PA

Re: Conner

Dear Connie:

Enclosed are affidavits of value for the deed to be recorded as a result of the Sheriff's Sale held this retain the above matter. The deed grantee should be:

PHILADELPHIA NATIONAL BANK TRUSTEE for the PENNSYLVANIA HOUSING FINANCE AGENCY 2102 N. Front St. Harrisburg, PA 17105

Additionally, please call us the day the deed is recorded and have the Recorder's office forward the original deed to me upon recording.

Thank you for your cooperation. Please call if you need anything further.

Leon P. Haller

LPH:sd Enc.

PLEASE RETURN A COPY OF YOUR COST SHEET AND RECEIPTS FOR ANY MUNICIPALS OR TAXES PAID BY YOU. WE NEED THE COST SHEET IMMEDIATELY AND ENCLOSE AN ENVELOPE FOR YOUR CONVENIENCE. PLEASE FORWARD THE RECEIPTS AS SOON AS THEY ARE AVAILABLE. THANK YOU.

REV	 F 1	17	441



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
POST OFFICE BOX 8910
HARRISBURG, PA 17105-8910

## **REALTY TRANSFER TAX** STATEMENT OF VALUE

See Reverse for Instructions

RECORD:	ER'S USE ONLY
state Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is

A CORRESPONDENT -	All inquiries may b	e directed to the	following persor	1:
Leon P. Haller			Telephone Number:	124 4170
Sire N. Front St.	City	Harrisburg	Area Code (717 ) 2	234 4178 Zip Code 17102
B TRANSFER DATA		Date of Acceptance of Do	cument	
Grantor[s]/Lessor[s] heriff of County of		Grantee(s)/Lossee(s)	Penna. Nat. B Housing Fina	
treet Address		Street Address		
ourt House State		2101 N. Fr	ont St.,	
,	Zip Čode	City	State	Zip Code
loomsburg PA  C** PROPERTY LOCATIO	17815	Harrisburg	PA	17105
C PROPERTY LOCATIO	<u> </u>	Ch. T.		
512 Mill St		City, Township, Borough Catawissa		
Columbia	School District		Tax Parcel Number 8-6-3	
D VALUATION DATA			<u> </u>	
. Actual Cash Consideration	2. Other Consideration		3. Total Consideration	
.00	+	0	= 1.00	
County Assessed Value	5. Common Level Ratio Fo	octor	6. Fair Market Value	
	x		=	
E EXEMPTION DATA				
a. Amount of Exemption Claimed LOOS	1b. Percentage of Interest	Conveyed		
. Check Appropriate Box Below for Ex	emption Claimed		<b>J</b>	
Will or intestate succession				
Transfer to Industrial Development	Decedent)			(Estate File Number
Transfer to Agent or Straw Party. (				
Parties.				
Transfer between principal and ag	ent. (Attach copy of agency)	straw trust agreement).	Tax paid prior deed \$ _	
Transfers to the Commonwealth, the copy of resolution).	United States, and Instrument	talities by gift, dedication	, condemnation or in lieu o	f condemnation. (Att
Transfer from mortgagor to a holde	er of a mortgage in default. I	Mortgage Book Number	, Page N	umber
Corrective deed (Attach copy of the				
Statutory Corporate Consolidation,		copy of articles!		
Other (Please explain exemption classification)			to Mortgagee	Institutin
nder penalties of law, I declare that I have nd belief, It is true, correct and complet	e examined this Statement,	including accompanyin	g information, and to the	best of my knowle
, , , , , , , , , , , , , , , , , , ,		<u> </u>		
ignature of Correspondent or Responsible Pa	ety / / / / //	7	Date	

800	2.3	2.99	17.7	CA:	

COMMONWEATH OF PROPERTIVAMIA CEPARTIZENT OF SEVENDE BUPLAU OF HOUSIDDEL LAKES FOOT OFFICE SON BOTO MARRIBURG, PA 17105 5010

## REALTY TRAMSFER TAX STATEMENT OF VALUE

RICOPCER'S USE ONLY	-
Store for Para	
Best Guerra	
English Humber	
Casa Reconne	

Complete with continuous for in duplicate with Reverse of Cheeks when (1) the full consideration is not set forth in the dead. (2) when the dead.

emas email and the second			Telephone Number:	amala in <b>More</b> est
Coon P. Haller			Area Code ( 717 )	234 4178
5"["/19"N. Front St.	Cay	Harrisburg	Stem PA	λφ 30de 1716?
		Date of Asceptance of De	scoment	
General County of	The second secon		Penna. Nat. 1	
Street Asirass		for the Pa.	. Housing Find	suce ydemol.
loant House		2101 H. Fr	ont at	
Cir., Sans	r You Code	Cay	Store	Zie Code
PA	17815	Harrisburg	PΑ	17405
Steel Address C12 Mills St		Charles and the control of the contr		
Complement	Servicel Courses	: 	Tax Prince Number 8-6-3	<del>_</del>
			0-20-0	
1. Accel Cost Consideration	2 Cober Consideration		3. Total Consideration	
00	1	Û	I 200	
4. County Assessed Some	S. Common Lavel Ratio F.	30'01	6. Fair Market Value	
			April 100 March	
to Americal Exemption Claimed 100%	The Posteriora of Interest 100%	Conveyed		
Charl Appropriate Son Selew for E	nemption Claimed		J.	
Will or imistore accession frame				
fransfer to industrial Developmen	(d Szecedenz)			Eriebe felenbert
Transfer to Agent or Straw Party				
Transfer be seen principal and a	gent (Attach copy of agency.	Meaw trest agreement)	Tax paid prior deed \$	
Lil Yranzfu sup the Commenward(), the complete mendation;				of connumnation. (Affac
Transfer to a mortgagor to a holi	iku of a readiquas in default. I	Mostanas Bank Number	Florence 1	Normal care
Cor some seen (Attach today of the				FC ( per
C. Statutory Corporate Consolidation				
			+ or MEASIFIF OF OUR	The sould be evaluated as a
	en en sent anno a le company de sent en la c			
And the second of the second o			7: 17 F1-49 (347) b for a second seco	
inder pensities of law, t decime that the me belief, it is true, currect and compli	iva examined this Statement, etc.	ineleding arcamponyin	g information, and to th	e best of my knowledge
Signature of Correspondent as hysponsible #	am f 1 1	/	Date	
	11 / 11/11/11	9 s	1 971	9 78 6

# SHERIFF'S SALE

# DISTRIBUTION SHEET

Which to Antique i'm	vs. <u>/ ( - / (e.</u>	and southern his
NO. 167 JD ED	DATE OF SALE: CAR	07186
Bid Price \$ Poundage Transfer Taxes Total Needed to Purchase Amount Paid Down Balance Needed to Purchase	500 / · · · · · · · · · · · · · · · · · ·	\$ 3 6.71 5 6 6 6 6 8 3 6 7 1
Tax Collector (	s - Deed copy work Ity transfer taxes State stamps	\$ / 7/2 / 9/0 - / 4 7/8 7 - 2 / 2 / 3 - 18 / 5 / 5 - 2 / 6 / 6 / 5
Columbia County Tax Assessment Of State Treasurer Other:  TOTAL EXPENSES		11,70 -23/3 -36/3 -7/65 -3/3/3/
Total Needed to Purchase Less Expenses Net to First Lien Holder Plus Deposit Total to First Lien Holder		\$ \$ \$

# SHERIFF'S SALE FINAL COST SHEET

Philadelphia National Bk	Cvs. Clair D. Com	ne- and Leung o- Bache
110. 42 02 1986	<del></del>	
DATE OF SALE: 9-18-36		
Sales Price Total Costs Poundage 2% Transfer Tax Misc. Costs	s & 20.31	
TOTAL NEEDED TO PURCHASE	co 500,00	\$ 836.71 500 00 336.71
PURCHASER(S): The land delphin Lon	trough 1800 K	
REST (S) ON DIED: Philode Chia Re	Honal Blond	K
OUT CHASER(S)! SECURIUMS(S): Malay Co	angeriary	
ADJUNT RECOIVED BY SHERIFF FROM CONCOUNTS	ER(S):	\$ 500,00 \$ 36,71

# SHERIFF'S SALE - COST SHEET

PHILADELPHIA NATIONAL BANK	YS. CLAIR D. CONNER	AND LEONA O. BARNES
NO. 42 of 1986	_	
DATE OF SALE: 9/18/86		
SHERIFF'S COST OF SALE:		
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other Copy Look	. TOTAL	\$ 14.00 18.00 15.00 11.00 9.00 6.00 7.00 10.00 9.00 15.00
Press-Enterprise, Inc. Henrie Printing		\$ <u>147.80</u> 37.25
Solicitor's Services	TOTAL	30.00
PROTHONOTARY: Liens List Deed Notarization Other		\$ 10.00 5.00 
	TOTAL	\$ 15.00
RECORDER OF DEEDS: Copywork Deed Other	TOTAL	\$ 13.50 5.00 
REAL ESTATE TAXES:		
Borough/Twp. & County Taxes, 19 School Taxes, District SOUTHERN, 19 Delinquent Taxes, 19 , 19 , 19 (	Total Amts.) TOTAL	\$ 263.34 \$ 263.34
FUNICIPAL RENTS:		
Sewer - Municipality <u>CATAWISSA</u> , Water - Municipality <u>CATAWISSA</u> ,  SURCHARGE FEE: (State Treasurer)	19 <sub>.86</sub> 19 <sub>.86</sub> TOTAL	\$\frac{33.10}{56.27} \frac{101.05}{\$} \\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\\$\
MISCELLANEOUS:		\$
11200220112000	TOTAL	\$ 820.31
	TOTAL_COSTS	\$

# SHERIFF'S SALE - COST SHEET

PHILADELPHIA NATIONAL BANK	YS. CLAIR D. CONNER	AND LEONA O. BARNES
NO. 42 of 1986		
DATE OF SALE: 9/18/86	<del></del>	
SHERIFF'S COST OF SALE:		
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other	TOTAL	\$ 14.00 18.00 15.00 11.00 9.00 6.00 7.00 10.00 9.00 15.00 \$ 114.00
Press-Enterprise, Inc.		\$ 147.80
Henrie Printing Solicitor's Services		37.25 30.00
	TOTAL	\$ 215.05
PROTHONOTARY: Liens List Deed Notarization Other		\$ 10.00 5.00
	TOTAL	\$ 15.00
RECORDER OF DEEDS: Copywork Deed Other	TOTAL	\$
REAL ESTATE TAXES:		
Borough/Twp. & County Taxes, 19 School Taxes, District SOUTHERN, 19 Delinquent Taxes, 19, 19, 19,	Total Amts.) TOTAL	\$
-MUNICIPAL RENTS:		
Sewer - Municipality <u>CATAWISSA</u> Water - Municipality <u>CATAWISSA</u> SURCHARGE FEE: (State Treasurer)	19 <sub>86</sub> 19 <sub>86</sub> TOTAL	\$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		\$
MISCELLAMEOUS:	/	
	TOTAL	\$_820.31
	TOTAL COSTS	\$

-

## JOHN R. ADLER



### SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P.O. 80X 380 BLOOMSBURG, PA. 17815

SEPTEMBER 29, 1986

PHONE; 717-784-1991

CATAWISSA BORO TAX COLLECTOR ATT: MAE HOLLINGSHEAD 214 NORTH STREET CATAWISSA, PA. 17829

Dear Mae;

Enclosed is a check for back taxes collected on the Clair Conner Sheriff's Sale located at 512 Mill ST. If you have any questions please feel free to contact our office.

CSB Enc.

Sincerely,

Connie Breech, Deputy

Como Breec

DFFICE OF

## JOHN R. ADLER



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

PHONE: 717-784-1991

SEPTEMBER 29, 1986

CATAVISSA MUNICIPAL AUTH.

ATT: PEGGY LONG

P.O. BOX 44

CATAWISSA, PA. 17820

Dear Peggy;

Enclosed is a check for Light, Sewer and Water bills collected from the Conner Sheriff Sale. If you have any questions please feel free to contact our office.

CSB Enc.

Sincerely,

Connie Breech, Deputy

Comi De

OFFICE OF

# JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 80X 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

SEPTEMBER 29, 1986

PRESS-ENTERPRISE, INC. ATT: SUSAN SHOTWELL P.O. BOX 745 BLOOMSBURG, PA. 17815

Dear Sue;

Enclosed is a check for advertising costs on the Clair Conner and Leona Barnes Sheriff Sale, in the amout of \$ 147.80. If you have any questions please feel free to contact our office.

CSB Enc.

Sincercly, Commi Sueed

Connie Breech, Deputy

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in ol	bedience to and by virtue of the within writ, to
ne directed, I seized and took into execution the within o	described real estate, and after having given due
egal 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 b	
	19 86 , at 10:00
o'clock	
for the price or sum of Eight hundred thirty six and includes \$16.40 poundage)	seventy one cents (\$836.71)  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
Sheriff's Office, Bloomsburg, Pa. So answers	II CHILL Sheriff
	-/

# SHERIFF'S SALE

# DISTRIBUTION SHEET

PHILADELPHIA NATIONAL BANK 13. CLA	IK D. CONNER AND LEONA O. DARRIED
NO. 467 of 1986 JD DATE OF NO. 42 of 1986 ED	F SALE: 9/18/86
Bid Price \$ 820.31  Poundage 16.40  Transfer Taxes  Total Needed to Purchase  Amount Paid Down  Balance Needed to Purchase	
EXPENSES:	_
Columbia County Sheriff - Costs \$\frac{114.0}{16.4}\$  Press-Enterprise  Henry Printing  Solicitor  Columbia County Prothonotary  Columbia County Recorder of Deeds - Deed  Realty tran  St  Tax Collector ( Columbia County Tax Assessment Office  State Treasurer  Other: CATAWISSA SEWER  CATAWISSA WATER  CATAWISSA LIGHT  TOTAL EXPENSES	130.40 147.80 73C 37.25 24/ 30.00 742 - 15.00 783 copy work 18.50 78 7
Total Needed to Purchase Less Expenses Net to First Lien Holder Plus Deposit	\$\$
Total to First Lieb Holder	2

# State of Pennsylvania County of Columbia

I, Beverly J. Michael, 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

Clair D. Conner and Leona O. Barnes

SS.

and find as follows:

See Photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal of office this 17th day of September A.D., 19 86.

Burly J. Michael RECORDER

ORIGINAL RETURN TO BROKERS MORIGAGE SERVICE

#### MORTGAGE

...... ("Borrower"). This Security Instrument is given to BROKERS. dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and Mill Street in said Borough, south 39 3/4° east, 40 feet to a post in line of land now or late of B.L. Fause, thence south 50 1/4° west, 150 feet to an alley, thence along said alley, north 39 3/4° west 40 feet to a post, thence north 50 1/4° east, 150 feet to the place of beginning, known and designated as No. 512 Mill Street in said Borough. Upon

BEING the same premises which Catawissa Parish United Methodist Church by Indenture bearing date the 8th day of November A.D., 1984, herewith and intended to be forthwith recorded in the Office of the Recording of Deeds of Columbia County, Pennsylvania, granted and conveyed unto Clair D. Connor, single and Leona O. Barnes, single, IN FEE.

THIS IS A purchase money mortgage.

which is erected a frame dwelling house.

areigned for Their actions national box

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

. HERETO ATTACHED IS A RIDER WHICH IS MADE A PART HEREROF.

which has the address of .5.12 MILL STREET Pennsylvania ... ("Property Address");

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Burrower warrants and will defend generally the title to the Property against all claims and demands, subject to any

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limit of variations by jurisdiction to constitute a uniform security instrument covering real property.

PENNOVLVANIA—Single Family—FNMA/FHLMG UNIFORM INSTRUMENT 340 PAGE 204

Form 3039 12/83

## THIS FORM PROVIDED COMPLIMENTS OF VEREX

PENNSYLVANIA HOUSING FINANCE AGENCY SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM 1984 SERIES

#### SPECIAL TRANSFER/ASSUMPTION RIDER TO MORTGAGE

THE BORROWER HEREBY INCORPORATES THE FOLLOWING COVENANTS into the Mortgage by way of deletion of paragraph 17 therefrom and substitution therefor of the following:

- "17. Transfer of the Property; Assumption. If all of the Property or an interest therein is sold, leased, or otherwise 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, or (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or tenant by the entirety, Lender may, at this Mortgage to be immediately due and payable. Lender may (but shall not be obligated to) waive such option to accelerate if, prior to the sale or transfer, Lender:
- has received from Borrower a written notification that Borrower intends to sell the Property and a written request that Lender waive its right to accelerate upon such occurrence;
- (ii) has received a complete application for loan assumption with required affidavits from the person to whom the Property is sold;
- (iii) reaches agreement in writing with such person that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request;

G-1

8001 340 PAGE 205

Form No. 7/2/84

- (iv) determines, based upon representations contained in such application and accompanying affidavits and upon Lender's independent verifications, that such person qualifies for a loan under eligibility criteria for the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program, 1984 Series F;
- (v) determines that all of the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, and the rules and regulations promulgated pursuant thereto have been satisfied with respect to such requested assumption; and
- (vi) accepts, by execution thereof, a written assumption agreement among itself, the Borrower and person to whom the Property is to be sold.

If Lender has waived its option to accelerate as provided above, Lender shall allow the person to whom the Property is to be sold to assume the obligations of the Note and this Mortgage.

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 thirty (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. Nothing contained in this Mortgage shall be construed to impose any duty or obligation on the part of Lender to consent to any sale, lease or other transfer of the Property."

FURTHER, Borrower agrees and understands that Lender has been induced to make the loan secured by this Mortgage by Borrower's statements and representations in Borrower's loan application and affidavit made a part thereof, and in documents, affidavits and statements signed by Borrower at Closing. Borrower hereby covenants and warrants that such statements and representations were true, correct and complete as of the date of the application and are true,

G-2

BOOK 340 Pg 205 A

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correct and complete as of the date of this Mortgage. Borrower further agrees that in the event any such statement or representation is untrue, incorrect or incomplete (whether willful, inadvertent or otherwise) as of the date of such application or as of the date of this Mortgage, the Borrower shall be in breach of this Mortgage and Lender shall have the right to exercise its remedies under this Mortgage and shall, in addition, have the right to increase the interest rate on the outstanding principal balance (and to make appropriate increases in the monthly payment of principal and interest) to the then prevailing market interest rate as determined by Lender.

FURTHER, Borrower covenants and agrees that if the Lender or any successor in interest as to this indebtedness at some future date transfers or assigns the debt or any part of the debt heretofore described to a third party, including without limitation the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporaton, or any other federally chartered corporation, so that the debt is no longer financed with proceeds of the Pennsylvania Housing Finance Agency Single Family Mortgage Revenue Bond Program, 1984 Series F, at the sole option of the Lender or such other successor, this Rider shall terminate and have no further force or effect, and paragraph 17 of this Mortgage as it appears herein before its deletion by this Rider shall thereupon become operative and of full force and effect.

lair D. Commission Signature of Mortgagor

CLAIR D. CONNER

Signature of Mortgagor

LEONA O. BARNES

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

Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due
the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or 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 Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender

receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandous the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Bortower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Bortower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds.

Bortower shall not destroy, damage or substantially

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be

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 the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

 Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without

12. Loan Charges, If the loan secured by this 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 or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded a permitted limits will be refunded to Borrower. I ander man above to make this refund by reducing the reducing them. permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed

perinted names win or retunded to borrower. Lender may choose to make this retund by reducing the principal owen under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms, Lender, at its option, and the security Instrument unenforceable according to its terms. may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

15. Governing Law; Severability. 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 conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the

16. Borrower's Capy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower; security instrument; in (a) entry of a judgment emorcing this security instrument, anose conditions are that non-lower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' feet; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Horrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Burrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the dute specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court. 20. Lender in Possession. Upon acceleration under paragraph 19 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. Any 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 attorneys' fees, and then to the sums secured by this Security Instrument 21. Release, Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs. 22. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument. 23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)] Adjustable Rate Rider Condominium Rider 2-4 Family Rider Graduated Payment Rider Planned Unit Development Rider [X]KOther(s) [specify] SPECIAL TRANSFER/ASSUMPTION RIDER TO MORTGAGE By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it. Signed, sealed and delivered in the presence of WITHESS LEONA O. BARNES COMMONWEALTH OF PENNSYLVANIA Columbia County sa: On this, the 8th day of NOVEMBER . 19 84, before me, the subscription undersigned officer, personally appeared CLAIR D. CONNER, SINGLE AND LEONA O. BARNES, SINGLE . 19 84 , before me, the subscriber, known to me (or satisfactorily proven) to be the person(s) whose name ARE subscribed to the within instrument and acknowledged that THEY the same for the purposes herein contained. IN WITNESS WHEREOF, I bereunto set my hand and official seal. المتحولة والموراة Recorded in Columbia County Record Bk 340 pg 204 1:56pm Michel M Sapnit Dep

800r 340 PAGE 209

# SHERIFF'S SALE - COST SHEET

PHILADELPHIA NATIONAL BANK	YS. CLAIR D. CONNER AND LEONA O. BARNES
NO. 42 of 1986	
DATE OF SALE: 9/18/86	_
SHERIFF'S COST OF SALE:	
Docket & Levy Service Mailing Advertising, Sale Bills & Newspapers Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other	\$\frac{14.00}{18.00} \\ \frac{15.00}{11.00} \\ \frac{9.00}{6.00} \\ \frac{7.00}{10.00} \\ \frac{9.00}{15.00} \\ \frac{15.00}{10.00} \\ \frac{9.00}{15.00} \\ \frac{15.00}{10.00} \\ \frac{114.00}{10.00} \\ \frac{114.00}{10.0
Press-Enterprise, Inc.	\$ 147.80
Henrie Printing Solicitor's Services	37.25 30.00
	TOTAL
PROTHONOTARY: Liens List Deed Notarization Other	\$ 10.00 5.00
	TOTAL
RECORDER OF DEEDS: Copywork  Deed Other	\$ 13.50 5.00 TOTAL
REAL ESTATE TAXES: .	
Borough/Twp. & County Taxes, 19 School Taxes, District SOUTHERN, 19 Delinquent Taxes, 19 , 19 , 19 (T	\$ 263.34 otal Amts.)  TOTAL
. PUNICIPAL RENTS:	
Sewer - Municipality <u>CATAWISSA</u> , Water - Municipality <u>CATAWISSA</u> ,	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
SURCHARGE FEE: (State Treasurer)	<u>\$</u> 4.00
MISCELLAMEOUS:	\$
	TOTAL \$ 820.31
	TOTAL COSTS \$

# CATAWISSA BOROUGH

P. O. BOX 44

# CATAWISSA, PENNSYLVANIA 17820

Telephone 717 356-2561

PEGGY LONG - Secretary P. O. Box 44 Catawissa, PA 17820

July 14, 1986

Sheriff of Columbia County P.O. Box 380 Bloomsburg, PA 17815

Attn: Connie Breech, Deputy

Dear Miss Breech:

In reference to any bills owed the Borough by Clair D. Conner and Leona O. Barnes, there are utility bills owed as follows:

> Water bills for May and June in the amount of \$34.03, due on July 20th or 5% penalty will be added. They will owe for July through September at a rate of \$16.00 per month plus penalty if late.

> Sewer bills for May and June in the amount of \$18.45, due on July 20th or 5% penalty will be added. They will owe for July through September at a rate of \$9.00 per month plus penalty if late.

> Light bills for May \$55.82, June 1, 1986 \$49.22 (due by July 20th or 5% penalty will be added) and July 1st bill of \$33.06. The will have light bill through the time they disconnect. (I could give you an exact charge on the day the meter is pulled or readout.)

If you have any further questions please call my office.

Sincerely,

Peggy Long

Secretary

#### OFFICE OF

### JOHN R. ADLER



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

PHONE: 717-784-1991

#### SHERIFF'S SALE WORKING OUTLINE

\* RECEIVE AND TIME STAMP \* DOCKET AND INDEX \* SET FILE UP \* CHECK FOR PROPER INFO 3 WRITS OF EX. 3 COPIES OF DESCRIPTION WHEREABOUTS OF DEFENDANTS NON-MILITARY AFFIDAVIT 3 NOTICES OF SHERIFF'S SALE WATCHMAN RELEASE FORM \* SET SALE DATE AND ADV. DATES (POST ON CALANDER) \* FILL IN EXECUTION NO'S ON PAPERS \* SET DISTRIBUTION DATES : FILE DATE WITHIN WEEK OF SALE PAY DATE AFTER 10 DAYS OF FILING \* FILL IN DISTRIBUTION DATES ON SALE NOTICE \* TYPE UP CARDS FOR PAPERS TO BE SERVED \* PUT PAPERS TOGETHER WITH CARDS TO BE SERVED \* SERVE PAPERS NOTICE OF WRIT OF EXECUTION

NOTICE OF SHERIFF'S SALE

WRIT

DATE REC. DATE SENT

### OFFICE OF

# JOHN R. ADLER



### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 60X 380 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

* ONCE SERVED DOCKET SERVICE	DATE SENT	DATE REC.
* SEND COPY OF SERVICE TO ATTY.		
* SEND DESCRIPTION TO PRINTER	1-7-8	
* SEND NOTICE TO PRESS FOR PUPLICATION	7-10-8kg	
* ONCE HANDBILLS ARE RECEIVED SEND COPIES TO:		
RECORDER OF DEEDS	100	
TAX OFFICE	1 1703	7.,
PROTH.		1
ASSESSMENT	1 $1$	
POST IN SHERIFF'S OFFICE  * SEND NOTICES TO LOCAL TAX COLLECTORS AND WATER AUTH.	7-10-86	
* SEND COPIES TO IRS OFFICE PHILA.	7-10-86	
* SEND COPIES TO PA. PERSONAL TAX AUTH.	7-10-86	
* IF CORP. SEND COPIES TO PA. SMALL BUSINESS ADM. * 70 DAYS BEFORE SALE POST PROPERTY * A COUPLE OF DAYS PRIOR TO SALE PREPARE COST SHEET		
* HOLD SALE		
* PREPARE FINAL COSTS SHEET		
* WITHIN FIVE DAYS OF SALE FILE DISTRIBUTION		
* WITHIN TEN DAYS OF FILING DIST. MAKE DIST.		
* PREPARE DEED AND TAX AFFIDAVIT		
* SEND DEED TO PROPER ATTY.	:	

\* FILE FOLDER

PHILADELPHIA NATIONAL BANK.

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

Plaintiff:

NO. 467-1986

-vs-

CLAIR D. CONNER AND LEONA O. BARNES,

CIVIL ACTION - LAW

MORTGAGE FORECLOSURE

Defendants:

## PLAINTIFF'S AFFIDAVIT PURSUANT TO RULE 3129

:

LEON P. HALLER, ESQUIRE, Attorney for the Plaintiff in the above captioned matter, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at 512 Mill Street, Catawissa, PA

- That he has made a good faith investigation as to the whereabouts of the Defendant(s) and/or owner(s), including but not limited to an investigation of the records of the United States Postal Service, taxing authorities of the subject municipality, and the telephone directory of the area or surrounding community where the defendant(s) and/or owner(s) last resided and the property in question, and after such investigation he avers:
  - Name and address of owner(s) or reputed owner(s):

Clair D. Conner 512 Mill Street Catawissa, PA 17820

and

Leona O. Barnes 444 E. 8th Street Bloomsburg, PA 17815

3. Name and address of defendant(s) in the judgment if different from that listed in 2 above:
4. Name and address of every judgment creditor whose judgment is a record on the real property to be sold:  None
5. Name and address of last recorded holder of every
mortgage of record:
Plaintiff

6. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

LEON P. HALLER #15700 Attorney for Plaintiff



### COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL (717) 787-3646

LeRoy S. Zimmerman ATTORNEY GENERAL

July 14, 1986

Reply To: 15th Floor Strawberry Square 4th & Walnut Streets Harrisburg, PA 17120

Ms. Connie Breech Deputy Sheriff Columbia County Courthouse P. O. Box 380 Bloomsburg, PA 17815

Dear Deputy Breech:

I find no record that this office has any claim against Clair D. Conner or Leona O. Barnes, which does not mean that the Commonwealth has no claim against them; only that none has been referred to this office for enforcement.

Very truly yours,

Thomas C. Zerbe, Jr.
Deputy Attorney General

Collections Unit

#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 42 OF 1986 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA ON

THURSDAY, SEPTEMBER 18, 1986 AT 10:00 A.M.

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

All THAT CERTAIN parcel or lot of ground situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post along Mill Street in said Borough, south of B. L. Fause,

THENCE south 50% degrees west, 150 feet to an alley,

THENCE along said alley, north 39 3/4 degrees west 40 feet to

THENCE north 50% degrees east, 150 feet to the place of beginning, known and designated as No. 512 Mill Street in said Borough. Upon which is erected a frame dwelling house.

BEING THE SAME PREMISES which Catawissa United Methodist Parish Trustees by deed dated November 8, 1984 and recorded in the Recorder's Office of Columbia County on November 9, 1984 in Deed Book 340, Page 202 granted and conveyed unto Clair D. Conner and Leona O. Barnes.

SEIZED IN EXECUTION as the property of Clair D. Conner and Leona O. Barnes under Judgment No. 467 1986, Columbia County, PA.

TERMS OF SALE: Ten (10%) percent Cash or Certified Check day of sale. Balance Cash or Certified Check within eight (8) days after Sale.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will within thirty (30) days thereafter 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 this schedule unless exceptions are filed thereto within ten (10) days thereafter.

To be sold by: JOHN R. ADLER, Sheriff

PURCELL, NISSLEY, KRUG & HALLER LEON P. HALLER, ESQ.

#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 42 OF 1986 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH IN THE SHERIFF'S OFFICE, COLUMBIA COUNTY COURTHOUSE, BLOOMSBURG, PENNSYLVANIA ON

THURSDAY, SEPTEMBER 18, 1986 AT 10:00 A.M.

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

All THAT CERTAIN parcel or lot of ground situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post along Mill Street in said Borough, south 39 3/4 degrees east, 40 feet to a post in line of land now or late

THENCE south 50% degrees west, 150 feet to an alley,

THENCE along said alley, north 39 3/4 degrees west 40 feet to

THENCE north 50% degrees east, 150 feet to the place of beginning, known and designated as No. 512 Mill Street in said Borough. Upon which is erected a frame dwelling house.

BEING THE SAME PREMISES which Catawissa United Methodist Parish Trustees by deed dated November 8, 1984 and recorded in the Recorder's Office of Columbia County on November 9, 1984 in Deed Book 340, Page 202 granted and conveyed unto Clair D. Conner and Leona O. Barnes.

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To be sold by: JOHN R. ADLER, Sheriff

PURCELL, NISSLEY, KRUG & HALLER LEON P. HALLER, ESQ.

OFFICE DF

## JOHN R. ADLER



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P.O. 80X 380 BLOGMSBURG, PA. 17815

PHONE: 717-784-1991

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

NO. 42 of 86

WRIT OF EXECUTION

	SEKATOR	ON_	D. CONN	
•				

ON 7/8/86	- AI 1400hrs	, a true and
attested copy of t	the within Writ of Execution	on and a true copy
of the Notice of S	Sheriff's Sale of Real Esta	ite was served on the
defendant, CLAIR I		at 512 MILL STREET
-		_
CATAWISSA, PA.	· · · · · · · · · · · · · · · · · · ·	by <u>HANDING A COPY TO</u>
YVONNE HESS - AN	ADULT MEMBER IN CHARGE OF by personally handing said	THE HOUSEHOLD .
Service was made b	y personally handing said	Writ of Execution and
Notice of Sheriff'	's Sale of Real Estate to t	he defendant.

So Answers!

Deputy Sheriff

For:

JOHN R ADLER John R. Adler, Sheriff

Sworn and subscribed before me this 82 day of 1986,

Balara M. Lett. Chifdy Tami B. Kline, Prothonotary Columbia County, Pennsylvania

WE GRAM HE HAS MAN A 1983

#### OFFICE OF

## JOHN R. ADLER



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

PHONE: 717-784-1991

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

NO. 42 of 86

POSTED A COPY OF THE SHERIFF'S

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

#### POSTING OF PROPERTY

On 8/18/86 at 0906	hrs	POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PE		CLAIR D. CONNER AND LEONA O. BARNES
·		SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERT	EEE COMMIE BE	CEECH
		SO ANSWERS:
		Deputy Sheriff
		FOR:
		JOHN R. ADLER John R. Adler, Sheriff

Sworn and subscribed before me this - day of (freguest

Tami B. Kline, Prothonotary Golumbia County, Pennsylvania d. & CLK. OF SEV. COURTS

MY COMM. EX. 1st. MON. JAN. 1, 1988

# JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. 80X 380 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

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

NO. 42 of 86

WRIT OF EXECUTION

# SERVICE ON LEONA O. BARNES

ON 7/9/86 attested copy of the wit of the Notice of Sheriff defendant, LEONA O. BARN	is bale o	of Real Est.	, a true and on and a true copy ate was served on at 444 EAST 8TH	d the
ST.,BLOOMSBURG			by DEPUTY SHERIFF	
LOUISE FRANCE				<del></del>
Service was made by pers Notice of Sheriff's Sale	onally ha of Real	inding said Estate to	Writ of Execution the defendant.	and

So Answers!

Deputy Sheriff

For:

JOHN R. ADLER

John R. Adler, Sheriff

Sworn and subscribed before me this 394 day of July 1980

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

PROPER NOTES OF SIME COURTS OF COURT

OFFICE OF

#### JOHN R. ADLER



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

PHONE: 717-784-1951

July 10, 1986

Thomas C. Zerba, Jr. Deputy Attorney General Collections Unit Fourth & Walnut Streets Harribburg, PA 17120

Dear Sir:

Enclosed is the Notice of Sheriff Sale and Writ of Execution for PHILADELPHIA NATIONAL BANK VS CLAIR D. CONNER AND LEONA O. BARNES which is scheduled for September 18, 1986.

Please let us know as soon as possible if your office has any claims against the defendants.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

OFFICE OF

#### JOHN R. ADLER



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 60X 380 BLOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 10, 1986

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

Attention: Sue Shotwell

Gentlemen:

Enclosed is the copy for the PHILADELPHIA NATIONAL BANK VS CONNERS & BARNES sale to be held on Thursday, September 18, 1986.

Please run this notice in your August 28, September 4 and September 11 newspapers.

Thank you very much for taking care of this for us. Please feel free to call this office if you have any questions.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

OFFICE DF

#### JOHN R. ADLER



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. D. 80X 380 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 10, 1986

Internal Revenue Service Special Procedure Staff Michael Harkins P. O. Box 12050 Philadelphia, PA 19106

Gentlemen:

Enclosed is a Notice of Sheriff Sale and Writ of Execution for PHILADELPHIA NATIONAL BANK VS CLAIR D. CONNER AND LEONA O. BARNES which is scheduled for September 18, 1986.

Please let us know as soon as possible if your office has any claims against the defendants.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

OFFICE OF

#### JOHN R. ADLER



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

PHONE: 717-784-1991

July 10, 1986

Sewer Authority Borough Hall P. O. Box 44 Catawissa, PA 17820

Gentlemen:

Enclosed is the Sheriff Sale Notice for PHILADELPHIA NATIONAL BANK VS CLAIR D. CONNER AND LEONA O. BARNES which is scheduled for September 18, 1986.

Please let us know as soon as possible if you have any claim against this property.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

OFFICE OF

#### JOHN R. ADLER



# SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 80X 380 8LOOMSBURG, PA. 17815

PHONE: 717-784-1991

July 10, 1986

Mrs. Mae Hollingshead 214 North Street Catawissa, PA 17820

Dear Mrs. Hollingshead:

Enclosed is the Sheriff Sale Notice for PHILADELPHIA NATIONAL BANK VS CLAIR D. CONNER AND LEONA O. BARNES which is scheduled for September 18, 1986.

Please let us know as soon as possible if you have any taxes due on this property.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

OFFICE OF

#### JOHN R. ADLER



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

PHONE: 717-784-1991

July 10, 1986

Mr. Rodney Kreischer 501 South Street Catawissa, PA 17820

Dear Sir:

Enclosed is a copy of the Notice of Sheriff Sale for PHILADELPHIA NATIONAL BANK VS CLAIR D. CONNER AND LEONA O. BARNES which is scheduled for September 18, 1986.

Please let us know as soon as possible if any water bills are due on this property.

Very truly yours,

Connie Breech, Deputy

CB/sl

Enc.

#### NOTICE OF SHERIFF'S SALE

#### OF REAL PROPERTY PURSUANT TO

#### PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129

TAKE NOTICE:
That the Sheriff's Sale of Real Property (real estate) will be held on:
The location of the sale will be
Sheriff's Office, Columbia County Courthouse
Bloomsburg, Pennsylvania 17815
at 10 o'clock a.m., prevailing local
time.
THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (See description attached.)
THE LOCATION of your property to be sold is:
512 Mill Street, Catawissa
Columbia County, Pennsylvania
THE JUDGMENT under or pursuant to which your property is being sold is docketed to:
No. 467 - 1986
In Columbia County, Pennsylvania
THE NAME(S) OF THE OWNER(S) OR REPUTED OWNER(S) OF THIS PROPERTY IS:
Clair D. Conner and Leona O. Barnes

A SCHEDULE OF DISTRIBUTION being a list of the persons, and/or governmental or corporate entitles or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff within thirty (30) days after the sale and distribution of the proceeds in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed. Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of Columbia County, Columbia County Courthouse, Bloomsburg, Pennsylvania 17815 (717) 784-1991.

THIS PAPER is a notice of the time and place of the sale of your property. It has been issued because there is a Judgment against you. It may cause your property to be held to be sold 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.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:

Court Administrator Columbia County Courthouse Bloomsburg, PA 17815 (717) 784-1991 Ext. 267

#### THE LEGAL RIGHTS YOU MAY HAVE ARE:

- 1. You may file a petition with Court of Common Pleas of Columbia County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file a petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.
- 2. After the Sheriff's Sale you may file a petition with the Court of Common Pleas of Columbia County to set aside the sale for a grossly inadequate price or for other proper cause. This petition must be filed before the Sheriff's Deed is delivered.
- 3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of Columbia County at one of the

Court's regularly scheduled Business Court sessions. The peititon must be served on the attorney for the creditor or on the creditor at least two business days before presentation to the Court and a proposed order or rule must be attached to the petition. If a specific return date is desired, such date must be obtained from the Court Administrator's Office, Columbia County Courthouse, Bloomsburg, Pennsylvania 17815, before presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

VICTOR VANDLING SHERIFF, COLUMBIA COUNTY PURCELL, NISSLEY, KRUG & HALLER LEON P. HALLER, ESQUIRE

All THAT CBRTAIN parcel or lot of ground situate in the Borough of Catawissa, Columbia County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post along Mill Street in said Borough, south 39 3/4 degrees east, 40 feet to a post in line of land now or late of B. L. Pause,

THENCE south 50% degrees west, 150 feet to an alley,

THENCE along said alley, north 39 3/4 degrees west 40 feet to

THENCE north 50% degrees east, 150 feet to the place of beginning, known and designated as No. 512 Mill Street in said Borough. Upon which is erected a frame dwelling house.

BEING THE SAME PREMISES which Catawissa United Methodist Parish Trustees by deed dated November 8, 1984 and recorded in the Recorder's Office of Columbia County on November 9, 1984 in Deed Book 340, Page 202 granted and conveyed unto Clair D. Conner and Leona O. Barnes.

SEIZED IN EXECUTION as the property of Clair D. Conner and Leona O. Barnes under Judgment No. 467 1986, Columbia County, PA. PHILADELPHIA NATIONAL BANK,

LEONA O. BARNES,

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

Plaintiff:

NO. 467-1986

-vs-

CLAIR D. CONNER AND

CIVIL ACTION - LAW

MORTGAGE FORECLOSURE

Defendants:

#### PLAINTIFF'S AFFIDAVIT PURSUANT TO RULE 3129

LEON P. HALLER, ESQUIRE, Attorney for the Plaintiff in the above captioned matter, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at 512 Mill Street, Catawissa, PA

- That he has made a good faith investigation as to the whereabouts of the Defendant(s) and/or owner(s), including but not limited to an investigation of the records of the United States Postal Service, taxing authorities of the subject municipality, and the telephone directory of the area or surrounding community where the defendant(s) and/or owner(s) last resided and the property in question, and after such investigation he avers:
  - Name and address of owner(s) or reputed owner(s):

Clair D. Conner 512 Mill Street Catawissa, PA 17820

and

Leona O. Barnes 444 E. 8th Street Bloomsburg, PA 17815

3. Name and address of defendant(s) in the judgment if dif-
ferent from that listed in 2 above:
4. Name and address of every judgment creditor whose
judgment is a record on the real property to be sold:
None
5. Name and address of last recorded holder of every
mortgage of record:
Plaintiff

6. Name and address of every other person who has any record interest in or record lien on the property and whose interest may be affected by the sale:

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

LEON P. HALLER #15700 Attorney for Plaintiff

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NISSLEY. KRUG & HALLER  ESCROW ACCOUNT 1719 N. FRONT STREET  ARRISBURG, PA. 17102  ARRISBURG, PA. 17102  LIMICAL DOLLS OF CTS  Tomwealth  Resulting the control of the cont	

TO: OCCUPANCY CHARGE & CHIERREF

YORK YOUNTY COURT CHOUSE SHERIFF-COLUMBIA COUNTY

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There will be placed in your hands for service a Writ (Order) of	
Execution in Mortgage Foreclosure Styled as follows:	
Philadelphia National Bank	
PLAINTIFF, Vs.	
Clair D. Conner and Leona O. Barnes	
DEFENDANT (S).	
No. 467 - 1986	
INSTRUCTIONS	
If Writ of Execution, state what shall be seized and levied upon. If Real Estate, attach five (5) copies of description together with the location of premises. In all services, give full information as to parties to be served with addresses, etc.	
Real Estate to be sold: 512 Mill Street, Catawissa, PA	
Serve defendant Clair D. Conner at 512 Mill St., Catawissa, PA 17820	
Serve defendant Leona O. Barnes at 444 E. 8th St., Bloomsburg, PA 17	81
() 0 1 1 1	

ATTORNEY FOR PLAINTIFF

LEON P. HALLER

#### WAIVER OF WATCHMAN

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

ATTORNEY FOR PLAINTIFF

LEON P. HALLER

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### PHILADELPHIA NATIONAL BANK, PLAINTIFF

# IN THE COURT OF COMMON PLEAS OR EURES COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

vs.

CLAIR D. CONNER AND LEONA O. BARNES, DEFENDANTS

## WRIT OF EXECUTION (Mortgage Foreclosure)

No	43	19 <u>\$6</u> E.D.
No		19A.D.
No	467	19.861D

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

COMMONWEALTH OF PENNSYLVANIA:				
COUNTY OF COLUMBIA				
TO THE SHERIFF OFCOLU	MBIA COUNTY, PENNSYLVANIA:			
To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property (specifically described property below):  Real Estate at 512 Mill Street, Catawissa, PA 17820				
Principal Due	\$ 24,679.00			
Interest toxxalexelate	4,294.22 to 8/1/86			
Late charges toxxakexdate	208.08 to 8/1/86			
Escrow deficit 5% Attorney's fees	71.54 \$ 1,462.64			
TOTAL WRIT	\$ 30,715.48			
Dated June 27, 198	6			
	Prothonotary			
(SEAL)	By: Telen K. Jenny			

## PHILADELPHIA NATIONAL BANK, PLAINTIFF

IN THE COURT OF COMMON PLEAS

GREETKESCOMMEY, RENNSMINARIA

COLUMBIA

COUNTY, PENNSYLVANIA

VS.

CLAIR D. CONNER AND LEONA O. BARNES, DEFENDANTS

## WRIT OF EXECUTION (Mortgage Foreclosure)

No	43	19 <u>\$\mathcal{Y} \cdot \text{E.D.} \tag{E.D.} \tag{E.D.}</u>
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5% Attorney's fees TOTAL WRIT	\$ 1,462.64 \$ 30,715.48			
Dated June 27, 1988	<u>4</u>			
	Prothonotary			
(SEAL)	By:/Lelen K			

Novs.	TERM SESS. 19	BLOOMSBURG, PA., MSheriff	Sept. 8, 1986	19	
To FREDERICK J. PETERSON, Dr.  PROTHONOTARY AND CLERK OF THE COURTS OF COLUMBIA COUNTY					

List of Liens - Conner & Barnes		\$10	00	1	<del>                                     </del>
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# **LIST OF LIENS**

### **VERSUS**

Philadelphia National Bank	No. 467 of Term, 19.86			
	Real Debt [1829,597.98			
	Interest from			
versus	Commission			
(	Costs			
Clair D. Conner, et al	Judgment entered			
	Date of Lien June 27, 1986			
······································	Nature of Lien Default Judgment			
Philadelphia National Bank }	No 467 of Term, 19.86			
	Real Debt    \$29,597,98			
	Interest from			
versus	Commission			
	Costs			
Leona O. Barnes	Judgment entered			
1	Date of Lien June 27, 1986			
	Nature of Lien Default Judgment			
	No of Term, 19			
	Real Debt			
	Interest from			
versus	Commission			
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versus	Commission			
	Costs			
	Judgment entered			
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