

delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.		2. <input type="checkbox"/> Restricted Delivery.	
3. Article Addressed to: MUNICIPAL AUTHORITY TOWN OF BLOOMSBURG, PA TOWN HALL BLOOMSBURG, PA 17815		4. Article Number P680 514 424	
5. Signature - Addressee X <i>Jackie Lynn</i>		Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD	
6. Signature - Agent X		Always obtain signature of addressee or agent and <b>DATE DELIVERED</b> .	
7. Date of Delivery SEP 28 1987		8. Addressee's Address (ONLY if requested and fee paid)	

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.	
1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.	2. <input type="checkbox"/> Restricted Delivery. 15
3. Article Addressed to: <i>Thomas C. Zerbe Jr. Deputy Attorney General Collections Unit 4th &amp; Walnut St. Harrisburg, Pa 17120</i>	4. Article Number P537 615 771
5. Signature - Addressee X	Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD
6. Signature - Agent X <i>Russell W. M...</i>	Always obtain signature of addressee or agent and <b>DATE DELIVERED</b> .
7. Date of Delivery SEP 28 1987	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		1. The following service is requested (check one): <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> RESTRICTED DELIVERY. <input type="checkbox"/> Show to whom date, and address of delivery.	
2. ARTICLE ADDRESS TO: <i>Genevieve S. Kern Town Hall Bloomsb. Pa 17815</i>		3. REGISTERED NO. 362110 CERTIFIED NO. INSURED NO.	
4. ARTICLE DESCRIPTION: <i>Genevieve S. Kern</i>		5. ADDRESS (Complete only if requested)	
6. SIGNATURE (Always obtain signature of addressee or agent) <i>Genevieve S. Kern</i>		7. DATE OF DELIVERY SEP 28 1987	
8. ADDRESS (Complete only if requested)		9. POSTMARK	
10. UNABLE TO DELIVER BECAUSE:		11. CLERK'S INITIALS	

PS Form 3811, Jan. 1979

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 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 additional service(s) requested.	
1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.	2. <input type="checkbox"/> Restricted Delivery.
3. Article Addressed to: <i>HOUSEHOLD FINANCE CO. 1504 WEST FRONT ST. BERWICK, PA 18603</i>	4. Article Number P680 514 930
5. Signature - Addressee X <i>Sharon Steele</i>	Type of Service: <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD
6. Signature - Agent X	Always obtain signature of addressee or agent and <b>DATE DELIVERED</b> .
7. Date of Delivery SEP - 2 1987	8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986

DOMESTIC RETURN RECEIPT

<b>SENDER:</b> Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "TURN TO" space on the reverse side. Failure to do so 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 boxes! for additional services requested.		1. <input type="checkbox"/> Show to whom shipped, date, and addressee's address.	
2. <input type="checkbox"/> Restricted Delivery.		3. Article Addressed to: <i>T.R.S.</i> <i>R.H.U. Special Functions</i> <i>P.O. Box 18</i> <i>Stoke, N.J. 08160</i>	
4. Article Number <i>P680 514 934</i> Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Carried <input type="checkbox"/> Express Mail All other contents, addresses or addressee's name and date delivered		5. Signature - Addressee <i>[Signature]</i>	
6. Addressee's Address (Print) <i>[Address]</i>		7. Date Delivered <i>[Date]</i>	
DOMESTIC RETURN RECEIPT		TURN TO REVERSE SIDE FOR ADDRESSEE'S RETURN RECEIPT	

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

December 15, 1987

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON VS. ROBERT J. & SONDA L. PEPE

No. 20 of 1987 J.D.  
No. 15 of 1987 E.D.

Thomas L. Kennedy  
First Valley Building  
Hazleton, PA 18201

Dear Mr. Kennedy:

Please find enclosed the recorded deed for the above named sheriff sale that was held in our office on November 5, 1987.

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

Sincerely,

*Susan S. Beaver*

Susan S. Beaver  
Deputy Sheriff

SSB

Encl.

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

December 4, 1987

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON VS. ROBERT J. & SONDRAL. PEPE

No. 20 of 1987 J.D.  
No. 15 of 1987 E.D.

Susan T. James  
29 E. Main Street  
Bloomsburg, PA 17815

Dear Susan:

Please find enclosed a check in the amount of \$30.00 for solicitor services for the above named sheriff sale that was held in our office.

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

Sincerely,

A handwritten signature in cursive script, reading "Susan S. Beaver", is written over the typed name.

Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (1)

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

December 4, 1987

First Federal Savings & Loan Assoc. of Hazleton vs. Robert J. & Sondra L. Pepe

No. 20 of 1987 J.D.

No. 15 of 1987 E.D.

Press Enterprise  
P.O. Box 745  
Bloomsburg, PA 17815

Dear Sir:

Please find enclosed a check for \$150.66 for the advertisement for the above named sheriff sale that was held in our office.

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

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (1)

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

December 4, 1987

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON VS. ROBERT J. & SONDRAL. PEPE

No. 20 of 1987 J.D.

No. 15 of 1987 E.D.

Municipal Authority  
Barbara Hunsinger  
Town Hall Bldg.  
Bloomsburg, PA 17815

Dear Barbara:

Please find enclosed a check in the amount of \$154.94 for sewer rental for the above named sheriff sale that was held in our office.

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

Sincerely,

A handwritten signature in cursive script that reads "Susan S. Beaver".

Susan S. Beaver  
Deputy Sheriff

SSB

Encl. (1)

# SHERIFF'S SALE

## Distribution Sheet

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON VS. ROBERT J. & SONDRAL. PEPE

NO. 20 of 1987 JD DATE OF SALE: November 5, 1987

NO. 15 of 1987 ED

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 (date) November 5, 1987 and (time) 10:00 A.M., of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON for the price or sum of Six hundred seven dollars and 38/100 plus Four hundred dollars Dollars. FIRST FEDERAL SAVINGS & LOAN ASSOC. OF HAZLETON poundage being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price .....	\$ 20,000.00	
Poundage .....	400.00	
Transfer Taxes .....	N/A	
Total Needed to Purchase .....		\$ 1007.38
Amount Paid Down .....		500.00
Balance Needed to Purchase .....		507.38

**EXPENSES:**


Columbia County Sheriff - Costs.....	\$ 166.03	
Poundage .....	400.00	
Newspaper .....		\$ 566.03
Printing .....		150.66
Solicitor .....		37.25
Columbia County Prothonotary .....		30.00
Columbia County Recorder of Deeds -		25.00
Deed copy work		18.50
Realty transfer taxes		
State stamps		
Tax Collector ( )		
Columbia County Tax Assessment Office.....		
State Treasurer .....		20.00
Other: SEWER MUNICIPALITY BLOOMSBURG 1987		154.94
TAX CLAIM BUREAU (lien certificate)		5.00

TOTAL EXPENSES: \$ 1007.38

Total Needed to Purchase	\$	
Less Expenses		
Net to First Lien Holder		
Plus Deposit		
Total to First Lien Holder	\$	

Sheriff's Office, Bloomsburg, Pa. }

So answers

 Sheriff

# SHERIFF'S SALE - COST SHEET

FEDERAL SAVINGS AND LOAN ASSOCIATION OF  
ETON

VS. ROBERT J. AND SONDRAL. PEPE

15 of 1987 E.D.

DATE OF SALE: November 5, 1987

## 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

\$ 14.00  
70.00  
15.03  
18.00  
14.00  
9.00  
7.00  
10.00  
9.00  
TOTAL . . . . . \$ 166.03

Press-Enterprise, Inc.  
Henrie Printing  
Solicitor's Services Susan James

\$ 150.66  
37.25  
30.00  
TOTAL . . . . . \$ 217.91

PROTHONOTARY: Liens List  
Deed Notarization  
Other

\$ 20.00  
5.00  
TOTAL . . . . . \$ 25.00

RECORDER OF DEEDS: Copywork  
Deed  
Other SEARCH

\$ 13.50  
5.00  
TOTAL . . . . . \$ 18.50

## REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19\_\_\_\_, 19\_\_\_\_  
School Taxes, District\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_ (Total Amts.)  
Delinquent Taxes, 19\_\_\_\_, 19\_\_\_\_, 19\_\_\_\_

\$\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TOTAL . . . . . \$

## MUNICIPAL RENTS:

Sewer - Municipality BLOOMSBURG, 1987\_\_\_\_, 19\_\_\_\_  
Water - Municipality\_\_\_\_, 19\_\_\_\_

\$ 154.94  
\_\_\_\_\_  
TOTAL . . . . . \$ 154.94  
20.00

SURCHARGE FEE: (State Treasurer)

\$ 5.00

MISCELLANEOUS: TAX CLAIM BUREAU (lien cert.)

\$ 5.00

TOTAL  
TOTAL COST

\$ 607.38



SHERIFF'S SALE REAL ESTATE  
FINAL COST SHEET

FIRST FEDERAL SAVINGS & LOAN ASSOC. OF VS ROBERT J. & SONDRAL. PEPE  
HAZLETON

NO. 15 of 1987 E.D. NO. 20 of 1987 J.D.

DATE OF SALE: November 5, 1987

BID PRICE ( INCLUDES COSTS )

\$ 20,000.00

POUNDAGE 2% BID PRICE

\$ 400.00

TRANSFER TAX 2% BID PRICE

\$ NA

MISC. COSTS

\$           

TOTAL NEEDED TO PURCHASE

\$ 1007.38

PURCHASER(S) First Federal Savings & Loan Ass. of Hazleton

ADDRESS : 12 E. Broad Hazleton

NAME(S) ON ~~DEED~~ Thomas L. Kennedy

PURCHASER(S) SIGNATURE(S) : Thomas Kennedy

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ 1007.38

LESS DEPOSIT \$ 500.00

DOWN PAYMENT \$           

AMOUNT DUE IN  
EIGHT DAYS \$ 507.38

SHERIFF'S SALE - COST SHEET

Paul J. Haskins vs. John J. Smith & Sons P.R.

15 - 1981

DATE OF SALE: Nov 5 1981

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>
Service	<u>70.00</u>
Mailing	<u>1.00</u>
Advertising, Sale Bills & Newspapers	<u>18.00</u>
Printing Handbills	<u>1.00</u>
Mileage	<u>7.00</u>
Crying/Adjourn of Sale	<u>1.00</u>
Sheriff's Deed	<u>1.00</u>
Distribution	<u>1.00</u>
Other	<u>1.00</u>

TOTAL . . . . . \$ 126.00

Press-Enterprise, Inc.	\$ <u>150.00</u>
Henrie Printing	<u>27.00</u>
Solicitor's Services	<u>1.00</u>

TOTAL . . . . . \$ 178.00

PROTHONOTARY: Liens List	\$ <u>1.00</u>
Deed Notarization	<u>1.00</u>
Other	<u>1.00</u>

TOTAL . . . . . \$ 3.00

RECORDER OF DEEDS: Copywork	\$ <u>1.00</u>
Deed	<u>1.00</u>
Other	<u>1.00</u>

TOTAL . . . . . \$ 3.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19	\$ <u>1.00</u>
School Taxes, District	<u>1.00</u>
Delinquent Taxes, 19, 19, 19 (Total Amts.)	<u>1.00</u>

TOTAL . . . . . \$ 3.00

MUNICIPAL RENTS:

Sewer - Municipality	\$ <u>1.00</u>
Water - Municipality	<u>1.00</u>

TOTAL . . . . . \$ 2.00

SURCHARGE FEE: (State Treasurer)

<u>MISCELLANEOUS:</u> <u>7.00</u>	\$ <u>7.00</u>
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TOTAL . . . . . \$ 7.00

TOTAL COSTS . . . . . \$ 206.00

*PePe*

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT Aug 31, 1987  
DOCKET AND INDEX 15 of 1987 ED 20 of 87 JD  
SET FILE FOLDER UP JA Sept 2  
CHECK FOR PROPER INFO  
WRIT OF EXECUTION JA 9/2/87  
COPY OF DESCRIPTION JA 9/2/87  
WHEREABOUTS OF LAST KNOWN ADDRESS JA 9/2/87  
NON-MILITARY AFFIDAVIT JA Missing 9/2/87  
NOTICES OF SHERIFF'S SALE JA 9/2/87  
WATCHMAN RELEASE FORM JA 9/2/87  
AFFIDAVIT OF LIENS LIST JA 9/2/87  
CHECK FOR \$500.00 -- JA # 18735 check 500 + 50 for expense

\* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO Call Att on 9/3/87

SET SALE DATE AND ADV. DATES AND POSTING DATES Sale date Nov 5, 1987  
Oct 13-20-27

POST ALL DATES ON CALANDER JA 9/2/87

- \* SET SALE DATE AT LEAST 2MONTHS AFTER RECEIVING WRIT
- \* SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES
- \* SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE

SET DISTRIBUTION DATE Nov 17, 1987

- \* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED)
- \* MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED

FILL IN ALL NO'S ON EXECUTION PAPERS JA 9/2/87

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) JA 9/2/87

SERVICE

TYPE CARDS FOR DEFENDANTS JA 9/2/87

PUT PAPERS TOGETHER FOR DEFENDANTS JA 9/2/87

- \* COPY OF WRIT FOR EACH DEFENDANT
- \* NOTICE OF SHERIFF SALE
- \* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS JA 9/2/87

- \* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT JA

- \* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO JA 9/2/87

SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS JA

SHERIFF'S SALE OUTLINE CON'TSALE BILLS

SEND DESCRIPTION TO PRINTER \_\_\_\_\_

\*\* THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONS

SEND NOTICE TO PRESS DIRECTING WHEN TO ADV. \_\_\_\_\_

SEND NOTICES TO LOCAL TAX COLLECTORS \_\_\_\_\_

NOTICES TO WATER AND SEWER AUTH. \_\_\_\_\_

SEND NOTICES TO FEDERAL AND STATE TAX AUTH \_\_\_\_\_

IF BUSINESS SEND COPY TO SBA AUTH. \_\_\_\_\_

HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE \_\_\_\_\_

TAX CLAIM OFFICE \_\_\_\_\_

TAX ASSESSMENT OFFICE \_\_\_\_\_

PROTH OFFICE(post on board) \_\_\_\_\_

POST IN FRONT LOBBY \_\_\_\_\_

POST IN SHERIFF'S OFFICE \_\_\_\_\_

SEND COPY TO ATTY \_\_\_\_\_

POST PROPERTY ACCORDING TO DATE SET \_\_\_\_\_

SEND RETURN OF POSTING TO ATTY \_\_\_\_\_

DOCKET ALL COSTS \_\_\_\_\_

PREPARE COST SHEET 2 DAYS BEFORE SALE \_\_\_\_\_

\* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE \_\_\_\_\_

HOLD SALE \_\_\_\_\_

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE \_\_\_\_\_

PAY DISTRIBUTION ACCORDING TO DATE \_\_\_\_\_

\* WHEN PAYING INCLUDE ADDRESS OF CHANGE OF OWNER TO WHOM IT MAY CONCERN

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED \_\_\_\_\_

WHEN DEED IS RECORDED SEND TO BUYER \_\_\_\_\_

FILE FOLDER \_\_\_\_\_

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly, III, Publisher . . . . ., being duly sworn according to law deposes and says that Press-Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily (except Sundays and Legal Holidays) continuously in said Town, County and State since the date of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on . . . October 13, October 20, October 27 . . . . ., 19 . 87 . exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press-Enterprise are interested in the subject matter of said notice and advertisement, and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

*Paul R. Eyerly, III*

Sworn and subscribed to before me this *30th* day of *Oct* 19 *87*

*Matthew J. Kline*  
(Notary Public)

My Commission Expires

NOTARY PUBLIC  
MATTHEW J. KLINE  
3185 LACKAWANNA AVENUE  
BLOOMSBURG, PA 17815

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

.....

State of Pennsylvania  
County of Columbia

ss.

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

Robert J. Pepe and Sonda L. Pepe, his wife,

and find as follows:

See photostatic copies attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 29th day of October  
A.D., 19 87.

*Beverly J. Michael* RECORDER

**MORTGAGE**

THIS MORTGAGE is made this 27th day of August 1980, between the Mortgagor, ROBERT J. PEPE and SONDA L. PEPE, his wife, of Bloomsburg, Columbia County, Pennsylvania (herein "Borrower") and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON, a corporation organized and existing under the laws of The United States of America, whose address is 10-12 East Broad Street, Hazleton, Luzerne County, Pennsylvania 18201 (herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of THIRTY-TWO THOUSAND THREE HUNDRED (\$32,300.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010;

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, Town of Bloomsburg, State of Pennsylvania:

ALL THAT CERTAIN piece, parcel or lot of ground situate on the West side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by Lot No. 9; on the East by Oak Street aforesaid; on the South by Lot No. 11 and on the West by other lands of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands of Robert W. Carey. On which is erected a two-story dwelling house.

BEING the same premises which James L. Hess and Joanne A. Hess, his wife, by their deed dated the 27th day of August 1980, and recorded contemporaneously herewith, granted and conveyed unto Robert J. Pepe and Sonda L. Pepe, his wife, mortgagors herein.

which has the address of 708 Oak Lane, Bloomsburg, Pa. 17815 (herein "Property Address");  
(Street) (City)  
(State and Zip Code)

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

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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes

and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

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

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

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

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

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

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

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

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

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

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

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



loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**18. Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure

by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

*Sam M. Miller*  
*Robert J. Pepe*

ROBERT J. PEPE

(SEAL)

-Borrower

*Sonda L. Pepe*

(SEAL)

-Borrower

COMMONWEALTH OF PENNSYLVANIA, Columbia County ss:

On this, the 27th day of August, 1980, before me, Glenda A. Ernest

Notary Public, the undersigned officer, personally appeared

Robert J. Pepe and Sonda L. Pepe, his wife

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes herein contained.

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

GLENDA A. ERNEST, Notary Public

Lionisburg, Columbia County, Pa.

My Comm. Expires December 31, 1983

I hereby certify that the precise residence of the First Federal Savings and Loan Association of Hazleton, Mortgage, is 12 East Broad Street, Hazleton, Luzerne County, Pa.

*William D. Buckley*

Attorney for Mortgagee

Commonwealth of Pennsylvania }  
County of Columbia 2:02 p.m. } ss:

RECORDED on this 27th

day of August,

A. D. 1980, in the

Recorder's Office of the said county, in Mortgage Book Vol. 200

Page 882.

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

*Beverly J. Michael*  
acting Recorder

RECORD & RETURN TO:

*Notary Cleveland Hemmel*

#305  
REC'D BY RECORDER  
COLUMBIA CO., PA.

TAX \$52.00 - FEB 25, 1981

AUG 27 2 02 PM '80

REAL ESTATE MORTGAGE

THIS INDENTURE, made the 29th day of July, 19 81, by and between

Robert Pepe & Sonda Pepe, His Wife (MORTGAGORS)

and HOUSEHOLD FINANCE CONSUMER DISCOUNT COMPANY, a Pennsylvania Corporation (MORTGAGEE),

1504 W. Front Street, Berwick Pennsylvania.  
MORTGAGORS, on this date, have executed a note by the terms of which MORTGAGORS have become indebted to  
MORTGAGEE in the sum of 7080.00 Dollars to be paid, including interest as specified  
therein, within 60 months from the date hereof in 60 monthly installments of  
118.00 Dollars and the first installment to be paid on August 29 1981 and  
the succeeding installments to be paid on the 29th day of each month thereafter until the entire sum due is paid in full.

This Mortgage and the lien thereof shall be security for this debt made by MORTGAGEE to MORTGAGORS.

MORTGAGORS covenant and warrant that MORTGAGORS have full fee simple title to the mortgaged premises hereinafter described, that MORTGAGORS will pay the above mentioned debt as required by the said note; that the buildings on the premises shall be kept insured against loss by fire for the benefit of MORTGAGEE, in companies and amounts satisfactory to MORTGAGEE, with a standard mortgagee clause; and MORTGAGORS will pay any tax, assessment or other governmental charge, including water and sewer rents, assessed against or imposed upon the said premises, and will deliver to MORTGAGEE receipts therefor immediately upon demand.

Upon nonpayment by MORTGAGORS of any installment on the date when such installment shall fall due, or failure by MORTGAGORS to keep required insurance in force, the entire balance of the aforesaid debt shall become due and payable, at the option of MORTGAGEE, as provided in the note.

In the event that MORTGAGEE retains an attorney to institute an action on the said note or to foreclose on this Mortgage, then MORTGAGORS shall pay, in addition to the balance due on the said note, including accrued interest, any attorney fees and court costs; and in the event that MORTGAGEE obtains a judgment against MORTGAGORS in the suit on the said note or on this Mortgage, and thereafter issues a writ of execution or other appropriate writ on the said judgment, then MORTGAGORS hereby waive all rights and benefits under any and all laws or rules of court now or hereafter in effect granting or permitting any exemption or stay of execution against the mortgaged premises, and any such judgment shall bear interest at the applicable rate until the full amount due MORTGAGEE is actually paid, by the Sheriff or otherwise.

NOW THEREFORE, MORTGAGORS, in consideration of the said debt, and to secure payment thereof, hereby grant, bargain and sell to MORTGAGEE

ALL THAT CERTAIN tract or parcel of land situate in the County of Columbia,  
Commonwealth of Pennsylvania, more particularly described in the Deed recorded in the office for the recording of deeds in  
Deed Book No. 299 page 155 "and otherwise known as"

708 Oak St.  
Bloomsburg, Pa. 17815

TOGETHER with the buildings, improvements, rights, privileges, hereditaments and appurtenances, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises unto MORTGAGEE forever.

PROVIDED, nevertheless, that if MORTGAGORS shall pay to MORTGAGEE the entire debt as hereinbefore set forth, then the estate hereby granted shall cease, determine and become void.

Mortgagors hereby waive and release all their rights in the above described property under Federal exemption laws.

This mortgage may not be assumed without the written consent of the MORTGAGEE.

IN WITNESS WHEREOF the said MORTGAGORS have hereunto set hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

J. E. Shumley ..... Robert Pope ..... (SEAL)  
..... (Robert Pope)  
..... Sonda Pope ..... (SEAL)  
..... (Sonda Pope)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Columbia

} ss.

On the 29th day of July, 19 81, before me, personally appeared the above-named

Robert Pope

and

Sonda Pope, His Wife

and in due form of law acknowledged the above INDENTURE OF MORTGAGE to be their free and voluntary act and deed, and desired that it be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

It is hereby certified that the address  
of the within-named Mortgagee is

1504 W. Front St.

Berwick, Pa 18603

on behalf of MORTGAGEE.

JOSEPH E. SKURSKY, Notary Public  
Berwick, Luzerne Co., Pa.  
My Commission Expires Dec 31, 1981



Recorded in Columbia County

Mtg. Book 206, page 28 on

July 31, 1981 at 10:17 a.m.

Beverly J. Michael  
Acting Recorder

# 362  
REC'D BY RECORDER  
COLUMBIA CO., PA.  
TAX \$50.00 FEE \$50.00  
JUL 31 10 17 AM '81

BOOK 206 PAGE 29

# LIST OF LIENS

## VERSUS

Robert J. & Sonda L. Pepe

Court of Common Pleas of Columbia County, Pennsylvania.

First Federal Savings & Loan Assoc.

of Hazelton

versus

Robert J. & Sonda L. Pepe

No. 20- of Term, 19 87  
Real Debt ||\$ 38,336.74  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien February 27, 1987  
Nature of Lien Default Judgment

Municipal Authority of the Town of

Bloomshurg,

versus

Robert J. & Sonda L. Pepe

No. 191 of Term, 19 84  
Real Debt ||\$ 182.88  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered  
Date of Lien December 28, 1984  
Nature of Lien Sewer Claim

versus

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

versus

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

versus

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

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.

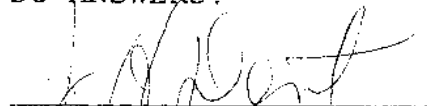
NO. 20 of 1987

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Sept. 28 1987 at 2:00 P.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF Robert J. & Senda L. Pepe  
at 708 Oak St., Bloomsburg, Pennsylvania 17815  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF James E. Dent

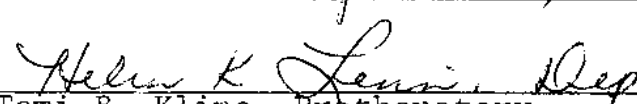
SO ANSWERS:

  
Deputy Sheriff

FOR:

John R. Adler, Sheriff

Sworn and subscribed before me this  
28th day of September, 1987

  
Tami B. Kline, Prothonotary  
Columbia County, Pennsylvania

PROTH. & CLK. OF SUP. COURTS  
MY COMM. EX. 1st. TERM. JAN. 1, 1988



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

(717) 787-3646

LeRoy S. Zimmerman  
ATTORNEY GENERAL

Reply To:

September 14, 1987

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

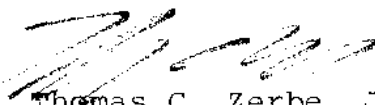
John R. Adler, Sheriff  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17851

RE: Robert & Sondra Pepe

Dear Sheriff Adler:

The records of the Collection Unit of the Office of Attorney General do not indicate that any claim against Robert J. Pepe or Sondra L. Pepe has been referred here for enforcement.

Very truly yours,

  
Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit

TCZ/kf

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

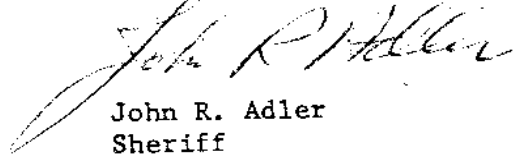
Date: Sept 4 1987  
To: Geraldine S. Kern  
Town Hall  
301 E 2nd St  
Bloomsburg, Penna, 17815  
RE: First Federal vs Robert & Sandra P. K  
No. 15 of 1987 ED No. 20 of 1987 JD

Dear Sir:-

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

  
John R. Adler  
Sheriff

Enclosed are copies of Paid 1987  
Real Estate Taxes



**TAX NOTICE**

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN

708 OAK ST LOT #10  
FALLS CHURCH VA 22026

HOURS: 9:00 AM - 5:00 PM  
CLOSING: 12:00 PM - 2:00 PM

PHONE: (703) 271-1111

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

FOR COLUMBIA COUNTY DATE 05/01/87 BILL NO 02285

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	IF PAID BEFORE	IF PAID AFTER
PROPERTY OF E. S. KERN	2,000.00	10.00	20.00	20.00	20.00	20.00
LESS DISCOUNT			10.00	10.00	10.00	10.00
TOTAL				10.00	10.00	10.00

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

**PAY THIS AMOUNT**

IF PAID ON OR BEFORE

IF PAID AFTER

PROPERTY DESCRIPTION

TOWN OF BLOOMSBURG, PA

05/10/87

GERALDINE S. KERN  
TAX COLLECTOR

REC'D BY

**TAX NOTICE**

MAKE CHECKS PAYABLE TO:

GERALDINE S. KERN

708 OAK ST LOT #10  
FALLS CHURCH VA 22026

HOURS: 9:00 AM - 5:00 PM  
CLOSING: 12:00 PM - 2:00 PM

PHONE: 786-1581 CLOSING HOLIDAYS

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX AMOUNT	IF PAID ON OR BEFORE	IF PAID AFTER
PROPERTY OF E. S. KERN	2,000.00	10.00	20.00	20.00	20.00	20.00
LESS DISCOUNT			10.00	10.00	10.00	10.00
TOTAL				10.00	10.00	10.00

THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE

**PAY THIS AMOUNT**

IF PAID ON OR BEFORE

IF PAID AFTER

PROPERTY DESCRIPTION

TOWN OF BLOOMSBURG, PA

JUL 16 1987

GERALDINE S. KERN  
TAX COLLECTOR

REC'D BY

22026

FALLS CHURCH VA

708 OAK ST

ACCT NO. 19478  
PARCEL 708 OAK ST LOT #10

L-40X109 BUILDINGS 170

2,150

TOTAL 2,320

**PAID**

88A

# MUNICIPAL AUTHORITY

## Of The TOWN OF BLOOMSBURG

PENNSYLVANIA 17815

(717) 784-5422

September 9, 1987

Chairman  
*Charles C. Housenick II*  
Vice Chairman  
*Charles E. Long*  
Treasurer  
*Samuel R. Evans*  
Secretary-Asst. Treasurer  
*Gerald Depa*  
Solicitor  
*Charles B. Pursel*

Board of Directors  
*Charles C. Housenick II*  
*Charles E. Long*  
*Richard Conner*  
*Robert Linn*  
*Samuel R. Evans*

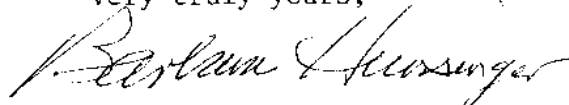
John R. Adler, Sheriff  
P.O. Box 380  
Bloomsburg, PA 17815

Dear Sheriff Adler:

In regard to your letter of Sept. 3, 1987 concerning the sheriff sale on Nov. 5, 1987 for property owned by Robert J. and Sonda L. Pepe, the Municipal Authority of the Town of Bloomsburg is owed \$154.94 for sewer rentals for property at 708 Oak Street, Bloomsburg, PA.

Thank you for your assistance and cooperation.

Very truly yours,



Barbara Hunsinger  
Municipal Authority  
of the  
Town of Bloomsburg

LAW OFFICES OF  
LAPUTKA, BAYLESS, ECKER & COHN  
A PROFESSIONAL CORPORATION

BARTEL E. ECKER  
MARTIN D. COHN  
BRUCE S. MILLER  
BART E. ECKER  
THOMAS L. KENNEDY  
THEODORE R. LAPUTKA, JR.  
CHARLES R. PEDRI  
ANDREW J. PRIMERANO

SIXTH FLOOR  
FIRST VALLEY BUILDING  
HAZLETON, PENNSYLVANIA 18201  
455-4731 AREA CODE 717  
TELEFAX: 717-459-0729

OF COUNSEL  
THEODORE R. LAPUTKA, SR.  
KENNETH R. BAYLESS

September 3, 1987

Sheriff of Columbia County  
Columbia County Court House  
Bloomsburg, PA 17815

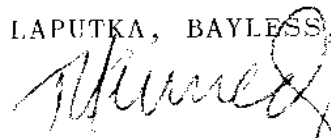
RE: First Federal Savings and Loan Association of Hazleton  
vs. Robert J. Pepe, et ux  
No. 20 of 1987

Dear Sheriff:

With reference to the above and in line with your request  
to my secretary this date, enclosed please find Affidavit of  
Non-Military Service.

Sincerely yours,

LAPUTKA, BAYLESS, ECKER & COHN, P.C.



Thomas L. Kennedy

bma  
Enc.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROBERT J. PEPE and SONDA L. PEPE,  
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY

: CIVIL ACTION- LAW

: Mortgage Foreclosure  
: and In Assumpsit

: NO. 20 of 1987

AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS

COMMONWEALTH OF PENNSYLVANIA :

: ss

COUNTY OF LUZERNE :

THOMAS L. KENNEDY, ESQUIRE, being duly sworn according to law, does depose and say that he did, upon the request of First Federal Savings and Loan Association of Hazleton investigate the status of ROBERT J. PEPE and SONDA L. PEPE, his wife, with regards to the Soldiers' and Sailors' Civil Relief Act of 1940; and that he made such investigation personally. And your affiant avers that ROBERT J. PEPE and SONDA L. PEPE, his wife, 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' Relief Act of 1940.

*Thomas L. Kennedy*

Thomas L. Kennedy, Esquire

Sworn to and subscribed before me

this 31<sup>st</sup> day of Aug., 1987.

Bernadine M. Antolik  
Notary Public

BERNADINE M. ANTOLIK, Notary Public  
With Bond of \$10,000, expires 12/31/91  
My Commission Expires 12/31/91

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

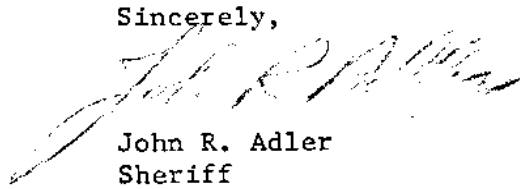
Date: Sept 4, 1987  
To: Barbara S. Keon  
Tuna Hall  
Box 5 and 3rd  
Bloomsburg, Pa. 17815  
RE: First Federal vs. Chas. & Susan R/R  
No. 15 of 1987 ED No. 252 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

PRESS/ENTERPRISE  
Lackawanna Avenue  
Bloomsburg, PA 17815

Date: Sept 3 1987

RE: Sheriff's Sale Advertising Dates

First Forfeiture vs K. Hunt + Son's P & P

No. 15 of 1987 ED No. 20 of 1987 JD

Dear Sir:

Please advertise the enclosed Sheriff's Sale on the following dates:

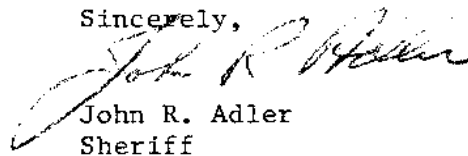
1st week Oct 13, 1987

2nd week Oct 20, 1987

3rd week Oct 27, 1987

Feel free to contact me if you have any problems.

Sincerely,

  
John R. Adler  
Sheriff

enc.

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: Sept 3, 1987  
To: Thompson, Stephen  
Owner of Bloomsburg, Pa.  
Town Hall  
Bloomsburg, Pa, 17815  
RE: East Bloomsburg vs Robert S. Smith P/E  
No. 15 of 1987 ED No. 20 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Adler".  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: Sept 3, 1987

To: Homehold Finance Co  
1504 West Front St  
Bloomburg, Penna 17603

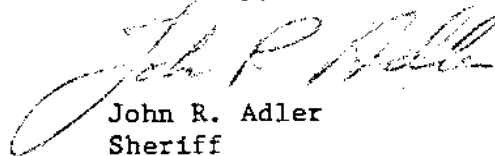
RE: First Federal vs Rhonda Sando RPR  
No. 15 of 1987 ED No. 20 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

  
John R. Adler  
Sheriff



OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: Sept 3 1987  
To: Office of F.A.I.R.  
Dept of Public Welfare  
P.O. Box 8016  
Harrisburg, Pa. 17105  
RE: East Federal vs Robert & Son's Pet  
No. 15 of 1987 ED No. 20 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Adler".  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

Date: Sept 3, 1987

To: J. B. D.

20 N Penn Ave

Rm 2327

W. H. B. - Bann PA 17701

RE: First Federal vs Robert + Sandra RPR

No. 15 of 1987 ED

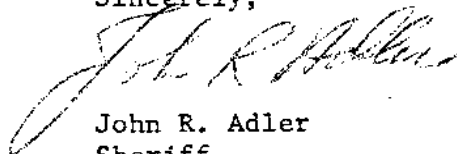
No. 20 of 1987 JD

Dear Sir:

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1991

Date: Sept 3 1987

To: J. R. S.

P.O. Box 12050

Phila, Penna 19106

444 Grand Functions

RE: First Federal vs Rupert & Sandra PePe

No. 15 of 1987 ED

No. 20 of 1987 JD

Dear Sir:..

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



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

PHONE  
717-784-1891

Date: Sept 3, 1987  
To: Commonwealth of Penna  
Dept of Revenue  
PO Box 2055  
Bloomsbury, Pa 17105  
RE: First Federal vs Phantom & Sonnet P&R  
No. 15 of 1987 ED No. 2 of 1987 JD

Dear Sir:..

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Adler".  
John R. Adler  
Sheriff

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 360  
BLOOMSBURG, PA. 17816

PHONE  
717-784-1891

Date: Sept 3, 1987

To: Thomas C. Zerbe Jr.

Deputy Atty General

Collections Unit 4th & Walnut St

Harrisburg, Pa 17120

RE: First Federal vs Robert & Sandra Pet

No. 15 of 1987 ED

No. 20 of 1987 JD

Dear Sir:.

Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.

Feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Adler".  
John R. Adler  
Sheriff

By virtue of a Writ of Execution No. 15 of 1987, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on Nov 5, 1987, at 10.00 o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground situate on the west side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by Lot No. 9; on the east by Oak Street aforesaid, on the south by Lot No. 11 and on the west by other lands now or formerly of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands now or formerly of Robert W. Carey.

On which is erected a two-story dwelling house having the address of 708 Oak Lane, Bloomsburg, Penna., 17815.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, 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 in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROBERT J. PEPE and SONDA L. PEPE, his wife, and will be sold by

*John R. Keller*  
Sheriff of Columbia County

Thomas L. Kennedy, Esquire  
LAPUTKA, BAYLESS, ECKER & COHN, P.C.  
Sixth Floor-First Valley Bldg.  
Hazleton, PA 18201

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROBERT J. PEPE and SONDA L. PEPE,  
his wife,

Defendants

IN THE COURT OF COMMON PLEAS  
COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure  
and In Assumpsit

NO. 20 of 1987

NOTICE PURSUANT TO R.C.P. 3129 OF  
THE SUPREME COURT OF PENNSYLVANIA

TO THE FOLLOWING DEFENDANTS AND OWNERS:

ROBERT J. PEPE  
4037 Smith Street, Lot 2  
Bloomsburg, PA 17815

SONDA L. PEPE  
4037 Smith Street, Lot 2  
Bloomsburg, PA 17815

This Notice is given to you as owners and defendants in an execution proceeding brought before the Sheriff of Columbia County, Pennsylvania, by First Federal Savings and Loan Association of Hazleton relative to the following judgment and execution: No. 20 of 1987 J.D. and No. H 15-1987, E.D.

The property together with its location and improvements are described on "Exhibit A" attached to this Notice; and said premises will be offered for sale by the Sheriff of Columbia County according to the information set forth in this Notice.

The sale will be held on Nov 5, 1987 at 10:00 A.M. in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania.

A Schedule of Distribution will be filed by the Sheriff no later than thirty (30) days after the sale and distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days from the date of filing.

BY Thomas L. Kennedy  
Thomas L. Kennedy, Esq.  
Attorney for Plaintiff

\*See next page.

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 ONE OF THE OFFICES LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Pa. Lawyer Referral Service  
Pennsylvania Bar Assoc.  
P.O. Box 186  
Harrisburg, PA 17108  
Telephone: 1-(800) 697-7375

Susquehanna Legal Services  
36 West Main Street  
Bloomsburg, Pa., 17815  
1-717-784-8760



Robert J. Pepe and Sonda L. Pepe, his wife

ALL that certain piece, parcel or lot of ground situate on the west side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by Lot No. 9; on the east by Oak Street aforesaid, on the south by Lot No. 11 and on the west by other lands now or formerly of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands now or formerly of Robert W. Carey.

On which is erected a two-story dwelling house having the address of 708 Oak Lane, Bloomsburg, Penna., 17815.

FIRST FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF HAZLETON,	:	COLUMBIA COUNTY
	:	
Plaintiff	:	CIVIL ACTION- LAW
	:	
vs.	:	Mortgage Foreclosure
	:	and In Assumpsit
ROBERT J. PEPE and SONDA L. PEPE,	:	
his wife,	:	
	:	
Defendants	:	NO. 20 of 1987

NOTICE OF SALE OF REAL PROPERTY

By virtue of a Writ of Execution No. 15 of 1987, issued out of the Court of Common Pleas of Columbia County, Civil Division, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in a Court Room to be announced, Columbia County Court House, Bloomsburg, Pennsylvania, on Nov 5, 1987, at 10:00 o'clock A.M. in the forenoon of said day, all the right, title and interest of the Defendants in and to:

ALL that certain piece, parcel or lot of ground situate on the west side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by lot No. 9; on the east by Oak Street aforesaid, on the south by Lot No. 11 and on the west by other lands now or formerly of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands now or formerly of Robert W. Carey.

On which is erected a two-story dwelling house having the address of 708 Oak Lane, Bloomsburg, Penna., 17815.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest that the Sheriff will, not later than thirty (30) days after the sale, 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 in execution at the suit of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAZLETON vs. ROBERT J. PEPE and SONDA L. PEPE, his wife, and will be sold by

*John R. Adler*  
Sheriff of Columbia County

Thomas L. Kennedy, Esquire  
LAPUTKA, BAYLESS, ECKER & COHN, P.C.  
Sixth Floor-First Valley Bldg.  
Hazleton, PA 18201

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROBERT J. PEPE and SONDA L. PEPE,  
his wife,

Defendants

IN THE COURT OF COMMON PLEAS  
COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure  
and In Assumpsit

*Writ of Execution #15-1987*  
NO. 20 of 1987

WRIT OF EXECUTION NOTICE

This paper 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 rights to prevent your property from being taken. A lawyer can advise you more specifically to these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a Petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a Petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a Petition with the Court to strike the judgment.\*

\*See next page.

In addition, you may have the right to petition to set aside the sale for; (1) grossly inadequate price; (2) lack of competitive bidding by agreement; 3) irregularities in sale; or (4) fraud. To exercise this right you should file a Petition with the Court after the sale and before the Sheriff has delivered his deed to the 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.

Schuylkill County Legal Services  
514 North Centre Street  
Pottsville, Pa., 17901  
(717) 628-3270

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROBERT J. PEPE and SONDA L. PEPE,  
his wife,

Defendants

IN THE COURT OF COMMON PLEAS  
COLUMBIA COUNTY

CIVIL ACTION- LAW

Mortgage Foreclosure  
and In Assumpsit

NO. 20 of 1987

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

COMMONWEALTH OF PENNSYLVANIA :  
: ss  
COUNTY OF COLUMBIA :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

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

See attached description.

Amount Due to 12/10/86  
Attorney's Fee  
Interest from 12/10/86 to 5/1/87

\$ 33,327.02  
\$ 3,332.70  
\$ 1,677.02

TOTAL

\$ 38,336.74

Plus costs

as endorsed.

Dated 8.31.87

(SEAL)

James B. King  
Prothonotary, Court of  
Common Pleas of Columbia  
County, Pennsylvania

BY: Barbara N. Silvestri  
Deputy

Robert J. Pepe and Sonda L. Pepe, his wife

ALL that certain piece, parcel or lot of ground situate on the west side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by Lot No. 9; on the east by Oak Street aforesaid, on the south by Lot No. 11 and on the west by other lands now or formerly of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands now or formerly of Robert W. Carey.

On which is erected a two-story dwelling house having the address of 708 Oak Lane, Bloomsburg, Penna., 17815.

# United States Bankruptcy Court

For the Middle District of Pennsylvania

In re

ROBERT JOSEPH PEPE  
SONDA LEE PEPE

Case No. 5-87-00177

Debtors\*

E.D. 15 of 1987

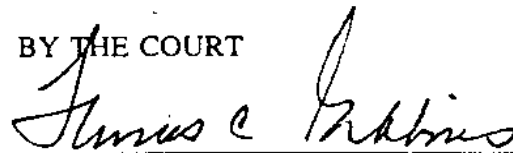
## DISCHARGE OF DEBTORS

It appearing that the persons named above have filed a petition commencing a joint case under title 11, United States Code on the 24th day of March, 1987, that an order for relief was entered under chapter 7 and that no complaint objecting to the discharge of the debtors was filed within the time fixed by the court [or that a complaint objecting to discharge of one or both of the debtors was filed and, after due notice and hearing, was not sustained], it is ordered that

1. The above-named debtors be and they hereby are released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court be and it hereby is null and void as a determination of the personal liability of the debtors with respect to any of the following:
  - (a) debts dischargeable under 11 U.S.C. §523;
  - (b) unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from the discharge under clauses (2), (4) and (6) of 11 U.S.C. §523 (a);
  - (c) debts determined by this court to be discharged under 11 U.S.C. §523.
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above be and they hereby are enjoined from commencing, continuing or employing any action, process or act to collect, recover or offset any such debt as a personal liability of the debtor, or from property of the debtors, whether or not discharge of such debt is waived.

Dated: July 15, 1987

BY THE COURT



Bankruptcy Judge

\*Include all names used by debtors within last 6 years.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF HAZLETON,

Plaintiff

vs.

ROBERT J. PEPE and SONDA L. PEPE,  
his wife,

Defendants

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY

: CIVIL ACTION- LAW

: Mortgage Foreclosure  
: and In Assumpsit

: NO. 20 of 1987

WRIT

TO: SHERIFF OF COLUMBIA COUNTY

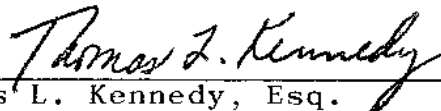
You are hereby directed to seize, levy, advertise and sell  
all the real property of the above named Defendants on the premises  
located at 708 Oak Lane, Bloomsburg, PA 17815.

You are hereby released from any responsibility in not  
placing watchmen or insurance on the real property levied on by virtue  
of this Writ.

LAPUTKA, BAYLESS, ECKER & COHN, P.C.

DATED: August 31, 1987

BY:

  
Thomas L. Kennedy, Esq.  
Attorney for Plaintiff



FIRST FEDERAL SAVINGS AND LOAN	:	IN THE COURT OF COMMON PLEAS
ASSOCIATION OF HAZLETON,	:	COLUMBIA COUNTY
	:	
Plaintiff	:	CIVIL ACTION- LAW
	:	
vs.	:	Mortgage Foreclosure
	:	and In Assumpsit
ROBERT J. PEPE and SONDA L. PEPE,	:	
his wife,	:	
	:	
Defendants	:	NO. 20 of 1987

AFFIDAVIT PURSUANT TO RULE 3129

THOMAS L. KENNEDY, ESQUIRE, attorney for Plaintiff in the above action, sets forth as of the date of the reinstated Writ of Execution was filed, the following information concerning the real property located at:

708 Oak Lane, Bloomsburg, Pa., 17815  
See attached description

1. Name and address of Owner(s) or Reputed Owner(s):

ROBERT J. PEPE	4037 Smith Street, Lot 2 Bloomsburg, PA 17815
SONDA L. PEPE	4037 Smith Street, Lot 2 Bloomsburg, PA 17815

2. Name and address of Defendant(s) in judgment:

Name:	Address:
ROBERT J. PEPE	4037 Smith Street, Lot 2 Bloomsburg, PA 17815
SONDA L. PEPE	4037 Smith Street, Lot 2 Bloomsburg, PA 17815

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name:	Address:
<i>Municipal Authority Town of Bloomsburg</i>	<i>Town Hall Bloomsburg Pa 17815</i>

4. Name and address of the last recorded holder of every mortgage of record:

Name: *Household Finance  
Co. Company*

Address: *1504 W. Front St  
Berwick, Pa 18603*

5. 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:

Name:

Address:

6. 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:

Name:

Address:

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. Sec. 4904 relating to unsworn falsification to authorities.

DATE: August 31, 1987

*Thomas L. Kennedy*

Thomas L. Kennedy, Esq.  
Attorney for Plaintiff

Robert J. Pepe and Sonda L. Pepe, his wife

ALL that certain piece, parcel or lot of ground situate on the west side of Oak Street in the new addition of the Bloomsburg Improvement Company to the Town of Bloomsburg, and being the easterly 109 feet of Lot No. 10 in Block No. 30, in the Plot or draft of said addition compiled by J. C. Brown and Samuel Neyhard in the year 1891, being further described and bounded as follows:

On the North by Lot No. 9; on the east by Oak Street aforesaid, on the south by Lot No. 11 and on the west by other lands now or formerly of Robert W. Carey, being the westerly portion of the aforesaid lot. Said lot being 40 feet in front on said Oak Street and 109 feet in depth to line of other lands now or formerly of Robert W. Carey.

On which is erected a two-story dwelling house having the address of 708 Oak Lane, Bloomsburg, Penna., 17815.