## JOHN R. ADLER



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

PHONE 717-784-1991

August 25, 1987

Leon Haller, Esq. Purcell, Nissley, Krug & Haller 1719 N. Front Street Harrisburg, PA 17102

RE: The Lomas & Nettleton Company vs. Chester C. Swank, Jr. & Gerald Swank

No. 28 of 1987 E.D. No. 310 of 1987 JD

Dear Mr. Haller:

Enclosed is the recorded deed for the Sheriff Sale on Chester C. & Gerald Swank. This deed was recorded on August 24, 1987.

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

sincerely, Luvan S. Beamer

Susan S. Beaver

Deputy Sheriff

SSB

Encl.

cc: File



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

## REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

	RECORDER'S USE ONLY	
State Tax Pai	ď	
Book Number		<del>-</del>
Page Number	, 11474	····
Date Records		

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) o tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional specific

	seigi - Wii iudni	ries may be direct	ted to the following per	son:
Name John R. Adler		-	Telephone Number:	
			Area Code ( <sup>/ 1 /</sup> )	784-1991 ext. 210
Street Address P.O. Box 380	В	City Loomsburg	State PA	Zip Code 17815
B TRANSFER DA	TA	Date of A	cceptance of Document August 2.	1, 1987
Grantor(s)/Lessor(s)	_	Grantee (s)	)/Lessee(s)	
Chester & Gerald Street Address	wank	The 1	Lomas & Nettleton Compa	any, c/o Leon Haller
UNKNOWN			N. Front Street	
City	State	Zip Code City	State State	Zip Code
	<b>3</b> 22	Harr	risburg PA	17102
C PROPERTY LO	CATION			A STATE OF THE PROPERTY OF THE PARTY OF THE
Street Address		City, Town	nship, Borough	
R.D. #3	Took and the	Bento		
Columbia	School I	enton	Tax Parcel Number	
	ΔΤΔ	H COII		The state of the said the said of
1. Actual Cash Consideration	44144	r Consideration	3. Total Consideration	The service of the service of the service of
	+		=	
4. County Assessed Value		non Level Ratio Factor	6. Fair Market Value	
	×			
	ATA			the state of the s
ia. Amount of Exemption Claimed	fb. Perc	entage of Interest Conveyed	!	
Transfer between princip	velopment Agency, w party, (Attach copy of pal and agent, (Attach wealth, the United Stat		(Estate File Number (Estate File Number). It agreement). Tax paid priot deed y gift, dedication, condemnation or	\$
_	-	age in default. Mortgage	Book Number 341 , Pag	ne Number <u>-798</u>
Corrective deed (Attach				,
Statutory corporate cans	olidation, merger or div	rision. (Attach copy of arti-	cles).	
Other (Please explain ex	emption claimed, if other	er than listed above.)		
-				
Inder penalties of law, I declare	that I have examined	this Statement, including	accompanying information, and to	the best of my knowledge
Under penalties of law, I declare and belief, it is true, correct ar Signature of Correspondent or Res	nd complete.	this Statement, including	accompanying information, and to	

# JOHN R. ADLER



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

PHONE 717-784-1991

August 24, 1987

Purcell, Nissley, Krug & Haller Attn: Leon Haller, Esq. 1719 North Front Street Harrisburg, PA 17102

Dear Mr. Haller:

Enclosed is check number 2208 for the amount of \$64.59. This check represents your refund from the Sheriff Sale held August 6, 1987 against Lomas and Nettleton Company vs. Chester and Gerald Swank.

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

Susan N. Bearer

Susan S. Beaver Deputy Sheriff

SSB

Encl.

cc: File

# JOHN R. ADLER



## SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. 80X 380 8LOOM89URG, PA. 17815

PHONE 717-784-1991

August 24, 1987

Thomas James 29 E. Main St. Bloomsburg, PA 17815

Dear Tom:

Enclosed is a check for \$30.00 for solicitor services for the sheriff sale that you attended August 6, 1987. This sale was for Chester and Gerald Swank.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

isan J. Bearer

SSB

Encl.

# JOHN R. ADLER



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

PHONE 717-784-1991

August 24, 1987

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

Dear Sir:

Enclosed is a check in the amount of \$170.75 for advertising the Chester and Gerald Swank sheriff sale in the paper.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

Swan & Bearing

Enc.

cc: File

# SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

Lomas & Nettleton Co. VS	Chaster C	. 4 Gerald Swank
NO. <u>28-87</u> E.D.	NO. 310 of	/ <u>87</u> J.D.
DATE OF SALE: Aug 6 1987 /	,	
BID PRICE ( INCLUDES COSTS ) POUNDAGE 2% BID PRICE TRANSFER TAX 2% BID PRICE MISC. COSTS  TOTAL NEEDED TO PURCHASE	\$ <u>\( \frac{426.88}{8.53} \) \$</u>	\$ 4 35. 41
PURCHASER(S) The Lomps + Nettle:  ADDRESS: To Lean Walter 1719  NAME(S) ON DEED:  PURCHASER(S) SIGNATURE(S): The chief of Signature		
AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S	) : TOTAL DUE LESS DEPOSIT DOWN PAYMENT AMOUNT DUE IN EIGHT DAYS	\$ \( \frac{435.41}{500 - (Rom costs)} \) \$ \( \frac{8}{500 - \} \) \$ \( \left( \frac{64.59}{64.59} \right) \) \$ Credit

# SHERIFF'S SALE - COST SHEET

LOMAS & NETTLETON COMPANY	YS. CHESTER C. & GERALD SWANK
NO. 28 of 1987 E.D.	· · · · · · · · · · · · · · · · · · ·
DATE OF SALE: August 6, 1987	<del></del>
SMERIFF'S COST OF SALE:	
Docket & Levy Service Mailing	\$ 14.00 
Advertising, Sale Bills & Newspapers Posting Handbills Mileage	9.00 14.00 32.50
Crying/Adjourn of Sale Sheriff's Deed Distribution	14.00 10.00 9.00.•
Other Copywork	
Press-Enterprise, Inc. Henrie Printing Solicitor's Services	\$ <u>170.75</u> <u>40.60</u> 30.00
•	TOTAL
PROTHONOTARY: Liens List Deed Notarization Other	\$ <u>20.00</u> 5.00
-	TOTAL
RECORDER OF DEEDS: Copywork  Deed Other	\$
	TOTAL
REAL ESTATE TAXES:	
Borough/Twp. & County Taxes, 19	SS
	TOTAL
MUNICIPAL RENTS:	
Sewer - Municipality Water - Municipality	_, 19
SURCHARGE FEE: (State Treasurer)	TOTAL
MISCELLANEOUS: Lien Certificate (TCB)	\$5.00
	TOTAL \$ 5.00
	TOTAL COSTS \$426.88

# To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to
me directed, I seized and took into execution the within described real estate, and after having given due
legal and timely notice of the time and place of sale, by advertisements in divers public newspapers
and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the
6TH day of AUGUST 19 87, at 10:00 A.M.
o'clockA. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises
to sale at public vendue or outcry, when and where I sold the same to LOMAS AND NETTLETON COMPANY
C/O ATTORNEY LEON HALLER, 1719 N. FRONT STREET, HARRISBURG, PENNSYLVANIA 17102
for the price or sum of \$435.41 (SHERIFF'S COST)
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 SHEETS
No 28 of 1987 ED No 310 of 1987 VD Chaster C Swank Jr 12nd Gerald Swank
No 310 of 1987 VD
Christer C SWANK In AND GERALD SWANK
Shariff's Office Planmshure Pa )
Sheriff's Office, Bloomsburg, Pa. So answers
COLUMBIA COUNTY JOHN R. ADZER Sheriff

# SHERIFF'S SALE - COST SHEET

LOMAS & NETTLETON COMPANY	YS. CHESTER C. & GERALD SWANK
NO. 28 of 1987 E.D.	- De de la deste will Be
DATE OF SALE: August 6, 1987	- Distribution date will Be - Aug 18, 1987
SHERIFF'S COST OF SALE:	
Docket & Levy	\$ 14.00 11.00
Service Mailing	10.53
Advertising, Sale Bills & Newspapers Posting Handbills	9.00 14.00
Mileage .	32.50 14.00
Crying/Adjourn of Sale Sheriff's Deed	10.00
Distribution	9.00 .• 2
Other Copywork	TOTAL
Press-Enterprise, Inc.	\$ 170.75
Henrie Printing	40.60 30.00
Solicitor's Services	TOTAL
	\$ 20.00
PROTHONOTARY: Liens List Deed Notarization	5.00
Other	TOTAL
=	10/RE
RECORDER OF DEEDS: Copywork Deed	13.50
Other	5.00 5 18.50
	TOTAL
REAL ESTATE TAXES: .	
Borough/Twp. & County Taxes, 19	\$
School Taxes; District, Delinquent Taxes, 19, 19, 19,	19
: Dartingoene 14xes, 15	TOTAL
HUNICIPAL REXTS:	
Sewer - Municipality	S
Water - Municipality	
SURCHARGE FEE: (State Treasurer)	TOTAL
MISCELLAMEOUS: Lien Certificate (TCB)	\$ 5.00
MISCELLANEOUS: LIGH OCI UTI TOUGH (100)	
·	TOTAL S_5.00
	TOTAL COSTS \$ 426.88

# SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

Lomas & Nettheton Co. VS_	Chaster C	4 Gerald Swank
NO. <u>28-87</u> E.D. NO.	310 of	<u>87</u> J.D.
DATE OF SALE: Aug 6 1987 10.	00	
220 11123 - (	426.88 8 5.s	\$ <u>4 35. 41</u>
PURCHASER(S) The Lows + Mettle 12  ADDRESS: To Lean Walter 1719  NAME(S) ON DEED:  PURCHASER(S) SIGNATURE(S): The cloud of the		
AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S)	: TOTAL DUE LESS DEPOSIT DOWN PAYMENT AMOUNT DUE IN EIGHT DAYS	\$ - 0 - (Rom costs) \$ - 0 - (Rom costs) \$ \frac{\pi}{500} - \frac{\chi(4.59)}{\chi(4.59)} \fra

# SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT
DOCKET AND INDEX
SET FILE FOLDER UP
CHECK FOR PROPER INFO
WRIT OF EXECUTION V
COPY OF DESCRIPTION
WHEREABOUTS OF LAST KNOWN ADDRESS
NON-MILITARY AFFIDAVIT
NOTICES OF SHERIFF'S SALE
WATCHMAN RELEASE FORM NOTICE CONSTRUCTION OF STATE OF STA
AFFIDAVIT OF LIENS LIST
CHECK FOR \$500.00
* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEDE ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO
SET SALE DATE AND ADV. DATES AND POSTING DATES
POST ALL DATES ON CALANDER
* 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
* 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
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales)
SERVICE
TYPE CARDS FOR DEFENDANTS
PUT PAPERS TOGETHER FOR DEFENDANTS  * COPY OF WRIT FOR EACH DEFENDANT  * NOTICE OF SHERIFF SALE  * COPY OF DESCRIPTION
PUT TOGETHER PAPERS FOR LIEN HOLDERS $\bigvee$
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT * DOCKET ALL DATES
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS

SALE BILLS
SEND DESCRIPTION TO PRINTER
** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLAINATIONS
SEND NOTICE TO PRESS DIRECTING WHEN TO ADV.
SEND NOTICES TO LOCAL TAX COLLECTORS
MOTICEC TO MATER AND CENER ANTH
SEND NOTICES TO FEDERAL AND STATE TAX AUTH
IF BUSINESS SEND COPY TO SBA AUTH.
1 2001/1203 3210 301 1 10 331 1 10111
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
POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE
POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE Aug 6 1987
PAY DISTRIBUTION ACCORDING TO DATE Hog 18,1987
* 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

#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 28 OF 1987 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS FOR CASH IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

Thursday, July 2, 1987 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 piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME PREMISES which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 of 1987.

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 the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of The Lomas & Nettleton Company against Chester C. Swank, Jr. and Gerald Swank.

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

Purcell, Nissley, Krug & Haller Leon P. Haller, Esq. TO BE SOLD BY:

JOHN R. ADLER, Sheriff

## JOHN R. ADLER



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

PHONE 717-784-1991

July 13, 1987

Purcell, Nissley, Krug and Haller
Attn: Leon Haller
1719 N. Front Street
Harrisburg, PA 17102

Dear Mr. Haller:

Enclosed is a certified copy of the posting that was done on the Swank residence at R.D. #3, Benton, PA. The new sale date is scheduled for August 6, 1987 at 10:00 A.M.

Sorry for any inconvenience this may have caused you.

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

Sincerely,

Susan S. Beaver

Susan S. Bearer)

Deputy Sheriff

SSB

Enclosure

# SHERIFF'S SALE - COST SHEET

		\$\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	YS	
kg.		16.		
DATE OF	SALE:	- 1 ° 1		
SHERIFF	'S COST OF	SALE:	<del> </del>	
Serv Mail Adve Post Mile Cryi Sher	ling ertising, Sa ling Handbil eage ing/Adjourn riff's Deed tribution			\$
			TOTAL	
Henr	ss-Enterpris rie Printing icitor's Sea	) .	TOTAL	\$
P#01	THONOTARY:	Liens List Deed Notarization Other	· · · · · · · · · · · · · · · · · · ·	\$
t REC	ORDER OF DEE	DS: Copywork Deed Other	TOTAL	\$
		•	TOTAL	
REAL E	STATE TAXES	· ·	•	
Sch	ool Taxes: 1	County Taxes, 19, District, es, 19, 19, 19	19 _ (Total Amts.) TOTAL	S
	PAL REXTS:		•	
Sew <b>W</b> at	er - Hunici er - Munici	pality pality		5
SURCHA	RGE FEE: (	State Treasurer)	TOTAL	\$ <u>\$</u>
			_	\$
	<del></del>		TOTAL	\$
	•		`	•

# JOHN R. ADLER



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

PHONE: 717-784-19**91** 

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

NO. 28 of 1987

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

# POSTING OF PROPERTY

July 2, 1987 at 9:15 A.M. POSTED	A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Chester & Gerald	Swank
R.D. #3, Benton, PA 17814	
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTIN	NG PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz and James	Dent
	SO ANSWERS:
	Louise Frants + James Went Deputy Sheriff
	FOR:
	John R. Adler
	John R Adler Sheriff

Sworn and subscribed before me this

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

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 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.

Sworn and subscribed to before me this . . . . . day o (Notary Public)

My Commission Expires

MATTHEW J. CREME, HOTARY PUBLIC BLOOMSAURG, COLUMBIA COUNTY MY COMMISSION EXPIRES JULY 5, 1989 Member, Pennsylvania Association of Notarios

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

Chester C. Swank, Jr. and Gerald Swank

#### 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 June A.D., 19 87

Benerly & Michael RECORDER

# MORTGAGE RIDER ATTACHED MORTGAGE

This form is used in connection with mortgages insured under the one- to four-family provisions of the National Housing Act.

THIS INDENTURE, made and entered into this by and between

17

day of -DSCSMBIR

. 19 84

hester C. Swank Jr. and Gerald Swank

whether one or more, withtheir heirs, executors, administrators, and assigns, called the Mortgagor), and

(hereinafter

The Lomas & Nettleton Company

and having its principal office and post office address in Ne

, a corporation organized

New Haven, Connecticut

(hereinafter with its successors and assigns called the Mortgagee),

WITNESSETH, that to secure the payment of FORTY-SEVEN THOUSAND THREE HUNDRED AND 00/100

Dollars (\$47,300.00

with interest from date, at the rate of THIRTEEN per centum (13.00%) per annum on the unpaid balance until paid, as provided in a note of even date herewith, said principal and interest being payable at the office of The Lonas & Nettleton Company

Philadelphia, PA, or at such other place as the holder may designate in writing, in monthly installments of FIVE HUNDRED TWENTY-THREE AND 24/100

(5 523.24 ), commencing on the first day of February 1985 Dollars the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January 2015, and also to secure the performance of all covenants and agreements herein contained, the Mortgagor does by these presents bargain, sell, give, grant, and convey to the Mortgagee, ALL the following-described real estate of Jackson Columbia , and Commonwealth of Pennsylvania; to wit:

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

EBGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, said road being at the northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 South 19 degrees 00 minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors North 38 degrees 23 minutes East a distance of 335.1 feet to point of beginning, being Lot No. 1 of the subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING the same premises which Larry Allen Davies and Rene' A. Davies by Indenture bearing date the 17 day of 0(c. A.D., 1984, and intended to be forthwith recorded at Columbia County , granted and conveyed unto Chester C. Swank and Gerald Swank, as tenants by entireties.

THIS MORTGAGE IS intended to be a purchase money Mortga, under provisions of the LIEN PRIORITY LAW as amended.

Replaces FHA-2171m, which may be used until supply is exhausted.

HUD-92171m (8-78)

#### MORIGAGE RIDER

This Rider, dated the 17th day of December ,1984 , amends the Mortgage of even date by and between Chester C. Swank Jr. and Gerald Swank the Mortgagor and THE LOYAS & NETTLETON COMPANY, the Mortgagee, as follows:

- 1. Subsection (a) of Paragraph 2, (I)(II) is deleted.
- 2. Subsection (c)(I) of Paragraph 2 is deleted.
- 3. In the third sentence of Paragraph 3, the words " all payments made under the provisions of (a) of paragraph 2 hereof which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development and " are deleted.
- 4. The fourth sentence of Paragraph 3 is amended by insertion of a period after "... then remaining unpaid under said Note " and deletion of the remainder of the sentence.
- 5. Paragraph 10 is amended by the addition of the following:

"This option may not be exercised when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit the mortgage insurance premium to the Department of Housing and Urban Development."

IN WITNESS WHEREOF, Chester C. Swank Jr. and Gerald Swank has set his hand and seal the day and year first aforesaid.

Chester C. Swank Jr. (SEAL

Gerald Swank (SEAL)

Signed, scaled and delivered in the

NOTARY POBLIC 12/20/PA

8001 341 PAGE 795

DESINDUPTIONS

TOGETHER with all and singular the Buildings and Improvements on said premises, as well as all alterations, additions or improvements now or hereafter made to said premises, and any and all appliances, machinery, furniture and equipment (whether fixtures or not) of any nature whatsoever now or hereafter installed in or upon said premises, Streets, Alleys, Passages, Ways, Waters, Water Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof:

TO HAVE AND TO HOLD said Real Estate and Property, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto said Mortgagee to and for the only proper use and behoof

THIS INDENTURE IS MADE, however, subject to the following covenants, conditions, and agreements and the Mortgagor covenants and agrees:

1. That the Mortgagor will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least

2. That in order more fully to protect the security of this mortgage, the Mortgagor, logether with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, covenants to pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this mortgage and the note secured heroby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(1) If and so long as said note of even date and this mortgage are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable regulations thereuoder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an emount equal to one-twelfth (1/12) of one-half (%) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises secured hereby, plus taxes and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, laxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage; and the entire mortgage debt shall become due at the option of the holder hereof. The failure of the holder hereof to exercise this option or any other option given hereunder shall not be held to be a waiver of any of the terms hereof or of the note secured hereby. The Mortgagee may collect a "fate charge" not to exceed four cents [44] for each dollar (\$1) of each payment more than lifteen (15) days in arrears to cover the extra ex-

3. If the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments. and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the morigagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagot all payments made under the provisions of (a) of paragraph 2 hereof which the Morrgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the mortgaged premises, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall

5001 341 BUT 796

- 4. That the Mortgagor will keep the improvements now existing or hereafter erected on the premises covered hereby, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee may make proof of loss if payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all or other transfer of title to the premises covered hereby in extinguishment of the indebtedness secured hereby, all or grantee.
- 5. That the Mortgagor will not suffer any lien superior to the lien hereby created to attach to or to be enforced against the premises covered hereby, and will keep said premises in as good order and condition as they now are, and will not commit or permit any waste of said premises, reasonable wear and lear excepted.
- 6. That the Mortgagor will pay all ground rents, laxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and that he will promptly deliver the official receipts therefor to the Mortgagoe, and in default thereof the Mortgagoe shall have the right to pay same. The Mortgagoe shall have the right to make any payment which the Mortgagor should have made, and the Mortgagoe may also pay any other sum that is necessary to protect the security of this instrument. All such sums, as well as all costs, paid by the Mortgagoe pursuant to this instrument, shall be secured hereby and shall bear interest at the rate set forth in the note secured hereby from the date when such sums are paid.
- 7. That in the event the said premises or any part thereof shall be taken or condemned for public or quast-public purposes by the proper authorities, the Mortgagor shall have no claim against the award for damages, or be entitled to any portion of the award until the within mortgage shall be paid and all rights to damages of the Mortgagor are hereby assigned to the Mortgagor to the extent of any indebtedness that remains unpaid, the Mortgagor, having the right to appeal said award to the courts of competent jurisdiction.
- 8. That if the Mortgagor shall refuse or neglect to make or cause to be made all necessary repairs to the mortgaged property, then at the option of the Mortgagee, such repairs may be made at the expense of the Mortgagee, and the cost thereof, with interest at the same rate as the principal debt shall be added to and made a part of the principal debt secured hereby.
- 9. That if at any time, a Writ of Ficri Facins or other execution is properly issued upon a judgment obtained upon said note, or if a Writ of Scire Facias is issued or other foreclosure proceedings instituted upon this mortgage, an attorney's commission for collection, viz:

  five per centum (5 %) of said principal debt or sum, shall be payable, and shall be recovered in addition to all principal and interest and all other recoverable sums then due, besides costs of suit, and the Mortgagor does hereby expressly waive and relinquish all benefit that may accrue to him by virtue of any and every law, civil or military, made or to be made hereafter exempting the mortgaged premises or any other premises or properly whatever, either real or personal, from attachment, levy and sale under execution, or any part of the proceeds prising from any sale thereof, and all benefit of any stay of execution or other process.
- 10. That should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 90 days from the date hereof (written statement of any officer of the Department of Bousing and Urban Development of authorized agent of the Secretary of Housing and Urban Development dated subscriptions of the Aforesaid time from the date of the mortgage, declining to insure said mortgage and note, being deemed conclusive proof of such ineligibility), the holder of the aforesaid mortgage and note, its successors or assigns may, at its option, declare the mortgage and note in default and all sums secured hereby immediately due and payable.

AND PROVIDED ALSO, that when as soon as the principal debt or sum hereby secured shall become due and payable as aforesaid, or in case default shall be made in the payment of any installment of principal and interest, or any monthly payment hereinabove provided for, or in the keeping and performance by the Mortgager of any of the gage forthwith to bring an Action of Mortgage or the note secured hereby, it shall and may be lawful for said Mortgage forthwith to bring an Action of Mortgage Foreclosure, to sue out a Writ of Scire Facias, or to institute other debt, all interest thereon, all sums advanced for payment of any ground rent, taxes, water rents, charges, claims or tion, without further stay of execution or other process, any law, usage or custom to the contrary notwithstanding. The Mortgagor hereby wnives and relinquishes unto and in favor of the Mortgage, all benefit under the laws now in extent than the amount octually paid for the premises hereby mortgaged at the sale thereof in any judicial proceedings upon the said note or upon this mortgage.

BUT PROVIDED ALWAYS, that if said Mortgagor does pay or cause to be paid to the said Mortgagee, the aforesaid debt or principal sum secured by this mortgage, on the day and time and in the manner hereinbefore mentioned together with interest and all sums advanced for payment of any ground rents, taxes, water rents, amounts due under any prior lien, charges, claims or insurance premiums as aforesaid, this Indenture, and the estate hereby granted shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.

The covenants bergin contained shall bind, and the benefits and adventages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4PO 411-132

IN WITHESS WHEREOF, the maid Mortgagor Dated the day and year first hereinabove writi	(a) to these Presents has hereunto set the inhand(s) and seal(s).
Signed, Sealed, and Delivered in the Presence of	·en,
1101	
	Crester C. Swank Tr. [SEAL]
	Chester C. Swank Jr.
	[SEAL]
	Gerald Swank [SEAL]
CERTIF	ICATE OF RESIDENCE
I, the subscriber	
goat for the sales	, do hereby
certify that the correct address of the within-named	Mongagee is 1600 Market Street, Philadelphia, PA 19103
	Andradelphia, PA 19103
Witness my hand this 19	day of Decoulary
A Section 1	19 84
· · · · ·	
<del></del>	Agent of Mortgager
COMMONWEALTH OF PENNSYLVANIA, )	St. n. of morigages
COUNTY OF Columbia	
COUNTY OF Columbia )	
came the above Chester C. Swar chester C. Swar acknowledged the within indenture of Mortgage to be same to be recorded as such.  WITNESS my hand and seal, the day and year after the same to be recorded as such.	e their act and deed, entitiesized the
Reorder Please Bote This instrument to be returned to The Lomas & Nettleton Company 1600 Market St. Phile., Pa. 19103-7299	Recorded in Columbia County Record Bk 341 pg 794 December 19, 1984 1:46pm
· · ·	Quely J. Michel
# A   3	The Contract
불학의 표	There is a second
က္က မွာ	pup
Swank	
356	
TAX 50 FEE  UEC   3   46  -203  Gerald Swank  1814	iss: day , in y, in y, in seid.
	da d
	A. D. 19 said Coun, Page und sezi
A 20 888 88 A	O p O v v
ક <sup>મ</sup> ડુ છી <b>છ</b> િલ મેં કેમ્પ્સ	i i i
OF OF TO TO TO TO THE STATE OF TO	NIA sid
COMMONWEALTH COUNTING OF TAX - 52 - FEE  PENNSYLVANIA DEC [5]   46  Loan No. 441-320368-7-203  Mortgage  Chester C. Swank Jr. and Gerald Swank  TO  The Lonas & Nettleton Ompany PREMISES: R.D. #3, Benton, PA 17814	COMMONWEALTH  OF PENNSYLVANIA,  ) sar.  COUNTY OF  , A. D. 19, in  the Recorder's Office of said County, in  Mortgagee Book, Vol.  , Page  Given under my hand and seal of the said office, the day and year aforesaid.
COMMONWEALTHEOUSTIEC  OF TAX_52FEE  PENNSYLVANIA DEC 13   46  AN No. 441-320368-7-203  Mortgage  C. Swank Jr. and Gerald Swank  TO  as & Nettleton Company S: R.D. #3, Benton, PA 17814	A S S S S S S S S S S S S S S S S S S S
	MASS and a grant of the state o
CO LOAN N The Lonas PREMISES:	COMMONWEALTH OF PENNSYLVA COUNTY OF RECORDED on of derigagee Book, Vo Given under my aid office, the day
	MOO TO A RA BA O O O O O O O O O O O O O O O O O O
. 6 € €	

book 341 Mar 798

#### SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 28 OF 1987 E.D. ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, DIRECTED TO ME, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS FOR CASH IN THE SHERIFF'S OFFICE, COURTHOUSE, IN THE TOWN OF BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA, ON

Thursday, July 2, 1987 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 piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME PREMISES which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 of 1987.

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 the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN INTO EXECUTION at the suit of The Lomas & Nettleton Company against Chester C. Swank, Jr. and Gerald Swank.

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

Purcell, Nissley, Krug & Haller Leon P. Haller, Esq.

TO BE SOLD BY:

JOHN R. ADLER, Sheriff

# JOHN R. ADLER



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

FHONE 717-784-1991

June 12, 1987

Purcell, Nissley, Krug & Haller Attn: Leon Haller, Esq. 1719 N. Front Street Harrisburg, PA 17102

Dear Mr. Haller:

Enclosed is the original of the posting of the property of Chester and Gerald Swank, R.D. #3, Benton, PA. Also enclosed is a copy of the Sale Bill that was posted on the property.

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

Sincerely,

Susan S. Beaver

Susan S. Beaver

Deputy Sheriff

SSB

**Enclosures** 

# **LIST OF LIENS**

# **VERSUS**

	Court of Common Pleas of Colu	mbia County, Pennsylvania
Lomas & Nettleton Company	No of	Term, 19.87
	Real Debt	
	Interest from	
versus	Commission	
}	Costs	
Chester C. Swank, Jr. and	Judgment entered April 28,	1987
ones der of swarms of the and	Date of Lien	,
Gerald.Swank	Nature of Lien Default Judg	gment
, , , , , , , , , , , , , , , , , , ,		
.,	No of	
	Real Debt	
	Interest from	
versus	Commission	
j	Costs	
	Judgment entered	
	Date of Lien	
	Nature of Lien	
		m 10
	No of	
	Real Debt	
	Interest from	
versus	Commission	
	Costs	
***************************************	Judgment entered	
	Date of Lien	
	Nature of Lien	,
		······
,	No of	Term 19
	Real Debt	
	Interest from	
	Commission	
versus	Costs	
	Judgment entered	
	Date of Lien	
	Nature of Lien	
· · · · · · · · · · · · · · · · · · ·	Nature of Lien	
)	No of	Term, 19
	Real Debt	
	Interest from	
	Commission	
versus	Costs	
	Judgment entered	
	Date of Lien	
1	Nature of Lien	
	******** Av author	

# JOHN R. ADLER



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

PHONE: 717-784-1991

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

NO. 28 of 1987

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

# POSTING OF PROPERTY

June 8, 1987 at 9:35 A.M. POSTED A COPY OF THE SHERIFF'S
ALE BILL ON THE PROPERTY OF Chester and Gerald Swank
R.D. #3, Benton, PA 17814
OLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
CUNTY DEPUTY SHERIFF Susan Beaver
SO ANSWERS:
Deputy Sheriff Susan Beaver
FOR:
John R. Adler John R. Adler, Sheriff

Sworn and subscribed before me this 1341 day of Ount 1987

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

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

# JOHN R. ADLER



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

PHONE; 717-784-1991

May 22, 1987

Thomas C. Zerbe, Jr. Deputy Attorney General Collections Unit Fourth and Walnut Streets Harrisburg, PA 17120

Dear Mr. Zerbe:

Enclosed is a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform our office.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

Susan S. Bearer

SSB

Enclosure

# JOHN R. ADLER



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

PHONE: 717-784-1991

May 22, 1987

Commonwealth of Pennsylvania Department of Revenue Bureau of Accounts Settlement P.O. Box 2055 Harrisburg, PA 17105

Dear Sir:

Enclosed is a notice of a Sheriff's Sale to be held in our office. If you have any claims against this property, please inform our office.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

Susan S. Beaver

SSB

Enclosure

7

# JOHN R. ADLER



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

PHONE 717-784-1991

May 22, 1987

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

Dear Sir:

Enclosed is a notice of a Sheriff's Sale to be held in our office on July 2, 1987 at 10:00 A.M. Please advertise this in the paper on the following dates, June 11, 18, and 25.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Enclosure

# JOHN R. ADLER



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

PHONE 717-784-1991

May 27, 1987

Purcell, Nissley, Krug and Haller Leon Haller, Esq. 1719 N. Front Street Harrisburg, PA 17102

Dear Mr. Haller:

Enclosed are the service returns on Chester and Gerald Swank's Writ of Execution. The Sheriff Sale is scheduled for July 2, 1987 at 10:00 A.M.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

Susan S. Bearer

SSB

Enclosures

# JOHN R. ADLER



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

PHONE: 717•784•1991

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

NO. 28 of 1987

WRIT OF EXECUTION

	CE	RVICEON	Chartan Creat	
	3.5	KAICE ON	Chester Swank	
ON April	30, 1987	AT	11:35 A.M.	, a true and
of the Not defendant,	tice of Sh	eriff's Sal	e of Real E	tion and a true copy state was served on the at R.D. #3, Benton
by handing	to Lois Swa	ank		by Deputy Louise Frantz
		er e		
Service wa Notice of	s made by Sheriff's	personately: Sale of Re	xhanding sa al Estate t	id Writ of Execution and o the defendant.
		· .		So Answers!
٠.,				Louise Frants 156 Deputy Sheriff
				Louise Frantz
	s 5			For:
				John R. Adler John R. Adler, Sheriff
Sworn and this 27th		d before me	7	

Columbia County, Pennsylvania PROTH. & CLK. OF SEV. COURTS

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

## JOHN R. ADLER



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

PHONE: 717-784-1991



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

NO. 28 of 1987

WRIT OF EXECUTION

SERVICE ON

Gerald Swank

ON April 30, 1987 AT 11:35 A.M. , a true and attested copy of the within Writ of Execution and a true copy of the Notice of Sheriff's Sale of Real Estate was served on the defendant, Gerald Swank at R.D. #3, Benton

by handing to Lois Swank

by Deputy Louise Frantz

Service was made by recommand handing said Writ of Execution and Notice of Sheriff sesale of Real Estate to the defendant.

So Answers!

Deputy Sheriff
Louise Frantz

For:

John R. Adler ···

John R. Adler, Sheriff

S form and subscribed because me this 37 to day of 70.75 1/1/1

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

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

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME Premises which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, Page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 1987.

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME Premises which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, Page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 1987.

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME Premises which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, Page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 1987.

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME Premises which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, Page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 1987.

ALL THAT CERTAIN piece, parcel and lot of land situate in the Township of Jackson, County of Columbia and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a certain culvert and in the center of Township Route 118, thence continuing along the same North 82 degrees 42 minutes East a distance of 360 feet to a point in the center of said road, the said road being at the Northwest corner of Lot No. 2 of the Subdivision of Grantors; thence along Lot No. 2 south 19 degrees zero minutes West a distance of 543.9 feet passing through an iron pin to a point in the center of Township Route No. 239; thence along the same North 70 degrees 19 minutes West, a distance of 32.6 feet to a point in the center of said road; thence continuing in the center of said road North 61 degrees 24 minutes West 407.0 feet to a point; thence along lands of Grantors north 38 degrees 23 minutes East a distance of 335.1 feet to the point of beginning.

Being Lot No. 1 of the Subdivision of William Gentile and Sophia Gentile, his wife, containing 3.70 acres.

BEING THE SAME Premises which Larry Allan Davies and Rene' A. Davies, his wife by deed dated December 17, 1984 and recorded December 19, 1984 in Columbia County Deed Book 341, Page 790 granted and conveyed unto Chester C. Swank, Jr. and Gerald Swank.

SEIZED IN EXECUTION as the property of Chester C. Swank, Jr. and Gerald Swank under Columbia County Judgment No. 310 1987.

THE LOMAS & NETTLETON COMPANY,

Plaintiff :

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

-VS-

NO. 310 1987

CHESTER C. SWANK, JR. AND GERALD SWANK,

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

R. D. #3, Benton, Columbia County, Pennsylvania

- 1. 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:
  - 2. Name and address of owner(s) or reputed owner(s):

Chester C. Swank, Jr. and Gerald Swank R. D. #3, Benton, PA 17814

ferent	3. Name and address of defendant(s) in the judgment if dif- from that listed in 2 above:	
	Unknown .	
	4. Name and address of every judgment	

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

None of record

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

Plaintiff herein.

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:

Unknown

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:

 $u^{nknown}$ 

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

THE LOMAS & NETTLETON

COMPANY,

: IN THE COURT OF COMMON PLEAS

COLUMBIA COUNTY, PENNSYLVANIA

PLAINTIFF

.

CIVIL ACTION - LAW

VS.

:

NO. 310 1987

CHESTER C. SWANK, JR. AND

GERALD SWANK,

DEFENDANTS

IN MORTGAGE FORECLOSURE

## TO COLUMBIA COUNTY SHERIFF:

Seize, levy, advertise and sell ALL REAL PROPERTY of the Defendants on the premises located at:

R. D. #3, Benton, Pennsylvania 17814

## (bounded and described in Exhibit "A" attached hereto)

YOU ARE HEREBY RELEASED from all responsibility in not placing watchman or insurance on real property levied on by virtue of this writ.

LEON P. HALLER

#15700

ATTORNEY FOR PLAINTIFF

THE LOMAS & NETTLETON

COMPANY,

PLAINTIFF

IN THE COURT OF COMMON PLEAS OF

COLUMBIA

COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

VS.

NO.

310 1987

GERALD SWANK,

CHESTER C. SWANK, JR. AND

**DEFENDANTS** 

IN MORTGAGE FORECLOSURE

AFFIDAVIT THAT THE DEFENDANT IS NOT IN THE MILITARY SERVICE PURSUANT TO "SOLDEIRS AND SAILORS" CIVIL RELIEF ACT OF 1940, AS AMENDED

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF DAUPHIN

Personally appeared before me a Notary Public in and for said Commonwealth and County, LEON P. HALLER, ESQUIRE, who being duly sworn according to law deposes and says that the Defendant(s) above named is/are not in the Military or Naval Service nor are they engaged in any way which would bring them within the Soldiers and Sailors Relief Act of 1940, as amended.

Sworn to and subscribed

before me this

Notary Public

THE LOMAS & NETTLETON COMPANY,

Plaintiff :

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

-Y\$-

**NO.** 310 1987

CHESTER C. SWANK, JR. AND GERALD SWANK,

CIVIL ACTION - LAW

MORTGAGE PORECLOSURE

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

R. D. #3, Benton, Columbia County, Pennsylvania

- 1. 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:
  - 2. Name and address of owner(s) or reputed owner(s):

Chester C. Swank, Jr. and Gerald Swank R. D. #3, Benton, PA 17814

ferent	3. Name and from that listed	address of defendant(s) in 2 above:	in th	e judgment if dif-	
	Unknown				

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

None of record

5. Name and address of last recorded holder of every ortgage of record:

Plaintiff herein.

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:

Unknown

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:

 $_{\rm II}$ nknown

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. 54904 relating to unsworn falsification to authorities.

LEON P. HALLER #15700 Attorney for Plaintiff

PAY PORDER OF PARTIES ORDER OF STORY OF			, Š		CIF	1111
PURCELL NISSLEY KRUG & HALLER ESCROW ACCOUNT 1719 N. FRONT STREET HARRISBURG, PA. 17102  PAY TO THE ORDER OF STREET ORDER ORDE			Sluurk			DATE ON THE POLLOWING A
CELL NISSLEY KRUG & HALLER ESCROW ACCOUNT 1719 N. FRONT STREET HARRISBURG, PA. 17102  HE SME ME M			225			AMOUNT
	The Company of the Co	THE SUMS OF BRIDERS	THE STATE OF	HARRISBURG, PA. 17102	175	100