

MUNCY BANK AND TRUST COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff; OF COLUMBIA COUNTY

VS.

NO: 125-1987

ARTHUR J. ZIMMERMAN and
GLADYS I. ZIMMERMAN,
Defendants;

CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

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

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

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

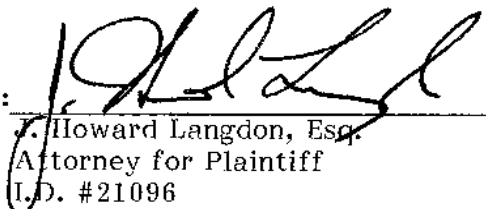
You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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

Fred Trump, Court Administrator
Columbia County Court House
Bloomsburg, PA 17815

SUSQUEHANNA LEGAL SERVICES OFFICE
R.D. #4
Bloomsburg, PA 17815
(717) 784-8760

By:


J. Howard Langdon, Esq.
Attorney for Plaintiff
I.D. #21096

MUNCY BANK AND TRUST COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff; OF COLUMBIA COUNTY

VS.

NO: 125-1987

ARTHUR J. ZIMMERMAN and
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Defendants;

CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

AFFIDAVIT WITH RESPECT TO MORTGAGE FORECLOSURE

COMMONWEALTH OF PENNSYLVANIA :
: SS;
COUNTY OF LYCOMING :

C. THOMAS PAYNE, being duly sworn according to law, deposes and says that he is Vice President of Muncy Bank and Trust Company, that he is authorized to make this Affidavit for and on its behalf; and that he makes this Affidavit pursuant to Rule 3129 of Pennsylvania Rules of Civil Procedure:

1. That to the best of his knowledge, information and belief, the name and address of the owner or reputed owner and of the Defendant in the judgment is Arthur J. Zimmerman, R.D. #2, Box 87, Benton, Columbia County, Pennsylvania.

2. That notice of the date, time, and place of sale is hereby given as follows:

Oct 24, 1987 @ 10.30 AM in Sherriff's Office
Columbia Co.

3. That the following is a description of the property to be sold:

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

BEGINNING at a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254) in line of land of Harold Lewis; thence along the western side of said Highway, south 30 degrees 15 minutes west, 317.8 feet to a corner in other lands of the Grantor (Clara A. Conner), thence by the same, the following courses and distances: north 64 degrees 10 minutes west, 260 feet; thence north 23 degrees 50 minutes east, 380.6 feet to a corner in line of land of Harold A. Lewis; thence by the same, south 52 degrees east, 310 feet to a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254), the place of beginning. Containing 2.3 acres of land, more or less. TOGETHER WITH ANY BUILDINGS THEREON.

BEING the same premises conveyed unto Arthur J. Zimmerman and Gladys I. Zimmerman by deed of Harry G. Minier and Margaret A. Minier, his wife, dated August 29, 1967, and recorded in Columbia County Deed Book 237 at page 812. The said Gladys I. Zimmerman has since died thereby vesting title in Arthur J. Zimmerman by the doctrine of survivorship.

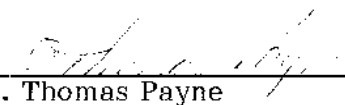
4. That the location of the property is as follows: R.D. #2, Benton, Benton Township, Columbia County, Pennsylvania.

5. That the improvements on the real estate consist of the building situate on said property.

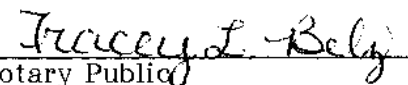
6. That the judgment of the Court in which the sale is being held is as follows: The Court of Common Pleas of Columbia County, Pennsylvania, No. 125 of 1987.

7. That the name of the owner or reputed owner is as follows:
Arthur J. Zimmerman.

8. That a schedule of distribution will be filed by the Sheriff on a date specified by the Sheriff, but not 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 thereafter.


C. Thomas Payne

Sworn to and subscribed
before me this 12th
day of June, 1987.


Notary Public

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

MUNCY BANK AND TRUST COMPANY,
Plaintiff;

VS.

ARTHUR J. ZIMMERMAN and
GLADYS I. ZIMMERMAN,
Defendants;

: IN THE COURT OF COMMON PLEAS
OF COLUMBIA COUNTY

:

NO: 125-1987

:

CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

CLAIM FOR EXEMPTION

To the Sheriff of Lycoming County
Lycoming County Court House
Williamsport, PA 17701

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

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

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

☐

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

☐

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

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

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

(a) my \$300 statutory exemption:
in kind (specify property):

☐

in cash;

☐

(b) Social Security benefits on deposit in the amount of \$ _____;

(c) Other (specify amount and basis of exemption): _____

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at _____

(address)

(Telephone)

I verify that the statements made in this Claim for Exemption are true and correct.
I understand that false statements herein are made subject to the penalties of 18 Pa.
C.S. §4904 relating to unsworn falsification to authorities.

Date: _____

Defendant

LIEN CERTIFICATE

Date September 10, 1987

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1986, in Benton Township are as follows:

Owner or Reputed Owner: Arthur J. Zimmerman & Gladys I. Zimmerman

Former Owner: Owner since 8/67 Former Owner Minier, Harry & Margaret

Parcel No. 03-06-4-1 Deed & Page 237/312

Description 2.3 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	163.94	74.47	1,005.37	1,243.68
			TCB FEE	15.00
			TOTAL	1,258.68

The above figures represent the amounts due during the month of November 1987

Requested by: John Adler, Sheriff

Fee \$5.00

\$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

4/15/88

Domestic Return Receipt

1. Article Number: **P 621 706 915**

2. Type of Service: **Registered** ☒ **Insured** ☐ **COD** ☐

3. Signature of Addressee or Agent: *[Signature]*

4. Date of Delivery: **1988**

5. Signature of Sender: *[Signature]*

6. Date of Return: **1988**

7. Postmark: **1988**

8. Return to Sender: ☐ **Return to Addressee** ☒

9. Return to Addressee: **Yes** ☒ **No** ☐

10. Return to Addressee: **Yes** ☒ **No** ☐

11. Return to Addressee: **Yes** ☒ **No** ☐

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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 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. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery

3. Article Addressed to:
Muncy Bank & Trust Co.
2 North Main St.,
Muncy, Pa. 17756

4. Article Number:
P 621 706 917

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Registered Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature: *[Signature]*

6. Signature: *[Signature]*

7. Date of Delivery: **1988**

8. Date of Return: **1988**

9. Postmark: **1988**

10. Return to Sender: ☐ **Return to Addressee** ☒

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100. Return to Addressee: **Yes** ☒ **No** ☐

Delivery is made by the following services: ☐ Registered Mail ☐ Registered Delivery ☐ Insured ☐ C.O.D. ☐ Certified ☐ Express Mail

Article Number: **P 621 706 921**

Type of Service: ☐ Registered ☐ Insured ☐ Certified ☐ Express Mail

Always sign and affix signature of addressee or return address. **WILLIAM DANE DELIVERED**

Address: **Commonwealth of Penna. Dept. of Revenue**

City: **Harrisburg, Pa. 17127**

Date of Delivery: **SEP 1 1987**

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in 1. **RETURN 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 (mark) for additional service(s) requested.

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

3. Article Addressed to: **Commonwealth of Penna. Dept. of Revenue**

4. Article Number: **P 621 706 918**

Type of Service: ☐ Registered ☐ Insured ☐ Certified ☐ Express Mail

Always sign and affix signature of addressee or return address. **WILLIAM DANE DELIVERED**

City: **Harrisburg, Pa. 17127**

Date of Delivery: **SEP 1 1987**

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in 1. **RETURN 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 (mark) for additional service(s) requested.

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1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.	2. <input type="checkbox"/> Restricted Delivery. 35
3. Article Addressed to: Press Enterprise P.O. Box 745 Bloomington, Pa 17815	4. Article Number P 537 615 768 Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> COD
5. Signature - Addressee William A. Kellon	6. Addressee's Address ONLY if delivered and for data
7. Signature - Sender X [Signature]	
8. Date of Delivery 9/18/87	

PS Form 3811, 1-25-1986

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in "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:	4. Article Number
5. Signature - Addressee	6. Addressee's Address ONLY if delivered and for data
7. Signature - Sender	
8. Date of Delivery	

PS Form 3811, 1-25-1986

DOMESTIC RETURN RECEIPT

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

March 30, 1988

MUNCY BANK & TRUST COMPANY VS. ARTHUR J. & GLADYS I. ZIMMERMAN

No. 35 of 1987 E.D.
No. 125 of 1987 J.D.

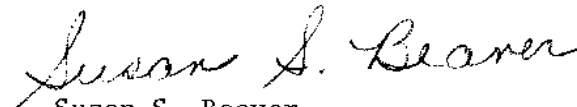
Press-Enterprise
P.O. Box 745
Bloomsburg, PA 17815

Dear Sir:

Please find enclosed a check in the amount of \$200.88 for advertising the above named sheriff sale in the paper. The ad was advertised on October 6, 13 and 20, 1987.

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

Sincerely,


Susan S. Beaver
Deputy Sheriff

SSB

Encl.

OFFICE OF
JOHN R. ADLER



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

PHONE
717 - 784 - 1991

March 30, 1988

MUNCY BANK & TRUST COMPANY VS. ARTHUR J. & GLADYS I. ZIMMERMAN

No. 35 of 1987 E.D.
No. 125 of 1987 J.D.

Howard Langdon
3 South Main Street
Muncy, PA 17756

Dear Mr. Langdon:

Pursuant to our telephone conversation this date, please find enclosed your refund check from the above named sheriff sale. The amount of the check is \$41.44, this represents a refund from all the costs for preparing this for sale.

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

Sincerely,

Susan S. Beaver
Susan S. Beaver
Deputy Sheriff

SSB

Encl.

SHERIFF'S SALE - COST SHEET

14th Dist & Trust Co vs. John J. ...

No. 100 of 1997 cv 11

DATE OF SALE: Oct 1, 1997

SHERIFF'S COST OF SALE:

<input checked="" type="checkbox"/> Docket & Levy	<u>7.00</u>	\$ <u>17.00</u>
<input checked="" type="checkbox"/> Service		<u>63.00</u>
<input checked="" type="checkbox"/> Mailing		<u>12.00</u>
<input checked="" type="checkbox"/> Advertising, Sale Bills & Newspapers		<u>14.00</u>
<input checked="" type="checkbox"/> Posting Handbills		
<input checked="" type="checkbox"/> Mileage		
<input checked="" type="checkbox"/> Crying/Adjourn of Sale		
<input checked="" type="checkbox"/> Sheriff's Deed		
<input checked="" type="checkbox"/> Distribution		
Other		

TOTAL \$ 116.00

Press-Enterprise, Inc.	\$ <u>37.50</u>
Henrie Printing	
Solicitor's Services	

TOTAL \$ 208.12

PROTHONOTARY: Liens List	\$ <u>2.00</u>
Deed Notarization	<u>3.00</u>
Other	

TOTAL \$ 25.00

RECORDER OF DEEDS: Copywork	\$ <u>13.00</u>
Deed	<u>5.00</u>
Other <u>misc ch</u>	

TOTAL \$ 18.00

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 19	\$ <u>1258.64</u>
School Taxes, District	
Delinquent Taxes, 19 <u>96</u> , 19 <u>97</u> , 19 <u>98</u> (Total Amts.)	

TOTAL \$ 1258.64

MUNICIPAL RENTS:

Sewer - Municipality	19	\$ <u>0.00</u>
Water - Municipality	19	

TOTAL \$ 0.00

SURCHARGE FEE: (State Treasurer)

\$ 17.00

MISCELLANEOUS: T.C.B.
Sale & Auction

\$ 37.00
41.37

TOTAL \$ 41.37

TOTAL DUES

LIEN CERTIFICATE

Date September 10, 1987

This is to certify that according to our records, the tax liens in the Tax Claim Bureau against the property listed below, as of December 31, 1986, in Benton Township are as follows:

Owner or Reputed Owner: Arthur J. Zimmerman & Gladys I. Zimmerman

Former Owner: Owner since 8/67 Former Owner Minier, Harry & Margaret

Parcel No. 03-06-4-1 Deed & Page 237/812

Description 2.3 Ac.

YEAR	COUNTY	TAX DISTRICT	SCHOOL	TOTAL
1986	163.84	74.47	1,005.37	1,243.68
TCB FEE				15.00
TOTAL				1,258.68

The above figures represent the amounts due during the month of November 1987

Requested by: John Adler, Sheriff

Fee \$5.00

\$5.00

COLUMBIA COUNTY TAX CLAIM BUREAU

D. Long
Director

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

Arthur J. Zimmerman and Gladys I. Zimmerman
and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal
of office this 26th day of October
A.D., 19 87.

Beverly J. Michael RECORDER

MORTGAGE

THIS MORTGAGE made this 10 day of April, 19 86
between Arthur J. Zimmerman and Gladys I. Zimmerman,
who reside at R. D. #2 box 87 Benton, PA 17814, Pa.
Mortgagor, and Muncy Bank and Trust Company, with offices in Muncy, Pa., Mortgagee.

WITNESSETH that the Mortgagor has executed and delivered to the Mortgagee a note on this date in the sum of \$ 12,000.00 with interest thereon at the rate specified therein and with the performance of all the terms, covenants and conditions therein contained, all of which are made a part hereof and incorporated herein by reference; and as evidence of said indebtedness of Mortgagor to Mortgagee, and as security for payment of said note with interest and in consideration of \$1.00 paid by Mortgagee the Mortgagor does hereby grant and convey unto Mortgagee.

ALL THAT CERTAIN piece of land with the improvements thereon erected situate in _____, County of Columbia, and State of _____
(City, Boro, or Twp.)
Pennsylvania, known as R. D. #2 box 87 Benton, PA 17814
and being further described in Exhibit A attached hereto
(Identification of Mortgaged premises)

For title into the Mortgagor see Deed recorded in the County of Columbia, in
Deed Book 237, Volume _____, Page 812.

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

Mortgagor covenants and warrants that Mortgagor has full fee simple title to premises above described, that Mortgagor will pay the full debt as required by said note; that the buildings on the premises shall be kept insured against loss by fire and other casualty for benefit of Mortgagee in amounts satisfactory to Mortgagee, with standard Mortgagee clause; and Mortgagor will pay any tax, assessment, municipal or other governmental charge, including water and sewer rents charged to said premises, and will deliver to Mortgagee receipts therefor immediately upon demand.

If Mortgagor fails to pay any installment required by said note when the same shall fall due, the unpaid balance of said debt shall become due and payable, at the option of Mortgagee, as provided in the note.

If Mortgagee retains an attorney to institute action on said Note or an action of foreclosure on this mortgage, Mortgagor shall pay, in addition to the principal, interest, costs, an attorney's collection fee of 15% of the principal balance then due; and if a judgment is entered in favor of Mortgagee against Mortgagor in said suit and Mortgagee thereafter issues a Writ of Execution or other appropriate writ, Mortgagor waives all rights and benefits under any and all laws or rules of the court now or hereafter in effect, granting or permitting any exemption or stay of execution against the mortgaged premises or any other property whatsoever, and such judgment shall bear interest at the maximum legal rate until the full amount of the debt is actually paid by sheriff or otherwise.

The word "Mortgagee" shall be construed to include successors and assigns of Mortgagee, and the word "Mortgagor" shall be construed to include the respective heirs, executors, administrators, successors and assigns of Mortgagor. If there is more than one party named herein as a Mortgagor, the word "Mortgagor", whenever occurring, shall be deemed and taken to be the plural; and all covenants, waivers, warrants, promises, and releases by, and the obligations or liabilities imposed upon, Mortgagor under this mortgage and the aforesaid note shall bind them jointly and severally, his, her, and their, and each of their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor has hereunto set hand and seal the day and year first above written.

Witnessed and delivered in
the presence of:

Arthur D. Zimmerman (SEAL)
Bladya I. Zimmerman (SEAL)
_____ (SEAL)

STATE OF PENNSYLVANIA }
COUNTY OF Lancaster } ss:

On May 15, 19 86, before me, personally appeared the above named
Arthur D. Zimmerman and Bladya I. Zimmerman,
and in due form of law acknowledged the foregoing mortgage to be _____ free and voluntary act and
deed to the intent that the same may be recorded.

Witness my hand and official seal.

Donna L. Young
My Commission Expires: Aug 12, 1989

I hereby certify that the previous office address of the Mortgagee is Muncy, Pa. 17756.

Donna L. Young
Attorney for Mortgagee

242
RECORDED BY RECORDER
COLUMBIA CO. PA.
TAX \$ 2.00
FEE \$ 3.00
11 11 11 11 11 11
98. MAY 11 11 11 11 11 11

EXHIBIT A

This Deed,

Made the 27th day of August, in the year of our Lord one thousand nine hundred and sixty-seven (1967).

Between HARRY G. MINIER and MARGARET A. MINIER, His Wife,
both of Benton Township, Columbia County, Pennsylvania, GRANTORS,

- A N D -

ARTHUR J. ZIMMERMAN and GLADYS I. ZIMMERMAN, His Wife, both of
the Borough of Benton, Columbia County, Pennsylvania, GRANTEES.

Whereas, that in consideration of FOURTEEN THOUSAND (\$14,000.00)
DOLLARS ~~RECEIVED~~
in hand paid, the receipt whereof is hereby acknowledged, the Grantors do
hereby sell and convey to the said Grantee, their Heirs and Assigns,
all and singular the entireties

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

BEGINNING at a corner on the western side of the State Highway
leading from Benton to Red Rock (Route 254) in line of land of
Harold Lewis; thence along the western side of said Highway, south
30 degrees 15 minutes west, 317.8 feet to a corner in other lands
of the Grantor (Clara A. Conner); thence by the same, the following
courses and distances: north 64 degrees 10 minutes west, 250 feet;
thence north 23 degrees 30 minutes east, 360.6 feet to a corner in
line of land of Harold A. Lewis; thence by the same, south 52
degrees east, 310 feet to a corner on the western side of the State
Highway leading from Benton to Red Rock (Route 254), the place of
beginning. CONTAINING 2.3 acres of land more or less.

BEING the same premises which Clara A. Conner, Single, by
Deed dated May 23, 1966, recorded at Bloomsburg, Pa., in Deed Book
211, page 1115, granted and conveyed to Harry G. Minier and
Margaret A. Minier, Grantors herein.

THIS DEED IS MADE UNDER AND SUBJECT to a Mortgage given by the
Grantors herein to the Muncy Bank and Trust Company, dated
January 24, 1967, recorded at Bloomsburg, Pa., in Mortgage Book
145, page 622.

Rec. in Columbia Co.
Rec. Bk 368 pg 275
June 11, 1986 11:10am

Beverly J. Mickus

THE BENTON AREA SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX

By *Arthur J. Zimmerman* 72



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 6, . October 13, . October 20, 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 . . . 21st . . . day of . . . Oct . . . 19 87

Matthew J. Leone
.....
(Notary Public)

My Commission Expires

MAITHEW J. LEONE, Notary Public
2100 LACKAWANNA AVENUE, SUITE 100
BLOOMSBURG, PENNSYLVANIA 17815
BY CERTIFICATE OF THE JUDICIAL BRANCH
NOTARY PUBLICS AND CLERK OF NOTARIES

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.

.....

LIST OF LIENS

VERSUS

Arthur J. & Gladys L. Zimmerman

Court of Common Pleas of Columbia County, Pennsylvania.

Muncy Bank & Trust Company

versus

Arthur J. & Gladys L. Zimmerman

No. 125 of Term, 1987
Real Debt ||\$ 10,937.67
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien March 17, 1987
Nature of Lien Default Judgment

Commonwealth of PA

Department of Revenue

versus

Arthur J. & Gladys L. Zimmerman

T/A Friendly Tavern

No. 119 of Term, 1987
Real Debt ||\$ 433.52
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 10, 1987
Nature of Lien State Tax 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

versus

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

J. HOWARD LANGDON

ATTORNEY AT LAW
3 SOUTH MAIN STREET
MUNCY, PENNSYLVANIA 17756

717 546-0104

November 17, 1987

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

Re: Muncy Bank & Trust Company vs.
Zimmerman #125 of 1987, J.D. #36
of 1987, E.D.

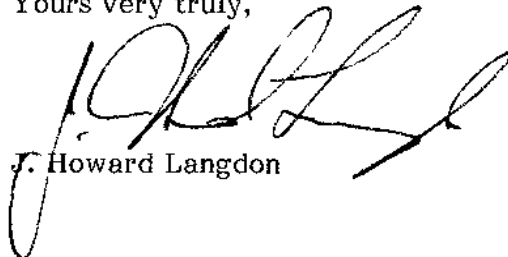
Dear Mr. Adler:

This letter will confirm my conversation with our office of this afternoon in which I requested that the Sheriff's Mortgage Foreclosure Sale in this case be stayed and continued for an additional fifteen days, until December 2, 1987. I made and make this request in behalf of Muncy Bank and Trust Company, my client.

The reason for the continuance is that Mr. Zimmerman has entered into a sales agreement for the sale of his property to a prospective buyer. Mr. Gailey C. Keller, attorney for Mr. Zimmerman, has informed me that 1) agreements have been signed; 2) the Buyer's financing has been approved, and 3) the closing is pending waiting only for LCB approval. For some reason final LCB approval has not been received.

It is my understanding that no further continuances cannot be made without your office repeating the entire Execution Process. If that becomes necessary, Mr. Zimmerman's costs will be significantly increased.

Yours very truly,



J. Howard Langdon

cc: Muncy Bank and Trust Company
Gailey C. Keller, Esq.
Cleveland Hummel, Esq.

cjm

SHERIFF'S SALE REAL ESTATE
FINAL COST SHEET

MUNCY BANK & TRUST CO.

VS

ARTHUR ZIMMERMAN

NO. 35 of 1987 E.D.

NO. 125 of 1987 J.D.

DATE OF SALE: November 17, 1987

BID PRICE (INCLUDES COSTS)

\$ _____

POUNDAGE 2% BID PRICE

\$ _____

TRANSFER TAX 2% BID PRICE

\$ _____

MISC. COSTS

\$ _____

TOTAL NEEDED TO PURCHASE

\$ _____

PURCHASER(S) : _____

ADDRESS : _____

NAME(S) ON DEED: _____

PURCHASER(S) SIGNATURE(S) : _____

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE \$ _____

LESS DEPOSIT \$ _____

DOWN PAYMENT \$ _____

AMOUNT DUE IN

EIGHT DAYS \$ _____

SHERIFF'S SALE REAL ESTATE OUTLINE

RECEIVE AND TIME STAMP WRIT ✓

DOCKET AND INDEX ✓ JA

SET FILE FOLDER UP ✓ JA

CHECK FOR PROPER INFO

WRIT OF EXECUTION ✓

COPY OF DESCRIPTION ✓

WHEREABOUTS OF LAST KNOWN ADDRESS ✓

NON-MILITARY AFFIDAVIT

- missing

Rec 8/7/87

NOTICES OF SHERIFF'S SALE ✓

WATCHMAN RELEASE FORM

- missing

Rec 8/7/87

AFFIDAVIT OF LIENS LIST

- missing

Rec 8/7/87

CHECK FOR \$500.00 -- ✓

* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEED ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO

SET SALE DATE AND ADV. DATES AND POSTING DATES 8/24/87

POST ALL DATES ON CALANDER 11/1/87

* 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 11, 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 11/1/87

TYPE PROPER INFO ON DESCRIPTION (refer to previos sales) 11/1/87

SERVICE

TYPE CARDS FOR DEFENDANTS

PUT PAPERS TOGETHER FOR DEFENDANTS 11/1/87

* COPY OF WRIT FOR EACH DEFENDANT

* NOTICE OF SHERIFF SALE

* COPY OF DESCRIPTION

PUT TOGETHER PAPERS FOR LIEN HOLDERS

* NOTICE OF SALE DIRECTED TO THEM

SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT 7/31/87

* DOCKET ALL DATES

ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO

served 8/31/87 12:07

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

8/31/87 Becker

SHERIFF'S SALE OUTLINE CON'TSALE BILLSSEND DESCRIPTION TO PRINTER 8/31/87 Adler** 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 9/3/87 Zimmerman _____

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 _____



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF COMPLIANCE
POST OFFICE BOX 8901
HARRISBURG, PA 17105-8901

PRIORITY CLAIM FOR SHERIFFS SALE

Please Print or Type

TUTION NUMBER
#125-1987

DATE OF SALE
10-29-87

AMOUNT
\$460.37

Mr. John Adler
Sheriff of Columbia County
Sheriff's Office
Bloomsburg, PA 17815

BOX NUMBER

EIN

LICENSE NUMBER

19-03843-2

SOCIAL SECURITY NUMBER

DEFENDANT Arthur J. Zimmerman and Gladys I. Zimmerman

This notice is to advise you that the above owes the Commonwealth of Pennsylvania taxes, interest, penalty and lien costs as shown on the Statement of Account below for the following taxes.

☒ Sales and Use Tax or

☐ Pennsylvania Personal Income Tax

The Department of Revenue requests priority in the distribution of any judicial sales proceeds (in accordance with the provisions of the Tax Reform Code of 1971, 72 P.S. §7101, et seq). Tax liens were filed with the Prothonotary of Columbia County.

☐ Corporation Taxes

The Department of Revenue requests a preference in the distribution of sales proceeds (in accordance with the provisions of Section 1401 of the Fiscal Code, 72 P.S. §1401, as amended.) This shall serve as notice in accordance with the provisions of Section 1402 of the Fiscal Code, 72 P.S. §1402, as amended.

STATEMENT OF ACCOUNT

TYPE OF TAX	SETTLEMENT OR LIEN DATE	PERIOD	AMOUNT OR BALANCE
S & U	02-10-87	008700119	\$460.37

I certify that the above Statement of Account is a true and correct statement of all lien taxes, penalties and interest owed to the Commonwealth of Pennsylvania (based upon the Department of Revenue records) by the above named entity. (Corporate taxes are a first lien from the date of settlement, 72 P.S. §1401, as amended.)

WITNESS my hand and the seal of the Department of

Revenue this 11th day of Sept., 19 87

DIRECTOR, BUREAU OF COMPLIANCE

SECRETARY OF REVENUE

Barton A. Fields

J. HOWARD LANGDON

ATTORNEY AT LAW
3 SOUTH MAIN STREET
MUNCY, PENNSYLVANIA 17756

717 546-3104

October 29, 1987

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

Re: Muncy Bank and Trust Company vs
Zimmerman; #125 of 1987, J.D.
#36, of 1987, E.D.

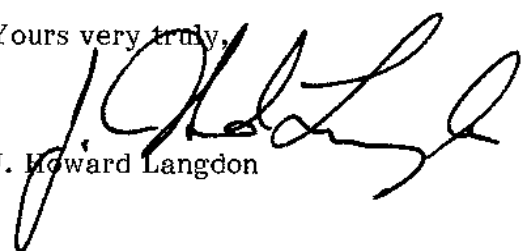
Dear Mr. Adler:

This letter will confirm my conversation with our office of this morning in which I requested that the Sheriff's Mortgage Foreclosure Sale in this case be stayed and continued until further request to your office. I made and make this request in behalf of Muncy Bank and Trust Company, my client.

The reason for the continuance is that Mr. Zimmerman has entered into a sales agreement for the sale of his property to a prospective buyer. Mr. Gailey C. Keller, attorney for Mr. Zimmerman, has informed me that 1) agreements have been signed, 2) the Buyer's financing has been approved, and 3) the closing is pending, waiting only for LCB approval. Therefore, Muncy Bank has agreed to delay the sale for 15 days.

For your information, the prospective buyer is represented by Cleveland Hummel, Esq.

Yours very truly,


J. Howard Langdon

tb

cc. Muncy Bank and Trust Company
Gailey C. Keller, Esq.
Cleveland Hummel

File Nov 17, 1987

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

June 25, 1987

J. Howard Langdon
3 South Main Street
Muncy, PA 17756

Dear Mr. Langdon:

Per my telephone conversation with your secretary of June 18, 1987, the Writ of Execution-Mortgage Foreclosure that we received in our office on Arthur & Gladys Zimmerman, the following is also required before any more action can be taken on this matter. We need a non-military affidavit stating that Mr. Zimmerman is not affiliated with the military in any way, a watchman release form, this form is releasing the Sheriff's Office from placing a watchman at the property described in the description, and we also need an affidavit stating all the interested parties who may have a lien against Mr. Zimmerman.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

*can be
1987
will be in Howard
on 6/5/87.
Shirley J. Beck - Lia
copy of original to secretary
of the court on 7/2/87. X-100-2*

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. 35 of 1987

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

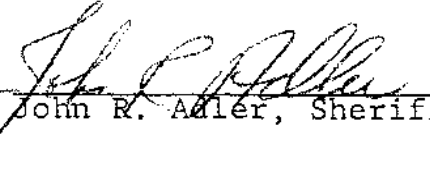
September 17, 1987 11:37 A.M. POSTED A COPY OF THE SHERIFF'S
SALE BILL ON THE PROPERTY OF Arthur J. & Gladys I. Zimmerman

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
COUNTY DEPUTY SHERIFF Louise Frantz

SO ANSWERS:

Louise Frantz
Deputy Sheriff

FOR:


John R. Adler, Sheriff

Sworn and subscribed before me this
18th day of September, 1987

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



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 17815

RE: Arthur J. Zimmerman and
Gladys I. Zimmerman

Dear Sheriff Adler:

The records of the Collections Unit of the Office of Attorney General do not indicate that any case against Arthur J. Zimmerman or Gladys I. Zimmerman has been referred here for collection.

Very truly yours,



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

TCZ/kf

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

September 3, 1987

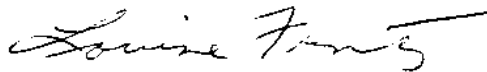
Howard Langdon, Esq.
3 South Main Street
Muncy, PA 17756

Ref: Muncy Bank and Trust vs Arthur Zimmerman
No. 125 of 1987 JD No. 35 of 1987 ED

Dear Mr. Langdon;

Enclosed is a copy of the sale bill on the above sale. Please
note the date and time.

Sincerely,


Louise Frantz
Deputy

cc: file
enc: 1

*Enclosed
is a copy of the sale bill
dated 8/14/87*

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: 9/1/87

RE: Sheriff's Sale Advertising Dates

Money Bank & Trust vs Arthur J. & Gladys I. Zimmerman
No. 35 of 1987 ED No. 125 of 1987 JD

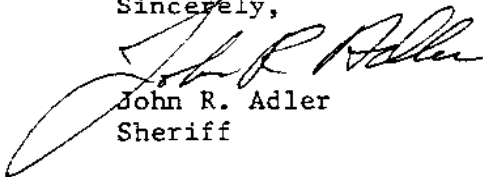
Dear Sir:

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

1st week Oct. 6, 1987
2nd week Oct. 13, 1987
3rd week Oct. 20, 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:
717-784-1991

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

NO. 35 of 1987 E.D.

WRIT OF EXECUTION

SERVICE ON ARTHUR J. ZIMMERMAN

ON August 31, 1987 AT 12:07 P.M., a true and
attested copy of the within Writ of Execution and a true copy
of the Notice of Sheriff's Sale of Real Estate was served on the
defendant, Arthur Zimmerman at Friendly Tavern,

R.D. #2, Benton, PA 17814

by Deputy Sheriff Susan Beaver

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

So Answers:

Susan Beaver
Deputy Sheriff
Susan Beaver

For:

John R. Adler
John R. Adler, Sheriff

Sworn and subscribed before me
this 31st day of August 1987

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

OFFICE OF
JOHN R. ADLER



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

PHONE
717-784-1991

August 31, 1987

J. Howard Langdon
3 South Main Street
Muncy, PA 17756

Dear Mr. Langdon:

Enclosed please find the certified service return on Arthur J. Zimmerman. The execution with description of property and sale bill was served August 31, 1987 at 12:07 P.M.

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

Sincerely,

Susan Beaver

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

cc: File

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 35 OF 1987 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED I WILL EXPOSE AT PUBLIC SALE, BY VENDUE OR OUTCRY, TO THE BEST AND HIGHEST BIDDER FOR CASH (SUBJECT TO PAYMENT OF UNPAID TAXES FOR THE CURRENT YEAR) AT THE COURTHOUSE IN BLOOMSBURG, COUNTY OF COLUMBIA AND COMMONWEALTH OF PENNSYLVANIA

Thursday, October 29, 1987
AT 10:30 A.M.

IN THE FORENOON OF THE SAID DAY, ALL THE RIGHT, TITLE AND INTEREST OF THE DESCRIBED LOT, PIECE OR PARCEL OF LAND:

ALL THAT CERTAIN piece, parcel, or tract of land situate in Benton, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254) in line of land of Harold Lewis;

THENCE along the western side of said Highway, south 30 degrees 15 minutes west, 317.8 feet to a corner in other lands of the Grantor (Clara A. Conner);

THENCE by the same, the following courses and distances: north 64 degrees 10 minutes west, 260 feet;

THENCE north 23 degrees 50 minutes east, 380.6 feet to a corner in line of land of Harold A. Lewis;

THENCE by the same, south 52 degrees east, 310 feet to a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254), the place of beginning. Containing 2.3 acres of land, more or less. TOGETHER WITH ANY BUILDINGS THEREON.

BEING the same premises conveyed unto Arthur J. Zimmerman and Gladys I. Zimmerman by deed of Harry G. Minier and Margaret A. Minier, his wife, dated August 29, 1967, and recorded in Columbia County Deed Book 237 at page 812. The said Gladys I. Zimmerman has since died thereby vesting title in Arthur J. Zimmerman by the doctrine of survivorship.

SEIZED AND TAKEN into execution at the suit of Muncy Bank and Trust Company against Arthur J. Zimmerman and Gladys I. Zimmerman. Judgment filed to No. 125 of 1987.

NOTICE IS HEREBY GIVEN TO ALL CLAIMANTS and parties in interest that the Sheriff will, for all sales where the filing of a Schedule of Distribution is required, file the said Schedule of Distribution no later than thirty (30) days after the sale, in his office, where the same will be available for inspection and that distribution will be made in accordance with the schedule, unless exceptions are filed thereto within ten (10) days thereafter.

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

Said premises to be sold by the Sheriff of Columbia County
JOHN R. ADLER, Sheriff

J. Howard Langdon, Esq.

J. HOWARD LANGDON

ATTORNEY AT LAW
3 SOUTH MAIN STREET
MUNCY, PENNSYLVANIA 17756

717 546-3104

August 6, 1987

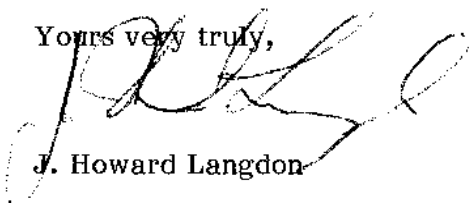
Columbia County Sheriff
Columbia County Court House
Bloomsburg, PA 17815

Re: Muncy Bank and Trust Co. vs.
Zimmerman #125-1987

Dear Sheriff Adler:

As you requested, please find the enclosed Rule 3129 Affidavit, Waiver and Release of Watchman and Non-military Affidavit. Please advise my office of when the sale will be scheduled.

Yours very truly,


J. Howard Langdon

tb

Enclosure

MUNCY BANK AND TRUST COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff; OF COLUMBIA COUNTY

VS.

NO: 125-1987

ARTHUR J. ZIMMERMAN and
GLADYS I. ZIMMERMAN,
Defendants;

: *Eper # 35-1787*
CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

**WRIT OF EXECUTION
- MORTGAGE FORECLOSURE -**

COMMONWEALTH OF PENNSYLVANIA :

SS;

COUNTY OF LYCOMING :

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above captioned matter,
you are directed to levy upon and sell the real property described below:

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

BEGINNING at a corner on the western side of the State Highway leading from Benton
to Red Rock (Route 254) in line of land of Harold Lewis; thence along the western side
of said Highway, south 30 degrees 15 minutes west, 317.8 feet to a corner in other lands
of the Grantor (Clara A. Conner), thence by the same, the following courses and distances:
north 64 degrees 10 minutes west, 260 feet; thence north 23 degrees 50 minutes east,
380.6 feet to a corner in line of land of Harold A. Lewis; thence by the same, south
52 degrees east, 310 feet to a corner on the western side of the State Highway leading
from Benton to Red Rock (Route 254), the place of beginning. Containing 2.3 acres
of land, more or less. TOGETHER WITH ANY BUILDINGS THEREON.

BEING the same premises conveyed unto Arthur J. Zimmerman and Gladys I. Zimmerman
by deed of Harry G. Minier and Margaret A. Minier, his wife, dated August 29, 1967,
and recorded in Columbia County Deed Book 237 at page 812. The said Gladys I.
Zimmerman has since died thereby vesting title in Arthur J. Zimmerman by the doctrine
of survivorship.

Debt	\$ 9,030.41
Interest and Late Charges	931.20
Attorney's Commission	<u>994.36</u>

TOTAL \$10,937.67 together with interest
to date of sale plus
costs

(SEAL)

Helen K. Linn, Dep
Prothonotary, Court of Common Pleas
of Columbia County, PA

Date: June 18, 1987.

MUNCY BANK AND TRUST COMPANY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff;	:	OF LYCOMING COUNTY, PA
	:	
vs.	:	NO: 125-1987
	:	
ARTHUR J. ZIMMERMAN and	:	CIVIL ACTION - LAW
GLADYS I. ZIMMERMAN,	:	
Defendants;	:	MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO Pa R.C.P. No. 3129

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF LYCOMING : SS:

MUNCY BANK AND TRUST COMPANY, plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution as filed the following information concerning the real property located at R.D. #2, Box 87, Benton, Columbia County, Pennsylvania, described as follows:

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

BEGINNING at a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254) in line of land of Harold Lewis; thence along the western side of said Highway, south 30 degrees 15 minutes west, 317.8 feet to a corner in other lands of the Grantor (Clara A. Conner), thence by the same, the following courses and distances: north 64 degrees 10 minutes west, 260 feet; thence north 23 degrees 50 minutes east, 380.6 feet to a corner in line of land of Harold A. Lewis; thence by the same, south 52 degrees east, 310 feet to a corner on the western side of the State Highway leading from Benton to Red Rock (Route 254), the place of beginning. Containing 2.3 acres of land, more or less. TOGETHER WITH ANY BUILDINGS THEREON.

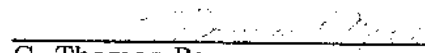
BEING the same premises conveyed unto Arthur J. Zimmerman and Gladys I. Zimmerman by deed of Harry G. Minier and Margaret A. Minier, his wife, dated August 29, 1987, and recorded in Columbia County Deed Book 237 at page 812. The said Gladys I. Zimmerman has since died thereby vesting title in Arthur J. Zimmerman by the doctrine of survivorship.

1. Name and address of Owner or Reputed Owner: Arthur J. Zimmerman, of R.D. #2, Box 87, Benton, PA 17814.
2. Name and address of Defendants in the judgment: Arthur J. Zimmerman and Gladys I. Zimmerman of R.D. #2, Box 87, Benton, PA 17814, said Gladys I. Zimmerman is now deceased.
3. Name and address of judgment creditors whose judgment is a record lien on the real property to be sold:

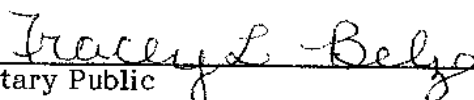
- a. Muncy Bank and Trust Company, of 2 North Main Street, Muncy, PA 17756, judgment entered on March 18, 1987, indexed as 125-1987.
 - b. Commonwealth of Pennsylvania, Department of Revenue, of Strawberry Square, Harrisburg, PA, 17127, entered February 10, 1987, for \$433.52.
4. Name and address of the last recorded holder of every mortgage of record:
- Muncy Bank and Trust Company, of 2 North Main Street, Muncy, PA 17756, mortgage entered in Columbia County Mortgage Book 368 at page 275.
5. Name and address of every other person who has any record interest in or record lien on the property and whose interests may be affected by the sale:
- None
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:

Columbia County Tax Claim Bureau of Columbia County Court House,
Bloomsburg, PA 17815

1985 real estate taxes — \$1,097.77
1986 real estate taxes — \$1,234.56


C. Thomas Payne
Vice President, Muncy Bank and Trust Company

Sworn to and subscribed
before me this 16th
day of August, 1987.


Notary Public


Notary Public, Columbia County, PA
My Comm. Expires 12/31/92

MUNCY BANK AND TRUST COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff; OF LYCOMING COUNTY, PA
:
vs. NO: 125-1987
:
ARTHUR J. ZIMMERMAN and CIVIL ACTION - LAW
GLADYS I. ZIMMERMAN,
Defendants; : MORTGAGE FORECLOSURE

WAIVER AND RELEASE OF WATCHMAN

TO THE SHERIFF:

The Office of the Sheriff of Columbia County is hereby released from any responsibility and liability for posting a watchman on the premises described in the Writ of Execution.



J. Howard Langdon
Attorney for Plaintiff
I.D. #21096

MUNCY BANK AND TRUST COMPANY, : IN THE COURT OF COMMON PLEAS
Plaintiff; : OF LYCOMING COUNTY, PA
vs. :
ARTHUR J. ZIMMERMAN and : NO: 125-1987
GLADYS I. ZIMMERMAN, :
Defendants; : CIVIL ACTION - LAW
: MORTGAGE FORECLOSURE

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LYCOMING :

C. Thomas Payne, Vice President of Muncy Bank and Trust Company, being duly sworn according to law, deposes and says that to the best of his information, knowledge and belief, the Defendant, Arthur J. Zimmerman, is not serving currently with the Armed Forces of the United States of America.

C. Thomas Payne

Sworn to and Subscribed
before me this 6th
day of August, 1987.

Tracey L. Belg
Notary Public