

# KLEIMAN & DISANTO

Law Offices

Anthony DiSanto

Raymond Kleiman  
(1930-1986)

April 28, 1987

Sheriff's Office  
Columbia County Courthouse  
Bloomsburg, PA 17815

Re: Kissell v. Partington  
No. 1042 of 1986  
Sheriff's sale held 3/26/87

Dear Sheriff:

Please be advised that you may now record the deed on the above case to the **Administrator of Veterans Affairs, his successors and assigns** at your earliest convenience. We note that we had already sent you an Affidavit of Value on March 27, 1987.

Please call our office on the same day that the deed is recorded. This is most important and you may call collect if you wish.

Thank you for your cooperation.

Sincerely yours,

  
Anthony DiSanto

/ddb

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

May 11, 1987

Anthony DiSanto  
Suite 300  
100 Chestnut Street  
Box 744  
Harrisburg, PA 17108

Dear Mr. DiSanto:

Enclosed, please find the recorded deed on the Kissell Co. vs. Charles and Connie Partington. This deed was recorded on May 4, 1987.

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

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Enclosure



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

Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent the 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 through postmaster for fee and a check box (es) for additional fee (es) requested.

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

3. Article Addressed to

Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collection Unit  
Fourth & Walnut Sts.  
Harrisburg, PA 17120

4. Article Number  
ID: 537 618 004  
Type of Service  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain insurance for added cost. Agent and DATE RECEIVED  
8. Addressed & Addressed  
9. Addressed & Addressed

5. Signature — Addressee  
X

6. Signature  
X

7. Date of Delivery  
FEB 6 1986

PS Form 3811, Feb. 1986

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

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3. Article Addressed to

PRESS-ENTERPRISE  
P.O. Box 748  
Bloomsburg, PA 17815  
Attn: Ms. Susan Shotwell

4. Article Number  
ID: 537 618 004  
Type of Service  
☐ Registered  
☒ Certified  
☐ Express Mail

Always obtain insurance for added cost. Agent and DATE RECEIVED  
8. Addressed & Addressed

5. Signature — Addressee  
X

6. Signature — Agent  
X

7. Date of Delivery  
FEB 04 1987

PS Form 3811, Feb. 1986

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X

6. Signature — Agent  
X

7. Date of Delivery  
FEB 04 1987

PS Form 3811, Feb. 1986



15382

PURCELL, NISSLEY, KRUG & HALLER

ESCROW ACCOUNT  
1719 N. FRONT STREET  
HARRISBURG, PA. 17102

PAY  
TO THE  
ORDER OF

*March 25 1987*  
*Sherrill J. Columbus County* \$ 299.99  
*Two Hundred Ninety Nine and 99/100* - DOLLAR

UP TOWN OFFICE  
The Commonwealth  
National Bank  
A Mellon Bank  
HARRISBURG, PENNSYLVANIA



*L. M. Miller*

⑈015382⑈ ⑈031300821⑈ 212 203675 5⑈

OFFICE OF  
JOHN R. ADLER



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P. O. BOX 280  
BLOOMSBURG, PA. 17815

PHONE:  
717-784-1991

April 6, 1987

Robert Buehner  
29 East Main Street  
Bloomsburg, PA 17815

Dear Bob:

Enclosed is a check for \$30.00 for solicitor services from the Charles and Connie Partington sale held in our office on March 26, 1987.

Thank you very much for your assistance in this matter.

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Enclosure

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

April 6, 1987

Press-Enterprise  
Attn: J. Stephen Buckley  
P.O. Box 745  
Bloomsburg, PA 17815

Dear Mr. Buckley:

Enclosed is a check in the amount of \$215.84 for advertising costs incurred by our office for the advertisement of Charles & Connie Partington.

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

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Enclosure

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

April 6, 1987

Chris Klinger  
Boro of Berwick  
Berwick, PA 18603

Dear Chris:

Enclosed is a check in the amount of \$286.25 for the sewer rental for Oct., Nov., Dec. 1986 and Jan., Feb., Mar., 1987.

This is the property of Charles & Connie Partington, located at 1149 3rd Avenue, Berwick, Pa.

As of yet, the deed has not been recorded per the atty. for the plaintiff. The deed is typed up and ready to be recorded, but per request of atty. we are to wait until they notify us to record it.

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

Sincerely,

Susan S. Beaver  
Deputy Sheriff

SSB

Enclosure



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 26th day of MARCH 19 87, at 10:30 o'clock A M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THE KISSELL COMPANY for the price or sum of SEVEN HUNDRED THIRTY NINE DOLLARS AND FORTY FOUR CENTS (\$739.44) COSTS AND TAXES PLUS FOURTEEN DOLLARS AND SEVENTY NINE CENTS POUNDAGE (\$14.79) Dollars THE KISSELL COMPANY 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 SHEET

Sheriff's Office, Bloomsburg, Pa. }

So answers

*[Signature]*

Sheriff

SHERIFF'S SALE  
DISTRIBUTION SHEET

The Kissell Company VS. Charles E. & Connie J. Partington

NO. 1042 of 1986 JD  
NO. 4 of 1987 ED

DATE OF SALE: March 26, 1987

Bid Price	\$ <u>739.44</u>	
Poundage	<u>14.79</u>	
Transfer Taxes		
Total Needed to Purchase		\$ <u>754.23</u>
Amount Paid Down		<u>500.00</u>
Balance Needed to Purchase		<u>254.23</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>119.25</u>	
Poundage	<u>14.79</u>	\$ <u>134.04</u>
Press-Enterprise		<u>215.84</u>
Henry Printing		<u>40.60</u>
Solicitor		<u>30.00</u>
Columbia County Prothonotary		<u>25.00</u>
Columbia County Recorder of Deeds - Deed copy work		<u>18.50</u>
Realty transfer taxes		
State stamps		
Tax Collector ( )		
Columbia County Tax Assessment Office		
State Treasurer		<u>4.00</u>
Other: <u>BERWICK SEWER</u>		<u>286.25</u>
TOTAL EXPENSES		\$ <u>754.23</u>

---

Total Needed to Purchase	\$ <u>          </u>
Less Expenses	<u>          </u>
Net to First Lien Holder	\$ <u>          </u>
Plus Deposit	<u>          </u>
Total to First Lien Holder	\$ <u>          </u>

SHERIFF'S SALE - COST SHEET

The Kissell Company

VS. Charles & Connie J. Partington

NO. 4 of 1987

DATE OF SALE: March 26, 1987

SHERIFF'S COST OF SALE:

Docket & Levy	\$ 14.00
Service	14.00
Mailing	21.00
Advertising, Sale Bills & Newspapers	9.00
Posting Handbills	9.00
Mileage	17.25
Crying/Adjourn of Sale	7.00
Sheriff's Deed	10.00
Distribution	9.00
Other <u>COPYWORK</u>	9.00

TOTAL . . . . . \$ 119.25

Press-Enterprise, Inc.	\$ 215.84
Henrie Printing	40.60
Solicitor's Services	30.00

TOTAL . . . . . \$ 286.44

PROTHONOTARY: Liens List	\$ 20.00
Deed Notarization	5.00
Other	

TOTAL . . . . . \$ 25.00

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

TOTAL . . . . . \$ 18.50

REAL ESTATE TAXES:

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

TOTAL . . . . . \$

MUNICIPAL RENTS:

Sewer - Municipality <u>Berwick</u>	, 19 <u>86</u> & 1987	\$ 286.25
Water - Municipality	, 19	

TOTAL . . . . . \$ 286.25

SURCHARGE FEE: (State Treasurer)

\$ 4.00

MISCELLANEOUS:

\$

TOTAL \$

TOTAL COSTS \$ 739.44

# KLEIMAN & DISANTO

Law Offices

Anthony DiSanto

Raymond Kleiman  
(1930-1986)

March 27, 1987

John R. Adler, Sheriff of  
Columbia County  
Columbia County Courthouse  
Bloomsburg, PA 17815

Re: Partington, Charles and Connie  
1149 Third Avenue  
Berwick, Pennsylvania  
No. 4 of 1987 E.D.

Dear Sheriff Adler:

Enclosed is our Affidavit of Value advising you that you may prepare the Sheriff's deed for the above case to the Administrator of Veterans Affairs, his successors and assigns. Please do not record the deed until you receive instructions from us to do so. If you anticipate any problem, please contact me.

Thank you.

Sincerely yours,

  
Anthony DiSanto

AD:dmf

Enc.



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

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a 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 sheet(s).

## A CORRESPONDENT - All inquiries may be directed to the following person:

Name	Anthony DiSanto, Esquire	Telephone Number	KLEIMAN & DISANTO
Street Address	Suite 300, 100 Chestnut Street	Area Code ( 717 )	232-9364
City	Harrisburg	State	PA
Zip Code	17101		

## B TRANSFER DATA

Grantor(s)/Lessor(s)	Sheriff on behalf of Charles E. and Connie J. Partington	Date of Acceptance of Document	
Grantee(s)/Lessee(s)	Administrator of Veterans Affairs, his successors and assigns		
Street Address	1149 Third Avenue	Street Address	P.O. Box 8079
City	Berwick	City	Philadelphia
State	PA	State	PA
Zip Code	18603	Zip Code	19101

## C PROPERTY LOCATION

Street Address	1149 Third Avenue	City, Township, Borough	Borough of Berwick
County	Columbia	School District	
		Tax Parcel Number	#4.3-1-101

## D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$1.00	+ -0-	= \$1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
\$1,800.00	x 10.64	= \$19,152.00

## E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
100%	100%

## 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
- ☐ Transfer to Industrial Development Agency.
- ☐ Transfer to Agent or Straw Party. (Attach copy of agency/straw party agreement).
- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_
- ☒ Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- ☐ Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	<i>Anthony DiSanto</i>	Date	3/30/87
---	------------------------	------	---------

(SEE REVERSE)



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

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

## RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

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### A. CORRESPONDENT - All inquiries may be directed to the following person:

Name

Telephone Number:

Anthony DiSanto, Esquire

KLEIMAN &amp; DISANTO

Area Code ( 717 ) 232-9364

Street Address

City

State

Zip Code

Suite 300, 100 Chestnut Street

Harrisburg

PA

17101

### B. TRANSFER DATA

Date of Acceptance of Document

Grantor(s)/Lessor(s) Sheriff on behalf of Charles E.  
and Connie J. Partington

Grantee(s)/Lessee(s) Administrator of Veterans Affairs,  
his successors and assigns

Street Address

Street Address

1149 Third Avenue

P.O. Box 8079

City

State

Zip Code

City

State

Zip Code

Berwick

PA

18603

Philadelphia

PA

19101

### C. PROPERTY LOCATION

Street Address

City, Township, Borough

1149 Third Avenue

Borough of Berwick

County

School District

Tax Parcel Number

Columbia

#4.3-1-101

### D. VALUATION DATA

1. Actual Cash Consideration

2. Other Consideration

3. Total Consideration

\$1.00

+ -0-

= \$1.00

4. County Assessed Value

5. Common Level Ratio Factor

6. Fair Market Value

\$1,800.00

x 10.64

= \$19,152.00

### E. EXEMPTION DATA

1a. Amount of Exemption Claimed

1b. Percentage of Interest Conveyed

100%

100%

### 2. Check Appropriate Box Below for Exemption Claimed

- ☐ Will or intestate succession (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
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- ☐ Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ \_\_\_\_\_
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- ☐ Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
- ☐ Other (Please explain exemption claimed, if other than listed above.) \_\_\_\_\_

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

3/30/07

(SEE REVERSE)



SHERIFF'S SALE REAL ESTATE  
FINAL COST SHEET

The Kissell Company VS Charles E. & Connie J. Partington  
NO. 4 of 1987 E.D. NO. 1042 of 1986 J.D.

DATE OF SALE: March 26, 1987

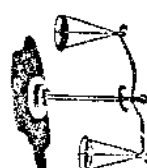
BID PRICE ( INCLUDES COSTS )	\$ <u>739.44</u>
POUNDAGE 2% BID PRICE	\$ <u>14.79</u>
TRANSFER TAX 2% BID PRICE	\$ _____
MISC. COSTS	\$ _____

TOTAL NEEDED TO PURCHASE \$ 754.23

PURCHASER(S) : The Kissell Company  
ADDRESS : 30 Warden St. Springfield Ohio 45501  
NAME(S) ON DEED: \_\_\_\_\_  
PURCHASER(S) SIGNATURE(S) : [Signature]

AMOUNT RECEIVED BY SHERIFF FROM PURCHASER(S) :

TOTAL DUE	\$ <u>754.23</u>
LESS DEPOSIT	\$ <u>500.00</u>
DOWN PAYMENT	\$ _____
AMOUNT DUE IN EIGHT DAYS	\$ <u>254.23</u>



**KLEIMAN & DISANTO**  
LAW OFFICES

ESCROW ACCOUNT  
100 CHESTNUT STREET, SUITE 300  
HARRISBURG, PA. 17101

15453

March 31 1987

62-142-013

PAY  
TO THE  
ORDER OF

*Sherrill of Columbia County*

\$ 254.23

DOLLARS

**Fulton Bank**  
CAPITAL, FREEDOM, HARRISBURG, PA. 17108

FOR *Kissell & Haltington bal due on file*

⑈015454⑈ ⑈031301⑈ 120 120 254.23⑈

*Anthony Datto*

*Part 2 of 2*

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 ✓

COPY OF DESCRIPTION ✓

WHEREABOUTS OF LAST KNOWN ADDRESS ✓

NON-MILITARY AFFIDAVIT ✓

NOTICES OF SHERIFF'S SALE ✓

*Call*  
WATCHMAN RELEASE FORM Call 1/27/87

AFFIDAVIT OF LIENS LIST ✓

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 ✓

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 previous 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 ✓

\* 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 ✓

SHERIFF'S SALE OUTLINE COSALE BILLSSEND DESCRIPTION TO PRINTER 1-30-87\*\* THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLANATIONSSEND NOTICE TO PRESS DIRECTING WHEN TO ADV. 2-3SEND NOTICES TO LOCAL TAX COLLECTORS 2-3NOTICES TO WATER AND SEWER AUTH. 2-3SEND NOTICES TO FEDERAL AND STATE TAX AUTH 2-3IF BUSINESS SEND COPY TO SBA AUTH. 2-3HANDBILLS

SEND COPIES OF HANDBILLS TO:

RECORDER'S OFFICE 2-17TAX CLAIM OFFICE 2-17TAX ASSESSMENT OFFICE 2-17PROTH OFFICE(post on board) 2-17POST IN FRONT LOBBY 2-17POST IN SHERIFF'S OFFICE 2-17SEND COPY TO ATTY 2-18POST PROPERTY ACCORDING TO DATE SET ✓SEND RETURN OF POSTING TO ATTY ✓DOCKET ALL COSTS ✓

PREPARE COST SHEET 2 DAYS BEFORE SALE

\* BE SURE ALL COSTS ARE RECEIVED

PREPARE FINAL COSTS SHEET DAY OF SALE

HOLD SALE

POST PROPOSED SCHEDULE OF DISTRIBUTION ACCORDING TO DATE

PAY DISTRIBUTION ACCORDING TO DATE

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

RECORD SHERIFF FEES COLLECTED ON MONTHLY REPORT

PREPARE DEED AND TAX AFFIDAVIT TO BE RECORDED

WHEN DEED IS RECORDED SEND TO BUYER

FILE FOLDER

State of Pennsylvania }  
County of Columbia } ss.

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

Charles E. Partington and Connie J. Partington, his wife  
and find as follows:

See photostatic copy attached.

Fee \$5.00

In testimony whereof I have set my hand and seal  
of office this 23rd day of March  
A.D., 19 87.

*Beverly J. Michael* RECORDER

PENNSYLVANIA

## MORTGAGE

THIS INDENTURE, made the 29th 28th day of SEPTEMBER in the year of our Lord one thousand nine hundred and Eighty Three, BETWEEN CHARLES E. PARTINGTON AND CONNIE J. PARTINGTON, his wife (hereinafter called Mortgagor) and The Kissell Company, a corporation organized and existing under the laws of the State of Ohio, and having its principal office and post-office address in Springfield, Ohio 45501 (hereinafter called Mortgagee):

WITNESSETH: That the Mortgagor to secure the payment of THIRTY THREE THOUSAND AND NO/100-----

Dollars (\$ 33,000.00 ), with interest from date, at the rate of Thirteen per centum ( 13 %) per annum on the unpaid balance until paid, as provided in a Note of even date herewith, from the Mortgagor to the Mortgagee, in monthly installments of THREE HUNDRED SIXTY FIVE AND 05/100 Dollars (\$ 365.05 ), commencing on the first day of NOVEMBER, 19 83, and continuing thereafter on the first day of each month until such debt is fully paid, except that, if not sooner paid, the final payment thereof shall be due and payable on the first day of OCTOBER

2013, and also to secure the performance of all covenants, agreements and conditions herein contained, does by these presents grant, bargain, sell, assign, release, convey and confirm to the Mortgagee, ALL the following described real property situate in the BOROUGH of BERWICK, County of COLUMBIA and Commonwealth of Pennsylvania, to wit:

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

It is covenanted and agreed by the Mortgagors that if the Veterans Administration does not, within sixty (60) days from date hereof, issue a loan Guaranty Certificate in respect to the loan secured by this Mortgage in an amount satisfactory to the Mortgagee, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

TOGETHER with all and singular the buildings, improvements, and fixtures on said premises, as well as all additions or improvements now or hereafter made to 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, and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned, namely,

provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder:

TO HAVE AND TO HOLD said property, hereby granted, with the appurtenances, unto said Mortgagee to its own use forever:



All that certain lot, piece or parcel of land together with the two story frame single dwelling house thereon erected and being situate on the northerly side of Third Avenue in the Borough of Berwick, County of Columbia and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at the southeast corner of Lot No. 887, this being the east side of the third lot east of Warren Street located on the northern side of Third Avenue in the Borough of Berwick, County of Columbia and State of Pennsylvania, on what was formerly known as the Ferris Farm and is now a part of the Berwick Land and Improvement Company's Addition to the Borough of Berwick (see plot or plan recorded in the Recorder's Office at Bloomsburg, Pennsylvania, in Miscellaneous Book 8 page 366); thence in a northerly direction along Lot No. 887, a distance of One Hundred Sixty (160) feet to a fifteen (15) foot alley; thence in an easterly direction along said alley, a distance of Forty-five (45) feet to the corner of Lot No. 885; thence in a southerly direction along Lot No. 885, a distance of One Hundred Sixty (160) feet to Third Avenue; thence in a westerly direction along Third Avenue, a distance of Forty-five (45) feet to the corner of Lot No. 887, the place of beginning.

This description is intended to cover and this deed to convey house and Lot No. 886.

REV 232 MAR 636

REV 323 MAR 976

This Indenture is made, however, subject to the following covenants, conditions, agreements and stipulations, 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, with privilege reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. To more fully protect the security of this Mortgage, the Mortgagor shall pay to the Mortgagee as trustee (under the terms of this trust as hereinafter stated) in addition to and concurrently with, each monthly installment of principal and interest until said Note is fully paid, the following sums:

(a) 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, plus taxes, assessments, and sewer and water rents, next due on the premises covered by this Mortgage (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes, assessments, and sewer and water rents, will become due, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, assessments, and sewer and water rents.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, taxes, assessments, sewer and water rents, fire and other hazard insurance premiums;
- (II) interest on this debt; and
- (III) amortization of the principal of this debt.

Any deficiency in the amount of any such aggregate monthly payment shall constitute an event of default hereunder and under said Note, unless made good by Mortgagor prior to the due date of the next such payment. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by Mortgagor, under (a) of paragraph 2 preceding, shall exceed the amount of payments actually made by Mortgagee as trustee for ground rents, taxes, assessments, sewer or water rents, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option, as trustee, shall be refunded to Mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time Mortgagor shall tender to Mortgagee, in accordance with the provisions hereof, the full payment of the entire indebtedness represented hereby, Mortgagee, as trustee, shall in computing the amount of such indebtedness, credit to the account of Mortgagor any credit balance remaining under the provisions of (a) of paragraph 2. If there shall be a default under any of the provisions of the Note and this Mortgage securing the same, which results in a public sale of the premises covered thereby, or if title to the property is otherwise acquired by the Mortgagee after the default, the Mortgagee, as trustee, shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired by the Mortgagee, the balance then remaining to the credit of Mortgagor under (a) of paragraph 2, as a credit on the interest accrued and unpaid, and the balance on the principal then remaining unpaid on the Note.

4. Mortgagor shall pay to Mortgagee all ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied at any time by any lawful authority upon the premises covered by this Mortgage which, by any present or future law or laws, shall have priority in lien or payment to the debt represented by said Note and secured by this Mortgage, and provision for the payment of which is not otherwise made herein, such payment to be made by Mortgagor within thirty (30) days after demand by Mortgagee, stating the amount.

5. The principal indebtedness hereby evidenced and secured represents money actually used for the acquisition of or for improvements to the premises secured by said Mortgage.

6. Mortgagor will continually maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly. The insurance proceeds, or any part thereof, may be applied by Mortgagee at its option either to the reduction of the indebtedness or to the restoration or repair of the property damaged. In the sole and absolute discretion of Mortgagee, in event of foreclosure of the Mortgage or transfer of title to the mortgaged property in partial or total extinguishment of the Note hereby secured, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee or shall be canceled and the cancellation proceeds, if any, retained by Mortgagee. Full power is hereby given to Mortgagee to settle or compromise all claims under such policies and to demand, receive and receipt for all moneys becoming payable thereunder.

7. Mortgagor shall not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property herein described on the basis of race, color or creed.

8. Mortgagor will not suffer any lien superior to the lien created by this Mortgage to attach to or to be enforced against the premises covered by this Mortgage. Mortgagor shall not commit or permit waste; and shall maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option, may cause reasonable maintenance work to be performed at the cost of Mortgagor.

9. Mortgagee shall have the right to pay any ground rents, taxes, assessments, sewer and water rents, and all other charges and claims which Mortgagor has agreed to pay under the terms hereof, to advance and pay any sums of money that in its judgment may be necessary to perfect or preserve the title of the premises covered by this Mortgage, or for insurance premiums or for any authorized maintenance work. Any amount or amounts so paid or advanced shall be added to the principal debt, shall bear interest at the rate provided for in the principal indebtedness from the date of payment or advance, and shall be secured by this Mortgage ratably with said principal debt and interest thereon. Mortgagee, at its option, also shall be entitled to be subrogated to any lien, claim, or demand paid by it, or discharged with money advanced by it and secured by this Mortgage. The payments and advances so made shall be payable in approximately equal monthly payments extending over such periods as may be agreed upon by the Mortgagor and Mortgagee, but not beyond the due date of the final installment of the principal debt. In event of failure to agree on date of maturity, the whole of the sum or sums so paid or advanced shall be due and payable thirty (30) days after demand by Mortgagee.

10. The lien of this Mortgage shall remain in full force and effect during postponement or extension of the time of payment of the indebtedness, or any part thereof, which it secures.

11. Upon the request of Mortgagee, Mortgagor shall execute and deliver a supplemental Note or Notes for the sum or sums advanced or paid by Mortgagee for the alteration, modernization or improvement of the mortgaged property made at Mortgagor's request; and for maintenance of said property, or ground rents, taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied against said property by any lawful authority, or for any other purpose elsewhere authorized hereunder. Said Note or Notes shall be secured by this Mortgage on a parity with and as fully as if the amounts stated in such Note or Notes were part of that stated in the Note hereby secured. Said supplemental Note or Notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by Mortgagor and Mortgagee. In event of failure to agree on date of maturity, the whole of the sum or sums so advanced or paid shall be due and payable thirty (30) days after demand by Mortgagee; but in no event shall any such maturity or due date extend beyond the due date of the final installment of the principal debt.

12. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

13. If, at any time, a Writ of Execution (Money Judgment) or other execution is properly issued upon a judgment obtained upon said Note, or if an Action of Mortgage Foreclosure or any other appropriate action or proceeding to foreclose a mortgage is instituted upon or under this Mortgage, an attorney's commission of \_\_\_\_\_ per centum (\_\_\_\_%) of said principal debt shall be payable, and recovered in addition to all principal and interest and all other recoverable sums then due, together with costs of suit.

14. If any deficiency in the amount of any aggregate monthly payment mentioned in (b) of paragraph 2 shall not be made good by Mortgagor prior to the due date of the next such payment, or if default be made at any time in any of the covenants and agreements herein, or in the Note secured, then and in every such case, the whole principal debt shall, at the option of Mortgagee, become due and payable immediately. Payment thereof and all interest accrued thereon, with an attorney's commission as hereinbefore mentioned, may be enforced and recovered at once, anything herein contained to the contrary notwithstanding.

In the event of any breach of any covenant, condition, or agreement of said Note, or of this Mortgage, it shall be lawful for Mortgagee to enter upon all and singular the land, buildings, and other rights, corporeal and incorporeal, granted by this Mortgage, and to take possession of the same, and of the fixtures and equipment therein, and to have, hold, manage, lease to any person or persons, use and operate the same in such parcels and on such terms and for such periods of time as Mortgagee may deem proper in its sole discretion, Mortgagor agreeing that he shall and will, whenever requested by Mortgagee so to do, assign, transfer, and deliver unto Mortgagee any lease or sublease; and to collect and receive all rents, issues, and profits of said mortgaged premises and every part thereof; for all of which said Note shall be a sufficient warrant whether or not such lease or sublease has been assigned; and to make from time to time all reasonable alterations, renovations, repairs, and replacements thereto. After deducting the cost of such alterations, renovations, repairs, and replacements thereto, incident to taking and retaining possession of the mortgaged property, the management and operation thereof, and to keeping the same properly insured, to apply any residue of such rents, issues, and profits to the payment of (a) all ground rents, taxes, charges, claims, assessments, sewer and water rents, and any other liens that may be prior in lien or payment to the debt secured by this Mortgage, with interest thereon, (b) premiums for said insurance, with interest thereon, (c) the interest and principal due and secured by this Mortgage with all costs and attorney's fees; in such order or priority as Mortgagee may determine, any statute, law, custom, or use to the contrary notwithstanding.

The taking of possession of the mortgaged premises by Mortgagee, as herein provided, shall not relieve any default by Mortgagor, or prevent the enforcement of any of the remedies provided by said Note or this Mortgage.

The remedies provided by said Note and this Mortgage or any other indebtedness therein provided or secured by this Mortgage, and for the performance of the covenants, conditions, and agreements of said Note or this Mortgage are cumulative and concurrent, and may be pursued singly, or successively, or together, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur.

PROVIDED, that in case default shall be made in the payment of any installment of principal and interest, or any other payment hereinabove or in the conditions of said recited Note provided for, or in the keeping and performance by the Mortgagor of any covenant or agreement contained therein or in this Mortgage to be by said Mortgagor kept and performed, in the manner and at the time specified for the performance thereof, such default will entitle Mortgagee forthwith to bring and sue out an Action of Mortgage Foreclosure upon this Indenture of Mortgage, or to institute any other appropriate action or proceeding to foreclose a mortgage, and to proceed thereon to judgment and execution, for recovery of said principal debt or sums and all interest thereon and all other sums hereby secured, together with an attorney's commission for collection, as aforesaid, and costs and expenses of such proceeding, and to pursue any and all other appropriate legal or equitable remedies in such cases provided

without further stay of execution or other process, any law, usage, or custom to the contrary notwithstanding. Mortgagor expressly waives and relinquishes all benefit that may accrue by virtue of any and every law made or to be made exempting the mortgaged premises or any other premises or property whatever, real or personal, from attachment, levy, or sale under execution, or any part of the proceeds arising from any sale thereof, and all benefit of any stay of execution or other process. Mortgagor hereby waives and relinquishes unto and in favor of the Mortgagee, all benefit under all laws now in effect or hereafter passed to relieve the Mortgagor in any manner from the obligations assumed in the Note for which this Indenture is security.

BUT PROVIDED ALWAYS, nevertheless, that if said Mortgagor shall pay or cause to be paid unto the said Mortgagee, the aforesaid debt secured by this Mortgage, when and in the manner hereinbefore mentioned and appointed for payment of the same, together with interest and all other sums hereby secured, then and from thenceforth, this Indenture, and the estate hereby granted, as well as said recited Note, shall cease, determine, and become void, anything hereinbefore or in said Note contained to the contrary notwithstanding.

If this Mortgage is executed by more than one person as Mortgagor, the liability of each shall be joint and several.

The covenants, conditions, and provisions contained in said Note, or in this Mortgage, shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors, vendors, and assigns of the parties hereto or thereto; and whenever used in said Note or in this Mortgage, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness represented by said Note, or secured by this Mortgage, or any transferee thereof, whether by operation of law or otherwise.

IN WITNESS WHEREOF, Mortgagor hereunto sets his hand and seal. Dated the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESS

*Charles E. Partington* (SEAL)  
CHARLES E. PARTINGTON (SEAL)  
*Connie J. Partington* (SEAL)  
CONNIE J. PARTINGTON (SEAL)

#### CERTIFICATE OF RESIDENCE

I, DEBRA L. KNARR  
correct address of the within-named Mortgagee is 30 Warden Street, Springfield, Ohio 45501

Witness my hand this

day of

, 19

*Debra L. Knarr*  
Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Columbia*

On this *25th* day of *September*, A.D. 19*83*, before me, the Subscriber a Notary Public came the above-named *CONNIE J. PARTINGTON, his wife* and acknowledged the within Indenture of Mortgage to be their and only their act and deed, and desired the same to be recorded as such.

WITNESS my hand and seal, the day and year aforesaid

*My commission expires Jan. 26, 1985*

RECORDED  
\$405  
COMMONWEALTH OF PENNSYLVANIA  
FEE \$5.00  
60 49 PM

MORTGAGE

TO  
THE KISSELL COMPANY

COMMONWEALTH OF  
PENNSYLVANIA  
COUNTY OF *Columbia*

Recorded on this *28th* day of *September*, A.D. 19*83*, in the Recorder's Office of said County in Book *323*, Vol. *Page 975*

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

*Debra L. Knarr*  
Recorder

**TAX NOTICE**

BERWICK BOROUGH  
MAKE CHECKS PAYABLE TO:

CONNIE C. GINGER  
120 R EAST 3RD ST.  
BERWICK, PA. 18603

HOURS WED 9:00 TO 12:00 MON,  
TUE, THUR & FRI 9 TO 5  
FRI 9 TO 7 DURING DISCOUNT  
PHONE 717-752-7442 ONLY

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M PARTINGTON CHARLES E &  
CONNIE J  
1149 THIRD AVE  
BERWICK, PA 18603

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

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BERWICK, PA 18603

IF YOU DESIRE A RECEIPT, ENCLOSE A STAMPED ADDRESSED ENVELOPE WITH YOUR PAYMENT

FOR COLUMBIA COUNTY					
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	DATE
COUNTY R.E. TWP/BORO R.E.	1800	22.00	38.81	39.60	03/01/86
		30.00	52.92	54.00	03373
				43.56	
				56.70	

**PAY THIS AMOUNT**

91.73

93.60

100.26

PENALTY AT PROPERTY DESCRIPTION  
COUNTY 10% TWP/BORO 5%  
ACCT NO. 15363  
PARCEL 04.3-1-101  
1149 THIRD AVE LOT 886  
L-45X160  
BUILDINGS  
CONNIE C. GINGER  
1,610

TOTAL 1,800

REC'D BY

4/24/86

FOR BERWICK AREA SCHOOL DISTRICT					
DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	DATE
SCHOOL R.E.	1800	07.00	188.75	192.60	07/01/86
				202.23	03360

**PAY THIS AMOUNT**

188.75

192.60

202.23

PENALTY AT PROPERTY DESCRIPTION  
SCHOOL 5%  
ACCT NO. 15363  
PARCEL 04.3-1-101  
1149 THIRD AVE LOT 886  
L-45X160  
BUILDINGS  
CONNIE C. GINGER  
1,610

TOTAL 1,800

REC'D BY

8/6/86

Laure, 1986 Taxes are paid in full

Connie C. Genger  
Tax Collector

# LIST OF LIENS

## VERSUS

CHARLES E. PARTINGTON and CONNIE J. PARTINGTON

Court of Common Pleas of Columbia County, Pennsylvania.

The Kissell Company

versus

Charles Partington and

Connie J. Partington

No. 1042 of Term, 1986  
Real Debt ||\$ 41,540.02  
Interest from ||  
Commission ||  
Costs ||  
Judgment entered 41,540.02  
Date of Lien Jan. 20, 1987  
Nature of Lien Default Judgment

versus

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

versus

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

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



SHERIFF'S SALES

BY VIRTUE OF A WRIT OF EXECUTION NO. 4 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, MARCH 26, 1987

at 10:30 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 tract of land situate in the Borough of Berwick, County of Columbia and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southeast corner of Lot No. 887, this being the east side of the third lot east of Warren Street located on the northern side of Third Avenue in the Borough of Berwick, County of Columbia and and State of Pennsylvania, on what was formerly known as the Ferris Farm and is now a part of the Berwick Land and Improvement Company's Addition to the Borough of Berwick (see plot or plan recorded in the Recorder's Office at Bloomsburg, Pennsylvania, in Miscellaneous Book 8 page 366); thence in a northerly direction along Lot No. 887, a distance of One Hundred Sixty (160) feet to a fifteen (15) foot alley; thence in an easterly direction along said alley, a distance of Forty-five (45) feet to the corner of Lot No. 885; thence in a southerly direction along Lot No. 885, a distance of One Hundred Sixty (160) feet to Third Avenue; thence in a WESTERLY DIRECTION ALONG Third Avenue, a distance of Forty-five (45) feet to the corner of Lot No. 887, the place of beginning.

This description is intended to cover and this deed to convey house and Lot No. 886.

PREMISES: 1149 THIRD AVENUE, BERWICK, PENNSYLVANIA

BEING the same premises which Gary S. Huter and Velnor I. Huter, his wife, by indenture dated and recorded September 28, 1983 in Deed Book 323, page 973, in the Office of Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Charles E. Partington and Connie J. Partington, his wife, Mortgagors herein.

SEIZED, taken in execution and to be sold as the property of Charles E. Partington and Connie J. Partington, his wife, under judgment No. 1042-1986.

---

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 said schedule of distribution not 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 (8) eight days after Sale.

---

ANTHONY DISANTO, ATTORNEY

TO BE SOLD BY:

JOHN R. ADLER, SHERIFF



COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL

(717) 787-3646

LeRoy S. Zimmerman  
ATTORNEY GENERAL

Reply To:

March 13, 1987

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


Louise Frantz, Deputy  
Office of the Sheriff  
Columbia County Courthouse  
P.O. Box 380  
Bloomsburg, PA 17815

RE: Charles E. & Connie J. Partington

Dear Deputy Frantz:

I find no record that any claim against Charles E. Partington or Connie J. Partington has ever been referred to the Collections Unit of the Office of Attorney General.

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

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

NO. 4 of 1987 E.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

2/23/87 at 10:44 A.M. POSTED A COPY OF THE SHERIFF'S  
SALE BILL ON THE PROPERTY OF CHARLES & CONNIE PARTINGTON AT 1149 THIRD AVE.  
BERWICK, PA.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA  
COUNTY DEPUTY SHERIFF LOUISE FRANTZ

SO ANSWERS:

Louise Frantz  
Deputy Sheriff

FOR:

JOHN R. ADLER  
John R. Adler, Sheriff

Sworn and subscribed before me this  
24<sup>th</sup> day of Feb 1987

Barbara N. Silvette-Chapman  
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

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

NO. 4 of 1987

WRIT OF EXECUTION

SERVICE ON Connie Partington (Taylor)

ON 1/30/87 AT 11:45, 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, Connie Partington (Taylor) at Revco Drug Store, W. Front St  
Berwick by Deputy

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

So Answers:

Connie Breech  
Deputy Sheriff  
Connie Breech

For:

John R. Adler

John R. Adler, Sheriff

Sworn and subscribed before me  
this 2nd day of Feb 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

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

NO. 4 of 1987

WRIT OF EXECUTION

SERVICE ON \* VACANT PROPERTY \*

ON 1/30/87 AT 11:55, 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 POSTED on the  
VACANT PROPERTY of the defendant Charles Partington  
1149 Third Avenue, Berwick, PA  
by posting to property

So Answers:

Connie Breech  
Deputy Sheriff  
Connie Breech

For:

John R. Adler  
John R. Adler, Sheriff

Sworn and subscribed before me  
this 3rd day of Feb, 1987

Barbara N. Silvestri-Chapman  
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  
February 3, 1987

PHONE:  
717-784-1991

PRESS-ENTERPRISE  
P.O. Box 745  
Bloomsburg, PA 17815

ATTN: Ms. Susan Shotwell

Dear Sue:

Enclosed is a copy of the sale bill for an upcoming Sheriff's Sale.  
Please note this sale must be advertised March 5, 12, and 19, 1987

If there are any problems, please do not hesitate to call me.

Sincerely,

Louise Frantz  
Deputy

Enc.



THE KISSELL COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
v. :  
: CIVIL ACTION - LAW  
CHARLES E. PARTINGTON and : NO. 1042 -1986 E.D.  
CONNIE J. PARTINGTON, his wife, :  
Defendants : IN MORTGAGE FORECLOSURE

WAIVER OF WATCHMAN

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

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

NOW, , 1987, the Sheriff is hereby released from all liability to protect the property described below, which insurance is hereby waived:

ALL that certain lot, piece or parcel of land together with a two story frame single dwelling house thereon erected and being situate on the northerly side of Third Avenue in the Borough of Berwick, County of Columbia and state of Pennsylvania, known and numbered as 1149 East Third Avenue, Berwick, Pennsylvania 18603.

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

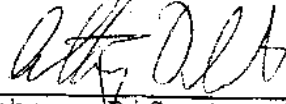
THE KISSELL COMPANY;  
Plaintiff  
v.

CHARLES E. PARTINGTON and  
CONNIE J. PARTINGTON, his wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
: NO. 1042 -1986 E.D.  
: IN MORTGAGE FORECLOSURE

WAIVER OF WATCHMAN

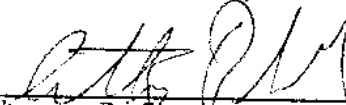
Any deputy Sheriff levying upon or attaching any property under which writ may leave same without a watchman, in custody of whoever is found in possession; after notifying such person of such levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any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



Anthony DiSanto, Esquire  
Attorney for Plaintiff

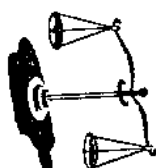
NOW, , 1987, the Sheriff is hereby released from all liability to protect the property described below, which insurance is hereby waived:

ALL that certain lot, piece or parcel of land together with a two story frame single dwelling house thereon erected and being situate on the northerly side of Third Avenue in the Borough of Berwick, County of Columbia and state of Pennsylvania, known and numbered as 1149 East Third Avenue, Berwick, Pennsylvania 18603.



Anthony DiSanto, Esquire  
Attorney for Plaintiff

15016



**RAYMOND KLEIMAN**  
ATTORNEY-AT-LAW  
ESCROW ACCOUNT  
100 CHESTNUT STREET, SUITE 300  
HARRISBURG, PA. 17101

*January 16, 1987*

60-142  
313

PAY  
TO THE  
ORDER OF

*Sherry L. Calverton County*

\$ 500<sup>00</sup>

DOLLARS

**Fulton Bank**  
CAPITAL REGION, HARRISBURG, PA 17108

*Atty. Gen.*

FOR

⑈015016⑈ ⑈031301422⑈ 120 120 2618⑈

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

February 2, 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 immediately.

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

Sincerely,

Louise Frantz  
Deputy

Enc.

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

February 2, 1987

Thomas C. Zerbe, Jr.  
Deputy Attorney General  
Collections Unit  
Fourth & Walnut Sts.  
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 immediately.

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

Sincerely,

Louise Frantz  
Deputy

Enc.

OFFICE OF  
JOHN R. ADLER



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

January 28, 1987

PHONE:  
717-784-1991

Keystone Water Company  
West Front Street  
Berwick, PA 18603

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

Sincerely,

Louise Frantz  
Deputy

Enc.

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

January 28, 1987

Borough of Berwick  
344 Market Street  
Berwick, PA 18603

Attn: Chris Klinger

Dear Mr. Klinger:

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 this office immediately.

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

Sincerely,

Louise Frantz  
Deputy

Enc.

OFFICE OF  
JOHN R. ADLER



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

PHONE:  
717-784-1991

February 2, 1987

Connie Gingher  
120 R East Third St.  
Berwick, PA 18603

Dear Connie:

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 this office immediately.

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

Sincerely,

Louise Frantz  
Deputy

Enc.



THE KISSELL COMPANY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	COLUMBIA COUNTY; PENNSYLVANIA
v.	:	
	:	CIVIL ACTION - LAW
CHARLES E. PARTINGTON and	:	1042-1986
CONNIE J. PARTINGTON, his wife,	:	
Defendants	:	IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO RULE 3129

The Kissell Company , Plaintiff in the above action, sets forth as of the date the praecipe for the writ of execution was filed the following information concerning the real property located at 1149 East Third Ave., Berwick, Pennsylvania:

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

last known address;	Connie J. Partington
Charles E. Partington	1149 E. Third Ave.
418 West 3rd St.	Berwick, PA 18603
Nescopeck, PA 18635	

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

last known address	Connie J. Partington
Charles E. Partington	1149 E. Third Ave.
418 West 3rd St.	Berwick, PA 18603
Nescopeck, PA 18635	

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

none

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

The Kissell Company, Plaintiff

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

none

The addresses listed above are the last known reasonable ascertainable addresses after a reasonable search conducted by the Plaintiff.

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge, 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.

Date: January 15, 1987

  
\_\_\_\_\_  
Plaintiff, The Kissell Company

By: Anthony DiSanto, Esquire  
Attorney for Plaintiff

THE KISSELL COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
v. :  
CHARLES E. PARTINGTON and : CIVIL ACTION - LAW  
CONNIE J. PARTINGTON, his wife, : No. 1042 - 1986  
Defendants : IN MORTGAGE FORECLOSURE

ORDER FOR SERVICE OF COMPLAINT

AND NOW on this *5th* day of *November*, 1986,  
upon consideration of the within motion by Plaintiff, it is  
hereby ORDERED that the Complaint in Mortgage Foreclosure may  
be served upon the Defendant, Charles E. Partington,  
by posting the premises subject to the mortgage, namely  
1149 East Third Avenue, Berwick, Pennsylvania 18603,  
with a copy of the Complaint and by sending the Complaint by  
certified mail to the Defendant's last known address as set forth  
in the Complaint, and the Sheriff of Columbia County is hereby  
directed to perfect service in this manner. Furthermore, should  
this case proceed to execution and sale, this Order for Service shall  
apply to the Notice pursuant to Rule 3129 which is required to be  
served upon the Defendant, allowing perfection of service in the  
same manner as provided herein for the Complaint. The Court finds  
that Plaintiff has conducted a reasonable search for the Defendant  
but was unable to locate his present whereabouts and that service  
of the Complaint and any further notices as may be required under  
Rule 3129 in the manner provided for herein is the most reasonably  
likely method of achieving service in this case.

By THE COURT:

*[Signature]* J.S.

FILED  
NOV 5 9 43 AM '86  
CLERK OF COURT

# KLEIMAN & DISANTO

Law Offices

Raymond Kleiman  
Anthony DiSanto

January 12, 1987

Tami Kline, Prothonotary  
Columbia County Courthouse  
Bloomsburg, PA 17815

RE: Name of Case: The Kissell Company v. Charles Partington, et al: No. 1042-1986  
Sheriff's Sale Date: to be set by Sheriff's Office

Dear Prothonotary:

Please enter default judgment in the above case, issue a writ of execution on the property and transmit the appropriate documents to the Sheriff so that the matter can be placed on the Sheriff's sale list for the above date. Please fill in the date of judgment on all notices and copies of notices and judgment papers.

The following items are enclosed:

Praeipice for Default Judgment  
Notice of Default Judgment  
Act 91 Affidavit  
Affidavit of Non-Military Service  
Praeipice for Writ of Execution  
Affidavit Pursuant to Rule 3129  
Notices Regarding Sheriff's Sales  
Check for Filing Fee and Sheriff Sale Advance  
Copies for Sheriff including Certificates of Mailing  
to Lien Creditors, if required  
Instructions to Sheriff for Service of Notices Pursuant to Rule 3129  
Other: \_\_\_\_\_

If there are any questions, please contact our office.

Thank you.

Sincerely yours,

  
Anthony DiSanto

AD:ddb

Encs.

Suite 300 • 100 Chestnut Street  
Box 744 • Harrisburg, PA 17108  
(717) 232-9364

THE KISSELL COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
v. :  
CHARLES E. PARTINGTON and : CIVIL ACTION - LAW  
CONNIE J. PARTINGTON; his wife, : 1042-1986  
Defendants : IN MORTGAGE FORECLOSURE

PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER COMPLAINT

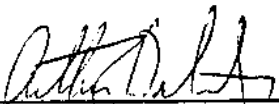
TO: Tami Kline, Prothonotary

Kindly enter Judgment in favor of Plaintiff and against  
Defendant(s) Charles E. Partington & Connie J. Partington for  
failure to answer the Complaint within 20 days after service  
Connie Partington on 9/18/86 and Charles Partington  
thereof on December 12, 1986, and assess Plaintiff's  
damages as follows:

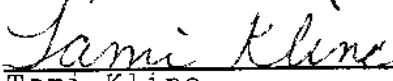
Amount due as of	8/15/86	\$ 39,751.91
Interest from	8/15/86 to 1/15/87	\$ 1,788.11
TOTAL		\$ 41,540.02

with interest thereon at the rate of 13 % together with  
costs and for foreclosure and judicial sale of the mortgaged  
premises. I hereby certify that this action is subject to the  
provisions of Act No. 6 of 1974, 41 P.S. § 101, et seq.

Dated: January 15, 1987

  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

NOW, Jan. 20, 1987, Judgment is entered against  
the Defendant(s) above named in the sum of \$ 41,540.02 , with  
interest thereon at 13 % per annum, and costs.

  
Tami Kline  
Prothonotary

THE KISSELL COMPANY, : IN THE COURT OF COMMON PLEAS  
Plaintiff : COLUMBIA COUNTY, PENNSYLVANIA  
v. :  
CHARLES E. PARTINGTON and : CIVIL ACTION - LAW  
CONNIE J. PARTINGTON, his wife, : 1042-1986  
Defendants : IN MORTGAGE FORECLOSURE

NOTICE OF ENTRY OF JUDGMENT BY DEFAULT

TO: Charles E. Partington and Connie J. Defendant(s):  
Partington, his wife,

You are hereby notified that on Jan. 20, 1987

Judgment by Default has been entered against you in the above  
action in the amount of \$ 41,540.02, for the reason that you  
failed to file an Answer to the Complaint within 20 days after  
Connie Partington on 9/18/86 and Charles  
the said Complaint was served on you on 12/12/86.

Tami B. Kline  
Tami Kline  
Prothonotary

Dated: January 15, 1987

I hereby certify that the name(s) and address(s) of the proper  
person(s) to receive this notice under Pa. R.C.P. §236 are:

last known address; :  
Charles Partington  
418 W. 3rd St.  
Nescopeck, PA 18635

Connie Partington  
1149 East Third Ave.  
Berwick, PA 18603

Anthony DiSanto  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

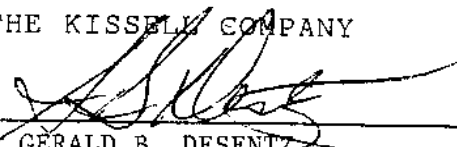
THE KISSELL COMPANY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
v.	:	
	:	CIVIL ACTION - LAW
CHARLES E. PARTINGTON and CONNIE	:	NO. 1045 - 1986
J. PARTINGTON, his wife,	:	
Defendants	:	IN MORTGAGE FORECLOSURE

AFFIDAVIT OF NON-MILITARY SERVICE


STATE OF OHIO :  
COUNTY OF CLARK : SS

GERALD B. DESENTZ , BEING DULY SWORN ACCORDING TO LAW, deposes and says that he is a duly constituted representative for the Plaintiff in the above captioned action; that he is duly authorized to make this affidavit; that he has personal knowledge concerning the Mortgage Payment Account which is the subject of the above action; that to the best of his ~~own~~ knowledge, information and belief, the Defendant(s) and Real Owner(s) of the real estate described in the Complaint is/are not in the Military or Naval Services of the United States or its allies or otherwise within the provisions of the Solderiers' and Sailors' Civil Relief Act of 1940, as amended.

Plaintiff: THE KISSELL COMPANY

BY:   
AS: VICE PRESIDENT  
FOR PLAINTIFF

Sworn to and subscribed  
before me on this 25th day of  
AUGUST 1986.

 (NOTARY PUBLIC)

KAREN S. GRUBE, Notary Public  
In and For The State of Ohio  
My Commission Expires April 5, 1989

THE KISSELL COMPANY,  
Plaintiff  
v.

CHARLES E. PARTINGTON and  
CONNIE J. PARTINGTON, his wife,  
Defendants


: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
: 1042-1986  
:  
: IN MORTGAGE FORECLOSURE

AFFIDAVIT PURSUANT TO ACT NO. 91 OF 1983

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF DAUPHIN :

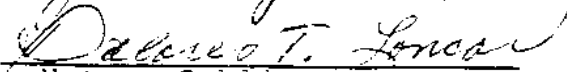
Anthony DiSanto, Esquire, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff in the above action; that he is duly authorized to make this affidavit on behalf of the Plaintiff; that this action is no longer subject to the provisions of Act No. 91 of 1983 because the Defendant(s) did not comply with certain time limitations established by the Act, and did not respond to the Notice sent pursuant to the Act which contained such time limitations. As a result thereof, Plaintiff is permitted to continue with the instant foreclosure action.

Further, your Deponent sayeth not.

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

SWORN to and subscribed

before me this 13<sup>th</sup> day  
of January, 1987.

  
\_\_\_\_\_  
Notary Public

Dolores T. Loncar, NOTARY PUBLIC  
My Commission Expires November 25, 1989  
Harrisburg, PA Dauphin County



THE KISSELL COMPANY,  
Plaintiff  
v.  
CHARLES E. PARTINGTON and  
CONNIE J. PARTINGTON, his wife,  
Defendants

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
: 1042-1986  
: IN MORTGAGE FORECLOSURE

PRAECIPE FOR WRIT OF EXECUTION

CO: Tami Kline, Prothonotary

Issue Writ of Execution in the above captioned matter:

Amount due at the date of this Praecipe is: \$41,540.02

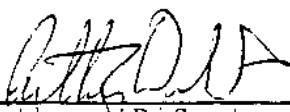
together with interest thereon from 1/15/87 to

at 13% per annum, and costs.

Real Estate as described in Complaint in Mortgage Foreclosure

is to be sold at Judicial Sale of Real Estate by the Sheriff.

Dated: January 15, 1987

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

THE KISSELL COMPANY,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	COLUMBIA COUNTY, PENNSYLVANIA
v.	:	
	:	CIVIL ACTION - LAW
CHARLES E. PARTINGTON and	:	1042-1986
CONNIE J. PARTINGTON, his wife,	:	1042-1986 C.C.
Defendants	:	IN MORTGAGE FORECLOSURE

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

To: Charles E. Partington and Connie J. Partington, his wife, Defendants

Your house (real estate) at 1149 East Third Avenue, Berwick is scheduled to be sold at Sheriff's sale on ~~Thursday, March 4, 1987~~ at 10:30 A.M. in the Columbia County Courthouse located in Bloomsburg, Pennsylvania, to enforce the court judgment of \$ 41,540.02 obtained by the above named Plaintiff against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

To prevent this Sheriff's sale, you must take immediate action:

1. The same will be cancelled if you pay to the above named Plaintiff the amount of the judgment plus costs or the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call Anthony DiSanto, Esquire, at (717) 232-9364.

2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may be able to stop the sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the sale. (See notice below to find out how to obtain an attorney).

YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.

1. If the Sheriff's sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff at the county courthouse.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff at the county courthouse, which number is listed below.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.
6. You may be entitled to a share of the money which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff on ~~MARCH~~ 27, 1987. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the sale date.
7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Fred Trump, Court Administrator  
Columbia County Courthouse  
Bloomsburg, PA 17815  
Telephone No. 717-784-1991, Ext. 267

The Sheriff's phone number is: 717-784-1991

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

THE KISSELL COMPANY, /  
Plaintiff : IN THE COURT OF COMMON PLEAS  
v. : COLUMBIA COUNTY, PENNSYLVANIA  
CHARLES E. PARTINGTON and :  
CONNIE J. PARTINGTON, his wife, : CIVIL ACTION - LAW  
Defendants : 1042-1986  
: 4/9/1987 E.S.  
: IN MORTGAGE FORECLOSURE

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

TO THE FOLLOWING DEFENDANTS AND OWNERS:

Charles E. Partington and Connie J. Partington, his wife,

This Notice is given to you as owners and defendants in an execution proceeding brought before the Sheriff of Columbia County, Pennsylvania by The Kissell Company Plaintiff, relative to the following judgment and execution No. 1042-1986

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

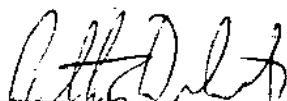
The Sheriff's sale of property will be held

on: Thursday March 26, 1987

at: 10:30 A.M.

in: The Columbia County Courthouse, located in Bloomsburg, Pennsylvania.

A schedule of distribution will be filed by the Sheriff on March 27, 1987 and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten days from the date of filing.

  
\_\_\_\_\_  
Anthony DiSanto, Esquire  
Attorney for Plaintiff

BEGINNING at the southeast corner of Lot No. 887, this being the east side of the third lot east of Warren Street located on the northern side of Third Avenue in the Borough of Berwick, County of Columbia and State of Pennsylvania, on what was formerly known as the Ferris Farm and is now a part of the Berwick Land and Improvement Company's Addition to the Borough of Berwick (see plot or plan recorded in the Recorder's Office at Bloomsburg, Pennsylvania, in Miscellaneous Book 8 page 366); thence in a northerly direction along Lot No. 887, a distance of One Hundred Sixty (160) feet to a fifteen (15) foot alley; thence in an easterly direction along said alley, a distance of Forty-five (45) feet to the corner of Lot No. 885; thence in a southerly direction along Lot No. 885, a distance of One Hundred Sixty (160) feet to Third Avenue; thence in a westerly direction along Third Avenue, a distance of Forty-five (45) feet to the corner of Lot No. 887, the place of beginning.

This description is intended to cover and this deed to convey house and Lot No. 886.

BEING the same premises which Gary S. Huter and Velnor I. Huter, his wife, by indenture dated and recorded September 28, 1983 in Deed Book 323, page 973, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Charles E. Partington and Connie J. Bartington, his wife, Mortgagors herein.

SEIZED, taken in execution and to be sold as the property of Charles E. Partington and Connie J. Partington, his wife, under judgment No. 1042-1986.

Exhibit "A"

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

THE KISSELL COMPANY;

Plaintiff

vs

CHARLES E. PARTINGTON and  
CONNIE J. PARTINGTON, his wife,

Defendants

IN THE COURT OF COMMON PLEAS OF  
COLUMBIA COUNTY, PENNSYLVANIA

No. 4 Term 19 87 E.D.

No. Term 19 A.D.

No. 1042 Term 19 86 J.D.

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF Columbia COUNTY, PENNSYLVANIA

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

BEGINNING at the southeast corner of Lot No. 887, this being the east side of the third lot east of Warren Street located on the northern side of Third Avenue in the Borough of Berwick, County of Columbia and State of Pennsylvania, on what was formerly known as the Ferris Farm and is now a part of the Berwick Land and Improvement Company's Addition to the Borough of Berwick (see plot or plan recorded in the Recorder's Office at Bloomsburg, Pennsylvania; in Miscellaneous Book 8 page 366); thence in a northerly direction along Lot No. 887, a distance of One Hundred Sixty (160) feet to a fifteen (15) foot alley; thence in an easterly direction along said alley, a distance of Forty-five (45) feet to the corner of Lot No. 885; thence in a southerly direction along Lot No. 885; a distance of One Hundred Sixty (160) feet to Third Avenue; thence in a westerly direction along Third Avenue, a distance of Forty-five (45) feet to the corner of Lot No. 887, the place of beginning.

This description is intended to cover and this deed to convey house and Lot No. 886.

BEING the same premises which Gary S. Huter and Velnor I. Huter, his wife, by indenture dated and recorded September 28, 1983 in Deed Book 323, page 973, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Charles E. Partington and Connie J. Partington, his wife; Mortgagor's herein:

SEIZED, taken in execution and to be sold as the property of Charles E. Partington and Connie J. Partington, his wife, under Judgment No. 1042-1986.  
Amount Due \$ 41,540.02

Interest from 1/15/87 to date of sale \$ \_\_\_\_\_  
at 13% (11.687 per day)  
Total \$ 41,540.02

Plus costs

as endorsed.

Prothonotary, Common Pleas Court of  
Columbia County, Penna.

Dated January 26, 1987  
(SEAL)

By: Helene K. Linn Deputy