## Know all Men by these Presents,

That I, John R. Adler , Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of Five hundred twenty three and 77/100 dollars to me in hand paid, do hereby grant and convey to PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC.

ALL THAT CERTAIN piece and parcel of land situate in South Centre Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly side of extension of Hillside Drive and in line of lands now or formerly of Gene L. Hansen and Wilma E. Hansen, his wife;

THENCE along lands now or formerly of said Hansen, North eleven degrees fifteen minutes West two hundred thirty feet (N.  $11^{\rm O}$  15' W. 230') to a point in line of lands now or formerly of Charles E. Boyer, Inc;

THENCE along said lands now or formerly of the said Charles E. Boyer, Inc., North seventy-eight degrees forty-five minutes East one hundred ten feet (N.  $78^{\circ}$  45' E.  $110^{\circ}$ ) to a point in line of lands now or formerly of Lewis E. Phillips and Cora Phillips, his wife;

THENCE along said Phillips land, South eleven degrees fifteen minutes East two hundred thirty feet (S.  $11^{\circ}$  15' E. 230') to a point on the northerly side of Hillside Drive;

THENCE along the northerly side of said Hillside Drive, South seventy-eight degrees forty-five minutes West one hundred ten feet (S. 78° 45' W. 110') to a point in line of land now or formerly of said Gene L. Hansen and Wilma E. Hansen, his wife, the place of beginning.

The above described premises are the easterly twenty-five feet of lot No. 45 and the Westerly eighty-five feet of Lot No. 44 as shown on the draft of lots prepared by Howard Fetterolf R.E., in October, 1955 revised August 1956 and January 1960.

BEING THE SAME PREMISES which Gerald C. Miller and N. Carlene Miller, his wife, by deed dated November 8, 1982 and recorded November 9, 1982 in deed book 311, page 951, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Thomas McGilloway and Pamela McGilloway, Mortgagors herein.

In Witness Wherrof. I have hereunto affix		
·	February	Anno Domini one
thousand nine hundred and eighty-eight	(1988)	
	Sheriff of Columbia	County, Pennsylvania
		• • •
Commonwealth of Pennsylvania.	55 <b>,</b>	
Before the undersigned,	Tami B. Kline	Prothonotary
of the Court of Common pleas of Columbia		v
John R. Adler	, Sheriff of Columbia	
in due form of law declared that the facts set	forth in the foregoing I	Deed are true, and that
he acknowledged the same in order that said	d Deed might be record	led.
Witness my hand and the seal of said		day of
Anno Domini one thous	sand nine hundred and	
		Prothonotary
Commonwealth of Pennsylvania County of Columbia		
2020 0 40- 140- 140- 140- 140- 140- 140- 14		day of
A. D. 19, in the Recorder's	office of said County, i	n Deed Book
Vol		
Given under my hand and the s	eal of the said office, the	
		Recorder

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY

PLAINTIFF,

VS.

CIVIL ACTION - LAW NO. 1253 CD of 1987 MORTGAGE FORECLOSURE

THOMAS MC GILLOWAY and PAMELA MC GILLOWAY, his wife,

;

DEFENDANTS.

### RULE

RULE RETURNABLE, RIDAY, the day of MARCH, 1988, at 11:00 o'clock, A.m. in the Columbia County Courthouse, Bloomsburg, PA, at which time a hearing shall be held.

All proceedings to stay meanwhile.

July H Myes 03.

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

: COLUMBIA COUNTY

PLAINTIFF,

vs.

: CIVIL ACTION - LAW
: NO. 1253 CD of 1987
: No. 75 ED of 1987
: MORTGAGE FORECLOSURE

THOMAS MC GILLOWAY and PAMELA MC GILLOWAY, his wife,

. .

DEFENDANTS. :

## PETITION TO SET ASIDE SALE PURSUANT TO PA. R.C.P. 3132

The Defendants, by their attorney, KEPNER & KEPNER, hereby petitions the Court to set aside the Sheriff's Sale purusant to the Pennsylvania Rules of Civil Procedure 3132 and assigns the following in support thereof:

- 1. The Defendant Thomas McGilloway is an adult individual who resides at 6965 Hillside Drive, Bloomsburg, Columbia County, Pennsylvania.
- 2. The Defendant Pamela McGilloway is an adult individual who resides at 6965 Hillside Drive, Bloomsburg, Columbia County, Pennsylvania.
- 3. The Plaintiff is the Prudential Mortgage Capital Company, Inc., Woodlands, California.
- 4. The address of the premises which is the subject of this action is the residence of the Defendants herein, 6965 Hillside Drive, Bloomsburg, Pennsylvania.
  - 5. The Defendants, Thomas and Pamela McGilloway, hus-

band and wife, are the mortgagors and obligors in the above described real estate.

- 6. In October of 1983 the Defendants signed and executed and delivered a mortgage and note in favor of Banco, Inc. to secure a debt of approximately SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS with interest for the above described premises.
- 7. The aforementioned mortgage was assigned from Banco, Inc. to Norwest in 1984.
- 8. The aforementioned mortgage was assigned in a second instance from Norwest to Prudential Mortgage Capital Company, Inc, the Plaintiff herein, in 1985.
- 9. The Defendants have faithfully made the payments on their mortgage since 1983 and have reduced the balance off the mortgage principal to approximately FORTY-SIX THOUSAND (\$46,000.00) DOLLARS.
- 10. The Defendants insured the aforementioned premises with the Plaintiff, Prudential Mortgage Capital Company, Inc.
- 11. The Defendants were unaware of the fact that the homeowner policy Prudential provided them with for insurance coverage on their home included automatic escalation of property value so as to automatically escalate the insurance premium due.
- 12. In or around November of 1987, the Defendamets received notice that ONE HUNDRED TWELVE (\$112.00) DOLLARS was in default on the insurance premium.
  - 13. The Defendants inquired as to how the account was

in default and learned that the insurance policy included this automatic escalation of premium and value.

- 14. The Defendants gave notice to the insurer, who is agent of the Plaintiff, that they chose not to increase the insurance value of the property so as not to increase the insurance premium.
- 15. The Plaintiff did not respond to this request and the Defendants thought the matter was closed.
- 16. On December 21, 1987, the Defendants received notice from the Plaintiff that not only was the ONE HUNDRED TWELVE (\$112.00) DOLLARS in insurance increase due, but also SIX THOUSAND (\$6,000.00) DOLLARS in fees or late payments.
- 17. The Defendants, thinking there had been some error, tried to resolve the matter through telephone calls to the Plaintiff.
- 18. The Defendant, Thomas McGilloway, never received notice of the Sheriff Sale of the real property described herein.
- 19. The Defendants, Thomas McGilloway and Pamela McGilloway, never saw notice posted on or about their home at any time prior to this sale.
- 20. On February 9, 1988, at 10:30 a.m. the Plaintiff, Prudential Mortgage Capital Company, Inc. was successful bidder at the Sheriff Sale in the amount of FORTY-SIX THOUSAND NINE HUNDRED FIFTY-NINE (\$46,959.00) DOLLARS.
- 21. The aforementioned amount is but fifty (50%) per-

- 22. Notice of Homeowner's Emergency Mortgage Assistance Act of 1983 was not provided to either Defendant.
- 23. Pennsylvania Rule of Civil Procedure 3132, Setting Aside Sale, provides:

"Upon petition of any party in interest before delivery of the personal property or at or of the sheriff's deed to real property, the Court may, upon proper cause shown, set aside the sale and order a re-sale or enter any other order which may be just and proper under the circumstances..."

WHEREFORE, the Petitioners/Defendants respectfully request this Honorable Court to grant the following relief:

- A. To grant a stay to the recording of the deed and the disbursement of the funds;
  - B. To set aside the sale as being void and irregular;
- C. To ORDER an accounting of the mortgage payments made by the Defendants to the Plaintiff;
- D. To award the Defendants' reasonable attorney's fees in conjunction herewith.

KEPNER & KEPNER

Alice T. K. Corba, Esqu

Third and Pine Streets

Berwick, Pa 18603

(717) 752-2766

COMMONWEALTH OF PENNSYLVANIA ) ss: COUNTY OF COLUMBIA

PAMELA McGILLOWAY being duly sworn according to law, does depose and say that all the facts contained in the foregoing Petition are true and correct to the best of her knowledge, information and belief.

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF March 1988

MY COMMISSION EXPIRES: 6-24-91

#### JOHN R. ADLER



#### SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P. O. BOX 380 BLOOMSBURG, PA 17815

PHONE 717 - 784 - 1991

April 19, 1988

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC. VS. THOMAS & PAMELA MCGILLOWAY

No. 1253 of 1987 J.D. No. 75 of 1987 E.D.

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

Dear Susan:

Please find enclosed a check for \$30.00 for solicitor services for the above named sheriff sale held in our office on February 9, 1988.

Your cooperation in this matter is greatly appreciated.

Sincerely,

Susan S. Beaver

Deputy Sheriff

SSB

Encl.

#### JOHN R. ADLER



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

PHONE 717 - 784 - 1991

April 19, 1988.

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC. VS. THOMAS & PAMELA MCGILLOWAY

No. 1253 of 1987 J.D. No. 75 of 1987 E.D.

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

Dear Sir:

Please find enclosed a check for \$214.22 for advertising for the above named sheriff sale that was held in our office recently.

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

Sincerely,

Susan S. Beaver
Deputy Sheriff

SSB

Encl.

## **SHERIFF'S SALE**

## **Distribution Sheet**

NO. 1253 of 1987 ID DATE OF SALE: February 9, 1988  I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I and took into execution the within described real estate, and after having given due legal and timely notice of the and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public plan bailiwick, I did on (date) February 9, 1988 and (time) 10:30 A.M., of sai at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or owhen and where I sold the same to Prudential Mortgage Capital Company, Inc.  For the price or sum of Five hundred thirteen and 50/100 bein highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows Bid Price \$ \$13.50	RUDENTIAL MO	RTGAGE CAPITAL COMPANY,	INC.	VS. THOMAS & PAME	LA MCGILL	OWAY	<u></u>	
and took into execution the within described real estate, and after having given due legal and timely notice of the and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public play my bailtwick, I did on (date)February 9, 1988	35 5	1007		DATE OF SALE:	Februa	ry 9	9, 1988	
A	and took into examb place of same my bailiwick, I at the Court Howhen and wher for the price or	te I sold the same to Pruden sum of Five hundred this	real estate, and spublic new 1988 rg, Pennsylvatial Morts	nd after having given duspapers and by handbill and (time)ania, expose said premise agge Capital Companion 50/100	le legal and ls set up in 10:30 A ses to sale at ny, Inc.	time the r .M.	ely notice of the most public plumost, of solic vendue or	he time laces in aid day outery Dollars
Bid Price								•
Amount Paid Down Balance Needed to Purchase  Columbia County Sheriff - Costs.  Poundage  Poundage  10.27  S 174.80  Newspaper  Printing  Solicitor  Columbia County Prothonotary  Columbia County Recorder of Deeds -  Tax Collector ( Columbia County Tax Assessment Office  State Treasurer  Other:  TOTAL EXPENSES:  Total Needed to Purchase Less Expenses Net to First Lien Holder  123.77  174.80  174.8	Bid Price Poundage		\$	513.50	winch i na	ve aj	opned as folio	ws:
EXPENSES:  Columbia County Sheriff - Costs		Amount Paid Down		***************************************		\$ .	500.00	
Columbia County Sheriff - Costs		balance Needed to Furchase	*************	***************************************		-	23111	
Printing		•				\$ _	174.80	
Columbia County Prothonotary  Columbia County Recorder of Deeds - Deed copy work Realty transfer taxes State stamps  Tax Collector ( )  Columbia County Tax Assessment Office State Treasurer	Printing	***************************************				-	37.25	·
Columbia County Recorder of Deeds - Deed copy work Realty transfer taxes State stamps  Tax Collector ( )						-		
Tax Collector ( ) Columbia County Tax Assessment Office.  State Treasurer		•		Deed copy work Realty transfer taxes		-	18.50	
State Treasurer		•	e			-		
Total Needed to Purchase \$ 523.77  Less Expenses  Net to First Lien Holder	State Trea	surer	• • • • • • • • • • • • • • • • • • • •			-	24.00	
Less Expenses Net to First Lien Holder	_			TOTAL EXPENSES:		\$ _	523.77	
500.00			То			\$ _	523.77	
			N	et to First Lien Holder Plus Deposit		-		
ANNALY EXPLOYED BALANCE \$ 23.77		_	AL PO	ENVENTE HER KEEP PROMET	BALANCE	\$ _	23.77	

Anthony DiSanto

Raymond Kleiman (1930-1986)

February 9, 1988

Susan Beaver Sheriff's Office Columbia County Courthouse Bloomsburg, PA 17815

Re: McGILLOWAY, Thomas & Pamela

No. 1253 of 1987 J.D. No. 75 of 1987 E.D. Sheriff's sale 2/9/88

Dear Susan:

Please be advised that the deed on the above case may be recorded to The Prudential Mortgage Capital Company, Inc. at your earliest convenience. Prudential's address is 21261 Burbank Boulevard, Woodland Hills, CA 91367.

PLEASE CALL ME THE SAME DAY THE DEED IS RECORDED. THIS IS MOST IMPORTNAT and you may call collect if you wish.

If you have any questions or need anything further, please contact our office.

Thank you.

Sincerely yours,

KLEIMAN & DISANTO

Diane Book

/ddb

PAY SWEATY-DATE Commonwealth National Bank A MARRISBURG, PENNSYLVANIA Blasm Abusa, KLEIMAN & DISANTO ATTORNEYS AT LAW 100 CHESTNUT STREET, SUITE 300 HARRISBURG, PA. 17101 Three and 771 TO THE ORDER OF Columbia MEMO REMITTANCE ADVICE CHECK AMOUNT ESCROW ACCOUNT AUTHORIZED SIGNATURE 60-82/313 1355 DOLLARS

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PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC,

: IN THE COURT OF COMMON PLEAS : OF THE 26TH JUDICIAL DISTRICT

COLUMBIA COUNTY

PLAINTIFF,

CIVIL ACTION - LAW NO. 1253 CD of 1987 MORTGAGE FORECLOSURE

THOMAS MC GILLOWAY and PAMELA MC GILLOWAY, his wife,

DEFENDANTS.

### RULE

AND NOW, this 1 day of MARCH, 1988, upon consideration of the Defendant's Petition, a Rule is hereby granted upon the Plaintiff to show cause why the relief requested herein should not be granted.

RULE RETURNABLE, PRIDAY, the day of MARCH , 1988, at 11:00 o'clock, A.m. in the Columbia County Courthouse, Bloomsburg, PA, at which time a hearing shall be held.

All proceedings to stay meanwhile.

Dry H Myes 03.

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC,

: IN THE COURT OF COMMON PLEAS
: OF THE 26TH JUDICIAL DISTRICT

: COLUMBIA COUNTY

PLAINTIFF.

vs.

: CIVIL ACTION - LAW : NO. 1253 CD of 1987 : No. 75 ED of 1987 : MORTGAGE FORECLOSURE

THOMAS MC GILLOWAY and PAMELA MC GILLOWAY, his wife.

:

DEFENDANTS. :

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- 2. The Defendant Pamela McGilloway is an adult individual who resides at 6965 Hillside Drive, Bloomsburg, Columbia
  County, Pennsylvania.
- 3. The Plaintiff is the Prudential Mortgage Capital Company, Inc., Woodlands, California.
- 4. The address of the premises which is the subject of this action is the residence of the Defendants herein, 6965 Hillside Drive, Bloomsburg, Pennsylvania.
  - 5. The Defendants, Thomas and Pamela McGilloway, hus-

band and wife, are the mortgagors and obligors in the above described real estate.

- 6. In October of 1983 the Defendants signed and executed and delivered a mortgage and note in favor of Banco, Inc. to secure a debt of approximately SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS with interest for the above described premises.
- 7. The aforementioned mortgage was assigned from Banco, Inc. to Norwest in 1984.
- 8. The aforementioned mortgage was assigned in a second instance from Norwest to Prudential Mortgage Capital Company, Inc. the Plaintiff herein, in 1985.
- 9. The Defendants have faithfully made the payments on their mortgage since 1983 and have reduced the balance of the mortgage principal to aproximately FORTY-SIX THOUSAND (\$46,000.00) DOLLARS.
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- 11. The Defendants were unaware of the fact that the homeowner policy Prudential provided them with for insurance coverage on their home included automatic escalation of property value so as to automatically escalate the insurance premium due.
- 12. In or around November of 1987, the Defendants received notice that ONE HUNDRED TWELVE (\$112.00) DOLLARS was in default on the insurance premium.
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in default and learned that the insurance policy included this automatic escalation of premium and value.

- 14. The Defendants gave notice to the insurer, who is agent of the Plaintiff, that they chose not to increase the insurance value of the property so as not to increase the insurance premium.
- 15. The Plaintiff did not respond to this request and the Defendants thought the matter was closed.
- 16. On December 21, 1987, the Defendants received notice from the Plaintiff that not only was the ONE HUNDRED TWELVE (\$112.00) DOLLARS in insurance increase due, but also SIX THOUSAND (\$6,000.00) DOLLARS in fees or late payments.
- 17. The Defendants, thinking there had been some error, tried to resolve the matter through telephone calls to the Plaintiff.
- 18. The Defendant, Thomas McGilloway, newer received notice of the Sheriff Sale of the real property described herein.
- 19. The Defendants, Thomas McGilloway and Pamela McGilloway, never saw notice posted on or about their home at any time prior to this sale.
- 20. On February 9, 1988, at 10:30 a.m. the Plaintiff, Prudential Mortgage Capital Company, Inc. was successful bidder at the Sheriff Sale in the amount of FORTY-SIX THOUSAND NINE HUNDRED FIFTY-NINE (\$46,959.00) DOLLARS.
- 21. The aforementioned amount is but fifty (50%) percent of the value of the home of the Defendants.

- 22. Notice of Homeowner's Emergency Mortgage Assistance
  Act of 1983 was not provided to either Defendant.
- 23. Pennsylvania Rule of Civil Procedure 3132, Setting Aside Sale, provides:

"Upon petition of any party in interest before delivery of the personal property or at or of the sheriff's deed to real property, the Court may, upon proper cause shown, set aside the sale and order a re-sale or enter any other order which may be just and proper under the circumstances..."

WHEREFORE, the Petitioners/Defendants respectfully request this Honorable Court to grant the following relief:

- A. To grant a stay to the recording of the deed and the disbursement of the funds;
  - B. To set aside the sale as being void and irregular;
- C. To ORDER an accounting of the mortgage payments made by the Defendants to the Plaintiff;
- D. To award the Defendants' reasonable attorney's fees in conjunction herewith.

KEPNER & KEPNER

Third and Pine Streets

Berwick, Pa 18603

(717) 752-2766

COMMONWEALTH OF PENNSYLVANIA )
COUNTY OF COLUMBIA )

PAMELA McGILLOWAY being duly sworn according to law, does depose and say that all the facts contained in the foregoing Petition are true and correct to the best of her knowledge, information and belief.

Pamula McGilloway

SWORN TO AND SUBSCRIBED BEFORE ME

THIS | DAY OF March 1988

Notary Public

MY COMMISSION EXPIRES: 6-24-91

## SmeRIFF'S SALE - COSTS SHEET

PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC. VS, THOMAS & PAMELA MCGILLOWAY	
75 of 1987 E.D. NO. 1253 of 1987 J.D. DATE OF SALE February	9, 1988
DOCKET & LEVY	
TOTAL	53
Press-Enterprise, Inc.   Solicitor's Services   Service	
TOTAL	<del>1</del> 7
PROTHONOTARY: LIENS LIST DEED NOTARIZATION OTHER  5.00 5.00	
TOTAL	00
RECORDER OF DEEDS: COPYWORK DEED 13.50 THER Search 5.00	
TOTAL	50
REAL ESTATE TAXES:  BOROUGH/TWP. & COUNTY TAXES, 19, 19, 19  SCHOOL TAXES, DISTRICT, 19, 19, 19	
TOTAL	<del> </del>
MUNICIPAL RENTS: SEWER - MUNICIPALITY 19 \$	_
TOTAL	
SURCHARGE FEE: (STATE TREASURER) TOTAL	00
ifiscellaneous:\$	
	<u> </u>
TOTAL COSTS	

## SHERIFF'S SALE REAL ESTATE FINAL COST SHEET

PRUDENTIAL MORTGAGE CAPITAL COMPA	NY, INC.	S THOMAS & PAMELA	MCGILLOWAY
NO. 75 of 1987	_ E.D.	NO. 1253 of 198	J.D.
DATE OF SALE: February 9, 1988			
BID PRICE ( INCLUDES COSTS )		\$ <u>310/40</u>	
POUNDAGE 2% BID PRICE		\$ _ 16 - 27	
TRANSFER TAX 2% BID PRICE		\$	
MISC. COSTS		\$	
TOTAL NEEDED TO PURCHASE			\$ <u>**&gt;3.71)</u>
NAME(S) ON DEED:  PURCHASER(S) SIGNATURE(S) :	40	24	
AMOUNT DECEIVED BY CHEDITE COOK D		(0)	
AMOUNT RECEIVED BY SHERIFF FROM P	URCHASER(	•	\$ <u>488.99</u>
		FE22 DEA0211	\$ <u>500.00</u>
		DOWN PAYMENT	\$
	•	AMOUNT DUE IN EIGHT DAYS	<b>\$</b>

## SmERIFF'S SALE - COSTS SHFFT

Val. Mist Exptil		+ limple to bellower
	<u>-1337</u> J.D.	DATE OF SALE 3-4-38
Docket & Levy Service Nailing Advertising, Sale Bills & Newspa Posting Handbills Mileage Crying/Adjourn of Sale Sheriff's Deed Distribution Other	PERS	\$ 15.03 15.03 10.30 10.30
	TÔTAL	• • • • • • • • • • • • • • • • • • •
Press-Enterprise, Inc. Henrie Printing Solicitor's Services		\$ <u>71-122</u> 37.25 30.00
	TOTAL	···\$
Prothonotary: Liens List Deed Notarizati Other	ON	\$ <u>26.00</u> 5.00
	TOTAL	, , <u>\$ 25.00</u>
Recorder of Deeds: Copywork Deed Other		\$
	TOTAL ,	· · · · · · · · <u>· · · · · · · · · · · </u>
REAL ESTATE TAXES:  BOROUGH/TWP. & COUNTY TAXES, SCHOOL TAXES, DISTRICT DELINQUENT TAXES, 19, 19	19, 19 , 19,	\$
•	TOTAL	. , , , , , \$
MUNICIPAL RENTS: SEWER - MUNICIPALITY WATER - MUNICIPALITY	; 19	\$
	TOTAL	
Surcharge Fee: (STATE TREASURER)	TOTAL	\$_24.00
MISCELLANEOUS:	<del>"-</del>	\$
	TOTAL	<u>513.50</u>
		<b>.\$</b> 515.50

ne following services are available. Consuit lets) requested.  2. 🔲 Restricted Delivery.	1. Article Nur	Type of Service:  Registered COD  Excress Mail	Always obtain signature of addressee or agent and DATE DELIVERED.	8. Addressee's Address (ONL Y if requested and fee paid)		DOMESTIC RETURN REC	SENDER: Complete items 1 and 2 when additional service Put your address a "RETURN TO" space on the reverse card from being returned to you. The return receipt fee will p delivered to and the date of delivery. For additional fees the postmaster for fees and check box(es) for additional service(s)  1. D Show to whom delivered, date, and addressee's address 3. Article Addressed to:	side. Failure / this will prevent this provide you the name of the person following services are available. Consult prequested.
delivered to and the date of delivery. For additional fees the following services are available. Consuit postmaster for fees and check box(es) for additional service(s) requested.  1. \sum_\text{Show to whom delivered, date, and addressee's address.}	DRIVE	Do Box 145 BLOOMADING, Pa	2.07/	5. Signature – Addressee	6.6 Gignature — Agent X Chrysology 7. Date of Delivery	P	6. Signature – Agent  X  7. Date of Oelivery  D  SENDER: Complete items 1 and 2 when additional service Put your address is "RETURN TO" space on the reverse card from being resonned to you. The return receipt fee will delivered to and the date of delivery. For additional service 1. Show to whom delivered, date, and addressee's address. 3. Article Addressed to:  OFFICE OF FAIR DEPARTMENT OF PUBLIC WELFARE P.O. BOX 8016 HARRISBURG, PA 17105	side. Failure of this will prevent this provide you the name of the person following services are available. Consult (s) requested, ss. 2. Restricted Delivery.  4. Article Number
kalivery. For additional fees the following services are evaliable. Consult k box(es) for additional service(s) requested.	A Article Number 309	Type of Service: Registered Insurad Contilled COD	Always obtain signature of addressee or seem and DATE DELIVERED.	dress (ON) fee paid)		DOMESTIC RETURN RECEIPT	5. Signature — Addressee  7. Date of Delivery  DEC 23 1987  PS Form 3811, Feb. 1986  SENDER: Complete items 1 and 2 when additional serve Put your address is "RETURN TO" space on the reverse card from being returned to you. The return receipt fee will delivered to and the date of delivery. For additional fees the	se side. Feilure at this will prevent this li provide you the name of the person le following services are available. Consuit
58	whom delivered ressed to:	Small Business Admin. 20 N. Penna. AMGMC 2000. Room 2327	FR. 30.01	Signature - Addressee	9£ 2.2 1987	PS Form 3B11, Feb. 1986	postmaster for fees and check box(es) for additional service  1. Show to whom delivered, date, and addressee's addr  3. Article Addressed to:  Commonwealth of Penna.  Department of Revenue  Bureau of Accts. Settlement  P.O. Box 2055  Harrisburg, PA 17105  5. Signature - Addressee  X  6. Signature - Agent  X  7. Date of Delivery  PS Form 3811, Feb. 1986	e(s) requested.



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	delivered to and the	date of delivery. For	additional mes n	i- provide vou har name is following services and els requested as 3 T Reavis	
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		THE REPORT OF THE PERSON NAMED IN		· 医克尔克氏 化二甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基甲基	Mise Department - control of the second control

#### STATE OF PENNSYLVANIA SS: COUNTY OF COLUMBIA

Larraine Kreischer., Publisher!s Assistant ., 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 newspape onJanuary 14th, January 21st, .January 28th
Harraixe M. Kreische
Sworn and subscribed to before me this
(Notary Public)
My Commission Expires
MATTHEW J. CREME, NOTARY PUBLIC  Bloomsburg, FA Colombia Colomby  My Commission English July 5,1939
And now,
*************

## 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 ///////
NOTICES OF SHERIFF'S SALE /// / / WATCHMAN RELEASE FORM / / / / / / / / / / / / / / / / / / /
AFFIDAVII OF LIENS LIST
CHECK FOR \$500.00 ( ) ( )
* IF ANY OF THE ABOVE ARE MISSING DO NOT PROCEDE ANY FURTHER WITH SALE NOTIFY THE ATTY TO SEND ADDITIONAL INFO
SET SALE DATE AND ADV. DATES AND POSTING DATES
POST ALL DATES ON CALANDER
* SET SALE DATE AT LEAST 2MONTHS AFTER RECEIVING WRIT * SET ADV. DATES 3 THURSDAYS BEFORE SALE DATE TO RUN EVERY THURSDAY TILL SALE 3 TIMES * SET POSTING DATE NO LATER THAN 30 DAYS PRIOR TO SALE
SET DISTRIBUTION DATE
* MUST BE FILED WITHIN 30 DAYS OF SALE (POSTED) * MUST BE PAID 10 DAYS AFTER IT HAS BEEN POSTED
FILL IN ALL NO'S ON EXECUTION PAPERS
TYPE PROPER INFO ON DESCRIPTION (refer to previos sales)
SERVICE SERVICE
TYPE CARDS FOR DEFENDANTS
PUT PAPERS TOGETHER FOR DEFENDANTS // / / / / / / / / / / / / / / / / /
PUT TOGETHER PAPERS FOR LIEN HOLDERS TOWNS TO THE PAPER PAPE
* NOTICE OF SALE DIRECTED TO THEM
SEND NOTICES TO LIEN HOLDERS VIA CERT. MAIL OR SENDERS RECIEPT $\frac{12.16\times 7.82}{\text{Morganian}}$
ONCE DEFENDANTS ARE SERVED DOCKET COSTS AND INFO 15, 15
SEND ATTY RETURN OF SERVICE AND COPY OF SENDERS RECIEPT FOR LIEN HOLDERS

### SALE BILLS

SEND DESCRIPTION TO PRINTER 12 1					
** THE FOLLOWING NOTICES REQUIRE A LETTER WITH EXPLAINATIONS					
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					
STIP HOLIDES TO LEBENAL MIN STATE TWY WOLL					
IF BUSINESS SEND COPY TO SBA AUTH. 4 14 (					
HANDBILLS					
SEND COPIES OF HANDBILLS TO:					
RECORDER'S OFFICE					
TAX CLAIM OFFICE					
TAX ASSESSMENT OFFICE					
PROTH OFFICE(post on board)					
POST IN FRONT CORRY					
POST IN SHERIFF'S OFFICE					
SEND COPY TO ATTY					
1001 LKOLEKI, WCCOKDING IG DAIE SEL 1					
SEND RETURN OF POSTING TO ATTY \100					
DOCKET ALL COSTS 1.					
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					

### JOHN R. ADLER



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

PHONE 717-784-1891

Date: December 18, 1987
Fo: Harold Sharrow
6555 Second Street
Bloomsburg, PA 17815
RE: Prudential Mort. Capital Co. vs THOMAS & PAMELA MCGILLOWAY
No. 75 of 1987 ED No. 1253 of 1987 JD
Dear Sir:
Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office <a href="IMMEDIATELY">IMMEDIATELY</a> .
Feel free to contact me with any questions you may have.
Sincerely,
John R. Adleryst John R. Adler Sheriff

THE 1987 PROPERTY TAKES ON PARCEL

12-05A - 36-8 HAS BEEN PAID

KA

M COMSULTANTA MAR YEAR

BY VIRTUE OF A WRIT OF EX JTION NO. 75 OF 1987, ISSUED OU OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO FUBLIC SALE BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF'S OFFICE, COURT HOUSE BLOOMSBURG, COLUMBIA COUNTY, PENNSYLVANIA. ON

Tuesday, February 9, 1988 AT 10:30 A.M.

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

ALL THAT CERTAIN piece and parcel of land situate in 5. Cenire Township, Columbia County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the northerly side of extension of Hillside Drive and in line of lands now or formerly of Gene L. Hansen and Wilma E. Hansen, his wife; thence along lands now or formerly of said Hansen, North eleven degrees fifteen minutes West two hundred thirty feet (N. 11º 15' W. 230') to a point in line of lands now or formerly of Charles E. Boyer, Inc.; thence along said lands now or formerly of the said Charles E. Boyer, Inc., North seventy-eight degrees forty-five minutes East one hundred ten feet (N. 78° 45' E. 110') to a point in line of lands now or formerly of Lewis E. Phillips and Cora Phillips, his wife; thence along said Phillips land, South eleven degrees fifteen minutes East two hundred thirty feet (S. 11° 15' E. 230') to a point on the northerly side of Hillside Drive; thence along the northerly side of said Hillside Drive, South seventy-eight degrees forty-five minutes West one hundred ten feet (S. 78° 45' W. 110') to a point in line of land now or formerly of said Gene L. Hansen and Wilma E. Hansen, his wife, the place of beginning.

The above described premises are the easterly twenty-five feet of Lot No. 45 and the Westerly eighty-five feet of Lot No. 44 as shown on the draft of lots prepared by Howard Fetterolf R.E., in October, 1955 revised August, 1956 and January 1960.

BEING the same premises which Gerald C. Miller and N. Carlene Miller, his wife, by deed dated November 8, 1982 and recorded November 9, 1982 in deed book 311, page 951, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Thomas McGilloway and Pamela McGilloway, Mortgagors herein.

SEIZED, taken in execution and to be sold as the property of Thomas McGilloway and Pamela McGilloway, Mortgagors herein, under Judgment No. 1253 CD of 1987.

Notice is hereby given to all claimants and parties in interest that the Sheriff will on February 10, 1988, file a Schedule of Distribution in his office, where the same will be available for inspection and that Distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

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

Anthony DiSanto, Attorney

#### JOHN R. ADLER



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

PHONE 717-784-1991

January 4, 1988

THE PRUDENTIAL MORTGAGE CAPITAL CO. VS. THOMAS & PAMELA MCGILLOWAY

No. 1253 of 1987 J.D. No. 75 of 1987 E.D.

Anthony DiSanto Suite 300 100 Chestnut Street Harrisburg, PA 17101

Dear Mr. Disanto:

Please find enclosed the certified service returns on the above named sheriff sale. The sale is scheduled for February 9, 1988 at 10:30 A.M.

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

Sincerely,

Susan S. Beaver

Sugar & Branker

Deputy Sheriff

SSB

Encl.

#### 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. 75 of 1987

WRIT OF EXECUTION

#### SERVICE ON Thomas McGilloway

ON December 21, 1987 AT 2:50 P.M attested copy of the within Writ of Executof the Notice of Sheriff's Sale of Real E	, a true and stion and a true copy Estate was served on the
defendant, Thomas McGilloway	at 6965 Hillside Dr.
Bloomsburg, PA 17815	by handing to Pamela
McGilloway, wife and adult individual in Service was made by personally handing sa Notice of Sheriff's Sale of Real Estate t	aid Writ of Execution and
	So Answers∜
	Deputy Sheriff
	James Dent & Louise Frantz
	For:
	•
	John R. Adler, Sheriff
Sworn and subscribed before me	

Tami B. Kline, Prothonotary Columbia County, Pennsylvania

PROTEL & CLK. OF SEV. COURTS
ANY COMM. EM. 198 MON. IAN. 1, 1984

### 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. 75 of 1987

WRIT OF EXECUTION

SERVICE ON_	Pamela McGilloway
ON December 21, 1987 A' attested copy of the within 1 of the Notice of Sheriff's Statement, Pamela McGilloway	T 2:50 P.M , a true and Writ of Execution and a true copy ale of Real Estate was served on the at 6965 Hillside Dr.
Bloomsburg, PA 17815	by handing to her personally
Service was made by personal. Notice of Sheriff's Sale of I	ly handing said Writ of Execution and Real Estate to the defendant.
	So Answers!
	•

John R. Adler, Sheriff

James Dent & Louise Frantz

Deputy Sheriff

For:

Sworn and subscribed before me this # h day of /

Tami/B. Kline, Prothonotary Columbia County Seems Whyania

MY COMM. DK. 1st MON. JAN. 1, 1993.

#### JOHN R. ADLER



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

PHONE 717-784-1991

January 22, 1988

THE PRUDENTIAL MORTGAGE CAPITAL CO. VS. THOMAS & PAMELA MCGILLOWAY

No. 75 of 1987 E.D. No. 1253 of 1987 J.D.

Anthony DiSanto Suite 300 100 Chestnut Street Harrisburg, PA 17101

Dear Mr. DiSanto:

Please find enclosed the certified posting return on the above named sheriff sale. The sale is scheduled for February 9, 1988 at 10:30 A.M. in the sheriff's office. Also enclosed is a copy of the sale bill that was posted on the property.

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

Sincerely,

Susan S. Beaver Deputy Sheriff

Luna & Reamer

SSB

Enc1. (2)

#### JOHN R. ADLER



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

PHONE: 717-784-1991

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

NO. 75 of 1987 E.D.

WRIT OF EXECUTION (MORTGAGE FORECLOSURE)

### POSTING OF PROPERTY

January 4, 1988 at 1:45 P.M. POSTED A COPY OF THE SHERIFF'S
ALE BILL ON THE PROPERTY OF Thomas & Pamela McGilloway
6965 Hillside Drive, Bloomsburg, PA 17815
CLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA
OUNTY DEPUTY SHERIFF James Dent
CO ANGUEDO
SO ANSWERS:
Janus West St
Deputy Sheriff James Dent
FOR:
John R. Adler, Sheriff
worn and subscribed before me this

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

MY COMM. C'. 1st MON. JAN. 1, 1992



## COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL

January 4, 1988

LaRoy S. Zimmerman ATTORNEY GENERAL

Reply To:

15th Floor Strawberry Square 4th & Walnut Streets Harrisburg, PA 17120 (717)787-3646

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

> RE: Prudential Mort. Capital Co. vs. Thomas & Pamela McGilloway

Dear Sheriff Adler:

A check of the records of the Collection Unit, Office of Attorney General, indicates no claim has been forwarded to this office on behalf of any Department or instrumentality of the Commonwealth against Thomas or Pamela McGilloway.

Very truly yours,

Thomas C. Zerbe,

Deputy Attorney General

Collections Unit

TCZ/kf

Anthony DiSanto

Raymond Kleiman (1930-1986)

December 21, 1987

Sheriff's Department Columbia County Courthouse Bloomsburg, PA 17815

> RE: McGILLOWAY, Thomas and Pamela Civil Action No. 1253 CD of 1987

Dear Sheriff:

Enclosed is a Waiver of Watchmen for the above listed case. Thank you.

Sincerely yours

Anthony DiSanto

AD:rmw Enclosure THE PRUDENTIAL MORTGAGE : IN THE COURT OF COMMON PLEAS CAPITAL COMPANY, INC., : COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

:

:

: CIVIL ACTION - LAW : NO. 1253 CD OF 1987

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife

and wife,

Defendants : IN MORTGAGE FORECLOSURE

#### WAIVER OF WATCHMEN

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 each 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 December 21, 1987, the Sheriff is hereby released from all liability to protect the property described in the above execution by insurance, which insurance is hereby waived.

### JOHN R. ADLER



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

PHONE 717-784-1991

Date: 12-18-87	a	
To: Household Bealty.	_	
1504 W. Front St.		
Berunik Pa 18603	_	
	_	
RE: Fundantial Mat. Capitals Fromack No. 75 of 1987 ED No. 135	Familia - me Bullon	Jay
No. 75 of 1987 ED No. 135	3 of <u>/987</u> jd	-

Dear Sir:

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

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

Sincerely,

John R. Adler

John R. adlerist

Sheriff

#### JOHN R. ADLER



#### SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P. O. BOX 380 BLOOMSBURG, PA. 1781\$

PHONE 717-784-1991

Date: 12-18-87	•
To: Beneficial Coro. Cline Co.	
To: Beneficial Com. Cline Co. South Main St.	
Wilker-Barre, Pa	
18703	
RE: Braidential Mort. Capitalus Thomas -	Famela McG, Uoway
No. 75 of 1927 ED No. 13.5	

Dear Sir:

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

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

Sincerely,

John R. Adler

John R. adlerist

Sheriff

## JOHN R. ADLER



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

PHONE 717-784-1991

ate: December 18, 1987
O: Harold Sharrow
6555 Second Street
Bloomsburg, PA 17815
E: Prudential Mort. Capital Co. vs THOMAS & PAMELA MCGILLOWAY
No. 75 of 1987 ED No. 1253 of 1987 JD
ear Sir:
nclosed is a notice of an upcoming Sheriff's Sale. If you have my claims against this property, notify this office IMMEDIATELY.
eel free to contact me with any questions you may have.
Sincerely,
John R. adlerysb
John R. Adler Sheriff

## JOHN R. ADLER



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

PHONE 717-784-1991

Date: December 18, 1987					•
To:Office of F.A.I.R.					
Department of Public Welfare					
P.O. Box 8016					
Harrisburg, PA 17105		···			
RE:Prudential Mort. Capital Co.	vs Thomas δ	Pamela	McGi	lloway	_
No. 75 of 1987 ED	No	1253	of	1987	JD
Dear Sir:					
Enclosed is a notice of an upcom any claims against this property					
Feel free to contact me with any	questions y	ou may	have	•	
	Sincerely,				
	John R. C	idlerist	, )		
	John R. Adl Sheriff	ler			

## JOHN R. ADLER



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

PHONE 717-784-1991

Date: December 18, 1987
To: Small Business Administration
20 N. Penna. Avenue
Room 2327
Wilkes-Barre, PA 18701
RE: Prudential Mort. Capital Co. vs Thomas & Pamela McGilloway
No. 75 of 1987 ED No. 1253 of 1987 JD
Dear Sir:
Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office <a href="IMMEDIATELY">IMMEDIATELY</a> .
Feel free to contact me with any questions you may have.
Sincerely,
John R. Adler
John R. Adler
Sheriff

### JOHN R. ADLER



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

PHONE 71**7-**784-1991

Date: December 18, 1987	,
To: Internal Revenue Service	
P.O. Box 12050	
Philadelphia, PA 19106	
ATTN: SPECIAL PROCEDURES FUNCTION	
RE: Prudential Mort. Capital Co. vs Thomas & Pamela McGilloway	
No. 75 of 1987 ED Nb253 of 1987	JD
Dear Sir:	
Enclosed is a notice of an upcoming Sheriff's Sale. If you has any claims against this property, notify this office IMMEDIATE	
Feel free to contact me with any questions you may have.	
Sincerely,	
John R. adler/36	
John R. Adler Sheriff	

## JOHN R. ADLER



#### SHERIFF OF COLUMBIA COUNTY COURTHOUSE - P. O. BOX 350 BLOOMSBURG, PA. 17815

PHONE 717-784-1991

Date: December 18, 1987
To: Commonwealth of Pennsylvania
Department of Revenue
Bureau of Accounts Settlement
P.O. Box 2055
Harrisburg, PA 17105
RE: Prudential Mort. Capital Co. vs Thomas & Pamela McGilloway
No. 75 of 1987 ED No. 1253 of 1987 JD
Dear Sir:
Enclosed is a notice of an upcoming Sheriff's Sale. If you have any claims against this property, notify this office IMMEDIATELY.
Feel free to contact me with any questions you may have.
Sincerely,
John R. adlerys
John R. Adler

Sheriff

## JOHN R. ADLER



#### SHERIFF OF COLUMBIA COUNTY COURT HOUSE - P. O. BOX 350 BLOOMSBURG, PA. 17815

PHONE 717-784-1991

Date:	December 18, 1987
To:	Thomas C. Zerbe, Jr.
	Deputy Atty. General Collections Unit Fourth and Walnut Streets
	Harrisburg, PA 17120
	dential Mort. Capital Co. vs Thomas & Pamela McGilloway
70.	75 of 1987 ED No. 1253 of 1987 Jr.
Dear Si	ir:
	ed is a notice of an upcoming Sheriff's Sale. If you have aims against this property, notify this office IMMEDIATELY.
Feel fr	ree to contact me with any questions you may have.
	Sincerely,
	John R. adler/sb
	John R. Adler Sheriff

## JOHN R. ADLER



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

PHONE 717-784-1991

PRESS/ENTERPRISE Lackawanna Avenue Bloomsburg, PA 17815 Date: 12-18-87		
RE: Sheriff's Sale Advertising Dates		
Printertial Metzage Capital Co. vs Thomas & Rumala Mc Elloway.		
No. 15 of 1987 ED No. 1253 of 1987 JD		
Dear Sir:		
Please advertise the enclosed Sheriff's Sale on the following dates:		
1st week 4 amino 14 1988		
2nd week (1. v. 1. 1988		
3rd week 4 1988		
Feel free to contact me if you have any problems.		
Sincerely,		
John R. adlovish		
John R. Adler		
Sheriff		

· enc.

BEGINNING at a point on the northerly side of extension of Hillside Drive and in line of lands now or formerly of Gene L. Hansen and Wilma E. Hansen, his wife; thence along lands now or formerly of said Hansen, North eleven degrees fifteen minutes West two hundred thirty feet (N. 11° 15' W. 230') to a point in line of lands now or formerly of Charles E. Boyer, Inc.; thence along said lands now or formerly of the said Charles E. Boyer, Inc., North seventy-eight degrees forty-five minutes East one hundred ten feet (N. 78° 45' E. 110') to a point in line of lands now or formerly of Lewis E. Phillips and Cora Phillips, his wife; thence along said Phillips land, South eleven degrees fifteen minutes East two hundred thirty feet (S. 11° 15' E. 230') to a point on the northerly side of Hillside Drive; thence along the northerly side of said Hillside Drive, South seventy-eight degrees forty-five minutes West one hundred ten feet (S. 78° 45' W. 110') to a point in line of land now or formerly of said Gene L. Hansen and Wilma E. Hansen, his wife, the place of beginning.

The above described premises are the easterly twenty-five feet of Lot No. 45 and the Westerly eighty-five feet of Lot No. 44 as shown on the draft of lots prepared by Howard Fetterolf R.E., in October, 1955 revised August, 1956 and January 1960.

BEING the same premises which Gerald C. Miller and N. Carlene Miller, his wife, by deed dated November 8, 1982 and recorded November 9, 1982 in deed book 311, page 951, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Thomas McGilloway and Pamela McGilloway, Mortgagors herein.

SEIZED, taken in execution and to be sold as the property of Thomas McGilloway and Pamela McGilloway, Mortgagors herein, under Judgment No. 1253 CD of 1987.

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

The Prudential Mortgage Capital	IN THE COURT OF COMMON PLEAS OF
Company, Inc.	COLUMBIA COUNTY, PENNSYLVANIA
	No. 75 of 1987 Term 19 E.D.
vs	No Term 19 A.D.
Thomas McGilloway and	No. 1253 of 1987 Term 19 J.D.
Pamela McGilloway, husband and wife	WRIT OF EXECUTION (MORTGAGE FORECLOSURE)
Commonwealth of Pennsylvania:	
County of Columbia:	
TO THE SHERIFF OFColumbia	COUNTY, PENNSYLVANIA
To satisfy the judgement, interest and cost in t following described property (specifically describ	the above matter you are directed to levy upon and sell the
6965 Hillside Drive, South Centre Tor	wnship, Bloomsburg, Columbia County, Pa.
Amount Due	\$
Interest from 10/16/87 to 12/15/8	\$ <u>-812-40</u>
Total	\$ 46,959.00 Plus costs
as endorsed.	Same of the state of
	Prothonotary, Common Pleas Court of Columbia County, Penna.
Dated December 17, 1987	By:
(SEAL)	Dorothy L. Long Deputy

12/16/67 PAY Live Kundred and softso DATE Commonwealth National Bank A A MELLON BANK HARRISBURG, PENNSYLVANIA KLEIMAN & DISANTO ATTORNEYS AT LAW 100 CHESTNUT STREET, SUITE 300 HARRISBURG, PA. 17101 ##2 BOOF 1 E 0 # 12 2 2 1 0 0 11 TO THE ORDER OF Columbia MEMO REMITTANCE ADVICE CHECK AMOUNT 5000 ESCROW ACCOUNT TO AND AND THE TOTAL PROPERTY OF THE TOTAL PROPERTY OF THE PRO AUTHORIZED SIGNATURE 60-82/313 1222 DOLLARS.

**502902 211** 

핕

Anthony DiSanto

Raymond Kleiman (1930-1986)

December 15, 1987

Tami Kline, Prothonotary Columbia County Courthouse Bloomsburg, Pa. 17815

Re: Name of Case:

The Prudential Mortgage Capital Co. v. Thomas & Pamela

McGilloway

Number: 1253 CD of 1987 Sheriff's Sale Date:

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:

Praecipe for Default Judgment
Notice of Default Judgment
Act 91 Affidavit
Affidavit of Non-Military service
Praecipe for Write of Execution
Affidavit Pursuant to Rule 3129
Notices of Sheriff's Sale
Check for filing fee and sheriff's 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:rw

Enclosures

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY. INC. Plaintiff

v.

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife, Defendants

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW No. 1253 CD of 1987

IN MORTGAGE FORECLOSURE

#### PRAECIPE FOR JUDGMENT FOR FAILURE TO ANSWER COMPLAINT

Tami Kline, Prothonotary TO:

Kindly enter Judgment in favor of Plaintiff and against Thomas McGilloway and Pamela McGilloway Defendant(s) for

failure to answer the Complaint within 20 days after service thereof Nov. 19, 1987 , 198 , and assess Plaintiff's damages as follows: on

Amount due as of 10/15/87 Interest from 10/16/87 to 12/15/87

\$ 46,146.60 812.40

TOTAL

\$ 46,959.00

with interest thereon at the rate of 12 % 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: December 15, 1987

Anthony DiSanto, Esquire Attorney for Plaintiff

, 198 , Judgment is entered against MOM the Defendant(s) above named in the sum of \$ 46,959.00 . with interest thereon at 12 % per annum, and costs.

Tami Kline Prothonotary

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC., Plaintiff

V.

THOMAS McGILLOWAY and

PAMELA McGILLOWAY, husband and wife,

Defendants

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNNSYLVANIA

CIVIL ACTION - LAW No. 1253 CD of 1987

IN MORTGAGE FORECLOSURE

### NOTICE OF ENTRY OF JUDGMENT BY DEFAULT

Thomas McGilloway and Pamela McGilloway TO:

Defendant(s):

, 198 , You are hereby notifed that on Judgment by Default has been entered against you in the above action in the amount of \$  $^{46,959.00}$  , for the reason that you failed to file an Answer to the Complaint within 20 days after the said November 19, 1987 Complaint was served on you, on

> Tami Kline Prothonotary

Dated: December 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:

Thomas McGilloway 6965 Hillside Drive Bloomsburg, Pa. 17815 Pamela McGilloway 6965 Hillside Drive Bloomsburg, Pa. 17815

THE PRUDENTIAL MORTGAGE

CAPITAL COMPANY, INC.,

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

Plaintiff

VS.

CIVIL ACTION - LAW

NO.

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife,

Defendants

: IN MORTGAGE FORECLOSURE

#### AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF CALIFORNIA

SS

COUNTY OF LOS ANGELES

, BEING DULY SWORN ACCORDING JAMES A. JOLLY, VICE PRESIDENT

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/her 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 Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

Plaintiff:

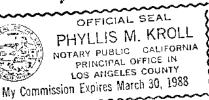
PRESIDENT

FOR PLAINTIFF

Sworn to and subscribed

before me on this 23rd day of

(Notary Public)



THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC., Plaintiff

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW No. 1253 CD of 1987

٧.

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife, Defendants

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 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, Esgui Attorney for Plaintiff Esguire

SWORN to and subscribed

before me this 14th day

My .

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC., Plaintiff

V.

THOMAS McGILLOWAY and PAMELA McGILLOWAY, HUSBAND AND WIFE,

Defendants

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW No. 1253 CD of 1987

IN MORTGAGE FORECLOSURE

#### PRAECIPE FOR WRIT OF EXECUTION

TO: Tami Kline, Prothonotary

Issue Writ of Execution in the above captioned matter: Amount due at the date of this Praecipe is: \$46,959.00 together with interest thereon from 12/15/87 to date of sale at 12% 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: December 15, 1987

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC., Plaintiff

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW No. 1253 CD of 1987

٧.

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife, Defendants

IN MORTGAGE FORECLOSURE

#### AFFIDAVIT PURSUANT TO RULE 3129

The Prudential Mortgage Capital Company, Inc 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 6965 Hillside Drive, Bloomsburg, Pa. 17815 аt

- Name and address of Owner (s) or reputed Owner (s): 1. Pamela McGillowav Thomas McGilloway 6965 Hillside Drive 6965 Hillside Drive Bloomsburg, Pa. 17815 Bloomsburg, Pa. 17815
- Name and address of Defendant (s) in the judgment: 2.

Thomas McGilloway 6965 Hillside Drive Bloomsburg, Pa. 17815 Pamela McGilloway 6965 Hillside Drive Bloomsburg, Pa. 17815

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

None

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

The Prudential Mortgage Cpaital Company, Inc.

Beneficial Consumer Discount Co. Household REalty South Main St. Wilkes-Barre, Pa. 18703

1504 W. Front St. Berwick, Pa. 18603 5. Name and address of every other person who has any record interest in or recordlien 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: December 15, 1987

Plaintiff: //
The Prudential Mortgage Capital Company, Inc.

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC.,
Plaintiff

COLUMBIA COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS

 $\mathbf{v}_{\bullet}$ 

CIVIL ACTION - LAW No. 1253 CD of 1987

THOMAS McGILLOWAY and PAMELA McGILLOWAY, husband and wife, Defendants

IN MORTGAGE FORECLOSURE

#### NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

To: Thomas McGilloway and Pamela McGilloway, husband and wife

Your house (real estate) at 6965 Hillside Drive, Bloomsburg, Pa. 17815 is scheduled to be sold at Sheriff's sale on ,198 at .M. in the Columbia County Courthouse located in Bloomsburg , Pennsylvania, to enforce the court judgment of \$ 46,959.00 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 inproperly 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.

- If the Sheriff's sale is not stopped, your property will be sold to the highest bidder. You may find our the price bid by calling the Sheriff at the county courthouse.
- 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 themoney which was paid for your house. A schedule of distribution of the money bid for your house will be filed by the Sheriff on 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, Ext. 210

THE PRUDENTIAL MORTGAGE CAPITAL COMPANY, INC.,
Plaintiff

IN THE COURT OF COMMON PLEAS COLUMBIA COUNTY, PENNSYLVANIA

V.

CIVIL ACTION - LAW No. 1253 CD of 1987

THOMAS McGILLOWAY and
PAMELA McGILLOWAY, HUSBAND AND WIFE,
Defendants

IN MORTGAGE FORECLOSURE

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

TO THE FOLLOWING DEFENDANTS AND OWNERS:

Thomas McGilloway and Pamela McGilloway

This Notice is given to you as owners and defendants in an execution proceeding brought before the Sheriff of Columbia County, Pennsylvania by The Prudential Mortgage Capital Company, Inc., Plaintiff, relative to the following judgment and execution No.  $^{1253}$  CD of  $^{1987}$ 

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:

at:

in: The Columbia Pennsylvania.

County Courthouse, located in Bloomsburg

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

BEGINNING at a point on the northerly side of extension of Hillside Drive and in line of lands now or formerly of Gene L. Hansen and Wilma E. Hansen, his wife; thence along lands now or formerly of said Hansen, North eleven degrees fifteen minutes West two hundred thirty feet (N. 110 15' W. 230') to a point in line of lands now or formerly of Charles E. Boyer, Inc.; thence along said lands now or formerly of the said Charles E. Boyer, Inc., North seventy-eight degrees forty-five minutes East one hundred ten feet (N. 78° 45' E. 110') to a point in line of lands now or formerly of Lewis E. Phillips and Cora Phillips, his wife; thence along said Phillips land, South eleven degrees fifteen minutes East two hundred thirty feet (S. 11° 15' E. 230') to a point on the northerly side of Hillside Drive; thence along the northerly side of said Hillside Drive, South seventy-eight degrees forty-five minutes West one hundred ten feet (S. 78° 45' W. 110') to a point in line of land now or formerly of said Gene L. Hansen and Wilma E. Hansen, his wife, the place of beginning.

The above described premises are the easterly twenty-five feet of Lot No. 45 and the Westerly eighty-five feet of Lot No. 44 as shown on the draft of lots prepared by Howard Fetterolf R.E., in October, 1955 revised August, 1956 and January 1960.

BEING the same premises which Gerald C. Miller and N. Carlene Miller, his wife, by deed dated November 8, 1982 and recorded November 9, 1982 in deed book 311, page 951, in the Office of the Recorder of Deeds in and for Columbia County, Pennsylvania, granted and conveyed unto Thomas McGilloway and Pamela McGilloway, Mortgagors herein.

SEIZED, taken in execution and to be sold as the property of Thomas McGilloway and Pamela McGilloway, Mortgagors herein, under Judgment No. 1253 CD of 1987.