

REAL ESTATE  
SHERIFF'S SALE--COST SHEET

First Nat'l of Chicago vs Thomas L. & Lucie M. Skyles

NO. 9299 E.D. NO. 815-99 J.D. DATE OF SALE 1-13-2000 TIME OF SALE \_\_\_\_\_

DOCKET AND RETURN	\$ 15.00
SERVICE PER DEFENDANT OR GARNISHEE	135.00
LEVY (PER PARCEL)	15.00
MAILING COSTS	13.15
ADVERTISING, SALE BILLS, & COPIES	17.50
ADVERTISING SALE (PLUS NEWSPAPER)	15.-
MILEAGE	9.50
POSTING HANDBILLS	15.-
CRYING/ADJOURN SALE (EACH SALE)	10.-
SHERIFF'S DEED	
TRANSFER TAX FORM	
DISTRIBUTION FORM	
OTHER <u>NOTARY</u>	<u>12.00</u>

TOTAL.....\$ 257.15

PRESS-ENTERPRISE INC \$ 438.59  
SOLICITOR'S SERVICES

TOTAL.....: 438.59

PROTHONOTARY (NOTARY) \$ \_\_\_\_\_  
RECORDER OF DEEDS \_\_\_\_\_

OTHER \_\_\_\_\_

TOTAL.....

REAL ESTATE TAXES:

BOROUGH, TWP. & COUNTY TAXES, 19	\$ _____
SCHOOL DISTRICT TAXES, 19	\$ _____
DELINQUENT TAXES, 19, 19	\$ <u>5.-</u>

TOTAL.....5.-

MUNICIPAL FEES DUE:

SEWER--MUNICIPAL	19	\$ _____
WATER--MUNICIPAL	19	\$ _____

TOTAL.....

SURCHARGE FEE: STATE TREASURER (TRAINING FEE)

TOTAL.....80.00

MISCELLANEOUS \$ Adm Cost 700.-

TOTAL.....780.74

TOTAL COSTS (OPEN BID).....119.26

LAW OFFICES  
**PURCELL, KRUG AND HALLER**

1719 NORTH FRONT STREET  
HARRISBURG, PENNSYLVANIA 17102-2392  
TELEPHONE (717) 234-4178  
FORECLOSURE DEPT. FAX (717) 234-1206

JOHN W. PURCELL  
HOWARD B. KRUG  
LEON P. HALLER  
JOHN W. PURCELL JR.  
VALERIE A. GUNN  
JILL M. WINEKA

JOSEPH NISSLEY (1910-1982)  
ANTHONY DISANTO  
OF COUNSEL

HERSHEY  
1099 GOVERNOR ROAD  
(717) 533-3836

December 23, 1999

VIA FAX TRANSMISSION  
570-784-0257

Office of the Sheriff  
Columbia County Court House  
Box 380  
Bloomsburg, Pa. 17815  
Attn: Real Estate Deputies

Re: Shipman

Dear Deputy:

Please STAY the above-referenced sale scheduled for 1/13/00 as the defendant was approved for a loan modification. Thank you in advance for your help and cooperation.

Very Truly Yours,



Laura G. King, Paralegal  
to Leon P. Haller, Esquire

DEC-23-1999 10:46

717 234 1206

P.01

# **LEIPOLD LAW OFFICE, P.C.**

Thomas E. Leipold, Esquire  
29 East Main Street, Suite C  
Bloomsburg, PA 17815  
Phone: 570-784-3181  
Fax: 570-784-3429

December 7, 1999

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102-2392

**VIA FAX TRANSMISSION**  
**717-233-1149**

RE: FNB - Chicago v. Shipman  
99-CV-815, Columbia County

Dear Mr. Haller:

I represent Thomas and Lucy Shipman in connection with the above-referred mortgage foreclosure action which you originally filed against them on June 18, 1999.

As you may know, the Shipmans were recently served with a Notice of Sheriff's Sale which is currently scheduled for January 6, 2000. Please be advised, however, that my clients have previously executed a Redemption Agreement with HomeComings Financial Network, Inc., agent for FNB - Chicago, pursuant to which my clients have made all payments necessary to cure the default and reinstate their mortgage. A copy of this agreement is enclosed for your convenient reference. As a matter of fact, the final reinstatement payment, scheduled for December 20, 1999, was submitted early by my clients at the specific request of HomeComings.

As you may understand, the service of the Sheriff's Sale Notice last week, after early submission of their final reinstatement payment, has been extremely upsetting to my clients particularly at this time of year. I strongly suggest that the folks at HomeComings had best rouse themselves from their Scrooge-like torpor immediately, confirm the reinstatement of this mortgage and cancel the Sheriff's Sale.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Thomas E. Leipold, Esquire

TEL:nm  
Enclosure

cc: Sheriff Harry Roadarmel  
Thomas and Lucy Shipman



September 20, 1999

THOMAS I. SHIPMAN & LUCY M. SHIPMAN  
6710 JEFFERSON STREET  
BLOOMSBURG, PA 17815

RE: Trustor(s): THOMAS I. SHIPMAN & LUCY M. SHIPMAN  
Loan Number: 618396831

Dear THOMAS I. SHIPMAN & LUCY M. SHIPMAN:

Please find enclosed a Repayment Agreement on the above referenced matter. **Please sign the enclosed agreement and return it to this office on or before 9/23/1999.** Please do not forget to include either a cashier's check or certified check in the amount of \$4500.00 payable to HomeComings Financial Network.

All subsequent payments should be sent to HomeComings Financial Network, Payment Processing Department, P.O. Box 939071, San Diego, CA 92193.

Please ensure that both the agreement and the funds are returned to our office in the required amount of time, or we will continue with the foreclosure proceedings.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Alex Mondala', followed by a horizontal line.

Alex Mondala  
Loan Resolution Specialist  
HomeComings Financial Network

Enclosure

*This letter, and all subsequent communication (written and/or oral), is an attempt to collect a debt and any information obtained will be used for that purpose.*

Loan #: 618396831

### REPAYMENT AGREEMENT

The following agreement is made by and between HomeComings Financial Network, Inc. and Thomas I. Shipman and Lucy M. Shipman ("Borrower "). On 11/12/1998 Borrower executed a Note and Deed of Trust securing real property generally described as 6710 Jefferson Street, Bloomsburg, PA 17815. HomeComings Financial Network is the current beneficiary to said Note and Deed of Trust.

WHEREAS, as of September 20, 1999, the subject note and deed of trust are in default including all payments, late charges and other fees and costs due since 03/01/1999 in the total amount of \$7478.68;

WHEREAS; said Note, Deed of Trust and all modifications thereof, if any, are valid according to their terms, are in full force and effect, there are no defenses to them and borrower is in default thereunder;

WHEREAS, Borrower has offered to partially reinstate the default at this time and totally reinstate and cure the default on or before 12/20/1999; and

WHEREAS, HomeComings Financial Network will permit the partial reinstatement as set forth below.

NOW THEREFORE, it is hereby mutually agreed;

1. Borrower agrees to pay to HomeComings Financial Network the sum of \$4500.00 on or before 9/23/1999.
2. The following payment schedule reflects the contractual monthly payment amount plus an additional amount to bring the loan current. Said monthly payment may change pursuant to the adjustable rate Note, if any. Borrower shall make payments to cure the default as follows:

3.

AMOUNT  
\$1672.72  
\$1672.72  
\$1672.72

DATE  
10/20/1999  
11/20/1999  
12/20/1999

Borrower(s) Initials TIS LMS

Date: 9/23/99

3. During the term of this repayment agreement, the debtors shall not obtain the benefit of any grace period. The payment must be received on or before the date set forth herein. Time is completely of the essence.

4. All payments shall be in the form of a cashier's check or money order and shall be delivered to and received by HomeComings Financial Network, P.O. Box 939071, San Diego, CA 92193, ATTN: Lauri Larreau

5. In the event Borrower fails to timely comply with payments as set forth hereinabove, HomeComings Financial Network may thereafter complete the foreclosure process without further notice.

6. By entering into this repayment agreement, Borrower agrees that the above-mentioned default, Notice of Default, and all foreclosure proceedings are valid and correct. In consideration for entering into this repayment agreement, Borrower specifically waives any alleged defect by the lender or the trustee in performing its functions as lender or trustee.

7. The terms and conditions of this Agreement shall not become effective or binding upon any party hereto unless and until all parties have executed the Agreement.

8. By entering into this repayment agreement, HomeComings Financial Network does not waive its right to receive all future payments on a timely basis.

DATED 9/23/99

Thomas I. Shipman  
Thomas I. Shipman

DATED 9/23/99

Lucy M. Shipman  
Lucy M. Shipman

DATED 9/24/99

Lauri Larreau  
HomeComings Financial Network  
Lauri Larreau  
Settlement Administrator

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

Paula J. Barry, 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 continuously in said Town, County and State since the day of its establishment; that hereto attached is a copy of the legal notice or advertisement in the above entitled proceeding which appeared in the issue of said newspaper on December 16, 23, 30, 1999 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement or notice was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

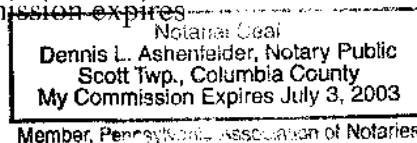
.....  
[Signature]

Sworn and subscribed to before me this 31<sup>st</sup> day of December, 1999.....

.....  
[Signature]

(Notary Public)

My commission expires.....



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

.....  
4/29/00

the reverse side?

**SENDER:**

- Complete items 1 a, 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☒ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE-ATTN: SHERIFF SALE  
BUREAU OF COMPLIANCE  
CLEARANCE SUPPORT SECTION  
DEPARTMENT 281230  
HARRISBURG PA 17128-1230

2052 311 984

- ☒ Certified
- ☐ Insured
- Merchandise ☐ COD

DEC 06 1999

Is your RETURN

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X Samuel J. Ventura

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☒ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

OFFICE OF F.A.I.R.  
DEPT. OF PUBLIC WELFARE  
PO BOX 8016  
HARRISBURG, PA 17105

4a. Article Number

2052 311 982

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

DEC 06 1999

5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)

X [Signature]

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☒ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Small Business Administration  
7 North Wilkes Barre Blvd.  
Wilkes-Barre, PA 18702-5241

4a. Article Number

2052 311 983

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

12/6/99

Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

Signature: (Addressee or Agent)

X Stella Hensta

PS Form 3811, December 1994

102595-98-B-0229

Domestic Return Receipt



HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17015  
FAX: (717) 204-0257

PHONE  
(717) 204-5611

24 HOUR PHONE  
(717) 204-6000

Purcell, Krug & Haller  
1719 North Front St.  
Harrisburg, PA 17102

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

NO.

WRIT OF EXECUTION 99-1999

SERVICE ON Thomas I. and Lucy M. Shipman  
ON December 3, 1999 AT 7:30 AM A TRUE AND ATTESTED COPY OF THE WITHIN  
WRIT OF EXECUTION, A TRUE COPY OF THE NOTICE OF SHERIFF'S SALE IN REAL ESTATE AND A  
COPY OF THE DESCRIPTION OF PROPERTY WAS SERVED ON Thomas I. and Lucy M. Shipman  
AT 6710 Jefferson St. Bloomsburg, PA BY <sup>Chief</sup> DEPUTY SHERIFF Timothy Chamberlain  
SERVICE WAS MADE BY HANDING THE SAID WRIT OF EXECUTION AND NOTICE OF SHERIFF'S SALE  
IN REAL ESTATE AND A COPY OF THE DESCRIPTION TO Lucy M. Shipman

SO ANSWERS:

Timothy I. Chamberlain  
DEPUTY SHERIFF

SWORN AND SUBSCRIBED BEFORE ME

THIS 13th DAY OF

December 1999

Sarah J. Hower

Harry A. Roadarmel Jr.  
SHERIFF

NOTARIAL SEAL  
SARAH J. HOWER, Notary Public  
Bloomsburg, Columbia County, PA  
My Commission Expires June 21, 2003

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 300  
BLOOMSBURG, PA 17815

PHONE  
570-389-5622

TELETYPE  
(717) 784-6300

Purcell, Krug & Haller  
1719 North Front St.  
Harrisburg, PA 17102

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

VS.

WRIT OF EXECUTION 99-1999  
(MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

Thursday December 9, 1999 POSTED A COPY OF THE SHERIFF'S SALE BILL  
ON THE PROPERTY OF Thomas I. and Lucy M. Shipman  
COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY DEPUTY  
SHERIFF Timothy T. Chamberlain Chief

SO ANSWERS:

Timothy T. Chamberlain  
DEPUTY SHERIFF

Harry A. Roadarmel, Jr.  
SHERIFF HARRY A. ROADARMEL, JR.

Sworn and subscribed before me  
this 13th day of  
December 1999 19 99

Sarah J. Hower  
Sarah J. Hower

NOTARIAL SEAL  
SARAH J. HOWER, Notary Public  
Bloomsburg, Columbia County, PA  
My Commission Expires June 21, 2003

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY  
COURT HOUSE - P.O. BOX 380  
BLOOMSBURG, PA 17815  
FAX: (570) 784-0257

PHONE  
(570) 389-5622

24 HOUR PHONE  
(570) 784-6300

Date: DEC 5, 1999

RE: Sheriff's Sale Advertising Dates:

First Nat'l Bank of Chicago VS. Thomas I and Lucy M. SHIPMAN

No. 99 of 1999 E.D. No. 815 of 1999 J.D.

To Whom it may concern:

Please advertise the enclosed SHERIFF SALE on the following dates:

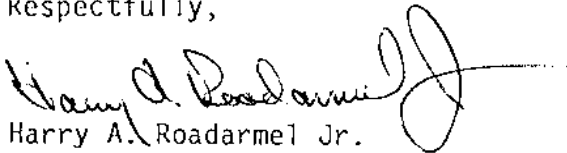
1st week DEC 16, 1999 DATE OF SALE: JANUARY 6, 2000 AT 10:30 AM

2nd week DEC 23, 1999

3rd week DEC 30, 1999

Feel free to contact me if you have any questions.

Respectfully,

  
Harry A. Roadarmel Jr.

Sheriff

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

BEGINNING at an iron pin at the southeast corner of the intersection of Lincoln Place, a forty (40) foot wide street, and an unnamed forty (40) foot wide Street; thence along the southern side of said unnamed Street, eastwardly 150 feet to an iron pin in line of land now or formerly of Gordon L. Derr and Joyce J. Derr, his wife; thence along said Derr lands, South 80 feet to an iron pin in line of lands now or formerly of Darwin M. Whalen and Dawn M. Whalen, his wife, being the northeast corner of Lot No. 4; thence westwardly along the northern line of Lot No. 4, 150 feet to an iron pin on the eastern side of Lincoln Place a 40 foot wide street; thence northwardly along the eastern side of said Lincoln Place, 80 feet to an iron pin at the southeast intersection of Lincoln Place, a 40 foot wide street, and an unnamed 40 foot wide street, the place of beginning. CONTAINING 0.22 acres. Being designated as Lot No. 3 in plot of Lincoln Manor as prepared by Lawrence G. Leba, Professional Engineer.

HAVING THEREON ERECTED A DWELLING KNOWN AS 6710 Jefferson Street, Bloomsburg, Pennsylvania 17815.

BEING THE SAME PREMISES WHICH Ruth Shipman, by her Deed dated June 28, 1974 and recorded in Columbia County Recorder of Deeds Office on July 8, 1974 in Deed Book 208, page 54, granted and conveyed unto Thomas I. Shipman and Lucy M. Shipman.

Code # 12-03D-60

TO THE SHERIFF OF COLUMBIA COUNTY:

**ORDER FOR SERVICE**

DATE: September 8, 1999

FROM:

Leon P. Haller, Esquire  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178

CASE CAPTION:

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:

: NO. 99-CV-815

99 ED 1999

: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

PAPER: WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

SERVICE TO BE MADE ON DEFENDANT: Thomas I. Shipman

ADDRESS FOR "PERSONAL SERVICE": 6710 Jefferson Street, Bloomsburg, PA 17815

Requested by  
Leon P. Haller, Esquire  
Attorney for Plaintiff

PLEASE POST PROPERTY WITH THE NOTICE OF SALE AT: 6710 Jefferson Street, Bloomsburg, PA 17815.

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
: NO. 99-CV-815  
:  
:  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

77 FEB 1999

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

**TAKE NOTICE:**

That the Sheriff's Sale of Real Property (real estate) will be held:

DATE: JAN. 6, 2000

TIME: 10:30 A.M.

LOCATION: SHERIFF'S OFFICE  
COLUMBIA COUNTY COURTHOUSE  
35 W. MAIN STREET  
BLOOMSBURG, PA 17815

THE PROPERTY TO BE SOLD is delineated in detail in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the land. (SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

6710 JEFFERSON STREET  
BLOOMSBURG  
COLUMBIA COUNTY  
PENNSYLVANIA

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 99-CV-815

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property

is:

**THOMAS I. SHIPMAN AND LUCY M. SHIPMAN**

**A SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

SUSQUEHANNA LEGAL SERVICES  
168 EAST 5TH STREET  
BLOOMSBURG, PA 17815

(717) 784-8750

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the

Court of Common Pleas of the within County to set aside the sale for a grossly inadequate price or for other proper cause. This petition **MUST BE FILED BEFORE THE SHERIFF'S DEED IS DELIVERED.**

3. A petition or petitions raising the legal issues or rights mentioned in the preceding paragraphs must be presented to the Court of Common Pleas of the within County. The petition must be served on the attorney for the creditor or on the creditor before presentation to the court and a proposed order or rule must be attached to the petition.

If a specific return date is desired, such date must be obtained from the Court Administrator's Office - Civil Division, of the within County Courthouse, before a presentation of the petition to the Court.

A copy of the Writ of Execution is attached hereto.

**SHERIFF**



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

BEGINNING at an iron pin at the southeast corner of the intersection of Lincoln Place, a forty (40) foot wide street, and an unnamed forty (40) foot wide Street; thence along the southern side of said unnamed Street, eastwardly 150 feet to an iron pin in line of land now or formerly of Gordon L. Derr and Joyce J. Derr, his wife; thence along said Derr lands, South 80 feet to an iron pin in line of lands now or formerly of Darwin M. Whalen and Dawn M. Whalen, his wife, being the northeast corner of Lot No. 4; thence westwardly along the northern line of Lot No. 4, 150 feet to an iron pin on the eastern side of Lincoln Place a 40 foot wide street; thence northwardly along the eastern side of said Lincoln Place, 80 feet to an iron pin at the southeast intersection of Lincoln Place, a 40 foot wide street, and an unnamed 40 foot wide street, the place of beginning. CONTAINING 0.22 acres. Being designated as Lot No. 3 in plot of Lincoln Manor as prepared by Lawrence G. Leba, Professional Engineer.

HAVING THEREON ERECTED A DWELLING KNOWN AS 6710 Jefferson Street, Bloomsburg, Pennsylvania 17815.

BEING THE SAME PREMISES WHICH Ruth Shipman, by her Deed dated June 28, 1974 and recorded in Columbia County Recorder of Deeds Office on July 8, 1974 in Deed Book 208, page 54, granted and conveyed unto Thomas I. Shipman and Lucy M. Shipman.

Code # 12-03D-60

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
: NO. 99-CV-815  
:  
:  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

9920 1999

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**  
**PURSUANT TO**  
**PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129**

**TAKE NOTICE:**

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DATE: JAN. 6, 2000

TIME: 10:30 A.M.

LOCATION: SHERIFF'S OFFICE  
COLUMBIA COUNTY COURTHOUSE  
35 W. MAIN STREET  
BLOOMSBURG, PA 17815

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(SEE DESCRIPTION ATTACHED)

THE LOCATION of your property to be sold is:

6710 JEFFERSON STREET  
BLOOMSBURG  
COLUMBIA COUNTY  
PENNSYLVANIA

THE JUDGMENT under or pursuant to which your property is being sold is docketed in the within Commonwealth and County to:

No. 99-CV-815

THE NAME(S) OF THE OWNER(S) OR REPUTED OWNERS of this property

is:

**THOMAS I. SHIPMAN AND LUCY M. SHIPMAN**

**A SCHEDULE OF DISTRIBUTION**, being a list of the persons and/or governmental or corporate entities or agencies being entitled to receive part of the proceeds of the sale received and to be disbursed by the Sheriff (for example, to banks that hold mortgages and municipalities that are owed taxes) will be filed by the Sheriff of this County thirty (30) days after the sale and distribution of the proceeds of sale in accordance with this schedule will, in fact, be made unless someone objects by filing exceptions to it within ten (10) days of the date it is filed.

Information about the Schedule of Distribution may be obtained from the Sheriff of the Court of Common Pleas of the within County at the Courthouse address specified herein.

**THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF YOUR PROPERTY.**

**IT HAS BEEN ISSUED BECAUSE THERE IS A JUDGMENT AGAINST YOU.**

**IT MAY CAUSE YOUR PROPERTY TO BE HELD, TO BE SOLD OR TAKEN TO PAY THE JUDGMENT.**

You may have legal rights to prevent your property from being taken away. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, **YOU MUST ACT PROMPTLY.**

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET FREE LEGAL ADVICE:**

SUSQUEHANNA LEGAL SERVICES  
168 EAST 5TH STREET  
BLOOMSBURG, PA 17815

(717) 784-8750

**THE LEGAL RIGHTS YOU MAY HAVE ARE:**

1. You may file a petition with the Court of Common Pleas of the within County to open the judgment if you have a meritorious defense against the person or company that has entered judgment against you. You may also file an petition with the same Court if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff's Sale you may file a petition with the

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

BEGINNING at an iron pin at the southeast corner of the intersection of Lincoln Place, a forty (40) foot wide street, and an unnamed forty (40) foot wide Street; thence along the southern side of said unnamed Street, eastwardly 150 feet to an iron pin in line of land now or formerly of Gordon L. Derr and Joyce J. Derr, his wife; thence along said Derr lands, South 80 feet to an iron pin in line of lands now or formerly of Darwin M. Whalen and Dawn M. Whalen, his wife, being the northeast corner of Lot No. 4; thence westwardly along the northern line of Lot No. 4, 150 feet to an iron pin on the eastern side of Lincoln Place a 40 foot wide street; thence northwardly along the eastern side of said Lincoln Place, 80 feet to an iron pin at the southeast intersection of Lincoln Place, a 40 foot wide street, and an unnamed 40 foot wide street, the place of beginning. CONTAINING 0.22 acres. Being designated as Lot No. 3 in plot of Lincoln Manor as prepared by Lawrence G. Leba, Professional Engineer.

HAVING THEREON ERECTED A DWELLING KNOWN AS 6710 Jefferson Street, Bloomsburg, Pennsylvania 17815.

BEING THE SAME PREMISES WHICH Ruth Shipman, by her Deed dated June 28, 1974 and recorded in Columbia County Recorder of Deeds Office on July 8, 1974 in Deed Book 208, page 54, granted and conveyed unto Thomas I. Shipman and Lucy M. Shipman.

Code # 12-03D-60

**PURCELL, KRUG & HALLER**  
1719 NORTH FRONT STREET  
HARRISBURG, PA 17102

MELLON BANK, N.A.  
HARRISBURG, PA 17108  
60-82-313

8486

008486 09/10/1999

CHECK NO. CHECK DATE

CHECK AMOUNT

NINE HUNDRED AND 00/100 DOLLARS\*\*\*\*\*

\$\*\*\*\*\*990.00

PAY

TO THE  
ORDER  
OF

COLUMBIA COUNTY SHERIFF

VOID AFTER 90 DAYS

⑈008486⑈ ⑆031300821⑆ 212⑈203⑈8755⑈

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
: NO. 99-CV-815  
: 99 & D 1999  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

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

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF COLUMBIA :

**TO THE SHERIFF OF THE WITHIN COUNTY**

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following real estate, a more detailed description of which is attached:

**6710 Jefferson Street, Bloomsburg, PA 17815**

Principal	\$76,923.94
Interest	\$ 4,844.84
(at the per diem of \$20.02 to 10/1/99)	
Late charges	\$ 356.07
(at \$32.37 to 10/99)	
Escrow deficit	\$ 1,204.38
5% Attorney's Commission	\$ 3,846.20

**TOTAL**

**\$87,175.43\*\***

Dated: 9/14/1999  
(SEAL)

Jamie B. Kline  
Prothonotary  
By Elizabeth A. Brown  
DEPUTY

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
: NO. 99-CV-815  
:  
: 99ED1977  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

**AFFIDAVIT PURSUANT TO RULE 3129.1**

The Plaintiff in the above action, by its attorneys, Purcell, Krug & Haller, sets forth as of the date the praecipe for the writ of execution was filed, the following information concerning the real property located at **6710 Jefferson Street, Bloomsburg, Pennsylvania 17815**:

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

Thomas I. Shipman  
6710 Jefferson Street  
Bloomsburg, PA 17815

Lucy M. Shipman  
6710 Jefferson Street  
Bloomsburg, PA 17815

2. Name and address of Defendant(s) in the Judgment, if different from that listed in (1) above: **SAME**

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

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

**PLAINTIFF HEREIN  
(AND ANY OTHERS AS NOTED BELOW):**

5. Name and address of every other person who has any **record lien** on the property: **UNKNOWN**

6. Name and address of every other person who has any **record interest** in the property and whose interest may be affected by the sale: **UNKNOWN**

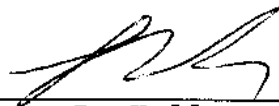
7. Name and address of every other person of whom the Plaintiff has knowledge who has **any interest** in the property which may be affected by the sale:

Tenants if any . . .

Domestic Relations Office  
Columbia County Courthouse  
35 West Main Street  
Bloomsburg, PA 17815

(In the preceding information, where addresses could not be reasonably ascertained, the same is indicated.)

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. Section 4904 relating to unsworn falsification to authorities.



---

Leon P. Haller PA I.D. #15700  
Purcell, Krug & Haller  
1719 North Front Street  
Harrisburg, PA 17102  
(717) 234-4178



THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

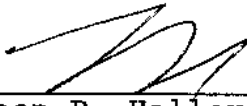
THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
: NO. 99-CV-815  
: 99 ED 1999  
: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE

**CERTIFICATE OF SERVICE**  
**PURSUANT TO PA. R.C.P. 237.1**

I hereby certify that on August 11, 1999, I served the Ten Day Notice required by Pa. R.C.P. 237.1 on the Defendant(s) in this matter by regular first class mail, postage prepaid, as indicated on the attached Notice.

By

  
Leon P. Haller PA I.D. #15700  
Attorney for Plaintiff  
Purcell, Krug & Haller  
1719 North Front St.  
Harrisburg, PA 17102

THE FIRST NATIONAL BANK OF : IN THE COURT OF COMMON PLEAS  
CHICAGO, AS TRUSTEE : COLUMBIA COUNTY, PENNSYLVANIA  
Plaintiff :  
vs. :  
: NO. 99-CV-815  
THOMAS I. SHIPMAN AND LUCY :  
M. SHIPMAN : CIVIL ACTION - LAW  
Defendants : IN MORTGAGE FORECLOSURE 99 ED 1717

DATE OF THIS NOTICE: **August 11, 1999**

TO: THOMAS I. SHIPMAN  
6710 JEFFERSON STREET  
BLOOMSBURG, PENNSYLVANIA 17815

LUCY M. SHIPMAN  
6710 JEFFERSON STREET  
BLOOMSBURG, PENNSYLVANIA 17815

**THIS LAW FIRM IS A DEBT COLLECTOR AND WE ARE ATTEMPTING  
TO COLLECT A DEBT OWED TO OUR CLIENT. ANY INFORMATION  
OBTAINED FROM YOU WILL BE USED FOR THE PURPOSE OF  
COLLECTING THE DEBT.**

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN  
APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE  
COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST  
YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS  
NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND  
YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD  
TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER  
OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO  
FIND OUT WHERE YOU CAN GET LEGAL HELP:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
PO Box 186, Harrisburg, PA 17108  
800-692-7375

PURCELL, KRUG & HALLER

By \_\_\_\_\_  
Leon P. Haller  
Attorney for Plaintiff  
I.D. #15700  
1719 N. Front Street  
Harrisburg, Pa. 17102  
(717) 234-4178

THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:

: NO. 99-CV-815  
:

: CIVIL ACTION - LAW -

: IN MORTGAGE FORECLOSURE 99ED1999

NON-MILITARY AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :

SS

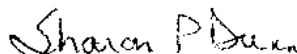
COUNTY OF DAUPHIN :

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

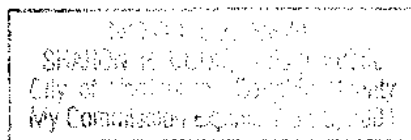
Sworn to and subscribed :  
before me this 13 day :  
of Sept 19 99 :



LEON P. HALLER, ESQUIRE



Notary Public



THE FIRST NATIONAL BANK OF  
CHICAGO, AS TRUSTEE,  
PLAINTIFF

VS.

THOMAS I. SHIPMAN AND LUCY  
M. SHIPMAN,  
DEFENDANTS

: IN THE COURT OF COMMON PLEAS  
: COLUMBIA COUNTY, PENNSYLVANIA  
:  
:  
:

NO. 99-CV-815

: CIVIL ACTION - LAW -  
: IN MORTGAGE FORECLOSURE 99ED1997

TO THE SHERIFF OF COLUMBIA COUNTY:

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

6710 JEFFERSON STREET, BLOOMSBURG, PA 17815  
(described in Exhibit "A" attached)

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

By



Leon P. Haller, Esquire  
1719 North Front Street  
Harrisburg, PA 17102

# SHERIFF'S SALE

THURSDAY JANUARY 6, 2000 AT 10:30 AM

BY VIRTUE OF A WRIT OF EXECUTION NO. 99--1999 AND CIVIL WRIT NO. 815--1999 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, CIVIL DIVISION, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENUE OR OUTCRY TO THE HIGHEST AND BEST BIDDER, FOR CASH, IN A COURT ROOM OR SHERIFF'S OFFICE, TO BE ANNOUNCED, AT THE COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNA., 17815, ALL THE RIGHT AND TITLE AND INTEREST TO THE DEFENDANTS IN AND TO:

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

BEGINNING at an iron pin at the southeast corner of the intersection of Lincoln Place, a forty (40) foot wide street, and an unnamed forty (40) foot wide Street; thence along the southern side of said unnamed Street, eastwardly 150 feet to an iron pin in line of land now or formerly of Gordon L. Derr and Joyce J. Derr, his wife; thence along said Derr lands, South 80 feet to an iron pin in line of lands now or formerly of Darvin M. Whalen and Dawn M. Whalen, his wife, being the northeast corner of Lot No. 4; thence westwardly along the northern line of Lot No. 4, 150 feet to an iron pin on the eastern side of Lincoln Place a 40 foot wide street; thence northwardly along the eastern side of said Lincoln Place, 80 feet to an iron pin at the southeast intersection of Lincoln Place, a 40 foot wide street, and an unnamed 40 foot wide street, the place of beginning. CONTAINING 0.22 acres. Being designated as Lot No. 3 in plot of Lincoln Manor as prepared by Lawrence G. Leba, Professional Engineer.

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Code # 12-03D-60

## TERMS OF SALE

**Minimum Payment at Time of Sale:** The greater of ten (10%) percent of the bid price or costs (opening bid at sale). Minimum payment is to be paid in cash, certified check or cashier's check at time of sale.

**Remaining Balance of Bid Price:** Any remaining amount of the bid price is to be paid within eight (8) days after the sale in cash, certified check or cashier's check.

**IMPORTANT NOTICE FOR FAILURE TO PAY BID PRICE: FAILURE TO PAY THE BID PRICE IN ACCORDANCE WITH THESE TERMS MAY RESULT IN SERIOUS FINANCIAL CONSEQUENCES TO THE BIDDER. DO NOT BID UNLESS FUNDS ARE AVAILABLE FOR PAYMENT WITHIN THE PRESCRIBED TIME PERIOD.**

If the successful bidder fails to pay the bid price as per the above terms, the Sheriff may elect either to sue the bidder for the balance due without a resale of the property, or to resell the property at the bidder's risk and maintain an action against the bidder for breach of contract. In the case of a default all sums paid by the bidder will be considered forfeited, but will be applied against any damages recoverable. The defaulting bidder will be responsible for any attorney fees incurred by the Sheriff in connection with any action against the bidder in which the bidder is found liable for damages.