

# COLUMBIA COUNTY REGISTER AND RECORDER RECEIPT

<b>Inv Number:</b> 228754 <b>Customer:</b> SHERIFF'S OFFICE	<b>Invoice Date:</b> 04/09/2019 4:14:58 PM <b>Last Change:</b>	<b>RECEIPT</b> <b>Receipt By:</b> MAIL	<b>Reg/Drw ID:</b> 0101 <b>By:</b> HAS
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Chg #	Charge / Payment / Fee Description	Amount	Inst # / Inst Date	Municipality
1	DEED	\$72.75	201902476	SUGARLOAF
	Grantor - ROBERTS, RICHARD		04/09/19 4:14:59 PM	TOWNSHIP
	Grantee - FIRST COLUMBIA BANK & TRUST CO			
	Consideration - \$7,442.31			
	Tax Basis - \$0.00			
	Return Via - MAIL			
	Fees Summary:			
	STATE WRIT TAX	\$0.50		
	JCS/ACCESS TO JUSTICE	\$40.25		
	AFFORDABLE HOUSING	\$13.50		
	RECORDING FEES - RECORDER	\$13.50		
	RECORDER IMPROVEMENT FUND	\$3.00		
	COUNTY IMPROVEMENT FUND	\$2.00		
	<b>TOTAL CHARGES</b>	<b>\$72.75</b>		
	<b>PAYMENTS</b>			
	CHECK: 8534 - SHERIFF'S OFFICE	\$72.75		
	<b>TOTAL PAYMENTS</b>	<b>\$72.75</b>		
	<b>AMOUNT DUE</b>	<b>\$72.75</b>		
	<b>PAYMENT ON INVOICE</b>	<b>(\$72.75)</b>		
	<b>BALANCE DUE ON INVOICE</b>	<b>\$0.00</b>		

# COLUMBIA COUNTY SHERIFF'S OFFICE

## SHERIFF'S REAL ESTATE FINAL COST SHEET

FIRST COLUMBIA BANK & TRUST CO VS ROBYN ROBERTS

NO. 9-2019 ED

NO. 1313-2018 JD

DATE/TIME OF SALE: MARCH 20, 2019 @ 9:00 AM

BID PRICE (INCLUDES COST) \$ 7296,38

POUNDAGE - 2% OF BID \$ 145,93

TRANSFER TAX - 2% OF FAIR MKT \$ \_\_\_\_\_

MISC. COSTS \$ \_\_\_\_\_

TOTAL AMOUNT NEEDED TO PURCHASE \$ 7442,31

PURCHASER(S): First Columbia Bank

ADDRESS: 232 East St.

NAMES(S) ON DEED: \_\_\_\_\_

PURCHASER(S) SIGNATURE(S): 

TOTAL DUE: \$ 7442,31

LESS DEPOSIT: \$ 1350,00

DOWN PAYMENT: \$ \_\_\_\_\_

TOTAL DUE IN 8 DAYS \$ 6092,31

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



**Plaintiff**  
FIRST COLUMBIA BANK & TRUST CO

vs.

**Defendant**  
ROBYN L ROBERTS  
ROBYN L ROBERTS/ ADMINISTRATRIX OF  
RICHARD ROBERTS  
CARL R ROBERTS  
ANDREW R ROBERTS  
KATHLEEN B ROBERTS

**Attorney for the Plaintiff:**  
HARDING, HILL & TUROWSKI, LLP  
38 West Third Street  
Bloomsburg, PA 17815

**Sheriff's Sale Date:** Wednesday, March 20, 2019

**Writ of Execution No. :** 2018CV1313

**Advance Sheriff Costs:** \$1,350.00

**Location of the real estate:** 282 KEARKRUFF ROAD, BENTON, PA 17814

## Sheriff Costs

Advertising Sale (Newspaper)	\$15.00
Advertising Sale Bills & Copies	\$17.50
Crying Sale	\$10.00
Docketing	\$15.00
Levy	\$15.00
Mailing Costs	\$36.00
Posting Handbill	\$15.00
Press Enterprise Inc.	\$2,082.00
Prothonotary, Acknowledge Deed	\$10.00
Sheriff Automation Fund	\$50.00
Sheriff's Deed	\$35.00
Solicitor Services	\$100.00
Transfer Tax Form	\$25.00
Web Posting	\$100.00
Service	\$225.00
Service Mileage	\$40.00
Distribution Form	\$25.00
Copies	\$7.50
Notary Fee	\$10.00
Surcharge	\$160.00

**Total Sheriff Costs** \$2,993.00

## Municipal Costs

Delinquent Taxes	\$4,230.63
<b>Total Municipal Costs</b>	<b>\$4,230.63</b>

## Distribution Costs

Recording Fees	\$72.75
<b>Total Distribution Costs</b>	<b>\$72.75</b>

Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

Location of the real estate: 282 KEARKRUFF ROAD, BENTON, PA 17814

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Grand Total:	\$7,296.38
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Sheriff's poundage cost will be calculated according to the current law and added to the Sheriffs' costs after the sale.

103962



First Columbia Bank & Trust Co.  
Member FDIC

232 EAST STREET  
BLOOMSBURG, PA 17815



SIX THOUSAND NINETY-TWO AND 31/100

AMOUNT  
\$6,092.31

DATE  
03/22/2019

PAY

TO THE  
ORDER OF

Columbia County Sheriff  
Columbia County Courthouse  
35 West Main Street  
Bloombsburg, PA 17815  
Robyn Roberts

MEMO

*Sharon A. Roeder*  
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈ 103962 ⑈ ⑆ 031305936 ⑆ 018 529 9 ⑈

# SHERIFF'S SALE COST SHEET

18-1313

VS.  
NO. \_\_\_\_\_ ED NO. \_\_\_\_\_ JD DATE/TIME OF SALE \_\_\_\_\_

DOCKET/RETURN	\$15.00	
SERVICE PER DEF.	\$ <u>225.00</u>	
LEVY (PER PARCEL	\$15.00	
MAILING COSTS	\$ <u>36.00</u>	
ADVERTISING SALE BILLS & COPIES	\$17.50	
ADVERTISING SALE (NEWSPAPER)	\$15.00	
MILEAGE	\$ <u>40.00</u>	
POSTING HANDBILL	\$15.00	
CRYING/ADJOURN SALE	\$10.00	
SHERIFF'S DEED	\$35.00	
TRANSFER TAX FORM	\$25.00	
DISTRIBUTION FORM	\$25.00	
COPIES	\$ <u>7.50</u>	
NOTARY	\$ <u>10.00</u>	
TOTAL *****		\$ <u>491.00</u>

WEB POSTING	\$150.00	
PRESS ENTERPRISE INC.	\$ <u>2082.00</u>	
SOLICITOR'S SERVICES	\$100.00	
TOTAL *****		\$ <u>2332.00</u>

PROTHONOTARY (NOTARY)	\$10.00	
RECORDER OF DEEDS	\$ <u>72.75</u>	
TOTAL *****		\$ <u>82.75</u>

REAL ESTATE TAXES:

BORO, TWP & COUNTY 20	\$	
SCHOOL DIST. 20	\$	
DELINQUENT 20	\$ <u>4230.63</u>	
TOTAL *****		\$ <u>4230.63</u>

MUNICIPAL FEES DUE:

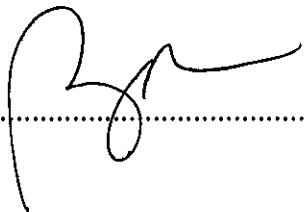
SEWER 20	\$	
WATER 20	\$	
TOTAL *****		\$ <u>0</u>

SURCHARGE FEE (DSTE)	\$ <u>160.00</u>	
MISC. _____	\$	
_____	\$	
TOTAL *****		\$ <u>0</u>

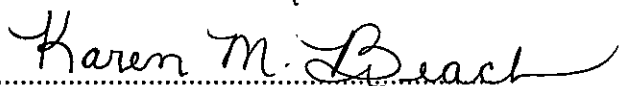
TOTAL COSTS (OPENING BID) \$ 7296.38

STATE OF PENNSYLVANIA  
COUNTY OF COLUMBIA } SS

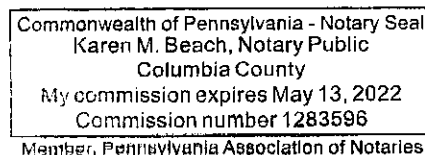
Paula J. Ream being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily, continuously in said , Town, County and State since that day and on the attached notice February 27 and March 6, 13, 2019 and that the affiant is one of the officers or publisher or designated agent of the owner or publisher of said newspaper in which legal advertisement 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.

.....

Sworn and subscribed to before me this 13<sup>th</sup> day of March 2019.....

.....

(Notary Public)



And now,....., 20....., 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.

.....

COUNTY OF COLUMBIA  
TAX CLAIM BUREAU  
PO BOX 380  
BLOOMSBURG PA 17815  
REAL ESTATE TAX LIEN CERTIFICATE

REVISED

DATE: 22-FEB-19

FEE: \$5.00

CERT. NO33871

ROBERTS RICHARD J & SUSAN E  
282 KEARKUFF ROAD  
BENTON PA 17814

DISTRICT: SUGARLOAF TWP  
DEED: 20001-0313  
LOCATION: 282 KEARKUFF RD BENTON  
PARCEL: 32 -08 -024-03,000

YEAR	BILL ROLL	AMOUNT	INTEREST	-----PENDING----- COSTS	TOTAL AMOUNT DUE
2017	PRIM	2,124.08	28.41	0.00	2,152.49
2018	PRIM	2,013.39	29.75	30.00	2,073.14
TOTAL DUE :					\$4,225.63

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: April , 2019

THIS IS TO CERTIFY THAT, ACCORDING TO OUR RECORDS, TAX LIENS AS OF  
DECEMBER 31, 2018

REQUESTED BY:

COLUMBIA COUNTY SHERIFF



# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

**Service Details:**

**Category:** Real Estate Sale - Posting - Sale Bill

**Manner:** < Not Specified >

**Notes:** SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
SHERIFF'S SALE BILL

**Zone:**

**Warrant:**

**Serve To:**

**Name:** (POSTING)

**Primary Address:** 282 KEARKRUFF ROAD  
BENTON, PA 17814

**Phone:** **DOB:**

**Alternate Address:**

**Phone:**

**Final Service:**

**Served:** Personally · Adult In Charge · Posted · Other

**Adult In Charge:**

**Relation:**

**Date:** 2/11/19

**Time:** 2:00 P

**Deputy:** 8

**Mileage:**

**Attorney / Originator:**

**Name:** HARDING, HILL & TUROWSKI, LLP

**Phone:** (570) 784-6770

**Service Attempts:**

**Date:**

**Time:**

**Mileage:**

**Deputy:**

**Service Attempt Notes:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

(POSTING)

2018CV1313

282 KEARKRUFF ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBYN L ROBERTS (et al.)

Case Number  
2018CV1313

## SHERIFF'S RETURN OF SERVICE

01/10/2019 06:19 PM - DEPUTY MICHAEL BEYER, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: KATHLEEN B ROBERTS AT 151 MARR ROAD, BENTON, PA 17814.

Michael Beyer  
MICHAEL BEYER, DEPUTY

SO ANSWERS,

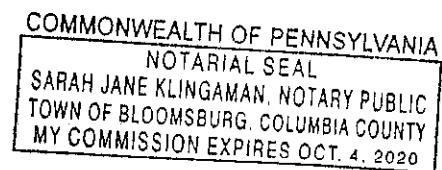
Timothy T. Chamberlain  
TIMOTHY T. CHAMBERLAIN, SHERIFF

January 11, 2019

NOTARY

Affirmed and subscribed to before me this

11TH day of JANUARY, 2019



Sarah Jane Klingaman

Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

(c) CountySuits Sheriff, Teleosoft, Inc.

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy

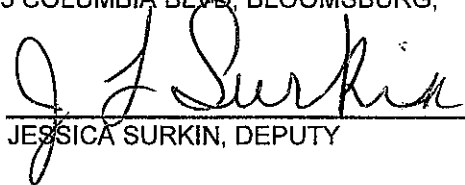


FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBYN L ROBERTS (et al.)

Case Number  
2018CV1313

## SHERIFF'S RETURN OF SERVICE

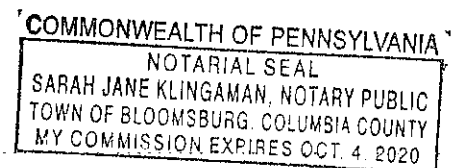
01/22/2019 10:07 AM - DEPUTY JESSICA SURKIN, BEING DULY SWORN ACCORDING TO LAW, SERVED THE REQUESTED NOTICE OF SALE, WRIT OF EXECUTION AND DEBTOR'S RIGHTS BY "PERSONALLY" HANDING A TRUE COPY TO A PERSON REPRESENTING THEMSELVES TO BE THE DEFENDANT, TO WIT: ANDREW R ROBERTS AT MAHINDRA TRACTOR, 2605 COLUMBIA BLVD, BLOOMSBURG, PA 17815.

  
JESSICA SURKIN, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

January 23, 2019



### NOTARY

Affirmed and subscribed to before me this

23RD day of JANUARY, 2019



Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

(c) CountySuite Sheriff, TeleScrip, Inc.

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy




FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBYN L ROBERTS (et al.)

Case Number  
2018CV1313

## SHERIFF'S RETURN OF SERVICE

02/11/2019 02:00 PM - DEPUTY JESSICA SURKIN, BEING DULY SWORN ACCORDING TO LAW, STATES SERVICE WAS PERFORMED BY POSTING A TRUE COPY OF THE REQUESTED HANDBILL UPON THE REAL ESTATE LOCATED AT 282 KEARKRUFF ROAD, BENTON, PA 17814.

  
JESSICA SURKIN, DEPUTY

SO ANSWERS,

  
TIMOTHY T. CHAMBERLAIN, SHERIFF

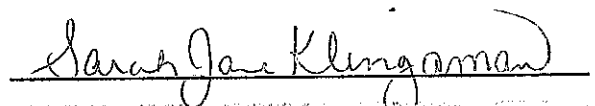
February 12, 2019

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
SARAH JANE KLINGAMAN, NOTARY PUBLIC  
TOWN OF BLOOMSBURG, COLUMBIA COUNTY  
MY COMMISSION EXPIRES OCT 4, 2020

### NOTARY

Affirmed and subscribed to before me this

12TH day of FEBRUARY, 2019



Plaintiff Attorney: HARDING, HILL & TUROWSKI, LLP, 38 West Third Street, Bloomsburg, PA 17815

(c) CountySuite Sheriff, Teleosoft, Inc.

COUNTY OF COLUMBIA  
TAX CLAIM BUREAU  
PO BOX 380  
BLOOMSBURG PA 17815  
REAL ESTATE TAX LIEN CERTIFICATE

DATE:07-FEB-19

FEE:\$5.00

CERT. NO33660

ROBERTS RICHARD J & SUSAN E  
282 KEARKUFF ROAD  
BENTON PA 17814

DISTRICT: SUGARLOAF TWP  
DEED 20001-0313  
LOCATION: 282 KEARKUFF RD BENTON  
PARCEL: 32 -08 -024-03,000

YEAR	BILL ROLL	AMOUNT	INTEREST	PENDING-COSTS	TOTAL AMOUNT DUE
2017	PRIM	2,124.08	28.41	0.00	2,152.49
2018	PRIM	2,013.39	29.75	0.00	2,043.14
TOTAL DUE :					\$4,195.63

TAX CLAIM TOTAL AMOUNT DUE DURING THE MONTH OF: April ,2019

THIS IS TO CERTIFY THAT,ACCORDING TO OUR RECORDS,TAX LIENS AS OF  
DECEMBER 31, 2018

REQUESTED BY: COLUMBIA COUNTY SHERIFF  
-----

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 9

Manner: < Not Specified >

Expires:

Warrant:

### Notes:

SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

*Served @ Mahindra Transfor.*

*784-5151*

### Serve To:

Name: ANDREW R ROBERTS

Primary Address: 282 KEARKUFF ROAD  
BENTON, PA 17814

Phone:

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: 1/22/19

Time: 10:07

Deputy: 827

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

1/17/19

1:15p

8

1/18/19

12:25

8

### Service Attempt Notes:

1. House is empty
2. Works @ Northeast Mahindra

3.

4.

5.

6.

ROBERTS, ANDREW R

2018CV1313

282 KEARKUFF ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 9

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

*Olean N.Y.*

*Lives out of State!*

### Serve To:

Name: CARL R ROBERTS

Primary Address: 282 KEARKUFF ROAD  
BENTON, PA 17814

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date:

*4/22/19*

Time:

*12:21*

Deputy:

*8*

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

*1/17/19*

*1/18/19*

Time:

*1:5p*

*12:22a*

Mileage:

Deputy:

*8*

*8*

### Service Attempt Notes:

- House is empty
- 822 Garden Ave Olean NY 14760 (per JNet)
- 
- 
- 
- 

ROBERTS, CARL R

2018CV1313

282 KEARKUFF ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Notes: SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Zone: 9

Warrant:

### Serve To:

Name: OCCUPANT

Primary Address: 282 KEARKRUFF ROAD  
BENTON, PA 17814

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Relation:

Date: 11/17/19

Time: 11:22a

Deputy: 8

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1. House is empty

2.

3.

4.

5.

6.

OCCUPANT

2018CV1313

282 KEARKRUFF ROAD, BENTON, PA 17814

NO EXPIRATION



# PRESS ENTERPRISE

3185 Lackawanna Ave  
Bloomsburg, PA 17815

Classifieds: (570) 784-6151  
Toll Free: 888-231-9767 ext 1299

Fax: (570) 784-6152

Proof of Ad 01/15/19

Account:

Name:

Company: TIM CHAMBERLAIN - COLUM COUNTY SHER

Address: PO BOX 380

BLOOMSBURG, PA 17815

Telephone: (570) 389-5622

Ad ID:	1157842
Description:	ROBYN ROBERTS SHER-
IFF SALE	
Run Dates:	02/27/19 to 03/13/19
Class:	2
Agate Lines:	345
Blind Box:	

<b>Total Ad Cost</b>	<b>\$2,082.00</b>			
<b>Amount Paid</b>	<b>\$0.00</b>			
<u>Publication</u>	<u>Start</u>	<u>Stop</u>	<u>Inserts</u>	<u>Cost</u>
Press Enterprise	02/27/19	03/13/19	3	\$2,082.00

**SHERIFF'S SALE**  
By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 201801313

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

WEDNESDAY, MARCH 20 13, 2018 AT 9:00 O'CLOCK A.M.

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

**PARCEL NO. 1:**  
ALL THAT CERTAIN piece, parcel and tract of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:  
BEGINNING at a natural and common corner with lands now or formerly of Richard L. and Nancy L. Shuster and in the centerline of Township Route No. 808; Thence along the centerline of said Township Route No. 808 the following bearing and distance: North 1 degree 07' 23" West, 116.23 feet to a metal (v) stake; Thence North 1 degree 45' 25" East, 78.53 feet to a metal (v) stake; Thence North 7 degrees 28' 51" East, 106.14 feet to a metal (v) stake; Thence North 12 degrees 32' 00" East, 87.32 feet to a Railroad spike (v); Thence North 18 degrees 44' 14" East, 151.40 feet to a Railroad Spike (v); in the centerline of said Township Route No. 808; Thence along lands now or formerly of Richard and Eileen Ruffing, South 78 degrees 46' 21" East, 280.53 feet to a metal (v) stake; corner with lands now or formerly of Ruth V. Marr; Thence along lands now or formerly of said Marr, South 8 degrees 14' 08" West, 415.69 feet to a metal (v) stake; corner with lands now or formerly of the estate of Richard L. and Nancy L. Shuster; Thence along lands now or formerly of said Shuster, South 83 degrees 12' 03" West, 280.80 feet to a metal (v) stake; the place of BEGINNING.

BEGINNING the same premises that Robyn L. Roberts, Administratrix of the Estate of Richard J. Roberts, Decedent, and Robyn L. Roberts, Widow, in her own right, and Carl R. Roberts, Single, and Kathleen B. Roberts, Single, and Andrew R. Roberts, Single, being all of the estate heirs of Richard J. Roberts, Decedent, by Deed dated June 7, 2018, and recorded with the Register and Recorder of Columbia County, Pennsylvania, on June 8, 2018, as Instrument Number 201802455, granted and conveyed unto Robyn L. Roberts, Widow. THIS subdivision was approved and "not for development" by the Columbia County Planning Commission on May 24, 1982. This parcel of ground may not be developed by the Grantee, their assigns or successors without first obtaining the written approval of the Columbia County Planning Commission pursuant to its review of a properly submitted application in conformance with the Columbia County Subdivision and Land Development Ordinance.

THIS DOCUMENT MAY NOT BE CONVEYED, TRANSFERRED, INDEMNIFIED OR INSURED THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL, AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR OBLIGATIONS OTHERWISE CREATED, TRANSMITTED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

PROPERTY ADDRESS: 2122 Kearsuff Road, Benton, PA, 17814  
PROPERTY IMPROVEMENT: 2.41 Acres  
TAX PARCEL NUMBER: 32-08-02459

**PARCEL NO. 2:**  
ALL THAT CERTAIN parcel of land, situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:  
BEGINNING at an iron pin located along Township Route No. 808, leading from Leggett Lane Route 190 to Leggett Lane Route 190A; Thence two hundred sixty-four feet East Northward (264.00 ft. E. N.E.) to an iron pin; Thence South-Southwest one hundred and sixteen feet (166.00 ft. S. S.W.) to an iron pin; Thence West-Northwest two hundred and sixteen feet (166.00 ft. W. N.W.) to an iron pin;  
Along Township Route 808, Thence along said road one hundred and sixteen feet (166.00 ft.) to the point of BEGINNING.

CONTAINING one acre (1.00 A.) more or less. Taken from lands now or formerly of Ernest H. Marr and Ruth Marr his wife. The land bounded by lands now or formerly of Ernest H. Marr and Ruth Marr his wife.

BEGINNING the same premises which Harry E. Rinner, Single, by Deed dated October 30, 2000, and recorded with the Register and Recorder of Columbia County on November 3, 2000, as Instrument No. 2000010313 granted and conveyed unto Richard J. Roberts and Susan E. Roberts, Husband and Wife, Thence and

Susan E. Roberts died on April 15, 2007, whereby the estate in Richard J. Roberts is surviving tenant by the entirety.

PROPERTY ADDRESS: 2122 Kearsuff Road, Benton, PA, 17814  
PROPERTY IMPROVEMENT: Single Family Dwelling - 1 Acre  
TAX PARCEL NUMBER: 32-08-02463  
PROPERTY ADDRESS: 2122 Kearsuff Road, Benton, PA, 17814

Said and taken into possession to be sold as the property of ROBYN L. ROBERTS, ROBYN L. ROBERTS/ADMINISTRATRIX OF RICHARD ROBERTS, CARL R. ROBERTS, ANDREW R. ROBERTS, KATHLEEN B. ROBERTS in suit of FIRST COLUMBIA BANK & TRUST CO.

TERMS OF SALE: MINIMUM PAYMENT AT TIME OF SALE: The greater of ten (10%) percent of the bid price or costs (excluding bid or 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 BIDDERS 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 to retain the bid price for the balance due and forfeit a portion 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 default all sums paid by the bidder will be considered forfeited and 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. If possible to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representative of the plaintiff.

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, Pennsylvania

Attorney for the Plaintiff:  
HARRINGTON, HILL & TURDOVSKI LLP  
Bloomsburg, PA (570) 784-6170

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 9

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: Columbia County Tax Office

Primary Address: PO Box 380  
Bloomsburg, PA 17815

Phone: 570-389-5649

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally - Adult In Charge - Posted - Other

Adult In Charge:

SHERY EVANS

Relation:

Clerk

Date:

1-16-19

Time:

0905

Deputy:

4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

COLUMBIA COUNTY TAX C

2018CV1313

PO BOX 380, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

<b>Category:</b>	Real Estate Sale - Sale Notice	<b>Zone:</b>	9
<b>Manner:</b>	< Not Specified >	<b>Expires:</b>	
<b>Notes:</b>	SALE DATE & TIME: 03/20/2019 AT 9:00 AM PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS		

### Serve To:

<b>Name:</b>	Domestic Relations Office of Columbia Co
<b>Primary Address:</b>	11 WEST MAIN STREET 2ND FLOOR Bloomsburg, PA 17815
<b>Phone:</b>	DOB:
<b>Alternate Address:</b>	
<b>Phone:</b>	

### Final Service:

<b>Served:</b>	Personally · <u>Adult In Charge</u> · Posted · Other		
<b>Adult In Charge:</b>	CLAUDIA ROPER		
<b>Relation:</b>	CLERK		
<b>Date:</b>	1/16/19	<b>Time:</b>	0912
<b>Deputy:</b>	CL	<b>Mileage:</b>	

### Attorney / Originator:

<b>Name:</b> HARDING, HILL & TUROWSKI, LLP	<b>Phone:</b> (570) 784-6770
--	------------------------------

### Service Attempts:

<b>Date:</b>						
<b>Time:</b>						
<b>Mileage:</b>						
<b>Deputy:</b>						

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

DOMESTIC RELATIONS OF 2018CV1313 11 WEST MAIN STREET, 2ND FLOOR, BLOOMSBURG, P NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 9

Manner: < Not Specified >

Expires:

Warrant:

Notes: SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: DEANNA PEALER  
Primary Address: 128 WEST MAIN STREET  
BLOOMSBURG, PA 17815

Phone: DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally - Adult In Charge - Posted - Other

Adult In Charge:

CHRISTINA HOLVEY

Relation:

Legal Asst.

Date:

1/16/19

Time:

1431

Deputy:

4

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

PEALER, DEANNA

2018CV1313

128 WEST MAIN STREET, BLOOMSBURG, PA 17815

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff

Earl D. Mordan, Jr.  
Chief Deputy



FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Zone: 9

Manner: < Not Specified >

Expires:

Warrant:

Notes:

SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

### Serve To:

Name: KATHLEEN B ROBERTS

Primary Address: 151 MARR ROAD  
BENTON, PA 17814

Phone:

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally - Adult In Charge - Posted - Other

Adult In Charge:

Kathleen Roberts

Relation:

Def

Date:

1/10/19

Time:

6:19p

Deputy:

508

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

ROBERTS, KATHLEEN B

2018CV1313

151 MARR ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S OFFICE OF COLUMBIA COUNTY

Timothy T. Chamberlain  
Sheriff



Earl D. Mordan, Jr.  
Chief Deputy

FIRST COLUMBIA BANK & TRUST CO  
vs.  
ROBERTS, ROBYN L (et al.)

Case Number  
2018CV1313

## SERVICE COVER SHEET

### Service Details:

Category: Real Estate Sale - Sale Notice

Manner: < Not Specified >

Notes: SALE DATE & TIME: 03/20/2019 AT 9:00 AM  
PLAINTIFF NOTICE OF SHERIFF'S SALE AND DEBTOR'S RIGHTS

Zone: 9

Warrant:

### Serve To:

Name: Shirley E. Lockard

Primary Address: 541 Camp Lavigne Road  
Benton, PA 17814

Phone: 570-925-6817

DOB:

Alternate Address:

Phone:

### Final Service:

Served: Personally · Adult In Charge · Posted · Other

Adult In Charge:

Shirley Lockard

Relation:

Date:

1/10/19

Time:

6:30p

Deputy:

8 & 5

Mileage:

### Attorney / Originator:

Name: HARDING, HILL & TUROWSKI, LLP

Phone: (570) 784-6770

### Service Attempts:

Date:

Time:

Mileage:

Deputy:

### Service Attempt Notes:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

LOCKARD, SHIRLEY E.

2018CV1313

541 CAMP LAVIGNE ROAD, BENTON, PA 17814

NO EXPIRATION

# SHERIFF'S SALE

By Virtue of a Writ of Execution (Mortgage Foreclosure)  
No. 2018CV1313

Issued out of the Court of Common Pleas of Columbia County, Pennsylvania and to me directed, I will expose the following described property at public sale at the Columbia County Courthouse in the Town of Bloomsburg, County of Columbia, Commonwealth of Pennsylvania on:

**WEDNESDAY, MARCH 20, 2019**  
**AT 9:00 O'CLOCK A.M.**

All parties in interest and claimants are further notified that a proposed schedule of distribution will be on file in the Sheriff's Office no later than thirty (30) days after the date of the sale of any property sold hereunder, and distribution of the proceeds will be made in accordance with the schedule ten (10) days after said filing, unless exceptions are filed with the Sheriff's Office prior thereto.

**PARCEL NO. 1 :**

ALL THAT CERTAIN piece, parcel and tract of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rebar (set) common corner with lands now or formerly of Richard L. and Nancy L. Slusser and in the centerline of Township Route No. 808; Thence along the centerline of said Township Route No. 808 the following bearing and distances: North 1 degree 07' 26" West, 116.23 feet to a rebar (set); Thence North 1 degree 45' 26" East, 78.53 feet to a rebar (set); Thence North 7 degrees 28' 56" East, 106.14 feet to a rebar (set); Thence North 13 degrees 33' 05" East, 87.32 feet to a Railroad spike (set); Thence North 18 degrees 44' 14" East, 151.40 feet to a Railroad Spike (set) in the centerline of said Township Route No. 808; Thence along lands now or formerly of Richard and Edith Rehling, South 74 degrees 48' 21 " East, 280.53 feet to a rebar (set) common corner with lands now or formerly of Ruth V. Marr; Thence along lands now or formerly of said Marr, South 9 degrees 14' 08" West, 456.69 feet to a rebar (set) common corner with lands now or formerly of the aforesaid Richard L. and Nancy L. Slusser; Thence along lands now or formerly of said Slusser, South 89 degrees 12' 08" West, 280.50 feet to a rebar, the place of BEGINNING.

BEING the same premises that Robyn L. Roberts, Administratrix of the Estate of Richard J. Roberts, Deceased, and Robyn L. Roberts, Widow, in her own right, and Carl R. Roberts, Single, and Kathleen B. Roberts, Single, and Andrew R. Roberts, Single, being all of the intestate heirs of Richard J. Roberts, Deceased, by Deed dated June 7, 2018, and recorded with the Register and Recorder of Columbia County, Pennsylvania, on June 8, 2018, to Instrument Number 201804265, granted and conveyed unto Robyn L. Roberts, Widow.

THIS subdivision was approved "not for development" by the Columbia County Planning Commission on May 24, 1982. This parcel of ground may not be developed by the Grantees, their assigns or successors without first obtaining the written approval of the Columbia County Planning Commission pursuant to its review of a properly submitted application in conformance with the Columbia County Subdivision and Land Development Ordinance.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH

COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND.

THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

PROPERTY ADDRESS: 282 Kearkuff Road, Benton, PA, 17814

PROPERTY IMPROVED: Vacant Land — 3.41 Acres

TAX PARCEL NUMBER: 32-08-024-09

**PARCEL NO. 2:**

ALL THAT CERTAIN parcel of land, situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located along Township Road No. 808, leading from Legislative Route 19016 to Legislative Route 19074; Thence two hundred sixty-four feet East Northeast (264.00 ft. E. NE.) to an iron pin; Thence South Southwest one hundred sixty-five feet (S. SW. 165.00 ft) to an iron pin; Thence West Northwest two hundred sixty-four feet (W. NW. 264.00 ft) to an iron pin along Township Route 808; Thence along said road one hundred sixty-five feet (165.00 ft.) to the point of BEGINNING.

CONTAINING one acre (1.00 A.) more or less. Taken from lands now or formerly of Ezekiel H. Marr and Ruth Marr, his wife. This land bounded by lands now or formerly of Ezekiel H. Marr and Ruth Marr, his wife.

BEING the same premises which Harry E. Renner, Single, by Deed dated October 30, 2000, and recorded with the Register and Recorder of Columbia County on November 3, 2000, to

Instrument No. 200010313, granted and conveyed unto Richard J. Roberts and Susan E. Roberts, Husband and Wife. The said Susan E. Roberts died on April 16, 2007, whereby title vested in Richard J. Roberts as surviving tenant by the entireties.

PROPERTY ADDRESS: 282 Kearkuff Road, Benton, PA, 17814

PROPERTY IMPROVED: Single Family Dwelling — 1 Acre

TAX PARCEL NUMBER: 32-08-024-03

PROPERTY ADDRESS: 282 KEARKRUFF ROAD, BENTON, PA 17814

UPI / TAX PARCEL NUMBER: 32-08-024-03

Seized and taken into execution to be sold as the property of ROBYN L ROBERTS, ROBYN L ROBERTS/  
ADMINISTRATRIX OF RICHARD ROBERTS, CARL R ROBERTS, ANDREW R ROBERTS, KATHLEEN B ROBERTS in  
suit of FIRST COLUMBIA BANK & TRUST CO.

---

**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 to either 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 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. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representation of the plaintiff.

Attorney for the Plaintiff:  
HARDING, HILL & TUROWSKI, LLP  
Bloomsburg, PA (570) 784-6770

**TIMOTHY T. CHAMBERLAIN, Sheriff**  
COLUMBIA COUNTY, Pennsylvania



# REAL ESTATE OUTLINE

ED # 2019 ED 9

DATE RECEIVED 1-10-2019  
DOCKET AND INDEX 2018 CV 1313

## CHECK FOR PROPER INFO.

WRIT OF EXECUTION	<u>X</u>	
COPY OF DESCRIPTION	<u>X</u>	
WHEREABOUTS OF LKA	<u>X</u>	
NON-MILITARY AFFIDAVIT	<u>X</u>	
NOTICES OF SHERIFF SALE	<u>X</u>	
WAIVER OF WATCHMAN	<u>X</u>	
AFFIDAVIT OF LIENS LIST	<u>X</u>	
CHECK FOR \$1,350.00 OR _____	<u>X</u>	CK# <u>103207</u>

**\*\*IF ANY OF ABOVE IS MISSING DO NOT PROCEED\*\***

SALE DATE March 20<sup>th</sup> TIME 9:00  
POSTING DATE \_\_\_\_\_  
ADV. DATES FOR NEWSPAPER 1<sup>ST</sup> WEEK \_\_\_\_\_  
2<sup>ND</sup> WEEK \_\_\_\_\_  
3<sup>RD</sup> WEEK \_\_\_\_\_

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, :

CIVIL ACTION

VS. :

MORTGAGE FORECLOSURE

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

J. Roberts, a/k/a Richard Joseph Roberts, :

DEFENDANT. :

NO. 2018 - CV - 1313

2019-ED-9

**PRAECIPE FOR WRIT OF EXECUTION**

**TO THE PROTHONOTARY:**

Issue Writ of Execution in the above captioned matter:

Balance of Principal as of October 24, 2018,	\$62,516.55
Accrued but unpaid interest from February 14,	
2018, through October 24, 2018	
(\$8.2111956 per diem)	\$ 1,831.10
Late charges to-date	\$ 388.20
Appraisal	\$ 400.00
Title Search	\$ 282.00
Columbia County Prothonotary	\$ 134.75
Attorneys' fees	\$ 3,500.00
<b>TOTAL</b>	<b>\$69,052.60</b>

Plus costs.

See attached description.

  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

(570) 784-6770

Attorney ID #30004

FILED  
PROTHONOTARY  
2019 JAN 10 A 9:12  
CLERK OF COURTS  
COUNTY OF COLUMBIA

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

VS. :

MORTGAGE FORECLOSURE

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 - CV - 1313

DEFENDANT. :

2019-ED-9

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the

*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the*

*Appellate and Trial Courts* that require filing confidential information and documents differently

than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP

  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**  
**Attorney ID #30004**

**Attorney for Plaintiff**

---


IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :  
PLAINTIFF, : CIVIL ACTION  
:   
VS. : MORTGAGE FORECLOSURE  
:   
ROBYN L. ROBERTS, Individually and as :  
Administratrix of the Estate of Richard :  
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313  
DEFENDANT. :

**WAIVER OF WATCHMAN**

Any Deputy Sheriff levying upon or attaching any property under the within Writ may leave same without a watchman, in custody of whoever is found in possession, after notifying each person of such levy or attachment, without liability on the part of such Deputy or the Sheriff to any Plaintiff herein for any loss, destruction or removal of such property before the Sheriff's Sale thereof.

HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
(570) 784-6770  
Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**  
**Attorney ID #30004**

**Attorney for Plaintiff**

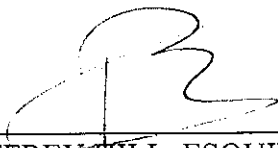
IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :  
PLAINTIFF, : CIVIL ACTION  
: :  
VS. : MORTGAGE FORECLOSURE  
: :  
ROBYN L. ROBERTS, Individually and as :  
Administratrix of the Estate of Richard :  
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313  
DEFENDANT. :

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the  
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the  
Appellate and Trial Courts* that require filing confidential information and documents differently  
than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770  
Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

---

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

VS.

: MORTGAGE FORECLOSURE

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

DEFENDANT. :

**WRIT OF EXECUTION**

**NOTICE**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that you may have the right to prevent or delay the Sheriff's Sale by filing, before this Sale, a petition with the Court to open or strike the judgment against you or to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened, the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the Plaintiff has a valid claim to foreclose the mortgage.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered

before twenty (20) days after service or in certain other events. To exercise this right, you would have to file a petition with the Court to strike the judgment.

In addition, you may have the right to petition to set aside the sale for: (1) grossly inadequate price; (2) lack of competitive bidding by agreement; (3) irregularities in sale; or (4) fraud. To exercise this right, you should file a petition with the Court after the Sale and before the Sheriff has delivered his deed to the property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

North Penn Legal Services  
168 E. 5th Street  
Bloomsburg, PA 17815  
570-784-8760

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

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

VS.

: MORTGAGE FORECLOSURE

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

DEFENDANT. :

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the  
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the  
Appellate and Trial Courts* that require filing confidential information and documents differently  
than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP

  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004



ALL THE RIGHT, TITLE, AND INTEREST OF THE DEFENDANTS IN AND TO:

**PARCEL NO. 1:**

**ALL THAT CERTAIN** piece, parcel and tract of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a rebar (set) common corner with lands now or formerly of Richard L. and Nancy L. Slusser and in the centerline of Township Route No. 808; Thence along the centerline of said Township Route No. 808 the following bearing and distances: North 1 degree 07' 26" West, 116.23 feet to a rebar (set); Thence North 1 degree 45' 26" East, 78.53 feet to a rebar (set); Thence North 7 degrees 28' 56" East, 106.14 feet to a rebar (set); Thence North 13 degrees 33' 05" East, 87.32 feet to a Railroad spike (set); Thence North 18 degrees 44' 14" East, 151.40 feet to a Railroad Spike (set) in the centerline of said Township Route No. 808; Thence along lands now or formerly of Richard and Edith Rehling, South 74 degrees 48' 21" East, 280.53 feet to a rebar (set) common corner with lands now or formerly of Ruth V. Marr; Thence along lands now or formerly of said Marr, South 9 degrees 14' 08" West, 456.69 feet to a rebar (set) common corner with lands now or formerly of the aforesaid Richard L. and Nancy L. Slusser; Thence along lands now or formerly of said Slusser, South 89 degrees 12' 08" West, 280.50 feet to a rebar, the place of **BEGINNING**.

**BEING** the same premises that Robyn L. Roberts, Administratrix of the Estate of Richard J. Roberts, Deceased, and Robyn L. Roberts, Widow, in her own right, and Carl R. Roberts, Single, and Kathleen B. Roberts, Single, and Andrew R. Roberts, Single, being all of the intestate heirs of Richard J. Roberts, Deceased, by Deed dated June 7, 2018, and recorded with the Register and Recorder of Columbia County, Pennsylvania, on June 8, 2018, to Instrument Number 201804265, granted and conveyed unto Robyn L. Roberts, Widow.

**THIS** subdivision was approved "not for development" by the Columbia County Planning Commission on May 24, 1982. This parcel of ground may not be developed by the Grantees, their assigns or successors without first obtaining the written approval of the Columbia County Planning Commission pursuant to its review of a properly submitted application in conformance with the Columbia County Subdivision and Land Development Ordinance.

**THIS DOCUMENT** MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.

**PROPERTY ADDRESS:** 282 Kearkuff Road, Benton, PA, 17814

**PROPERTY IMPROVED:** Vacant Land – 3.41 Acres

**TAX PARCEL NUMBER:** 32-08-024-09

**PARCEL NO. 2:**

**ALL THAT CERTAIN** parcel of land, situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at an iron pin located along Township Road No. 808, leading from Legislative Route 19016 to Legislative Route 19074; Thence two hundred sixty-four feet East Northeast (264.00 ft. E. NE.) to an iron pin; Thence South Southwest one hundred sixty-five feet (S. SW. 165.00 ft) to an iron pin; Thence West Northwest two hundred sixty-four feet (W. NW. 264.00 ft) to an iron pin along Township Route 808; Thence along said road one hundred sixty-five feet (165.00 ft.) to the point of **BEGINNING**.

**CONTAINING** one acre (1.00 A.) more or less. Taken from lands now or formerly of Ezekiel H. Marr and Ruth Marr, his wife. This land bounded by lands now or formerly of Ezekiel H. Marr and Ruth Marr, his wife.

**BEING** the same premises which Harry E. Renner, Single, by Deed dated October 30, 2000, and recorded with the Register and Recorder of Columbia County on November 3, 2000, to Instrument No. 200010313, granted and conveyed unto Richard J. Roberts and Susan E. Roberts, Husband and Wife. The said Susan E. Roberts died on April 16, 2007, whereby title vested in Richard J. Roberts as surviving tenant by the entireties.

**PROPERTY ADDRESS:** 282 Kearkuff Road, Benton, PA, 17814

**PROPERTY IMPROVED:** Single family dwelling – 1 Acre

**TAX PARCEL NUMBER:** 32-08-024-03

SEIZED AND TAKEN in execution as the property of Robyn L. Roberts, Individually and as Administratrix of the Estate of Richard J. Roberts, a/k/a Richard Joseph Roberts, at the suit of First Columbia Bank & Trust Co. vs. Robyn L. Roberts, Individually and as Administratrix of the Estate of Richard J. Roberts, a/k/a Richard Joseph Roberts.

NOTICE IS HEREBY GIVEN to all claimants and parties in interest, that the Sheriff will, not later than thirty (30) days after the sale, file a Schedule of Distribution in his office where the same will

be available for inspection and the distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

**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 defaults to pay the bid price as per the above terms, the Sheriff may elect to either 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 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. If proceeds are payable to the Plaintiff, the proceeds check will be payable to Plaintiff, unless the Columbia County Sheriff's Office receives advance written notice otherwise, signed by an authorized representative of the Plaintiff.

Attorney for the Plaintiff:  
P. JEFFREY HILL, ESQUIRE  
Harding, Hill & Turowski, LLP  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770, Ext. 211

TIMOTHY T. CHAMBERLAIN, Sheriff  
COLUMBIA COUNTY, PA  
[www.sheriffofcolumbiacounty.com](http://www.sheriffofcolumbiacounty.com)

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

---

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

:

VS.

:

: MORTGAGE FORECLOSURE

:

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

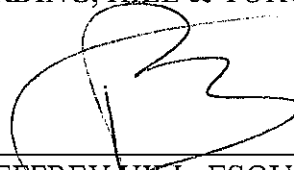
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

DEFENDANT. :

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the  
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the  
Appellate and Trial Courts* that require filing confidential information and documents differently  
than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP



---

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

**Attorney for Plaintiff**

FIRST COLUMBIA BANK & TRUST CO. :  
 PLAINTIFF, : CIVIL ACTION  
 :  
 VS. : MORTGAGE FORECLOSURE  
 :  
 ROBYN L. ROBERTS, Individually and as :  
 Administratrix of the Estate of Richard :  
 J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313  
 DEFENDANT. :

I, P. JEFFREY HILL, Esquire, Attorney for Plaintiff in the above-captioned matter, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in Benton, Sugarloaf Township, Columbia County, Pennsylvania. (See attached description)

Richard J. Roberts, Deceased  
282 Kearkuff Road  
Benton, PA 17814

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

Robyn L. Roberts, Individually  
822 Garden Avenue  
Olean, NY 14760-3712

Robyn L. Roberts, Administratrix of the  
Estate of Richard J. Roberts, a/ka/  
Richard Joseph Roberts  
822 Garden Avenue  
Olean, NY 14760-3712

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

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

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

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

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

None.

**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:**

First Columbia Bank & Trust Co.  
232 East Street  
Bloomsburg, PA 17815

Columbia County Tax Claim Bureau  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

✓ Raegayle, LLC  
Citrus Energy Corporation  
61 McMurray Road  
Pittsburgh, PA 15241

✓ Citrus Energy Corporation  
399 Perry Street, Suite 203  
Castle Rock, CO 80104

**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:**

✓ Carl R. Roberts  
282 Kearkuff Road  
Benton, PA 17814

, Kathleen B. Roberts  
151 Marr Road  
Benton, PA 17814

✓ Andrew R. Roberts  
282 Kearkuff Road  
Benton, PA 17814


Pennsylvania Department of Revenue  
Bureau of Individual Taxes  
Inheritance Tax Division  
P. O. Box 280601  
Harrisburg, PA 17128-0601

Pennsylvania Department of Revenue  
Bureau of Individual Taxes  
Post Assessment Review Unit  
P. O. Box 280601  
Harrisburg, PA 17128-0601

, Deanna R. Pealer, Esquire  
Attorney for Estate of Richard J. Roberts  
128 W. Main Street  
Bloomsburg, PA 17815

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.

HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

(570) 784-6770

Attorney ID #30004

Dated: \_\_\_\_\_

1/7/19



**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**  
**Attorney ID #30004**

**Attorney for Plaintiff**


IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :  
PLAINTIFF, : CIVIL ACTION  
: :  
VS. : MORTGAGE FORECLOSURE  
: :  
ROBYN L. ROBERTS, Individually and as :  
Administratrix of the Estate of Richard :  
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313  
DEFENDANT. :

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the  
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the*  
*Appellate and Trial Courts* that require filing confidential information and documents differently  
than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770  
Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

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: MORTGAGE FORECLOSURE

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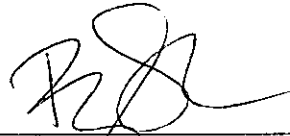
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

DEFENDANT. :

**AFFIDAVIT OF NON-MILITARY SERVICE OF DEFENDANTS**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF COLUMBIA :

I, BENJAMIN J. CLARK, Vice President & Loan Operations Manager for First Columbia Bank & Trust Co, being duly sworn according to law, depose and say that I did, investigate the status of Defendant, Robyn L. Roberts, with regard to the Soldiers' and Sailors' Civil Relief Act of 1940; and that I made such investigation personally. And your affiant avers that Defendant, Robyn L. Roberts, is not now, nor was Defendant, Robyn L. Roberts, within a period of three (3) months last, in the military or naval service of the United States within the purview of the aforesaid Soldiers' and Sailors' Relief Act of 1940.



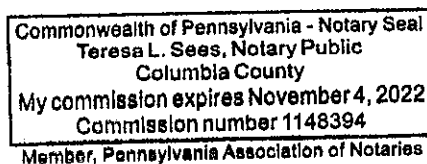
BENJAMIN J. CLARK, Vice President & Loan  
Operations Manager for First Columbia Bank &  
Trust Co.

SWORN to and SUBSCRIBED  
before me this 9<sup>TH</sup> day of  
JANUARY, 2019.



NOTARY PUBLIC

My Commission Expires:



**HARDING, HILL & TUROWSKI, LLP**  
**P. Jeffrey Hill, Esquire**  
**38 West Third Street**  
**Bloomsburg, PA 17815**  
**570-784-6770**  
**Attorney ID #30004**

**Attorney for Plaintiff**


IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
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FIRST COLUMBIA BANK & TRUST CO. :  
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HARDING, HILL & TUROWSKI, LLP

  
\_\_\_\_\_  
P. JEFFREY HILL, ESQUIRE  
Attorney for Plaintiff  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770  
Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
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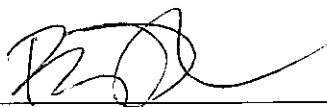
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DEFENDANT. :

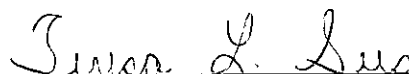
**AFFIDAVIT OF WHEREABOUTS**

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF COLUMBIA :

BENJAMIN J. CLARK, Vice President & Loan Operations Manager for First Columbia Bank & Trust Co., being duly sworn according to law, deposes and says that he makes this Affidavit on behalf of the Plaintiff, being authorized to do so, and that he knows of his own personal knowledge, and therefore avers that Defendant, Robyn L. Roberts, at the time that judgment was entered, the Defendant's place of residence was 822 Garden Avenue, Olean, New York, 14760-3712.

  
BENJAMIN J. CLARK, Vice President & Loan  
Operations Manager for First Columbia Bank &  
Trust Co.

Sworn to and Subscribed  
before me this 9<sup>TH</sup> day  
of JANUARY, 2019.



NOTARY PUBLIC

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal  
Teresa L. Sees, Notary Public  
Columbia County  
My commission expires November 4, 2022  
Commission number 1148394  
Member, Pennsylvania Association of Notaries

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

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COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

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VS.

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HARDING, HILL & TUROWSKI, LLP



---

P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004

## **LEGAL DESCRIPTION**

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**PROPERTY ADDRESS:** 282 Kearkuff Road, Benton, PA, 17814

**PROPERTY IMPROVED:** Single Family Dwelling – 1 Acre

**TAX PARCEL NUMBER:** 32-08-024-03



**COUNTY OF COLUMBIA  
RECORDER OF DEEDS  
Beverly J. Michael, Recorder  
35 West Main Street  
Bloomsburg, PA 17815**

Instrument Number - 201112090  
Recorded On 12/30/2011 At 9:28:03 AM  
\* Instrument Type - MORTGAGE  
Invoice Number - 162531  
\* Mortgagor - ROBERTS, RICHARD J  
\* Mortgagee - FIRST COLUMBIA BANK & TRUST CO  
User - TSA

\* Total Pages - 12

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$23.50
AFFORDABLE HOUSING	\$27.50
RECORDING FEES -	\$27.50
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$84.00

**This is a certification page**

**DO NOT DETACH**

**This page is now part  
of this legal document.**

**RETURN DOCUMENT TO:  
BOX FIRST COLUMBIA**

I hereby CERTIFY that this document is  
recorded in the Recorder's Office of  
Columbia County, Pennsylvania.



*Beverly J. Michael*

Beverly J. Michael  
Recorder of Deeds

\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.



Prepared By: First Columbia Bank & Trust Co  
232 East Street  
Bloomsburg, PA 17815  
(570)784-1660

Return To: First Columbia Bank & Trust Co  
232 East Street  
Bloomsburg, PA 17815  
(570)784-1660

Parcel Number: 32-08-024-09 & 32-08-024-03

Premises: 282 Keafkuff Rd, Benton, PA 17814

— Commonwealth of Pennsylvania ——— Space Above This Line For Recording Data ———

## OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 12-22-2011..... The parties and their addresses are:

**MORTGAGOR:**

Richard J. Roberts  
282 Kearkuff Rd  
Benton, PA 17814

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

**LENDER:**

FIRST COLUMBIA BANK & TRUST CO  
Organized and existing under the laws of the state of Pennsylvania  
232 EAST STREET  
BLOOMSBURG, PA 17815



2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The property is located in Columbia..... at 282 Keafkuff Rd  
(County)  
....., Benton....., Pennsylvania 17814  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 99,700.00.....  
This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

Note in the amount of \$99,700.00 dated December 22, 2011 in the names of Richard J Roberts and Robyn L Dimpfl

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or

incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required rescission notice.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.



**10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

**12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective until the Obligations are satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents directly to Lender after such recording, however Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

- 13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development (PUD), Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD.
- 14. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.
- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous



substance. Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

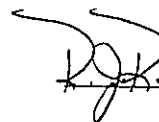
Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**18. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**19. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give



immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its



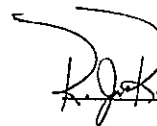
terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**24. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all.

**25. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**26. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☐ **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.
- ☐ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - ☐ Condominium Rider    ☐ Planned Unit Development Rider
  - ☐ Other .....
- ☐ **Additional Terms.**





## EXHIBIT "A"

ALL that certain piece, parcel and tract of land situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a rebar (set) common corner with lands of Richard L. and Nancy L. Slusser and in the centerline of Township Route No. 808;

THENCE along the centerline of said Township Route No. 808 the following bearing and distances: North 1 degree 07' 26" West, 116.23 feet to a rebar (set);

THENCE North 1 degree 45' 26" East 78.53 feet to a rebar (set);

THENCE North 7 degrees 28' 56" East, 106.14 feet to a rebar (set);

THENCE North 13 degrees 33' 05" East 87.32 feet to a Railroad spike (set);

THENCE North 18 degrees 44' 14" East, 151.40 feet to a Railroad Spike (set) in the centerline of said Township Route No. 808;

THENCE along lands of Richard and Edith Rehling, South 74 degrees 48' 21" East, 280.53 feet to a rebar (set) common corner with lands of Ruth V. Marr;

THENCE along lands of said Marr, South 9 degrees 14' 08" West, 456.69 feet to a rebar (set) common corner with lands of the aforesaid Richard L. and Nancy L. Slusser;

THENCE along lands of said Slusser, South 89 degrees 12' 08" West, 280.50 feet to a rebar, the place of beginning.

PARCEL #32-08-24-9

BEING the same premises which were conveyed to Joseph D. Visnefski by Deed from Dorothy M. Slusser, recorded in the Office for the Recording of Deeds in and for the County of COLUMBIA in Deed Book Volume 462, page 263. The said Joseph Visnefski died 12/8/98. His estate is filed to Register of Wills #19-990055 wherein the entire estate, real and personal was devised to Michalene Marchakitas who was also appointed as Executrix.

## EXHIBIT "A"

ALL THAT CERTAIN PARCEL of land, situate in Sugarloaf Township, Columbia County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pin located along Township Road No. 808, leading from Legislative Route 19016 to Legislative Route 19074; THENCE two hundred sixty-four feet East Northeast (264.00 ft. E. NE.) to an iron pin; THENCE South Southwest one hundred sixty-five feet (S. SW. 165.00 ft.) to an iron pin; THENCE West Northwest two hundred sixty-four feet (W. NW. 264.00 ft.) to an iron pin along Township Route 808; THENCE along said road one hundred sixty-five feet (165.00 ft.) to the point of BEGINNING.

CONTAINING one acre (1.00 A.) more or less. Taken from lands of Ezekiel H. Marr and Ruth Marr, his wife. This land bounded by lands of Ezekiel H. Marr and Ruth Marr, his wife.

BEING the same premises which Theresa M. Werner, by deed dated September 15, 1995 and recorded in Columbia County Record Book 608 at page 154, granted and conveyed unto Harry E. Renner, grantor herein.

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Richard J. Roberts ..... 12-22-11 .....  
(Signature) Richard J. Roberts (Date) (Signature) (Date)  
Tina M. Wood .....  
(Witness) (Witness)

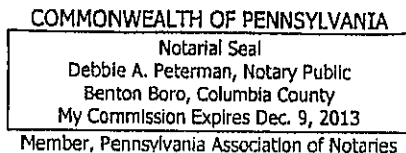
**ACKNOWLEDGMENT:**

COMMONWEALTH OF Pennsylvania....., COUNTY OF Columbia.....} ss.  
(Individual) On this, the 22nd..... day of December, 2011....., before me DEBBIE A. PETERMAN  
the undersigned officer, personally appeared Richard J. Roberts.....  
....., known to me (or satisfactorily  
proven) to be the person(s) whose name(s) is subscribed to the within instrument,  
and acknowledged that he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.  
My commission expires:

(Seal)

Debbie A. Peterman.....

Notary Public.....  
Title of Officer.....



It is hereby certified that the address of the Lender within named is: 232 EAST STREET, BLOOMSBURG, PA. 17815.....

Tina M. Wood.....  
TINA WOOD, ASSISTANT VICE PRESIDENT

# NOTE

12-22-2011

(Date)

BLOOMSBURG

(City)

Pennsylvania

(State)

282 Keafkuff Rd, Benton, PA 17814

(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$99,700.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is FIRST COLUMBIA BANK & TRUST CO, organized and existing under the laws of the state of Pennsylvania.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.800 %. Interest will be charged beginning on 12-28-2011.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

### (A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled:

☐ I will make payments of \$ each on the of each beginning on

☒ I will make payments as follows:

347 biweekly payments of \$388.27 beginning 01-11-2012 and 1 payment of \$384.30 on 04-30-2025.

☐ In addition to the payments described above, I will pay a "Balloon Payment" of \$ on . The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

### (B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My periodic payments will be applied as of its scheduled due date and will be applied to interest before Principal. If, on 04-30-2025, I still

owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my periodic payments at 232 EAST STREET, BLOOMSBURG, PA 17815

or at a different place if required by the Note Holder.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the periodic payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my periodic payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any periodic payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

The minimum late charge is

The maximum late charge is

(B) Default \$ 2.50

\$ 999.99

If I do not pay the full amount of each periodic payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

RLD

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(B) on page 1 of this Note or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 12-22-2011, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

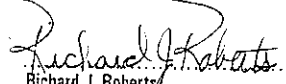
11. BALLOON PAYMENT DISCLOSURE

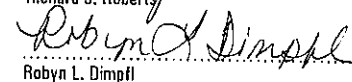
[Complete the Balloon Payment notice below if this Note provides for a Balloon Payment at Section 3(A) on page 1 of this Note.]

THIS LOAN IS PAYABLE IN FULL .....

..... I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 ..... (Seal)  
Richard J. Roberts -Borrower

 ..... (Seal)  
Robyn L. Dimpfl -Borrower

[Sign Original Only]

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

VS.

: MORTGAGE FORECLOSURE

ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

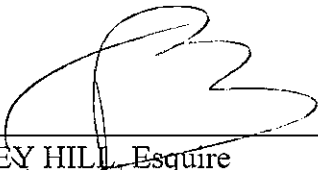
DEFENDANT. :

**CERTIFICATION TO SHERIFF**  
**AS TO THE SALE OF REAL ESTATE**

P. JEFFREY HILL, Esquire, hereby states that he is the attorney for the Plaintiff in the above captioned mortgage foreclosure action and further certifies that the property is:

<input type="checkbox"/>	FHA Mortgage
<input type="checkbox"/>	Tenant occupied
<input type="checkbox"/>	Vacant
<input type="checkbox"/>	Commercial
<input type="checkbox"/>	As a result of Complaint in Assumpsit
<input checked="" type="checkbox"/>	Act 6 and/or Act 91 complied with

This Certification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
P. JEFFREY HILL, Esquire  
Attorney for Plaintiff, First Columbia Bank  
& Trust Co.  
38 West Third Street  
Bloomsburg, PA 17815  
570-784-6770  
Attorney ID #30004

**HARDING, HILL & TUROWSKI, LLP**

**P. Jeffrey Hill, Esquire**

**38 West Third Street**

**Bloomsburg, PA 17815**

**570-784-6770**

**Attorney ID #30004**

**Attorney for Plaintiff**

---

IN THE COURT OF COMMON PLEAS OF THE 26<sup>TH</sup> JUDICIAL DISTRICT,  
COLUMBIA COUNTY BRANCH, PENNSYLVANIA

FIRST COLUMBIA BANK & TRUST CO. :

PLAINTIFF, : CIVIL ACTION

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ROBYN L. ROBERTS, Individually and as :

Administratrix of the Estate of Richard :

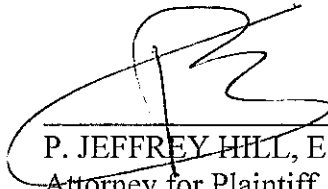
J. Roberts, a/k/a Richard Joseph Roberts, : NO. 2018 – CV – 1313

DEFENDANT. :

**CERTIFICATION**

I, P. Jeffrey Hill, Esquire, certify that this filing complies with the provisions of the  
*Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the  
Appellate and Trial Courts* that require filing confidential information and documents differently  
than non-confidential information and documents.

HARDING, HILL & TUROWSKI, LLP



P. JEFFREY HILL, ESQUIRE

Attorney for Plaintiff

38 West Third Street

Bloomsburg, PA 17815

570-784-6770

Attorney ID #30004



# HARDING, HILL & TUROWSKI LLP

## ATTORNEYS AT LAW

38 West Third Street | Bloomsburg, PA 17815  
570.784.6770 Telephone | 570.784.6075 Facsimile  
www.hhtlegal.com

January 10, 2019

Columbia County Sheriff's Department  
Columbia County Courthouse  
P. O. Box 380  
Bloomsburg, PA 17815

**RE: First Columbia Bank & Trust Co. vs. Robyn L. Roberts, Individually and as  
Administratrix of the Estate of Richard J. Roberts, a/k/a Richard Joseph Roberts,  
Columbia County – Mortgage Foreclosure – No. 2018-CV-1313**

Dear Sheriff:

This correspondence is to advise you that the Sheriff Sale documents must be served upon the Defendant twice, once as "Individually" and again as "Administratrix", as follows:

Robyn L. Roberts, Individually  
822 Garden Avenue  
Olean, NY 14760-3712

**AND AS:**

Robyn L. Roberts, Administratrix of the  
Estate of Richard J. Roberts, a/k/a  
Richard Joseph Roberts  
822 Garden Avenue  
Olean, NY 14760-3712

If you have any questions regarding the service of the documents please contact my office to discuss this matter.

Very truly yours,  
Harding, Hill & Turowski, LLP



P. Jeffrey Hill

PJH/ts



## Document Receipt

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Trans #	15083	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

ADMINISTRATIX OF RICHARD J.  
ROBERTS

ROBYN L. ROBERTS

822 GARDEN AVENUE

Tracking #: 71901140006000147603

Doc Ref #: 2019ED9

Postage 5.4200

OLEAN NY 14760

## Document Receipt

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Trans #	15082	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

ROBYN L. ROBERTS  
822 GARDEN AVENUE

WIDOW

Tracking #:	71901140006000147597
Doc Ref #:	2019ED9
Postage	5.4200

OLEAN NY 14760

## Document Receipt

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Trans #	15081	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

CITRUS ENERGY CORP

399 PERRY STREET

SUITE 203

CASTLE ROCK CO 80104

Tracking #: 71901140006000147580

Doc Ref #: 2019ED9

Postage 5.4200

## Document Receipt

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Trans #	15080	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

RAEGAYLE LLC

CITRUS ENERGY CORP

61 MCMURRAY ROAD

Tracking #: 71901140006000147573

Doc Ref #: 2019ED9

Postage 5.4200

PITTSBURGH PA 15241

## Document Receipt

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Trans #	15079	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

TECHNICAL SUPPORT GROUP

INTERNAL REVENUE  
SERVICE

600 ARCH STREET ROOM 3259

Tracking #: 71901140006000147566

Doc Ref #: 2019ED9

Postage 5.4200

PHILADELPHIA PA 19106

## Document Receipt

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Trans #	15078	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

PHILADELPHIA DISTRICT OFFICE

US SMALL BUSINESS  
ADMINISTRATION1150 FIRST AVENUE  
SUITE 1001

Tracking #: 71901140006000147559

Doc Ref #: 2019ED9

Postage 5.4200

KING OF PA 19406  
PRUSSIA

## Document Receipt

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Trans #	15077	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

OFFICE OF F.A.I.R.

DEPARTMENT OF PUBLIC  
WELFARE

PO BOX 8016

Tracking #: 71901140006000147542

Doc Ref #: 2019ED9

Postage 5.4200

HARRISBURG PA 17105

## Document Receipt

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Trans #	15076	Carrier / service:	USPS Server	First-Class Mail®	1/10/2019 12:00:00 AM
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Ship to:

DEPARTMENT OF REVENUE

COMMONWEALTH OF PA

DEPARTMENT 281230

Tracking #: 71901140006000147535

Doc Ref #: 2019ED9

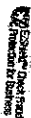
Postage 5.4200

HARRISBURG PA 17128





232 EAST STREET  
BLOOMSBURG, PA 17815



103207

PAY

TO THE  
ORDER OF

Columbia County Sheriff

\*\*\*\*\* ONE THOUSAND THREE HUNDRED FIFTY AND 00/100

DATE  
01/09/2019

AMOUNT  
\$1,350.00

MEMO

Roberts foreclosure

AUTHORIZED SIGNATURE

*Sharon A. Roeder*

⑈103207⑈ ⑈031305936⑈ 018⑈529⑈9⑈