

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the 21st day of FEBRUARY 1985, at 10:00 o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THE CITIZENS' NATIONAL BANK OF ASHLAND (Pennsylvania)

for the price or sum of Nine Hundred-Eight and 06/100 (\$908.06) plus Eighteen and 16/100 (\$18.16) Poundage ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Columbia County Sheriff's Dept.	Sale Cost	\$107.00	
	Poundage	<u>18.16</u>	
			\$125.16
Prothonotary of Columbia County			15.00
Recorder of Deeds of Columbia County			18.50
Press-Enterprise, Inc.			143.12
Henrie Printing			37.25
Col. Co. Tax Claim Bureau - Parcel No. 14-100-57 (1983 Del. Taxes, \$273.90)			
Clair E. Friday, Tax Collector, Conyngham Twp. (1984 Del. Taxes, 252.36)			526.26
State Treasurer (Surcharge Fee) (1985 Col. Co. ", 52.93)			52.93
			8.00

THE CITIZENS' NATIONAL BANK OF ASHLAND
 vs
 CHARLES R. NEVIUS and JODY L. NEVIUS, his wife
 NO. C.P. 135 - 1981
 NO. 66 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }
 22 FEBRUARY 1985

So answers

Victor B Vandling
 VICTOR B. VANBLINC Sheriff

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

The Citizens' National Bank
of Ashland

vs

Charles R. Nevius and Jody
L. Nevius, his wife

IN THE COURT OF COMMON PLEAS OF
COLUMBIA COUNTY, PENNSYLVANIA

No. C.P. 135 Term 19 ~~81~~
No. 66 Term 19 84 E.D.
No. Term 19 J.D.

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Columbia:

TO THE SHERIFF OF COLUMBIA COUNTY, PENNSYLVANIA

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

ALL THE SURFACE OF ALL THAT CERTAIN PIECE OR LOT OF LAND situate on the Westwardly side of Centre Street, Montana (Aristes), Conyngham Township, Columbia County, Pennsylvania, containing in front or width on the Westwardly side of said Centre Street of Thirty (30) feet, and extending back Westwardly of that width at right angles with said Centre Street in length or depth One Hundred and Forty (140) feet to a Twenty (20) feet wide alley; being the surface of all that certain lot known as and numbered on the map or plan of said Montana, as laid out by the Coal Ridge Improvement and Coal Company as Lot No. 7, Block No. 6, bounded on the North by Lot No. 6, same block, on the East by Centre Street aforesaid; on the South by Lot No. 8 same block; and on the West by the Twenty (20) feet wide alley aforesaid.

WITH THE APPURTENANCES consisting of a two and one half (2½) story detached frame dwelling and auxiliary buildings known as No. 414 Centre Street, Aristes, Conyngham Township, Columbia County, Pennsylvania.

TO BE SOLD as the property of Charles R. Nevius and Jody L. Nevius, his wife.

Amount Due	\$ <u>17,809.77</u>
Interest from	\$ _____
Total	\$ <u>17,809.77</u> Plus costs

as endorsed.

Tami B. Kleni
Prothonotary, Common Pleas Court of
Columbia County, Penna.

Dated December 20, 1984.
(SEAL)

By:

Deputy

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL ACTION-LAW

The Citizens' National Bank of Ashland	:	No. C.P. 135-1981
	:	
vs.	:	
	:	
Charles R. Nevius and Jody L. Nevius, his wife	:	Action to Foreclose Mortgage

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Charles R. Nevius and Jody L. Nevius, his wife:

NOTICE is hereby given that by virtue of the above captioned writ of execution, issued under the above captioned judgment, directed to the Sheriff of Columbia County, there will be exposed to public sale, by vendue or outcry to the highest and best bidder, for cash, in the Sheriff's Office, ^{Columbia County Courthouse,} Bloomsburg, Columbia County, Pennsylvania, on Thursday, FEBRUARY 21, 1985, at 10:00 A.M., all your right, title, and interest in and to:

ALL THE SURFACE OF ALL THAT CERTAIN PIECE OR LOT OF LAND situate on the Westwardly side of Centre Street, Montana (Aristes), Conyngham Township, Columbia County, Pennsylvania, containing in front or width on the Westwardly side of said Centre Street of Thirty (30) feet, and extending back Westwardly of that width at right angles with said Centre Street in length or depth One Hundred and Forty (140) feet to a Twenty (20) feet wide alley; being the surface of all that certain lot known as and numbered on the map or plan of said Montana, as laid out by the Coal Ridge Improvement and Coal Company as Lot No. 7, Block No. 6, bounded on the North by Lot No. 6, same block, on the East by Centre Street aforesaid; on the South by Lot No. 8 same block; and on the West by the Twenty (20) feet wide alley aforesaid.

WITH THE APPURTENANCES consisting of a two and one half (2½) story detached frame dwelling and auxiliary buildings known as No. 414 Centre Street, Aristes, Conyngham Township, Columbia County, Pennsylvania.

NOTICE is hereby given to all claimants and parties in interest that the

Sheriff will on February 12, 1985 file a Schedule of Distribution in his office, where the same will be available for inspection and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days.

SHERIFF OF COLUMBIA
COUNTY

Keith J. Strouse,
Attorney, for The
Citizens' National
Bank of Ashland

LIST OF LIENS

VERSUS

CHARLES R. NEVIUS and JODY L. NEVIUS

Court of Common Pleas of Columbia County, Pennsylvania.

CITIZENS' NATIONAL BANK OF ASHLAND

versus

JODY L. NEVIUS

No. 220 of Term, 1980
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 13, 1980
Nature of Lien Reimbursement Agreement

DEPT. OF PUBLIC WELFARE

versus

CHARLES R. NEVIUS

No. 1091 of Term, 1980
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien July 11, 1980
Nature of Lien Reimbursement Agreement

CLEVELAND C. HUMMEL

versus

CHARLES NEVIUS

No. 1489 of Term, 1980
Real Debt || \$ 855.88
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien Transcript of Judgment
Nature of Lien

CITIZENS' NATIONAL BANK OF ASHLAND

versus

CHARLES R. & JODY L. NEVIUS

No. 135 of Term, 1981
Real Debt || \$ 20,409.13
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien May 1, 1981
Nature of Lien DEFAULT JUDGMENT

DEPT. OF PUBLIC WELFARE

versus

CHARLES R. NEVIUS

No. 196 of Term, 1982
Real Debt || \$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien February 12, 1982
Nature of Lien Reimbursement Agreement

LIST OF LIENS

VERSUS

CHARLES R. NEVIUS and JODY L. NEVIUS

..... Court of Common Pleas of Columbia County, Pennsylvania.

Dept. of Public Welfare

versus

Jody L. Nevius

No. 88 of Term, 19 85..
Real Debt ||\$ 5,000.00
Interest from ||
Commission ||
Costs ||
Judgment entered
Date of Lien January 25, 1985
Nature of Lien Suggestion of Non Payment

versus

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

versus

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

versus

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

versus

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

State of Pennsylvania }
County of Columbia } ss.

Beverly J. Michael

I, ~~Frank Beishline~~, Recorder of Deeds, &c. in and for said County, do hereby certify that I have carefully examined the Indices of mortgages on file in this office against

Charles R. Nevius and Jody L. Nevius

and find as follows:

See Photostatic copy attached.

Fee ...\$5.00....

In testimony whereof I have set my hand and seal of office this 19th day of February A.D., 19 85

Beverly J. Michael
.....RECORDER

This Indenture, Made the

19th day of October in the year of our

Lord one thousand nine hundred and SEVENTY-EIGHT (1978).

Between CHARLES R. NEVIUS and JODY L. NEVIUS, his wife, of the Borough of Ashland, County of Schuylkill and State of Pennsylvania, hereinafter called mortgagors, parties of the first part

AND

THE CITIZENS NATIONAL BANK OF ASHLAND, a corporation duly organized under the laws of the United States, with its office in Ashland, Schuylkill County, Pennsylvania, hereinafter called mortgagee party of the other part:

Whereas, the said mortgagors in and by their Obligation or Writing obligatory under their hands and seals duly executed, bearing even date herewith, stand firmly bound unto the said mortgagee, its successors or assigns in the sum of THIRTY-EIGHT THOUSAND TWO HUNDRED and 00/100 (\$38,200.00) lawful money of the United States of America, conditioned for the payment of the just sum of NINETEEN THOUSAND ONE HUNDRED and 00/100 (\$19,100.00) DOLLARS lawful money as aforesaid,

within Fifteen (15) years from the date hereof, in payments of not less than \$196.59 per month, which payments are to be applied to interest as hereinafter specified and the balance thereof to be applied to principal.

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ Said interest to be at the rate of 9 1/2% per cent. per annum; and also all premiums paid by the said mortgagee, its successors

or Assigns, for maintaining an insurance against loss or damage by fire, to an amount not less than Nineteen Thousand One Hundred (\$19,100.00) Dollars, upon the premises hereinafter described, without any fraud or further delay; and for the production to the said mortgagee, its successors

or Assigns, on or before the first day of December of each and every year, of receipts for all taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises. Provided, however, and it is thereby expressly agreed, that if at any time default shall be made in the payment of principal or interest, for the space of thirty (30) days after the same or any part thereof shall fall due,

or in the payment of any premium of insurance as aforesaid, or in such production to mortgagee, its successors

or Assigns, on or before the first day of December of each and every year, of such receipts for such taxes, water and sewer rent charges of the current year upon the premises mortgaged, then and in such case the whole principal debt aforesaid Nineteen Thousand One Hundred (\$19,100.00) Dollars shall, at the option of the said

mortgagee, its successors or Assigns, become due and payable immediately; and payment of said principal sum or portion remaining unpaid and all interest thereon, may be enforced and recovered at once, anything therein contained to the contrary thereof notwithstanding. And Provided further, however, and it is thereby expressly agreed, that if at any time thereafter, by reason of any default in payment, either of said principal sum aforesaid, or portion remaining unpaid at maturity, or of said interest, or of premiums of insurance, or in production of said receipts for taxes, water and sewer rent charges within the time specified, a Writ of Execution is properly issued upon the judgment obtained upon said Obligation, or by virtue of said Warrant of Attorney, or a complaint or any other legal

proceeding is properly filed, based upon this Indenture of Mortgage, an attorney's commission for collection, viz.: **ten** per cent. shall be payable, and shall be recovered in addition to all principal, interest, and premiums of insurance then due, besides costs of suit, as in and by the said **above** recited Obligation and the Condition thereof, relation being thereunto had may more fully and at large appear.

Now this Indenture witnesseth, That the said **mortgagors**
as well for and in consideration
of the aforesaid debt or **principal** sum of **Nineteen Thousand One**
Hundred and 00/100 (\$19,100.00) Dollars

and for the better securing the payment of the same, with interest, unto the said **mortgagee, its**
successors or Assigns, in discharge of the said **above** recited Obligation
as for and in consideration of the further sum of **One Dollar** unto **them** in hand well and
truly paid by the said **mortgagee**

at and before the sealing and delivery hereof, the receipt whereof is hereby
acknowledged, **have** granted, bargained, sold, aliened, enfeoffed, released and confirmed,
and by these presents **do** grant, bargain, sell, alien, enfeoff, release and confirm
unto the said **mortgagee, its successors**
or Assigns.

ALL THE SURFACE OF ALL THAT CERTAIN PIECE OR LOT OF LAND
situate on the Westwardly side of Centre Street, Montana
(Aristes), Conyngham Township, Columbia County, Pennsylvania,
containing in front or width on the Westwardly side of said
Centre Street of Thirty (30) feet, and extending back West-
wardly of that width at right angles with said Centre Street
in length or depth One Hundred and Forty (140) feet to a
Twenty (20) feet wide alley; being the surface of all that
certain lot known as and numbered on the map or plan of
said Montana, as laid out by the Coal Ridge Improvement and
Coal Company as Lot No. 7, Block No. 6, bounded on the North
by Lot No. 6, same block, on the East by Centre Street afore-
said; on the South by Lot No. 8 same block; and on the West
by the Twenty (20) feet wide alley aforesaid.

BEING THE SAME PREMISES which Thomas E. Cooper, by his
deed of even date herewith and intended to be forthwith
recorded granted and conveyed unto Charles R. Nevius and
Jody L. Nevius, his wife, mortgagors herein, their heirs
and assigns.

Together with all and singular the buildings
Ways, Waters, Water-Courses, Rights, Liberties, Privileges,
Improvements, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any
wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof.

To have and to hold the said lot or piece of ground
Hereditaments and Premises hereby granted, or mentioned
and intended so to be, with the Appurtenances, unto the said
mortgagee, its successors
and Assigns, to and for the only proper use and behoof of the said mortgagee, its
successors or Assigns forever.

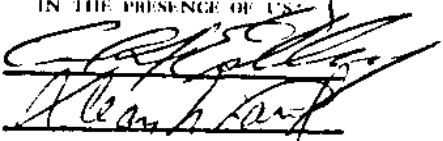
Provided always, nevertheless, that if the said mortgagors, their heirs
or Assigns, do and shall well and truly pay, or cause to be paid, unto the said mortgagee, its
successors
or Assigns, the aforesaid debt or principal sum of Nineteen Thousand
One Hundred and 00/100 (\$19,100.00) on the day and
time hereinbefore mentioned and appointed for payment of the same, together with interest and
premiums of insurance as aforesaid, and shall produce to the said mortgagee, its
successors
or Assigns, on or before the first day of December of each and every
year, receipts for all taxes, water and sewer rent charges of the current year assessed upon the mort-
gaged premises, without any fraud or further delay, and without any deduction, defalcation, or abate-
ment to be made of anything, for or in respect of any taxes, charges or assessments whatsoever, that then,
and from thenceforth, as well this present Indenture, and the estate hereby granted, as the
said above recited Obligation shall cease, determine and become
void, anything hereinbefore contained to the contrary thereof, in any wise notwithstanding.

Provided, further, in case of default in the payment of principal or interest
as aforesaid, or in the payment of any premium of insurance
or in case there
shall be default in production to the said mortgagee, its successors

or Assigns, on or before the
first day of December of each and every year, of such receipts for
such taxes, water and sewer rent charges of the current year assessed upon the mortgaged premises,
that thereupon it shall be lawful for the said mortgagee, its successors
or Assigns, to file forthwith a complaint or any other legal proceeding based upon this
present Indenture of Mortgage, and to proceed at once thereon to recover the principal moneys
hereby secured. Nineteen Thousand One Hundred (\$19,100.00) Dollars
and all interest or premiums of insurance due thereon, together with an attorney's commission for
collection, viz.: ten per cent., besides costs of suit, without further stay, any law or
usage to the contrary notwithstanding.

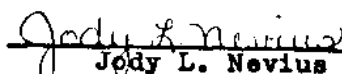
In Witness Whereof, the said parties of the first part to these
presents have hereunto set their hands and seals. Dated the day and
year first above written.

Sealed and Delivered
IN THE PRESENCE OF US




Charles R. Nevius




Jody L. Nevius

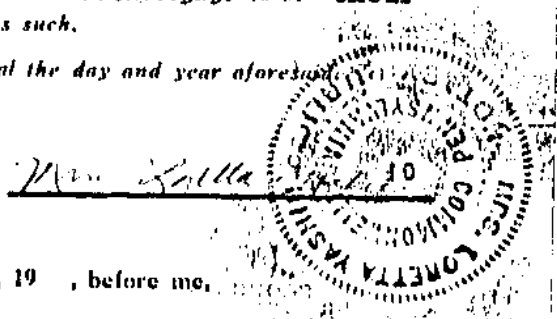


State of PENNSYLVANIA }
County of SCHUYLKILL } ss.

ON THE 17th day of October Anno Domini 1978, before me, a Notary Public in and for said County and State personally appeared the above-named Charles R. Nevius and Jody L. Nevius, his wife and in due form of law acknowledged the above indenture of Mortgage to be their act and deed, and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Mrs. Loretta Yashin, Notary Public
Ashland, Schuylkill Co., Pa.
My Commission Expires: May 24, 1982



On this, the _____ day of _____, 19____, before me, _____ the undersigned officer, personally appeared _____ who acknowledged himself (herself) to be the _____ of _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Remo Real Estate
Richard S. Enterline, Attorney
The Citizens National Bank, (2), 1-7821
2188

Mortgage.

CHARLES R. NEVIUS and
JODY L. NEVIUS, his wife

TO

THE CITIZENS NATIONAL BANK
OF ASHLAND

John C. Clark Co., Phila. 1977
735

OCT 19 2 32 PM '78
TAX FEE \$5.00
RECORDING FEE \$5.00
RECORDING FEE \$5.00

Recorded in the office for Recording of Deeds in and for Columbia County
in Mortgage Book No. 192 Page 366 &c

Witness my hand and seal of Office this 19th
day of October Anno Domini 1978
2:32 p.m.
Marvin G. Bower
Recorder

Deputy Recorder

STROUSE AND STROUSE

ATTORNEYS AT LAW

816 CENTER STREET
ASHLAND, PA. 17921

PHONE: 717-875-3740

HARRY STROUSE, Esq.
KEITH J. STROUSE, Esq.

March 4, 1985

Mr. Victor B. Vandling
Sheriff of Columbia County
Columbia County Court House
Bloomsburg, PA 17815

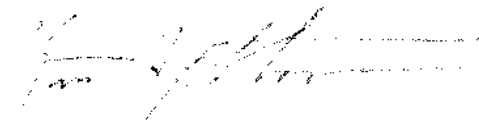
RE: The Citizens' National Bank of Ashland vs. Nevius,
CP 135 1981.

Dear Mr. Vandling:

I am enclosing a check of The Citizens' National Bank of Ashland for \$426.22 on account of the remaining charges relative to the mortgage foreclosure.

As I mentioned to Deputy Zale during my telephone conversation of March 1, 1985, please name The Citizens' National Bank of Ashland as grantee in the Sheriff's Deed and hold the deed in your office for me to pick up in the next week or two.

Very truly yours,



Keith J. Strouse

S:ew

Enclosure

OFFICE OF SHERIFF
COLLIER
MAR 5 1 22 PM '85
SHERIFF
CHIEF DEPUTY

To the Honorable, the Judges within named:

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on THURSDAY the

21st day of FEBRUARY 1985, at 10:00

o'clock A. M., of said day at the Court House, in the Town of Bloomsburg, Pa., expose said premises to sale at public vendue or outcry, when and where I sold the same to THE CITIZENS' NATIONAL BANK OF ASHLAND (Pennsylvania)

for the price or sum of Nine Hundred-Eight and 06/100 (\$908.06) plus Eighteen and 16/100 (\$18.16) POUNDAGE ----- Dollars

being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows, viz: To costs

Columbia County Sheriff's Dept.	Sale Cost	\$107.00	
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			\$125.16
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Henrie Printing			37.25
Col. Co. Tax Claim Bureau - Parcel No. 14-10C-57	(1983 Del. Taxes,	\$273.90)	
	(1984 Del. Taxes,	252.36)	526.26
Clair E. Friday, Tax Collector, Conyngham Twp.	(1985 Col. Co. ",	52.93)	52.93
State Treasurer (Surcharge Fee)			8.00

THE CITIZENS' NATIONAL BANK OF ASHLAND

vs

CHARLES R. NEVIUS and JODY L. NEVIUS, his wife

NO. C.P. 135 - 1981

NO. 66 - 1984 E.D.

Sheriff's Office, Bloomsburg, Pa. }
 22 FEBRUARY 1985

So answers

Victor B Vandling Sheriff
 VICTOR B. VANDLING

CITIZENS NAT'L BANK of Ashland VS Nevius, Chas. + Jodi

THURSDAY, Feb 21, 1985 NO. 66-1984 ED.

SHERIFF'S COST OF SALE:

Docket & Levy	\$ <u>14.00</u>	
Service	<u>14.00</u>	
Mailing	<u>6.00</u>	
Advertising, Sale Bills	<u>9.00</u>	
Newspapers	<u>9.00</u>	
Posting Handbills	<u>2.00</u>	
Mileage	<u>8.00</u>	
Crying/Adjourn of Sale	<u>7.00</u>	
Sheriff's Deed	<u>10.00</u>	
Distribution of Proceeds	<u>9.00</u>	
Other		
Total.....	\$ <u>107.00</u>	\$ <u>107.00</u>

Press-Enterprise, Inc.	<u>173.12</u>	
Henrie Printing	<u>39.25</u>	
Solicitor's Services		
Total.....	\$ <u>182.37</u>	\$ <u>182.37</u>

Prothonotary - Liens List	\$ <u>10.00</u>	
Deed Notarization	<u>5.00</u>	
Total.....	\$ <u>15.00</u>	\$ <u>15.00</u>

Recorder of Deeds, Col. Co. - Copywork	\$ <u>5.00</u>	
Deed	<u>13.50</u>	
Total.....	\$ <u>18.50</u>	\$ <u>18.50</u>

REAL ESTATE TAXES:

Borough/Twp. & County Taxes, 198 <u>5</u>	\$ <u>52.49</u>	
School Taxes, District _____, 198 <u> </u>		
Delinquent Taxes - 198 <u>3</u> , 198 <u>4</u> , 198 <u> </u> (TOTAL AMOUNT)	<u>526.26</u>	
Total.....	\$ <u>579.19</u>	\$ <u>579.19</u>

SEWERAGE RENT DUE:

Municipality - <u>Bloomsburg/Berwick</u> for 198 <u> </u>	Total.....	\$ <u> </u>	\$ <u> </u>
--	------------	----------------	----------------

<u>SURCHARGE FEE</u> (State Treasurer)		\$ <u>5.00</u>
--	--	----------------

TOTAL TAXES & COSTS ----- \$ 905.66

PURCHASER: _____

BID PRICE: \$ 905.66 POUNDAGE \$ TOTAL \$ 905.66

DEED IN NAME OF: _____

REALTY TRANSFER TAX \$ _____ STATE STAMPS \$ _____

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA

SS:

Paul R. Eyerly, III, being duly sworn acc
and says that Press-Enterprise is a newspaper of general circulation w
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County
of Pennsylvania, and was established on the 1st day of March, 1902, ar
daily (except Sundays and Legal Holidays) continuously in said Town
the date of its establishment; that hereto attached is a
advertisement in the above entitled proceeding which appr
on January 30 and February
exactly as printed and published; that the aff
newspaper in which legal advertisement
Press-Enterprise are interested in
that all of the allegations
publication are true.

SHERIFF'S SALE
By virtue of a Writ of
Execution No. 66 of 1984
issued out of the Court
of Common Pleas of Col-
umbia County, to me
directed, there will be
exposed to public sale,
by vendue or outcry to
the highest and best bid-
ders, for cash, in the
Sheriff's Office, Colum-
bia County Court House,
Bloomsburg, Pennsyl-
vania, on:
Thurs., Feb. 21, 1985
at 10:00 o'clock a.m.
in the forenoon
said day, at
title and
Def.

7520

80-593
313

Feb. 19, 1985

\$ 143.12

DOLLARS

VICTOR B. VANDLING
SHERIFF OF COLUMBIA COUNTY
PENNSYLVANIA

Press-Enterprise, Inc.
One Hundred Forty Three and 12/100

Victor B. Vandling
572 MB 10 01 05

PAY TO THE ORDER OF

Bloomsburg Bank-COLUMBIA TRUST CO.
Bloomsburg, Pa.

FOR Legal Ads - No. 66-1984 E.D.
Citizens Bank vs Nevius



NEVIUS

Sheriff's Sale

\$143.12

No. 6, same
on the East by
Centre Street aforesaid;
on the South by Lot No.
8 same block; and on the
West by the Twenty (20)
feet wide alley afore-
said.

My Commi

NOT
MB
ES
OK

ve
blic

WITH THE APPURTE-
NANCES consisting of a
two and one half (2 1/2)
story detached frame
dwelling and auxiliary
known as No.
and Jody L. Nevius, his
wife.

NO. C.P. 135, 1981.
ALL parties and claimants
are hereby notified that
schedules of distribution
will be filed by the Sher-
iff in his office on Febru-
ary 22, 1985, and distri-
bution will be made in
accordance with the
schedule unless excep-
tions are filed thereto
within ten (10) days
thereafter.

SEIZED AND TAKEN into
execution at the suit of
The Citizens' National
Bank of Ashland vs.
CHARLES R. NEVIUS and
JODY L. NEVIUS, his
wife.

SAID PREMISES will be
sold by:

Victor B Vandling
Sheriff
Keith J Strouse, Esq

STATE OF PENNSYLVANIA }
COUNTY OF COLUMBIA }

SS:

..... Paul R. Eyerly III, being duly sworn acc
and says that Press-Enterprise is a newspaper of general circulation w
and place of business at 3185 Lackawanna Avenue, Bloomsburg, County
of Pennsylvania, and was established on the 1st day of March, 1902, ar
daily (except Sundays and Legal Holidays) continuously in said Town, (C
the date of its establishment; that hereto attached is a copy of
advertisement in the above entitled proceeding which appeared in the is
on January 30 and February 6, 13
exactly as printed and published; that the affiant is one of the owners
newspaper in which legal advertisement or notice was published; that)
Press-Enterprise are interested in the subject matter of said notice ar
that all of the allegations in the foregoing statement as to time, pla
publication are true.

Paul R. Eyerly III

Sworn and subscribed to before me this ... 14th ... day of Feb ...

Matthew J. ...
(Notary)

My Commi:

MAINTENANCE CREME NOT
CO: JMB
EXPIRES
ASSOCIATION

And now, 19, I hereby certify that the adve
charges amounting to \$ for publishing the foregoing notic
affidavit have been paid in full.

SHERIFF'S SALE
By virtue of a Writ of Execution No. 66 of 1984 issued out of the Court of Common Pleas of Columbia County, to me directed, there will be exposed to public sale, by vendue or outcry to the highest and best bidders, for cash, in the Sheriff's Office, Columbia County Court House, Bloomsburg, Pennsylvania, on:

Thurs., Feb. 21, 1985
at 10:00 o'clock a.m.
In the forenoon of the said day, all the right, title and interest of the Defendants in and to:
ALL THE SURFACE of all that certain piece or lot of land situate on the Westwardly side of Centre Street, Montana (Aristes), Conyngham Township, Columbia County, Pennsylvania, containing in front or width on the Westwardly side of said Centre Street of Thirty (30) feet, and extending back Westwardly of that width at right angles with said Centre Street in length or depth One Hundred and Forty (140) feet to a Twenty (20) feet wide alley; being the surface of all that certain lot known as numbered on the map or plan of said Montana, as laid out by the Coal Ridge Improvement and Coal Company as Lot No. 7, Block No. 6, bounded on the North by Lot No. 6, same block, on the East by Centre Street aforesaid; on the South by Lot No. 8 same block; and on the West by the Twenty (20) feet wide alley aforesaid.

WITH THE APPURTENANCES consisting of a two and one half (2 1/4) story detached frame dwelling and auxiliary and Jody L. Nevius, his wife.

NO. C.P. 135, 1981.
All parties and claimants are hereby notified that schedules of distribution will be filed by the Sheriff in his office on February 22, 1985, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

SEIZED AND TAKEN into execution at the suit of The Citizens' National Bank of Ashland vs. CHARLES R. NEVIUS and JODY L. NEVIUS, his wife.

SAID PREMISES will be sold by:
Victor B Vandling
Sheriff
Keith J Strouse, Esq

TAX NOTICE

CONYNGHAM TWP
 MAKE CHECKS PAYABLE TO:
 CLAIR E. FRIDAY

ARISTES, PA. 17920

HOURS TUESDAY 9AM TO 7PM
 AFTER NOV 1 BY
 APPOINTMENT ONLY
 PHONE 875-6107

TAXES ARE DUE & PAYABLE - PROMPT PAYMENT IS REQUESTED

M
 A
 T
 L
 T
 O
 NEVIUS, CHARLES R & JOY L
 P.O. BOX 113
 ARISTES, PA 17920

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

FOR	DESCRIPTION	ASSESSMENT	MILLS	LESS DISCOUNT	TAX	AMOUNT PAID	DATE	BILL NO
COLUMBIA COUNTY	COUNTY R.E. TWP/BORO R.E. LIGHTS	1460	13.00 14.00 5.00	25.75 20.03 7.15		54.02	11/1/85	01497
THE DISCOUNT & THE PENALTY HAVE BEEN COMPUTED FOR YOUR CONVENIENCE.		PAY THIS AMOUNT		52.93 AP PAID ON/O OR BEFORE	54.02 JIF PAID ON/O OR BEFORE	59.42 JUF PAID 1 AFTER		
PENALTY AT PROPERTY DESCRIPTION COUNTY 10% TWP/BORO 10% ACCT NO. 06503 PARCEL 14-100-57		L-30X140 BUILDINGS		80 1,380	THIS TAX RETURNED TO COURT HOUSE JANUARY 24, 1986			
				THIS TAX NOTICE MUST BE RETURNED WITH YOUR PAYMENT		TOTAL		1,460



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF EXAMINATION
POST OFFICE BOX 8910
HARRISBURG, PA 17105

**REALTY TRANSFER TAX
AFFIDAVIT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
Book Number	
Page Number	
Date Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration or by gift, or (3) a tax exemption is claimed. An affidavit of value is not required when the transfer is from a parent to child. If more space is needed, attach additional sheet(s).

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

Name	Victor B. Vandling, SHERIFF of Columbia County	Telephone Number:	Area Code (717) 784-1991
Street Address	Courthouse Building	City	Bloomsburg
		State	PA
		Zip Code	17815

B TRANSFER DATA

Grantor(s)	Charles R. Nevius and Jody L. Nevius	Grantee(s)	The Citizens National Bank of Ashland		
Street Address		Street Address			
City		State	Ashland	Pa.	Zip Code 17921

C PROPERTY LOCATION

Street Address	414 Center Street			
City	Township	Borough	County	Tax Parcel Number
Aristes	Conyngham		Columbia	14-10C-57

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
\$908.06	+ -----	= \$908.06
4. County Assessed Value	5. Fair Market Value	6. State Realty Transfer Tax Paid
\$1460.00	\$4360.00	None

E EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed
See OTHER	

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession _____ (Name of Decedent) (See 61 PA Code 91.42)
 - Transfer to Industrial Development Agencies or from Industrial Development Agencies to Industrial Corporations. (See 61 PA Code 91.49)
 - Transfer to Conservancy. (See Act No. 246 of 1982)
 - Transfer between principal and agent. (Attach copy of agency/trust agreement). Tax paid prior deed \$ _____ Tax paid this deed \$ _____ (See 61 PA Code 91.53)
 - Transfers to Commonwealth, the United States, and Instrumentalities by gift, condemnation or in lieu of condemnation or dedication. (See 61 PA Code 91.55)
 - Transfer from mortgagor to mortgagee in lieu of foreclosure (other than sheriff sales) Mortgage Book Number _____ Page Number _____ (See Act No. 246 of 1982)
 - Divorced. _____ (Date of Divorce Decree) _____ (Date of Decree of Equitable Distribution) _____ (Date of Acknowledgment) (See Act No. 14 of 1981)
 - Statutory Corporate Reorganization, Merger or Liquidation.
 - Other (Please explain exemption claimed, if other than listed above.) Mortgage holder exempt.

Property purchased by Plaintiff (GRANTOR) via SHERIFF'S SALE held 2/21/85 for sum of \$908.06 (taxes & costs) plus \$18.16 Poundage.

Under penalties of law, I declare that I have examined this Affidavit, including accompanying statements, and to the best of my knowledge and belief, it is true, correct and complete. I declare that the above real estate has been reported at true market value.

Signature of Correspondent A. J. Zee, Chief Deputy, Col. Co. Sheriff Dept. Date 3/5/85

(SEE REVERSE)



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff
TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

January 8, 1985

Keith J. Strouse, Esq.
816 Center Street
Ashland, Pa. 17921

RE: The Citizens Nat'l Bank
VS: Nevius, Charles & Jody
NO. 66 - 1984 E.D.

Dear Mr. Strouse,

The enclosed copies of SHERIFF'S SALE hand-bills are for your information and guidance.

We expect you or your designated representative to appear at the set time and place of this scheduled Sale.

Should developments occur whereby the plaintiff desires discontinuance of this sale, advise this department in writing. Costs incurred will be furnished for service by this department. Any unused monies from the advance deposit received will be refunded.

Any questions should be directed to the Sheriff or the undersigned.

Very truly yours,

A. J. Zale for
V. B. Vandling, Sheriff

P.S. Legal Ads are scheduled to "run" in the Press-Enterprise newspaper on Wednesday, Jan. 30, Feb. 6 & 13, 1985. Do you want advertising in a second paper, i.e., The Ashland or Shamokin-Mt. Carmel editions? If so, let me know at your earliest convenience and I will forward the information to your chosen or preferential paper.



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
 COURT HOUSE
 BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

The Citizen Nat'l Bank of Ashland

- vs -

Charles R. Nevius and Jody L. Nevius, h/w

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
 DELBERT A. DOTY, DEPUTY
 TRUDY A. STOUT, DEPUTY

IN THE COURT OF COMMON
 PLEAS OF COLUMBIA COUNTY
 COMMONWEALTH OF PENNA.
 NO. 66 of 1984 E.D.
 WRIT OF EXECUTION
 (MORTGAGE FORECLOSURE)

POSTING OF PROPERTY

January 18, 1985 at 2:40 P.M.

POSTED A COPY OF THE

SHERIFF'S SALE BILL ON THE PROPERTY OF Charles R. Nevius & Jody L. Nevius, h/w
414 Center St., Aristee, Conyngham Twp.

COLUMBIA COUNTY, PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
 DEPUTY SHERIFF Delbert Doty

SO ANSWERS:

Delbert Doty
 Delbert Doty

DEPUTY SHERIFF

FOR:

Victor B. Vandling

VICTOR B. VANDLING
 SHERIFF, COL. CO

SWORN AND SUBSCRIBED BEFORE ME THIS

21 st DAY OF January 1985

TAMI B. KLINE, PROTHONOTARY
 COLUMBIA COUNTY, PENNSYLVANIA



OFFICE OF
SHERIFF OF COLUMBIA COUNTY
COURT HOUSE
BLOOMSBURG, PENNSYLVANIA, 17815

VICTOR B. VANDLING, Sheriff

TELEPHONE: 717-784-1991

A. J. ZALE, Chief Deputy

JOHN J. O'BRIEN, DEPUTY
DELBERT A. DOTY, DEPUTY
TRUDY A. STOUT, DEPUTY

The Citizens' National Bank
of Ashland

vs

Charles R. Nevius and Jody
L. Nevius, his wife

IN THE COURT OF COMMON
PLEAS OF COLUMBIA COUNTY
COMMONWEALTH OF PENNA.
NO. 66 - 1984 E.D.
WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)


SERVICE ON Charles R. Nevius

On December 28, 1984, sent a true and attested copy of the
within Writ of Execution and a true copy of the Notice of Sheriff's Sale
of Real Estate to Charles R. Nevius, 112 Spruce St., Mt. Carmel, Pa.
by Certified Mail, Return Receipt Requested No.
P 307 193 982. Said Charles R. Nevius received
same on January 3, 1985 per signature of Charles R. Nevius
on Return Receipt Card attached hereto and
made part of this return. Receipt for Certified Mail No. P 307 193 982
is attached.

So Answers:


A. J. Zale
Chief Deputy Sheriff

For:


Victor B. Vandling
Sheriff of Col. Co.

Sworn and subscribed before me
this 7th day of January 1985.

Tami R. Kline
Prothonotary, Columbia County, Pa.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 66 OF 1984 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

THURSDAY, FEBRUARY 21, 1985

At 10:00 O'Clock A.M.

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

ALL THE SURFACE OF ALL THAT CERTAIN PIECE OR LOT OF LAND situate on the Westwardly side of Centre Street, Montana (Aristes), Conyngham Township, Columbia County, Pennsylvania, containing in front or width on the Westwardly side of said Centre Street of Thirty (30) feet, and extending back Westwardly of that width at right angles with said Centre Street in length or depth One Hundred and Forty (140) feet to a Twenty (20) feet wide alley; being the surface of all that certain lot known as and numbered on the map or plan of said Montana, as laid out by the Coal Ridge Improvement and Coal Company as Lot No. 7, Block No. 6, bounded on the North by Lot No. 6, same block, on the East by Centre Street aforesaid; on the South by Lot No. 8 same block; and on the West by the Twenty (20) feet wide alley aforesaid.

WITH THE APPURTENANCES consisting of a two and one half (2½) story detached frame dwelling and auxiliary buildings known as No. 414 Centre Street, Aristes, Conyngham Township, Columbia County, Pennsylvania.

TO BE SOLD as the property of Charles R. Nevius and Jody L. Nevius, his wife.

No. C.P. 135 , 1981.

All parties and claimants are hereby notified that schedules of distribution will be filed by the Sheriff in his office on February 22 , 1985, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Seized and taken into execution at the suit of THE CITIZENS' NATIONAL BANK OF ASHLAND vs CHARLES R. NEVIUS and JODY L. NEVIUS, his wife.

SAID PREMISES WILL BE SOLD BY:

Keith J. Strouse, Esq.

VICTOR B. VANDLING, Sheriff

COPIES TO: Henrie Printing. P-5, Legal Ads, Wed. Jan 30, Feb 6 & 13, 1985. Affidavit requested. Clair Friday, Aristes - Tax Collector, Conyngham Twp.

SHERIFF'S SALE

BY VIRTUE OF A WRIT OF EXECUTION NO. 66 OF 1984 ISSUED OUT OF THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, TO ME DIRECTED, THERE WILL BE EXPOSED TO PUBLIC SALE, BY VENDUE OR OUTCRY TO THE HIGHEST AND BEST BIDDERS, FOR CASH, IN THE SHERIFF OFFICE, COLUMBIA COUNTY COURT HOUSE, BLOOMSBURG, PENNSYLVANIA, ON

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WITH THE APPURTENANCES consisting of a two and one half (2½) story detached frame dwelling and auxiliary buildings known as No. 414 Centre Street, Aristes, Conyngham Township, Columbia County, Pennsylvania.

TO BE SOLD as the property of Charles R. Nevius and Jody L. Nevius, his wife.

No. C.P. 135 , 1981.

All parties and claimants are hereby notified that schedules of distribution will be filed by the Sheriff in his office on February 22 , 1985, and distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Sold and taken into execution at the suit of THE CITIZENS' NATIONAL BANK OF ATHLETIC CHARLES R. NEVIUS and JODY L. NEVIUS, his wife.

THE PROPERTY WILL BE SOLD BY:

Kath J. Dwyer, Esq.

VICTOR E. WARDLINO, Sheriff

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY
CIVIL ACTION-LAW

The Citizens National Bank
of Ashland

No. C.P. 135-1981

vs.

Charles R. Nevius and Jody
L. Nevius, his wife

Action to Foreclose Mortgage

State of Pennsylvania

: SS

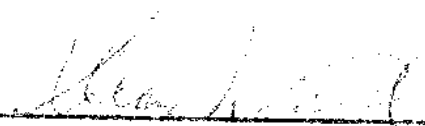
County of Schuylkill


Dean N. Paul, being duly sworn according to law, deposes and says that he is the Cashier of The Citizens National Bank of Ashland, the plaintiff in No. C.P. 135-1981, that the names of the defendants in this action are **Charles R. Nevius** and **Jody L. Nevius**; that to the best of his knowledge, information and belief, the last known address of the defendant Charles R. Nevius is 112 Spruce Street, Mount Carmel, Northumberland County, Pennsylvania 17851, that the defendant may not now reside at that address, that the plaintiff has made a good faith investigation to ascertain the current address or whereabouts of the defendant, Charles R. Nevius, and that this investigation has been fruitless; that to the best of his knowledge, information, and belief, the last known address of the defendant Jody L. Nevius is R. C. #2, Mifflinburg, Union County, Pennsylvania 17844, and that she now resides at that address.

AND FURTHER, Dean N. Paul deposes and says that to the best of his knowledge, information, and belief, after a good faith investigation, neither the defendant, **Charles R. Nevius**, nor the defendant, **Jody L. Nevius**, are now in the military service of the United States or were at any time since the filing of the Complaint in this case in said military service and that therefore

the provisions of The Soldier's and Sailor's Civil Relief Act of 1940, 50 U.S.C.A. App. § 520, are inapplicable.

Sworn and subscribed :
before me this 20th day :
of December, 1984. :




Notary Public :
My commission expires :
Oct. 8, 1985 :

STROUSE AND STROUSE
ATTORNEYS AT LAW
816 CENTER STREET
ASHLAND, PA. 17921
PHONE: 717-875-3740

HARRY STROUSE, Esq.
KEITH J. STROUSE, Esq.

December 20, 1984

Mr. Victor B. Vandling
Sheriff of Columbia County
Courthouse
Bloomsburg, PA 17815

RE: The Citizens' National Bank of Ashland vs. Nevius,
No. C.P. 135-1981.

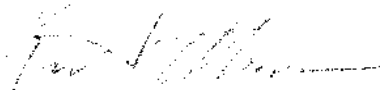
Dear Mr. Vandling:

I am handing you today a Writ of Execution on this case, along with notices of sale, property descriptions, and an affidavit of names, addresses, and military service.

Please direct the notices and copies of the Writs to the defendants at their respective last known addresses as set forth in the affidavit.

I am also delivering to you a check of The Citizens' National Bank of Ashland for five hundred (\$500.00) dollars, the initial Sheriff's fee for the sale.

Very truly yours -



Keith J. Strouse

S:rs
Enclosures

10. $\frac{1}{2} \times \frac{1}{5} = \frac{1}{10}$ (The product of two fractions is the product of the numerators over the product of the denominators.)

11. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$ (The product of two fractions is the product of the numerators over the product of the denominators.)

12. $\frac{1}{2}$

The Citizens' National Bank of Ashland

PLAINTIFF

No. 66 - 1984 E.D. Term 19

V.S.

Charles R. Nevius and Jody L. Nevius,
his wife

DEFENDANTS

To: VICTOR B. VANDLING Sheriff

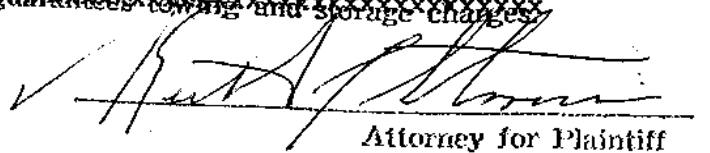
Seize, levy, advertise and sell all the ~~personal~~ ^{Real} property of the defendant on the premises located at
See DESCRIPTION provided on Writ of Execution

Seize, levy, advertise and sell all right, title and interest of the defendant in the following vehicle:

Make	Model	Motor Number	Serial Number	License Number
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

which vehicle may be located at _____

You are hereby released from all responsibility in not placing watchman or insurance on ~~personal~~ ^{Real} property levied on by virtue of this writ. ~~Plaintiff guarantees towing and storage charges.~~


Attorney for Plaintiff