

Sheriff

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

HOWARD RANDOLPH and, : COLUMBIA COUNTY BRANCH
BARBARA RANDOLPH, :
PLAINTIFFS :

VS : CIVIL DIVISION

DON COLAHAN, : NO.: 285 CV 2002
DEFENDANT :

Wendy S. Tripoli, Esq., Attorney for Objector Marybeth A. Colahan

ORDER

AND NOW, this August 2, 2002, after hearing held on the Objection to Sheriff's Levy filed by Marybeth A. Colahan, co-owner of a 1994 Terry Trailer with her husband, DON COLAHAN, wherein the trailer was levied upon on account of a judgment in favor of Plaintiffs. We find that the trailer, as jointly owned, cannot be sold to satisfy the judgment debtor's sole interest.

Accordingly, the objection is sustained and the Sheriff's levy is stayed. The Sheriff shall not sell the levied item.

BY THE COURT:



Honorable Scott W. Naus

2002 AUG -2 PJ 3:00
COLUMBIA COUNTY

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION 12ED2002 TO ME DIRECTED BY THE COURTS, THERE WILL BE SOLD AT PUBLIC SALE, ON 7/1 /2002 11:00:00 AM AT MILL RACE IN THE BOROUGH OF BENTON COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, THE FOLLOWING ARTICLES OF PERSONAL PROPERTY, TO WIT:

1994 TERRY TRAILER REG#TW65792 VIN#1EA5M3329R1462544

TOGETHER WITH ALL OTHER ARTICLES FOUND AND BELONGING TO THE DEFENDANT(S) AND NOT ENUMERATED :

SEIZED AND TAKEN INTO EXECUTION AS THE PROPERTY OF **DON COLAHAN DBA DON COLAHAN IMPROVEMENTS** AT 4584 RED ROCK RD, BENTON, PA

AND TO BE SOLD BY HARRY A. ROADARMEL JR, SHERIFF OF COLUMBIA COUNTY , BLOOMSBURG, PA 17815 (570-389-5622).

COLUMBIA COUNTY SHERIFF'S OFFICE PROCESS SERVICE ORDER

OFFICER: T. CHAMBERLAIN

SERVICE# 1 - OF - 1 SERVICES
DOCKET # 12ED2002

PLAINTIFF HOWARD RANDOLPH
BARBARA RANDOLPH

DEFENDANT DON COLAHAN DBA DON COLAHAN IMPROVEMENTS

PERSON/CORP TO SERVED
DON COLAHAN
4584 RED ROCK ROAD
BENTON

PAPERS TO SERVED
EXECUTION

SERVED UPON Don Colahan H-271-1324
Res 275-4174

RELATIONSHIP _____ IDENTIFICATION _____

DATE 3-5-2 TIME 1720 MILEAGE 8 OTHER _____

Race W Sex W Height _____ Weight _____ Eyes _____ Hair _____ Age _____ Military _____

- TYPE OF SERVICE:
- A. PERSONAL SERVICE AT POA ___ POB ___ POE ___ CCSO ___
 - B. HOUSEHOLD MEMBER: 18+ YEARS OF AGE AT POA
 - C. CORPORATION MANAGING AGENT
 - D. REGISTERED AGENT
 - E. NOT FOUND AT PLACE OF ATTEMPTED SERVICE
USE4 MILL RACE GOLF COURSE CAMP Grounds
 - F. OFF HAN ROUTE 487

ATTEMPTS DATE _____ TI' Betty @ Proth office 8/5/12 KS

_____ Do you have anything to prove this is jointly owned? If you do, she would like a copy.

_____ 5-2

DEPUTY 9

Served: Nancy A. Ke. 12-ED-02
91 returned
13-02

5-8
20 1000

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: AUG 31, 2002 VALID: 06/29/01

PLATE: TM65792
TITLE: 47237825501 CO
VIN: 1E5M3329R1462544
YR/MAKE: 1994 TERRY
TYPE: TRL
MID: 01180 3904 210120-001

REG. GROSS WT: 11100
UNLADEN WEIGHT: 08817

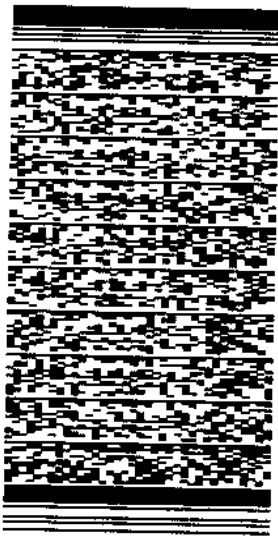
MARYBETH A & DONALD L
COLAHAN
137 OAKVIEW DRIVE
MEDIA PA
19063

1 OF 1
S

FOLD HERE
DO NOT
DETACH

EXPIRY: AUG 31, 1996
VALID: 07/25/95

DETACH
HERE



COLAHAN MARYBA
47237825501 TM65792
TITLE PLATE
1E5M3329R1462544
VEHICLE IDENTIFICATION NUMBER

UNLADEN WT: 08817 REG GROSS WT: 11100
VEHICLE IDENTIFICATION NUMBER: 1E5M3329R1462544
MAKE OF VEHICLE: TERRY YEAR: 94 COMB GROSS WT: TRL
AXLES: AXLE RATE: SEATS: FUEL TYPE:
CLASS: OVERSIZE TIRES: BRANDS:
952063905060594-001

MARYBETH A & DONALD L
COLAHAN
137 OAKVIEW DR
MEDIA PA
19063



COMMONWEALTH OF PENNSYLVANIA
REGISTRATION CARD

I, the undersigned, do hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

MV-105A (12-91)

Marybeth A. Colahan
Donald L. Colahan

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

Brandywine Finance Corporation

RETAIL INSTALMENT SALE CONTRACT (PENNSYLVANIA)

Dealer Number

Contract Number



Buyer (and Co-Buyer)—Name and Address (Include County and Zip Code)
 MARYBETH A. COLLIAN AND
 DONALD COLLIAN
 137 OAKVIEW DR
 MEDIA PA 19063

Creditor (Seller Name and Address)
 SOUTHERN TRAILER SALES
 1035 WILMINGTON PIKE
 WEST CHESTER PA 19382

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW	94	TERRY 335	TRAILER	1CA5M3329R1462544	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural

If truck—Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 9.25 %	The dollar amount the credit will cost you. \$ 15212.72	The amount of credit provided to you or on your behalf. \$ 23081.20	The amount you will have paid after you have made all payments as scheduled. \$ 38293.92	The total cost of your purchase on credit, including your down payment of \$6505.70. \$ 44799.62

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
144	265.93	Monthly beginning MAY 7 1994	AND EVERY THIRD DAY THEREAFTER

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5% of the late payment if the property purchased is business or off-highway farm equipment. Otherwise, the charge will not exceed 2% per month of the unpaid instalment, computed on the basis of a full calendar month or any fractional month period in excess of 10 days.

Prepayment. If you pay off all your debt early you may be entitled to a refund of part of the finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and security interest.

Repossession/Redemption/Reinstatement. If the motor vehicle is repossessed by the Seller or Creditor you may be entitled to (i) redeem the vehicle or (ii) reinstate this contract if the Seller or Creditor agrees, and you do certain things. See the other side of this contract for more information.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price (including any accessories, services, and taxes)	\$ 27409.98
2. Total Downpayment = Net Trade-in \$ 5137.12 + Cash Downpayment \$ 1368.58 Rebate(s) \$	\$ 6505.70 (2)
Your Trade-in is a 88 PROWLER 29' Year Make Model	\$ 20983.30 (3)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 20983.30 (3)
Other Charges Including Amounts Paid to Others on Your Behalf:	
A. Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle	\$
B. Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs	\$ 1020.00
C. Cost of Optional Credit Life and/or Accident and Health Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named Below. Life \$ Disability, Accident and Health \$	\$
D. Official Fees Paid to Government Agencies	\$
E. Taxes Not Included in Cash Price	\$ 4.00
F. Government License and/or Registration Fees (Itemize)	\$
G. Government Certificate of Title Fees	\$
H. Other Charges (Seller must identify who will receive payment and describe purpose)	
to STATE OF PA for SALES TAX	\$ 1049.90
to SELLER for DOCUMENTATION FEE	\$ 29.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1078.90

Additional Disclosures
required by State Law

7 Time Balance—Total of Payments (5 + 6)

\$ 38,212.10

8 Payment Schedule: 14' installments of \$ 265.93 each, monthly beginning
MAY 7, 1994 or if scheduled payments are irregular or unequal, as indicated above.

Insurance: If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.
Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the itemization above.
Insurance Company _____ Term: _____ months
 Deductible Collision and either:
 Comprehensive including Fire, Theft and Combined Additional Coverage
 Deductible Comprehensive including Fire, Theft and Combined Additional Coverage
 Comprehensive including Fire, Theft and Combined Additional Coverage
Optional (if desired) — Towing and Labor costs Rental Reimbursement CB Radio Equipment

****Optional Mechanical Repair Insurance.** The cost of this insurance is shown in 4B of the itemization above.
Insurance Company STARLIFE
Term: 36 months or 36,000 miles, whichever occurs first.
Term: 5 YEARS
 \$25 Deductible \$50 Deductible \$ _____ Deductible

Credit Life and/or Accident and Health Insurance. Credit life insurance and credit accident and health insurance are not required to obtain credit. They are provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign. If you have chosen this insurance, the cost is shown in 4C of the itemization above.

Check the insurance desired: Life (Buyer Co-Buyer Disability, Accident and Health (Buyer Only)

If Other Life Policy, Name Insurer _____
Home Office Address _____
Under policy of above designated insurer, maximum amount of insurance under this contract is: \$ _____
 (If A & H Policy, Name Insurer) _____
(Home Office Address) _____

By signing here, you are stating that you are under age 65.

APPROVAL: I DESIRE TO OBTAIN THE CREDIT LIFE AND/OR ACCIDENT AND HEALTH INSURANCE CHECKED ABOVE FOR THE PERSON PROPOSED FOR INSURANCE.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

You agree to pay the AMOUNT FINANCED plus the FINANCE CHARGE (TOTAL OF PAYMENTS) according to your payment schedule set forth above at any office of BRANDYWINE FINANCE CORPORATION. This is a simple interest rate contract. You are not responsible for any unearned FINANCE CHARGE.
NOTICE: The amount of the final instalment in the Disclosure is calculated on the assumption that the instalment payments will be made on the exact dates shown on your Payment Schedule. Early payments will reduce the amount and late payments will increase it. Any FINANCE CHARGE accrual by reason of late payment shall be payable in addition to and contemporaneously with the last scheduled instalment.

PROPOSED CREDIT LIFE INSURANCE: If such premium is included above, reducing term insurance, not to exceed the Total of Payments, expiring on the original maturity date of this contract, with any proceeds to be applied to the unpaid balance, is subject to acceptance by insurer. If not furnished herewith, the insurer's certificate of policy containing the terms of such insurance will be delivered to you within 30 days.

Seller and Buyer agree that the "OTHER IMPORTANT AGREEMENTS" printed on the reverse side of this contract are incorporated by reference and are a part of this contract.

You signed this contract on (Do not date on Sunday) APRIL 7, 1994

Notice to Buyer

Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer Signs Maureen J. Chakur Co-Buyer Signs _____

Co-Buyers and Other Owners—A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that the Creditor has a security interest in the vehicle and consents to the security interest.
Other owner signs here _____ Address _____

Creditor Signs _____ By _____ Title _____

Undersigned hereby acknowledges receipt from seller of a true, correct and complete copy of this contract at time of execution.

Buyer Signs Maureen J. Chakur Co-Buyer Signs _____

Creditor _____ (Print or Type)

Accepted and this contract is hereby assigned by Seller to Brandywine Finance Corporation in accordance with the terms of the assignment on the reverse side hereof.

By _____ (Seal)
Signature and Title

Seller: _____ (Print or Type)

Notice: See Other Side

EXPIRY: AUG 31, 2001 VALID: 08/24/00
REG. GROSS WT: 11100 UNLADEN WEIGHT: 08817
PLATE: TW65792
TITLE: 47237825501 CO
VIN: 1EA5M3329R1462544
REG. GROSS WT: 11100 UNLADEN WEIGHT: 08817
TYPE: 1994 TERRY
TRM: 00237 3901 081895-001

MARYBETH A & DONALD L
COLAHAN
137 OAKVIEW DRIVE
MEDIA PA
19063

1 OF 1
EXPIRY: AUG 31, 1997
VALID: 07/18/96

COLAHAN MARYBA
47237825501 TW65792
1EA5M3329R1462544
8817 11100 94 TRL
TERRY
UNLADEN WT REG GROSS WT COMP GROSS WT
MAKE OF VEHICLE YEAR TIRE FUEL TYPE
AXLE DAIF SLATS HEADLAMP
CLASS OVERSIDE TRIPS
962003905131328-001

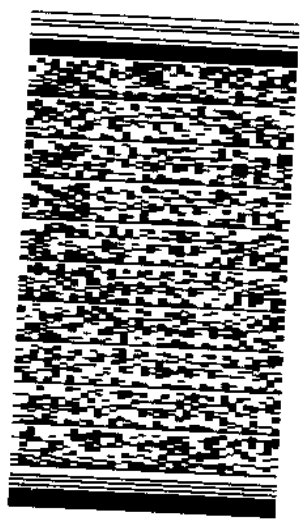
MARYBETH A & DONALD L
COLAHAN
3200 TOWNSHIP LINE RD
APT 19-W
DREXEL HILL PA
19026

Marybeth A. Colahan
Donald L. Colahan

COMMONWEALTH OF PENNSYLVANIA
REGISTRATION CARD



1 We hereby acknowledge this may that I have received notice of the provisions of Section 3709 of the Vehicle Code.



DRIVER
HERE

SAFE DRIVING TIPS

- ALWAYS WEAR SAFETY BELTS
- DON'T DRINK & DRIVE
- OBEY TRAFFIC LAWS AND SPEED LIMITS
- DRIVE DEFENSIVELY
- BE COURTEOUS TO OTHER DRIVERS
- SHARE THE ROAD WITH BICYCLISTS, MOTORCYCLISTS AND PEDESTRIANS
- PRACTICE SAFETY -- IT'S THE WAY TO LIFE

Marybeth A. Colahan
Donald L. Colahan

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

EXECUTION LEVY SHEET

PERSONAL PROPERTY LEVIED UPON

\$8,241.73

1. Str ~~6~~ ~~dash~~ / TERRY CAMPER TA TAGS TW65 792,
VIN # 1EASH3329R1462544

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

COLUMBIA COUNTY BRANCH
NO: 285-2002

HOWARD RANDOLPH nad
BARBARA RANDOLPH

Vs

DON COLOHAN

ORDER OF COURT

AND NOW, this 27 day of June 2001, upon consideration of the attached Objection to Sheriff's Determination, it is hereby directed that ~~hearing/pre-~~ hearing shall be held on the 2nd day of August, 2002, at 10:30 A.m., in Judge's Chamber before Hon. Scott W. Naus, Columbia County Courthouse, Bloomsburg, Pennsylvania.

BY THE COURT:



**HOWARD RANDOLPH and
BARBARA RANDOLPH,**
Plaintiffs

vs.

DON COLOHAN,
Defendant

: IN THE COURT OF COMMON PLEAS
: OF PENNSYLVANIA
: 26TH JUDICIAL DISTRICT
: *2002-CV-285*
: J.D. NO. 2990 NT 2001
: E.D. NO. 12 of 2002

OBJECTION TO SHERIFF'S DETERMINATION

To the Prothonotary:

Please enter objection to the Sheriff's determination of ownership of the property based upon the following:

1. A claim was filed by Marybeth A. Colahan on May 16, 2002 alleging that the property is owned jointly as tenants by the entireties.
2. The sheriff did not make a determination of ownership until May 28, 2002, and improperly denied the claim.

Date: *6/11/02*

Wendy S Tripoli
WENDY S. TRIPOLI, ESQUIRE
Attorney for Objector, Marybeth A. Colahan
ID#: 76461
Peters and Tripoli
16 East Market Street
P.O. Box 116
Danville, PA 17821
(570) 275-1211

CLERK OF COURTS OFFICE
COUNTY OF PENNSYLVANIA, PA

2002 JUN 11 P 12:36

FILED
PROTHONOTARY

LAW OFFICES

PETERS & TRIPOLI
16 EAST MARKET STREET
P. O. BOX 116
DANVILLE, PA 17821-0116

TELEPHONE 570 275-1211
FAX 570 275-3560

HOWARD RANDOLPH and : **IN THE COURT OF COMMON PLEAS**
BARBARA RANDOLPH, : **OF PENNSYLVANIA**
Plaintiffs : **26TH JUDICIAL DISTRICT**
: *2002-CV-285*
vs. : **J.D. NO. 2990 NT 2001**
: **E.D. NO. 12 of 2002**
DON COLOHAN, :
Defendant :

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Date: 6/11/02

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 Attorney for Objector, Marybeth A. Colahan
 ID#: 76461
 Peters and Tripoli
 16 East Market Street
 P.O. Box 116
 Danville, PA 17821
 (570) 275-1211

CLERK OF COURTS OFFICE
 COUNTY OF PENNSYLVANIA, PA

2002 JUN 11 P 12:36

FILED
 PROTHONOTARY

LAW OFFICES
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 TEL: (570) 275-1211
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HOWARD RANDOLPH and : IN THE COURT OF COMMON PLEAS
BARBARA RANDOLPH, : OF PENNSYLVANIA
Plaintiffs : 26TH JUDICIAL DISTRICT
:
vs. : J.D. NO. 2990 NT 2001
: E.D. NO. 12 of 2002
DON COLOHAN, :
Defendant :

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Attorney for Objector, Marybeth A. Colahan
ID#: 76461
Peters and Tripoli
16 East Market Street
P.O. Box 116
Danville, PA 17821
(570) 275-1211

FILED
JUN 11 11 43 AM '02
CLERK OF COURT

WENDY S. TRIPOLI
16 EAST MARKET STREET
P.O. BOX 116
DANVILLE, PA 17821
(570) 275-1211
FAX (570) 275-1560

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

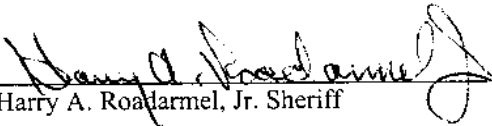
24 HOUR PHONE
(570) 784-6300

SHERIFF'S DETERMINATION

Howard and Barbara Randolph
Vs
Don Colohan

To all parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by Marybeth Colohan claiming the property listed therein. Claim by Marybeth Colohan is being denied.
Date: May 28, 2002


Harry A. Roadarmel, Jr. Sheriff

SHERIFF'S SALE

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PROPERTY CLAIM

PLAINTIFF: Howard Randolph
Barbara Randolph

J.D. NO. 2990 NT 2001

DEFENDANT: Don Colohan

E.D. NO. 12 OF 2002

TO THE SHERIFF:

1. The property listed below and levied upon by the Sheriff in this case is owned as tenants by the entireties by the Defendant and the undersigned. A list of the claimed property and values thereof are

LIST OF PROPERTY

VALUE:

Travel Trailer

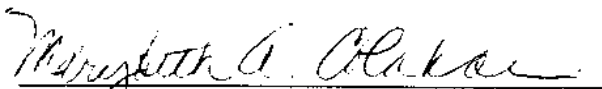
\$13,000.00

2. The claimant obtained title to the property as follows:

The travel trailer was purchased by Defendant and Claimant from Stolfus Trailer Sales, West Chester, Pennsylvania on April 7, 1994. The travel trailer is owned jointly as tenants by the entireties.

Date: _____

5-16-02



Marybeth A. Colahan
Claimant

PROPERTY CLAIM

J.D. NO. 2990 NT 2001

PLAINTIFF: Howard Randolph
Barbara Randolph

E.D. NO. 12 OF 2002

DEFENDANT: Don Colohan

TO THE SHERIFF:

1. The property listed below and levied upon by the Sheriff in this case is owned as tenants by the entireties by the Defendant and the undersigned. A list of the claimed property and values thereof are

LIST OF PROPERTY

Travel Trailer	\$13,000.00
----------------	-------------

2. The claimant obtained title to the property as follows:

The travel trailer was purchased by Defendant and Claimant from Stolzfus Trailer Sales, West Chester, Pennsylvania on April 7, 1994. The travel trailer is owned jointly as tenants by the entireties.

Date:

5-16-92

Marybeth A. Colahan
Claimant

Marybeth A. Colahan

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 380
BLOOMSBURG, PA 17815
FAX: (570) 389-5625

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300

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

HOWARD RANDOLPH

VS.

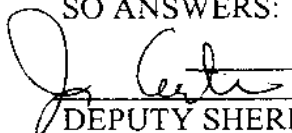
DON COLAHAN

WRIT OF EXECUTION #12 OF 2002 ED

POSTING OF PROPERTY

MAY 9, 2002 POSTED A COPY OF THE SHERIFF'S SALE BILL ON THE
PROPERTY DON COLAHAN AT 4584 RED ROCK ROAD BENTON COLUMBIA
COUNTY PENNSYLVANIA. SAID POSTING PERFORMED BY COLUMBIA COUNTY
DEPUTY SHERIFF JAMES ARTER.

SO ANSWERS:


DEPUTY SHERIFF

SHERIFF, HARRY A ROADARMEL, JR.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 10TH DAY OF MAY 2002



NOTARIAL SEAL
WENDY WESTOVER, NOTARY PUBLIC
BLOOMSBURG, COLUMBIA CO., PA
COMMISSION EXPIRES NOVEMBER 07, 2005

SHERIFF'S SALE

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TOGETHER WITH ALL OTHER ARTICLES FOUND AND BELONGING TO THE DEFENDANT(S) AND NOT ENUMERATED :

SEIZED AND TAKEN INTO EXECUTION AS THE PROPERTY OF **DON COLAHAN DBA DON COLAHAN IMPROVEMENTS** AT 4584 RED ROCK RD, BENTON, PA

AND TO BE SOLD BY HARRY A. ROADARMEL JR, SHERIFF OF COLUMBIA COUNTY , BLOOMSBURG, PA 17815 (570-389-5622).

SHERIFF'S SALE

BY VIRTUE OF WRIT OF EXECUTION 12ED2002 TO ME DIRECTED BY THE COURTS, THERE WILL BE SOLD AT PUBLIC SALE, ON **5/20/2002 10:00:00 AM** AT **MILL RACE** IN THE BOROUGH OF **BENTON** COUNTY OF COLUMBIA AND STATE OF PENNSYLVANIA, THE FOLLOWING ARTICLES OF PERSONAL PROPERTY, TO WIT:

1994 TERRY TRAILER REG#TW65792 VIN#1EA5M3329R1462544

TOGETHER WITH ALL OTHER ARTICLES FOUND AND BELONGING TO THE DEFENDANT(S) AND NOT ENUMERATED :

SEIZED AND TAKEN INTO EXECUTION AS THE PROPERTY OF **DON COLAHAN DBA DON COLAHAN IMPROVEMENTS** AT 4584 RED ROCK RD, BENTON, PA

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AND TO BE SOLD BY HARRY A. ROADARMEL JR, SHERIFF OF COLUMBIA COUNTY , BLOOMSBURG, PA 17815 (570-389-5622).

February 2, 2002

Tim Chamberlain

Enclosed are the documents and check that you requested regarding the Writ of Execution for the money judgement against Don Colahan. If there is any thing else you need to proceed with this levy please let me know.

Just to remind you, he has a mobile trailer at this address. I'm not sure whose name it is in. He also has a boat with motor and trailer that is in his name that he keeps there. We checked with the Fish and Game Commission and found out that the boat was in his name. Personal property in the mobile trailer, and as we discussed over the phone, hand guns, although I'm not sure he keeps any in the mobile trailer.

I have also sent Tammy Kline, of the Prothonotary's office, the documents that she requested. She was sent the original writ of execution, and I'm sending you a copy of it.

Please keep me informed, if you can, of the progress of this levy.

Howard F. Randolph Jr.
351 N. 71st Street
Harrisburg, Pa. 17111

E-mail: Howdo13@Prodigy.net

Thank You
Howard F. Randolph Jr.

WAIVER OF WATCHMAN

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



Attorney for Plaintiff (SEAL)

2 / 2 / 2002 Date:

WRIT OF EXECUTION- (MONEY JUDGEMENTS)
RULES P.R.C.P. 3101 to 3149

HOWARD RANDOLPH and

Writ No. 2990 NT Term 2001

BARBARA RANDOLPH

Amount Due \$ 8,096.73

vs.

DON COLAHAN DBA

DON COLAHAN HOME IMPROVEMENTS

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF DAUPHIN

To the Sheriff of COLUMBIA County, Pennsylvania.

To satisfy the judgement, interest and costs against

Don Colahan dba Don Colahan Home Improvements

Defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein.
- (2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee(s)

(Specifically describe property)

Any and all Property.

5th wheel permanent trailer @ Mill Race Golf Course & Camping Resort
Rt. 487
4584 Red Rock Rd.
Benton, PA
17814

and to notify the Garnishee(s) that

(a) an attachment has been issued:

(b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

WITNESS, the Honorable Joseph H. Kleinfelter, President Judge of the Court of Common Pleas of Dauphin County at the City of Harrisburg the 31st day of December A.D. 2001

Stephen E. Farina, Prothonotary

By Kimberly A. Walsh Deputy

WRIT OF EXECUTION- (MONEY JUDGEMENTS)

RULES P.R.C.P. 3101 to 3149

HOWARD RANDOLPH and Writ No. 2990 NT Term 2001
BARBARA RANDOLPH Amount Due \$ 8,096.73

vs.
DON COLAHAN DBA
DON COLAHAN HOME IMPROVEMENTS

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF DAUPHIN

To the Sheriff of COLUMBIA County, Pennsylvania.

To satisfy the judgement, interest and costs against
Don Colahan dba Don Colahan Home Improvements
Defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein.
(2) You are also directed to attach the property of the defendant not levied upon in the possession of

as Garnishee(s)
(Specifically describe property)

Any and all Property.
5th wheel permanent trailer @ Mill Race Golf Course & Camping Resort
Rt. 487
4584 Red Rock Rd.
Benton, PA
17814

and to notify the Garnishee(s) that
(a) an attachment has been issued:
(b) the garnishee(s) is (are) enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof.
(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee(s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

WITNESS, the Honorable Joseph H. Kleinfelter, President Judge of the Court of Common Pleas of Dauphin County at the City of Harrisburg the 31st day of December A.D. 2001

Stephen E. Farina, Prothonotary
By Kimberly A. Wade Deputy
Proth - 42

WRIT OF EXECUTION – (MONEY JUDGEMENTS) Rules P.R.C.P. 3101 to 3149

HOWARD RANDOLPH and
.....
BARBARA RANDOLPH,
.....
PLAINTIFFS
vs
DON COLAHAN DBA
.....
DON COLAHAN HOME IMPROVEMENTS
.....
DEFENDANTS

No. 12 ED Term ~~18~~ 2002 E.D.
No. 285 JU Term ~~19~~ 2002 J.D.
No. Term 19.....

WRIT OF EXECUTION
(MONEY JUDGEMENTS)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF COLUMBIA

TO THE SHERIFF OF COUNTY, PENNA.

To satisfy the judgement, interest and costs against.....

..... Defendant (s);

(1) You are directed to levy upon the property of the defendant (s) and to sell his, her (or their) interest therein; (Inquisition and Exemption Laws waived and Condemnation agreed to)

(2) You are also directed to attach the property of the defendant not levied upon in the possession of

..... as Garnishee (s)
(Specifically describe property)

SEE ATTACHED CERTIFIED FROM DAUPHIN COUNTY

and to notify the Garnishee (s) that

(a) an attachment has been issued;

(b) the garnishee (s) is enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof.

(3) If the property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than the named garnishee (s), you are directed to notify him that he has been added as a garnishee and is enjoined as above stated.

Amount due \$..7,999.23...
Interest from

Total
Plus costs as per endorsement hereon.

..... TAMI B. KLINE

Prothonotary, Court of Common Pleas of
Columbia County, Penna.

By: .. Elizabeth A. Birman, Dep. Deputy

Dated ..02-22-2002.....
(SEAL)

WRIT OF EXECUTION- (MONEY JUDGEMENTS)

RULES P.R.C.P. 3101 to 3149

28550 2002
12ED 2002

HOWARD RANDOLPH and _____

Writ No. 2990 NT Term 2001

BARBARA RANDOLPH _____

Amount Due \$ 8,096.73

vs.

DON COLAHAN DBA _____

DON COLAHAN HOME IMPROVEMENTS _____

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF DAUPHIN

To the Sheriff of COLUMBIA County, Pennsylvania.

To satisfy the judgement, interest and costs against _____
Don Colahan dba Don Colahan Home Improvements

Defendant(s)

- (1) You are directed to levy upon the property of the defendant(s) and to sell his, her (or their) interest therein.
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as Garnishee(s)

(Specifically describe property)

Any and all Property.

5th wheel permanent trailer @ Mill Race Gulf Course & Camping Resort
Rt. 487
4584 Red Rock Rd.
Benton, PA
17814

and to notify the Garnishee(s) that

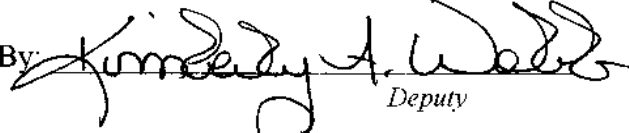
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WITNESS, the Honorable Joseph H. Kleinfelter, President Judge of the Court of Common Pleas of Dauphin County at the City of Harrisburg the 31st day of December A.D. 2001

Stephen E. Farina, Prothonotary

By  Deputy

© Charles American

HOWARD F. RANDOLPH, JR.
BARBARA A. RANDOLPH
351 N 71ST ST.
HARRISBURG, PA 17111-5204

07:00

9708

DATE Feb 2, 2002

80-83/0913
4991

PAY TO THE ORDER OF Columbia County Sheriff \$ 200.00

two DOLLARS



allfirst
Allfirst Bank
Harrisburg, PA 17101

FOR

⑆031300834⑆230000000019108⑆9708

Ad Kelly

MP